THIS AGGREEMENT, effective the 1st day of January 1976, is entered into by and between the SUSSEX COUNTY WELFARE BOARD, 18 Church Street, P.O. Box 218, Newton, New Jersey 07860, (hereinafter referred to as the "Board") and the COMMUNICATION WORKERS OF AMERICA, A.F.L. - C.I.O., 355 Chestnut Street, Union, New Jersey, 07083, (hereinafter referred to as the "Union")

ARTICLE I - RECOGNITION

In accordance with the certification of the New Jersey Public Employment Relations Commission, dated October 15, 1971, as supplemented by agreement of the parties, and as supplemented by the Certification of the New Jersey Public Employment Relations Commission dated August 17, 1976, the Board recognizes the Union as the exclusive representative of all the employees in the unit described below for the purpose of collective negotiations with respect to the terms and conditions of their employment: All Income Maintenance Specialists, Social Workers, Income Maintenance Technicians, Social Service Technicians, Social Service Aides, Public Welfare Trainees, Investigators, and all clerical employees including: Account Clerk (typing), Clerk Transcriber, Clerk Typist, Sr. Clerk Typist and Telephone Operator/Receptionist, employed by the Sussex County Welfare Board, but excluding craft employees, managerial executives, police, confidential employees, Income Maintenance Supervisors, Social Work Supervisors, other supervisory employees within the meaning of the Act and all other employees of the Sussex County Welfare Board.

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ARTICLE II - MANAGEMENT RIGHTS

A. All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board except only those that are specifically modified by this Agreement and only to the extent that they are so modified, and provided that any such modification is not contrary to public policy, or any law of the State of New Jersey, or any rules, regulations or directives promulgated by the Division of Public Welfare of the Department of Human Services and the Department of Civil Service.

B. It is agreed that the above-regited management rights are not subject to the grievance and/or fact finding procedures hereinafter set forth.

ARTICLE III - DUES, CHECKOFF

The Board, upon receipt of a duly executed authorization assignment form acceptable to the Board, agrees to deduct from the first pay check each month of employees covered by this Agreement who have executed said form, the established dues of the Union, subject, however, to the provisions of N.J.S.A. 52-14-15.9e. It is further agreed that the Board shall remit such deductions to the Union prior to the 15th day of the month following the month for which such deduction is made. Dues shall be such amount as may be certified to the Board by the Union at least thiry (30) days prior to the date on which the deduction of Union dues is to be made.

ARTICLE IV - HOURS OF WORK

- A. The normal work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week.
- B. Overtime Overtime, when authorized by the County
 Welfare Director, shall be performed by any employee, to provide
 extra services entirely outside of the regularly prescribed hours
 of duty. Such services shall be independent of the regular
 routine duties of the employee so assigned, unless extra-ordinary
 circumstances or special projects require that it be the same
 duties in order to meet essential services or requirements in a
 timely manner.

Overtime Pay - When, by reason of the pressure of official business, an employee is required to work overtime as above defined, the employee is entitled to receive cash compensation for the overtime employment beyond 40 hours in any given work week at a rate of one and one half times the regular rate at which the employee is employed. For hours worked in any given work week between 35 and 40 hours, an employee is entitled to either compensatory time off or pay on an hour for hour basis at straight time pay rates.

ARTICLE V - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment of

employees covered by this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definition

The term "grievance" shall mean an allegation that there has been:

- 1. A mis-interpretation or mis-application of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contract grievance"; or
- 2. An inequitable, improper, unjust application or mis-interpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance."

C. Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. All steps should be expedited. By mutual agreement, the parties may waive any steps or extend the time limit:

Step 1

- a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant, upon request, may be represented by an employee who is the Shop Steward or Local Union Officer.
- b. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2

- a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/ her complaint with the Department Head within five (5) working days following the determination at Step 1. The grievant, upon request, may be represented by an employee who is the Shop Steward or Local Union Officer.
- b. The Department Head shall render a decision within seven (7) working days after the receipt of the complaint.

