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THIS BOOK DOES  
NOT CIRCULATE

1972 - 1973

Agreement  
between

the

SCRB

and

the

AFL-CIO

THIS AGREEMENT, dated and effective the 22nd day of September, 1972, 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 COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, 236 State Street, Trenton, New Jersey 08608 (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, 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 caseworkers, Welfare Aides, Social Service Aides, Social Service Aide Trainees, and investigators employed by the Sussex County Welfare Board, but excluding office clerical employees, craft employees, managerial executives, police, supervisors of case work, other supervisory employees within the meaning of the Act and all other employees of the Sussex County Welfare Board.

#### 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

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directives promulgated by the Division of Public Welfare of the Department of Institutions and Agencies and the Department of Civil Service.

B. It is agreed that the above-recited 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 thirty (30) days prior to the date on which the deduction of Union dues is to be made.

#### ARTICLE IV - HOURS OF WORK

The normal work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week.

#### 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<sup>as</sup> informal as may be appropriate.

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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" as used herein means a complaint by any employee that, as to him (her), there has been an improper or unjust application, interpretation, or violation of this Agreement.

C. Presentation of a Grievance

The aggrieved shall have the right to present his own grievance. The Aggrieved may designate a union representative to appear with him at any stage of the grievance procedure. The aggrieved and one union representative who is an employee of the Board shall not lose pay for the time spent by them in presenting a grievance through Step 3 of 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.

STEP I

a. The aggrieved shall institute action under the provisions hereof by filing a grievance, in writing, signed and delivered to his (or her) supervisor within ten (10) working days of the occurrence complained of, or within (10) working days after he 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.

b. The supervisor shall render a decision in

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writing within ten (10) working days after receipt of the grievance.

STEP 2

a. In the event satisfactory settlement has not been reached, the aggrieved may, in writing and signed, file an appeal from his supervisor's decision with the Director of Welfare within five (5) working days following the decision at Step 1.

b. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the appeal.

STEP 3

Should the aggrieved disagree with the decision of the Director, or his designee, the aggrieved 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 aggrieved contends the Director's decision is incorrect and shall specify the provision or provisions of this Agreement alleged to be violated. The Board or its designee shall review the decision of the Director together with the statement submitted by the aggrieved and such other written evidence as may be submitted. The aggrieved 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. 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.

STEP 4

a. Should the aggrieved be dissatisfied with the Board's decision, the Union may request fact finding, provided that such request is in writing and is served upon the Board within ten (10) working days after the Board's decision at Step 3.

b. The fact finder shall be Thomas J. Reynolds, Rutgers University, Newark, New Jersey. In the event he cannot serve, another fact finder shall be designated by the Governor. No fact finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board.

In the event, the employee elects to pursue Civil Service procedures, the fact finding hearing shall be cancelled, the matter withdrawn from the fact finding and the Union shall pay whatever costs may have been incurred in processing the case to the fact finder.

c. The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons and conclusions on the issues submitted. 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.

d. The costs for 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 same.

e. 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.

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E. Union Participation

The union participation in the grievance procedure shall be as follows:

The Shop Steward may participate at the request of the employee.

The local union officer, International representative, or both may participate at the request of the employee at Steps 2, 3, and 4.

F. Time Limits

The time limits prescribed at each step of the Grievance Procedure may be waived in writing by mutual agreement of the parties.

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 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 this 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 hereto.

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

1. When an authorized caseworker position is vacated and the Board decides to fill the same, a Welfare Aide certified to the position shall be given preference for the job, to the extent permitted by law and applicable Civil Service regulations.

ARTICLE XIII - PERSONAL DAYS

Employees who have completed one year of continuous service as of January 1, 1972, shall be entitled to a maximum of six (6) days leave per year, with pay during the first and second year of this Agreement; and employees who will have completed at least one (1) year of continuous service as of January 1, 1973, shall be entitled to a maximum of six (6) days leave per year with pay, during the second year of this Agreement, in accordance with the following:

A. Up to three (3) days 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, brother-in-law, sister, sister-in-law;

B. Three (3) days 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 employee's immediate supervisor.

2. Leaves 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, or at the beginning or end of a work week, except in cases of emergency or religious holiday.

ARTICLE XIV. # SNOW DAYS

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

ARTICLE XV -

The Board shall at the union's written request grant a leave of absence with pay to no more than one (1) union officer to attend an official union convention or an authorized group meeting of union officers, but not to exceed five (5) days in any year.