Step 3

- a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Director of Welfare within five (5) working days following the determination at Step 2. The grievant, upon request, may be represented by an employee who is the Shop Steward or Local Union Officer.
- b. The Director of Welfare, or a designee, shall render a decision within seven (7) working days after the receipt of the complaint.

Step 4

a. Should the grievant disagree with the decision of the Director, or her designee, the grievant may, within five (5) working days following the decision, submit to the Board a statement in writing and signed as to the issue or issues in dispute. Such statement shall set forth the reasons why the grievant contends the Director's decision is incorrect and shall specify the provision or provisions of this Agreement, if any, alleged to be violated. The Board or its designee shall review the decision of the Director together with the statement submitted by the grievant and such other written evidence as may be submitted. The grievant and/or the Union representative may submit a written request to appear before the Board or its designee to present oral argument. The Board retains the right, in its sole discretion, to deny such request for oral argument, or to grant such request, subject to

such conditions and limitations as the Board may deem appropriate. It is recognized that it is mutually advantageous to resolve issues quickly, where possible. Consequently, the Board agrees to complete its review as soon as possible, but no later than the second regular monthly meeting following receipt of the statement of the issues in dispute. The Board will render its decision within ten (10) working days after the meeting at which the Board has completed its review of the matter. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final

b. The grievant, upon request, may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

Step 5

- a. Any unresolved contract grievance (as defined in B.1, Definitions above) except matters involving appointment, promotion or assignment or matters within the exclusive province of Civil Service, may be submitted to fact finding only by the Union. The Union must file the request for fact finding within ten (10) working days after the receipt of the Board's decision.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to fact finding or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to fact finding or to terminate the grievance prior to submission to fact finding shall be final as to the interests of the grievant and the Union.
- c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for

which a specific appeal to Civil Service is available, the individual may present his or her complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the
grievance procedure as herein provided. Once the grievant makes
the selection of procedure, such election shall be deemed final
and binding and constitute an absolute waiver of the procedure
not selected. The election will be made in writing at the appropriate time on the grievance form and shall be made within ten

(10) working days after receipt of the Board's decision.

- d. The fact finder shall be selected from the panel maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission.
- e. The parties shall meet at least ten (10) working days prior to the date of the hearing to frame the issues to be submitted to the fact finder and to stipulate, where possible, the facts of the matter in an effort to expedite the hearing.
- f. The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons and conclusions on the issues involved. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only, and limited to the issue submitted to him.
- g. The fact finder shall not have the power to add to, subtract from, or modify the provisions of this Agreement and

shall confine his/her recommendations solely to the interpretation and application of this Agreement. The fact finder shall be confined to the precise issue submitted for fact finding and shall have no authority to make recommendations regarding issues not so submitted.

- h. The costs of the services of the fact finder shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the fact finding shall be paid by the party incurring the same.
- i. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- j. The fact finder shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after selection and shall issue a recommendation within thirty (30) days after the close of the hearing.
- k. Grievance resolutions or decisions at Step 1, 2, 3, 4, or 5, shall not constitute a precedent in any other proceeding.
- 1. The decision or award of the fact finder shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

Any fact finder decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division

of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve a fact finder's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the union from thereafter moving in an appropriate forum for the enforcement of the fact finder's decision or award.

ARTICLE VI - HEALTH INSURANCE COVERAGE

The Employer agrees to continue its present policy and practice of providing at no cost to the employees Blue Cross, Blue Shield and Rider J coverage, and Major Medical Insurance for the employee and his/her eligible dependents, as permitted under laws and procedures of the State of New Jersey and County of Sussex for each provisional and permanent full time employee who receives remuneration, commencing on the first day of the month following completion of two (2) full months of service.

All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance then in effect.

ARTICLE VII - SALARIES AND COMPENSATION

The salaries and stipulations contained in the Article are based on the standard thirty-five (35) hour work week.

During the term of this Agreement, employees covered by this Agreement shall be compensated in accordance with the wage schedules attached beseto.

ARTICLE VIII - NON-DISCRIMINATION

There shall be no discrimination by the Board or the Union against an employee on account of race, color, creed, sex or national origin, or membership or non-membership in the Union.

ARTICLE IX - NO STRIKE PLEDGE

The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, condone, authorize or support, nor will any of its members participate in any strike, work stoppage, slowdown, walkout or other job action or work interruption.

ARTICLE X - FULLY BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XI - SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative

but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XII - PROMOTIONS

When an authorized Income Maintenance Specialist or Social Worker position is vacated and the Board decides to fill the same, an Income Maintenance Technician or Social Service Technician certified to the position shall be given preference for the job, to the extent permitted by law and applicable Civil Service regulations.

ARTICLE XIII - BEREAVEMENT - PERSONAL DAYS

Employees who are on the payroll on January 1st of any year shall be entitled to a maximum of six (6) days leave per year, with pay, in accordance with the following:

- A. Bereavement Loave up to three (3) days per calendar year leave of absence, with pay, for time lost from work due to the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent.
- B. <u>Personal days</u> Up to three (3) days per calendar year leave with pay for personal business, subject to the following:
- 1. Requests for leave shall be made in writing and approved in advance of the requested date or dates from the employed a immediate supervisor.
- 2. Meanes shall not be cumulative from year to year.

- 3. Personal leave shall not be granted at the beginning or end of a vacation or paid holiday, except in cases of emergency or religious holiday.
- a. Employees hired after January 1st shall accure one personal day and one bereavement day after each four (4) months of continuous employment during that calendar year, subject to the conditions set forth in paragraph B. above.
- b. Personal leave days and bereavement days shall not be accumulated beyond the calendar year and shall not be taken for less than one half day.

ARTICLE XIV - SNOW DAYS

If an employee reports late for work on any work day as a result of a snow day, the employee will be paid for the full day provided that the employee calls his/her supervisor to notify the supervisor that the employee will be late.

ARTICLE XV - LEAVE OF ABSENCE

A. The Board shall, at the Union's written request, grant a leave of absence with pay to no more than two (2) Union representatives to attend an official Union convention or an authorized group meeting of Union representatives, but not to exceed seven (7) days in any year. Requests for such leave shall be made in writing no later than three (3) working days prior to the loans when gestible. Such leave shall be granted provided that it will not incorfere with the efficient operation of the department of the Board.

B. Leave with pay as a result of disability -

- (1) Definition Leave with pay as a result of disability refers to leave granted with full pay or with part pay to an employee who is disabled by injury incurred in the performance of his/her duty or by illness as a direct result of or arising out of his/her employment without contributory negligence on his/her part. Such leave is separate from and in addition to normal sick leave, and any leave with pay granted as a result of disability as thus defined shall not be charged against the employee's normal sick leave.
- (2) Duration Leave of absence as a result of disability may be granted with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter, but such leave is limited to a maximum of one (1) year unless similar disability or injury in private industry would entitle the employee to compensation for a longer period under the Workmen's compensation laws, in which case payments as provided under such laws may be paid.
- (3) Fiscal Limitaions All disability leave with pay or part pay granted under this section shall be contingent upon the availability of sufficient funds appropriated to the county Welfare Board which are legally usable for this purpose. Where disability leave with pay or with part pay is granted to an employee with respect to a certain period of absence, and the employee subsequently received an award under the Workmen's

compensation laws which includes pay or part pay with respect to the same period, restitution shall be required of the employee to the extent necessary to avoid duplication or augmentation of pay for the same period.

Welfare Board by reasonable proof that the disability exists and must be prepared to furnish the Sussex County Welfare Board for submission to the State Division of Public Welfare or the Department of Civil Service such medical or other proof as they may require. Medical proof will be required in all cases of claims arising out of illness alleged to be a direct result of or arising out of the employment.