ARTICLE XVI - DURATION OF AGREEMENT

A. This Agreement shall be effective from January 1, 1972, and shall remain in full force and effect until December 31, 1973.

B. Negotiations for a successor contract shall commence on or about November 1, 1973, 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/ Sonya Hulbert

COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO

BY: /S/ Edward A. Schultz  
/S/ Nancy M. Donato

Reviewed and approved by the  
Division of Public Welfare  
N.J. Department of Institutions and Agencies

/S/ Irving J. Engelman,  
Director

/S/ Frank A. Mason, Director  
Office of Employee Relations  
Governor's Office

WAGE SCHEDULE

## Plan B Revised

1. Effective January 1, 1972, all employees shall be placed on their present step in the following ranges:

<u>TITLE</u>	<u>RANGE NO.</u>	<u>SALARY RANGE</u>
Caseworkers	16	\$8,203 - 10,663
Investigators	16	8,203 - 10,663
Welfare Aides	10	6,122 - 7,958
Social Service Aide	3	4,350 - 5,658
Social Service Aide Trainees	2	4,143

2. (a) Caseworkers, investigators, welfare aides and social service aides who have completed at least one year of continuous employment and whose anniversary date of employment in their present classification is between January 1 and March 31st, shall receive a step increment in the above range effective April 1, 1972.

(b) Caseworkers, investigators, welfare aides and social service aides who have completed at least one year of continuous employment and whose anniversary date of employment in their present classification is between April 1, and June 30th, shall receive a step increment in the above range effective July 1, 1972.

(c) Caseworkers, investigators, welfare aides and social service aides who have completed at least one year of continuous employment and whose anniversary date of employment in their present classification is between July 1 and September 30th, shall receive a step increment in the above range effective October 1, 1972.

(d) Caseworkers, investigators, welfare aides, and social service aides who have completed at least one

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year of continuous employment and whose anniversary date of employment in their present classification is between October 1 and December 31st, shall receive a step increment in the above range effective January 1, 1973.

3. Effective during the calendar year 1973, caseworkers, investigators, welfare aides and social service aides shall receive an additional increment on their anniversary date as described in "1" above, subject to compliance with Welfare Board regulations.

## WELFARE AIDE

**DEFINITION:** Under general supervision, performs a variety of tasks of a technical nature related to eligibility determination, affecting public assistance applications and recipients; carries assigned responsibilities with regard to clearly defined procedures directed toward the determination of entitlement for financial aid; performs other related duties as assigned.

**EXAMPLES OF WORK:** Under supervision analyzes information on simplified forms and applications for financial assistance for completeness, consistency and accuracy; performs field investigations related to authorization of financial or medical assistance and food stamps, or special needs including emergencies; discusses and assists in resolving difficult eligibility problems with the designated supervisor; assists persons when applying for financial, medical assistance or food stamps in understanding their responsibilities in completing the application forms upon which eligibility decisions are primarily based, and in securing supporting data; provides information about assistance payments by letter, telephone, or interview to applicants and others in the office, home or institution to clarify conditions of eligibility; identifies instances of possible eligibility for benefits from agencies such as Employment Security, Social Security, Veterans Administration and refers client to appropriate agency; participates in fair hearings as assigned; plans and organizes work in accordance with assigned responsibilities; keeps records and furnishes reports as necessary.

### **REQUIREMENTS:**

1. Satisfactory completion of at least 60 college level credits at a college or university of recognized standing;

or

Graduation from High School or Vocational High School, or possession of an approved High School Equivalent Certificate and two years of experience in work involving the investigation of personal financial matters, credit or other investigations.

**NOTE:** Satisfactory completion of 30 college level credits at a college or university of recognized standing may be substituted for one year of the required work experience.

2. Appointees may be required to possess a valid New Jersey Driver's License.

3. Considerable knowledge of the problems of economically and culturally disadvantaged persons; of sources and methods of obtaining information regarding finances, property ownership, and potential financial resources and of arithmetical computation to permit understanding and calculation of recipient budgets.

4. Ability to establish relationship of mutual trust and respect with clients, especially with poor people of varying ethnic and social backgrounds; to get along with people within and outside the agency; to communicate orally; to prepare clear, concise and accurate reports of information obtained and to keep needed records. and to plan and organize work independently and effectively.

**NOTE:** Upon graduation from a four year course at a college of recognized standing incumbents will be eligible for promotion to the position of Case Worker.

**NOTE:** Candidates for promotion to this position must meet the qualification set forth in requirement number one above.

## SOCIAL SERVICE AIDE TRAINEE

DEFINITION: Under close supervision of a designated member of the professional social work staff in a County Welfare Board, while receiving formal and on-the-job training, performs duties on a sub-professional level involving the rendering of certain basic social services to welfare clients in connection with welfare programs and procedures.

EXAMPLES OF WORK: Under close supervision, receives in-service training and assists in the performance of supportive social services including: providing information to clients in relation to employment opportunities and work training programs; interpreting programs and value of pre-school educational and developmental opportunities; escorting clients to Day Care Services when needed; escorting clients to appointments with community agencies; providing school dropouts with information related to appropriate available community resources; reporting observation of individuals and family situations; informing family members of community programs; providing information about agency programs, as directed; keeping log of contacts with clients and others; assisting in maintaining open channels of communication between the welfare office, clients and other members of the community; providing the agency with information regarding the possible needs, resources, and problems of the neighborhood, based on first-hand observation, informal discussions and personal experiences; helping clients utilize the services of the welfare office; and assisting clients in moving to and becoming established in a new residence.

### REQUIREMENTS:

1. Ability to read, write and understand English sufficiently to perform the duties of this position.
2. Prior to appointment, appointees will be required to pass a thorough medical examination. Any medical or physical condition or defect which would prevent efficient performance of the duties of the position, cause the appointee to be a hazard to himself or others, or become aggravated as a result of performance of these duties will be cause for rejection.
3. Appointees may be required to possess a valid New Jersey Driver's License as a condition of continued employment.
4. Some knowledge of the problems of economically and culturally disadvantaged persons.
5. Ability to establish relationship of mutual trust and respect with clients, especially with poor people of varying ethnic and social backgrounds; to learn agency procedures and community resources; to understand, remember and carry out oral and written instructions and to work cooperatively with agency staff.

NOTE: Upon successful completion of Trainee program and with the approval of the agency and the Department of Civil Service, Trainees will be eligible for promotion to the position of Social Service Aide under Civil Service procedures. Failure to successfully complete the Trainee program within one year will be grounds for dismissal. Permanent employees have the right to appeal their dismissal to the Civil Service Commission.

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## SOCIAL SERVICE AIDE

DEFINITION: Under direct supervision of a designated member of the professional social work staff in a County Welfare Board, while receiving formal and on-the-job training, performs specific duties on a sub-professional level which will be a supplementation of the case worker's function involving the rendering of certain social services to welfare clients in connection with established welfare programs and procedures.

EXAMPLES OF WORK: Under close supervision, receives continuous in-service training and performs supportive social services including: providing information to clients in relations to employment opportunities and work training programs, interpreting program and value of pre-school educational opportunities; escorting clients to Day Care Services when needed; providing information on the availability of family planning services; referring school dropouts to appropriate community services for help in job training or aid in furthering their education; working with clients to discuss reasons for failure to keep medical or dental appointments; assisting the client in obtaining or verifying eligibility information; assisting the client in obtaining verification of births, deaths and marriages; assisting in the placement of clients in boarding homes, nursing homes or hospitals; initiating correspondence relative to setting up various types of appointments; assisting in initiating complaints involving desertion, putative father, etc.; assisting clients with money management and the purchasing of food, clothing, and furnishings; assisting clients in completion of institutional commitment and papers on behalf of family members; assisting and providing related social services.

### REQUIREMENTS:

1. Ability to read, write and understand English sufficiently to perform the duties of this position.
2. Six months of full time sub-professional social service work experience.
3. Prior to appointment, appointees will be required to pass a thorough medical examination. Any medical or physical condition or defect which would prevent efficient performance of the duties of the position, cause the appointee to be a hazard to himself or others or become aggravated as a result of performance of these duties will be cause for rejection.
4. Appointees may be required to possess a valid New Jersey Driver's License as a condition of continued employment.
5. Wide knowledge of the problems of economically and culturally disadvantaged persons and of community services and other resources.
6. Ability to establish relationship of mutual trust and respect with clients, especially with poor people of varying ethnic and social backgrounds; to interpret and clarify simple, basic agency policies; to follow oral and written instructions and work independently on assignments after receiving instructions; to work cooperatively with agency staff; to learn to interview individuals and to provide information in accordance with prescribed procedures; to prepare simple factual reports and to learn to maintain pertinent records and files.

NOTE: Upon successful completion of the continuous training program and with the approval of the agency and the Department of Civil Service, incumbents will be eligible for promotion to the position of Senior Social Service Aide.