ARTICLE XVI - VACATION LEAVE

A. Full time employees who have been hired on or after July 1, 1974 shall be granted vacation leave as follows:

One (1) working day for each month of service or major fraction thereof during the first year;

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through twelve years of service, fifteen (15) working days per year;

After twelve or more years of service, twenty (20) working days per year;

B. All employees hired prior to July 1, 1974 maintain the following vacation schedule:

First year of service

One day vacation for one month's service

Second and Third years 12 days vacation of Service 13 days vacation Fourth year of Service 14 days vacation Fifth year of Service Sixth through Ninth years 15 days vacation of Service Tenth through Nineteenth 18 days vacation years of Service Twenty or more years of 20 days vacation Service

- C. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.
- D. Accumulation of Vacation Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.
- E. Deceased Employees Whenever any employee in the classified service dies, payment shall be made to the estate of such
 deceased employee for all earned and unused vacation leave, within
 the limits set forth in paragraph B. above, based on the last
 approved compensation rate for the deceased employee.
- F. An employee who has used more vacation time than he/she is entitled to shall have an amount equal to his/her daily rate of pay deducted from his/her final pay for each day of vacation used in excess of the number of days to which he/she is entitled.

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ARTICLE XVII - PERSONNEL FILES

A. File - An employee shall have the right upon written request, to review the contents of his/her personnel file during normal office hours.

B. Derogatory Material - No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed and attached to the file copy.

The Board agrees to protect the confidentiality of personal references, pre-employment data and documents. The foregoing shall not be available for the employee's inspection.

ARTICLE XVIII - SICK LEAVE

A. Definition - Sick leave means the absence of an employee from duty because of illness, injury, maternity leave (during the period of actual incapacitation as shown by a physician's certificate but not in excess of one month following date of confinement), exposure to contagious disease, necessary attendance upon a member

of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household. A physician's certificate shall be required where duration of illness is five (5) consecutive working days or more for a single period. After an employee has used ten (10) days of sick leave in a calendar year, such proof may be required.

B. Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first year of employment and fifteen (15) days annually thereafter. Employees shall be credited with fifteen (15) working days sick leave at the beginning of the year and may use sick leave for the reasons defined above and in accordance with established welfare board policy. Employees resigning or terminating their services with the county welfare board shall be permitted to use only that sick leave for the reasons defined above which has been earned and accumulated up to the date of termination on a pro-rated basis. The unused portion of sick leave will be accumulated without limit.

ARTICLE XIX - MATERNITY LEAVE

A. A permanent employee shall notify her supervisor of her request for a maternity leave of absence no later than 60 days prior to the date on which she wishes to leave. Such notification will be accompanied by a written statement from her doctor indicating the expected birth date. The leave of absence shall begin on the date requested by the employee, subject to her

continued ability to perform all responsibilities as determined by her supervisor.

B. At the time a permanent employee applies for said leave, she shall also submit the date on which she will return to employment. Her date of return may be as soon as she feels competent to fulfill her professional responsibilities, normally four (4) to six (6) months following the commencement of the leave. Such leaves may be renewed for an additional period not to exceed six (6) months.

The Board will grant such leaves without pay, except that earned sick leave shall be granted prior to the expected date of confinement and for one (1) month after the actual date of delivery. In the event that normal condition attendent upon pregnancy and birth does not prevail, the employee may apply to the said board for permission to return to her position prior to the termination of the period for which leave was granted.

ARTICLE XX - SENIORITY

Seniority, which is defined as continuous employment with Sussex County Welfare Board from date of most recent hire, will be given due consideration by the Welfare Board.

In considering employees for promotion, all other factors being equal, seniority will be the deciding factor subject to Civil Service rules and regulations. When vacation requests conflict, the senior employee shall be given preference of vacation.