## INVESTIGATOR, COUNTY WELFARE BOARD

DEFINITION: Under the direction and general supervision of legal counsel, without the assumption of legal authority, conducts elaborate, special, confidential and routine investigations of assigned public assistance cases in which there is an alleged or suspected desertion, fraudulent receipt of assistance, or other violation of Federal, State and County public assistance rules, regulations, or laws; does related work as required.

EXAMPLES OF WORK: Makes investigations for the purpose of locating persons alleged to have deserted dependents receiving public assistance; conducts elaborate, special and confidential investigations of alleged or suspected violators of Federal, State or local public assistance rules, regulations and laws; visits home of recipients of public assistance for purposes of eliciting necessary facts and data; prepares comprehensive reports and statements for legal counsel; maintains contact with all public assistance agencies in New Jersey and in other states for the purpose of locating persons alleged or suspected to have deserted dependents receiving public assistance or who have violated Federal, State or County rules, regulations or laws; conducts confidential investigations of the finances, occupations, and activities of persons alleged or suspected of the fraudulent receipt of public assistance; cooperates with, under assignment, or as directed, with official law enforcement agencies in obtaining and furnishing information necessary to the apprehension and prosecution of persons alleged to have deserted dependents receiving public assistance, or who have fraudulently received public assistance; cooperates as directed by legal counsel with case work staff in attempting to effect reconciliation or voluntary assumption of financial support; prepares comprehensive reports and statements required by legal counsel in the prosecution of persons alleged to have committed public assistance fraud; travels extensively during the daytime working hours and at night for the purpose of conducting assigned investigations; maintains necessary records and files.

### REQUIREMENTS:

1. Graduation from High School, or Vocational High School, or possession of an approved High School Equivalent Certificate or any equivalency in education.
2. Five years of experience in conducting field investigations of the type performed by a claims investigator in an insurance firm or as an investigator in a credit organization or in a government tax, law enforcement or social welfare agency.
3. Considerable knowledge of the law relating to the protection of the civil and property rights of individuals under investigation for alleged offenses against Federal, State or local public assistance rules, regulations or laws.

continued



4. Ability to assimilate and effectively use established procedures and methods in interviewing, investigating and examining persons of varied economic social background, using tact, and courtesy, and in the analysis and exposition of significant facts and conditions, and to prepare comprehensive reports and statements.

5. Appointees must be available to accept assignment during the regular working day or when required at night, on Saturdays, Sundays or holidays.

6. Appointees must possess a valid New Jersey driver's license and have available a motor vehicle for use in the conduct of assigned investigations.

7. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

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## CASE WORKER

DEFINITION: Under supervision, performs the office and field work required in determining the need and eligibility of persons for assistance, and in providing continuing case work services, both preventive and rehabilitative, to them and their families; does related work as required.

EXAMPLES OF WORK: Performs the initial and continuing office and field work related to the gathering of social service data in connection with applications to determine eligibility for assistance; provides case work services to clients and their families; recommends the need of continuing assistance in individual cases at regular intervals; answers inquiries; maintains a liaison with community councils, religious and civic organizations and social agencies; works with parents, who lack sufficient capacities for planning and managing their affairs; interprets to parents the meaning of family planning and refers parents to an appropriate resource; works with families in which a mild disturbance of individual and/or family relationships exist; investigates social conditions in response to complaints and reports findings; contacts relatives in other communities in situations requiring protective services for aged clients or children in order to bring relatives into the plan for the client's safety; evaluates the need for help, such as day care or homemaker service, for families caring for children or aged clients; makes proper referral of cases suspected of fraud; counsels clients regarding training programs and adult education programs; collaborates with staff members in planning and carrying out plans for providing services to clients; maintains necessary records of cases assigned, writes letters and reports as required.

### REQUIREMENTS:

1. Graduation from a four year course at a college of recognized standing.
2. Possession of a valid New Jersey Driver's License.
3. Some knowledge of modern principles and practices of social case work and ability to apply these in performance of duties; of social and economic problems and of State and Local social resources; of the provisions of federal, state, and local welfare laws, and of the obligations, functions, programs, and services of the agency.
4. Ability to differentiate between objective fact and subjective interpretation of client; to obtain social and financial data on applicants for assistance; to understand and accept the family-centered focus in working with clients; to use record material with increasing awareness of value, including preparation of summaries for other agencies and professional consultants; to establish and maintain relationships within and outside the agency in a professional manner; to organize own time and effort to meet assigned situations and work demands, and to maintain necessary records and files.
5. Good health and freedom from disabling physical and mental defects which would impair the proper performance of the required duties or which might endanger the health and safety of oneself or others.

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