ARTICLE XXI - TRAVEL

The Board agrees to continue, for the duration of this

Agreement, its current practice of providing vehicles for official

welfare department business. Where an employee is authorized to

use his/her own vehicle, said employee shall be reimbursed for

said use provided that a voucher in the prescribed form is sub
mitted to the employee's supervisor. Employees who use their

own cars, shall submit a "Certificate of Insurance", and be

reimbursed at 14¢ per mile, the maximum rate approvable by the

Division of Public Welfare.

If there is any increase in the state mileage rate this matter will be reopened for further negotiations within thrity days of the effective date of such increase between the Board and the Union and subject to approval by the Division of Public Welfare.

Employees shall not be required to use their own vehicles.

ARTICLE XXII - EDUCATIONAL LEAVE

Any permanent member of the para-professional or professional staff who has worked for the Sussex County Welfare Board for a period of one year or more and who is desirous of obtaining an undergraduate degree or a graduate degree in accordance with Ruling 11, Part III, may apply to the Board for full time leave with stipend upon recommendation of supervisor, department head, and director.

Not more than one employee from Sussex County Welfare Board

shall receive stipend at any one given time and if the course is not completed, the expense of the course is the employee's responsibility.

To be considered, employees must notify the Board in writing by November 1st of the year preceding the desired entry into the course of study, and following acceptance in an accredited school must submit request for leave with or without stipend to the Board.

ARTICLE XXIII- HOLIDAYS

Holidays as referred to in this section, include legal holidays as fixed by statutes these being:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day
Christmas Day

and whenever any such day falls on a Sunday, the following day; additional holidays as established from time to time by guber-natorial proclamations; additional days which may be established by appropriate authority by rule, proclamation, or order in a given locality as holidays for public employees in that locality.

If a holiday as indicated above occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.

ARTICLE XXIV - JURY DUTY

The Board agrees to continue its current Jury Duty Policy of allowing time off with pay in addition to the jury salary.

ARTICLE XXV - DURATION OF AGREEMENT

A. This Agreement shall be effective from Jan. 1, 1976
through December 31, 1977 and shall remain in full force and effect
until December 31, 1977.

B. Negotiations for a successor contract shall commence on or about November 1, 1977 upon written notice by one party to the other at least sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

SUSSEX COUNTY WELFARE BOARD

By S/ James M. Thorne S/ Sonya Hulbert

COMMUNICATIONS WORKERS OF AMERICA A.F.L. - C.I.O.

By S/ Jean Fawcett, CWA Rep. S/ James J. Laugel, Pres. Local 1083

Reviewed and approved by the Division of Public Welfare New Jersey Department of Human Services:

By S/G. Thomas Riti 12/23/76
Director
Division of Public Welfare

WAGE SCHEDULE

1976, THROUGH DECEMBER 31, 1977

do not exceed maximum of the salary range shall sary date (see #4.) a merit increment if performance satisfactory.

#:

EFFECTIVE 1/1/76 RANGE #

EFFECTIVE 7/1/76

- 2. Employees who did not receive any range revision shall receive a salary differential of 7%, based exclusively on the minimum step of the range effective January 1, 1976 and which terminates June 30, 1976. Those employees shall be adjusted to the same step of the July 1, 1976 ranges, effective July 1, 1976.
- 3. Employees who receive range revisions shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new range effective July 1, 1976.
- 4a. Anniversary date for employees who have completed at least one year of continuous employment between January 1 and March 31st is April 1st.
 - b. Anniversary date for employees who have completed at least one year of continuous employment between April 1 and June 30th is July 1st.
 - c. Anniversary date for employees who have completed at least one year of continuous employment between July 1 and September 30th is October 1st.
 - d. Anniversary date for employees who have completed at least one year of continuous employment between October 1 and December 31st is January 1st.
- 5. Employees who receive a salary adjustment which equals two or more increments in the old range shall be assigned a new anniversary date on the effective date of such increase.

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