

*Contract no 841*

AGREEMENT BETWEEN THE  
WARREN COUNTY WELFARE BOARD  
AND THE  
COMMUNICATIONS WORKERS OF AMERICA  
FOR SUPERVISORY EMPLOYEES  
OF THE WARREN COUNTY WELFARE BOARD

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July 1, 1990 through June 30, 1993

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AGREEMENT

PREAMBLE

This Agreement made and entered into this <sup>13<sup>th</sup></sup> day of *November* 19 <sup>90</sup>, by and between the Warren County Welfare Board, hereinafter referred to as the Welfare Board and the Communications Workers of America, AFL-CIO, hereinafter referred to as the Union, is the final and complete understanding between the Welfare Board and the Union on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Welfare Board and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE I

Recognition and Scope

Section 1: The Welfare Board hereby recognizes the Union as the sole and exclusive representative of all full time, permanent and provisional employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et seq.) concerning salary, hours and other terms and conditions of employment in the negotiating unit described below:

Social Work Supervisor  
Income Maintenance Supervisors  
Data Processing Coordinator  
Child Support Supervisor

but excluding all other employees.

Section 2: Unless otherwise indicated, the terms "employee" and "employees" when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating unit.

This shall not preclude the addition of new titles which shall be negotiated only as to bargaining unit placement and salary at the time the new titles are established. The content of job descriptions shall not be negotiated and shall be the Welfare Board's prerogative solely and exclusively to determine without negotiations with the Union. Failure of the Welfare Board and the Union to agree on the bargaining unit placement and salary for the position title shall not delay the filling of the position and the payment of the employee(s) serving therein by the Welfare Board.

## ARTICLE 'II

### Welfare Board's Rights and Responsibilities

Section 1: In order to effectively administer the affairs of the Welfare Board and to properly serve the public, the Welfare Board hereby reserves and retains unto itself as public employer all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law, including but not limited to the rights enumerated below:

1. To manage and administer the affairs and operations of the Welfare Board;
2. To direct its working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action in accordance with law; and
5. To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of the Welfare Board.

Section 2: The Welfare Board's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

Section 3: Nothing contained in this Agreement shall operate to deny to, or restrict, the Welfare Board in the exercise of its rights, responsibilities and authority, pursuant to the laws of this state or of the United States.

Section 4: The Welfare Board's exercise of its management rights, pursuant to this Article or otherwise, shall not be subject to the provisions of the grievance procedure established in this Agreement.

Revised 1990

## ARTICLE III

### Grievance Procedure

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein 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. Definitions

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

1. A misinterpretation or misapplication 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. Inequitable, improper, unjust application or misinterpretation of statutes, rules or regulation, 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.

### Step 1

(a) The grievant shall institute action under the provisions hereof in writing, signed and delivered to the Director of Welfare within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward or a Local Union Officer.

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

### Step 2

(a) Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement, in writing and signed, as to the issues in dispute. In the event the grievant files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

(b) The grievant 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 3

(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 appealed to arbitration only by the Union. The Union must file the request for arbitration within fifteen (15) working days after receipt of the Board's decision.

(b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) This grievance procedure may not replace any alternate statutory appeal procedure, within the meaning of N.J.S.A. 34:13A-5.3.

(d) Should the Union wish to move a grievance to arbitration, the parties may have the option of selecting an arbitrator as follows:

1. By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission; or

2. By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

(e) The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

(f) The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the Civil Service Commission. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination. The decision shall be rendered within thirty (30) days of the hearing.

(g) The cost of the arbitrator and his expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.



(h) 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.

(i) The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Board authority.

(j) The decision or award of the arbitrator 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.

(k) Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.

(l) Employee grievances shall be presented on prepared forms. The grievance procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.

(m) Grievance resolutions or decisions at Step 1 through Step 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representative of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

## ARTICLE IV

### Working Hours and Work Week

Section 1: Any employee, given prior emergency approval for overtime by his or her supervisor, if authorized by the County Welfare Director, shall be paid time and one-half the employee's straight time hourly rate for each hour worked beyond thirty-five (35) hours worked in the employee's normal work week, or at the employer's option, may be provided with compensatory time off at the rate of one and one-half time, all as provided by law. Overtime may be assigned in certain cases by the Director of Welfare or his designee. The refusal or failure to approve or assign overtime is not grievable.

Section 2: All employees will work thirty-five (35) hours during the normal work week, which is listed below:

8:30 A.M. to 4:30 P.M., Monday through Friday,  
with one hour lunch.

Section 3: Any employee who is called into work outside of the normal work week, shall be compensated at the rate of one and one-half time his regular hourly rate for the actual hours worked, including travel time.

Section 4: Either the Union or the Board may bring requests for alternate work schedules, which may impact on all or part of the Agency staff, to the other party's attention for consideration. Neither party shall be obligated to negotiate on any such request. Any agreements reached on alternate work schedules will be reduced to writing.

Revised 1990

ARTICLE V

Holidays

Section 1: Employees shall be granted the following paid holidays as publicly proclaimed:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | 8. Labor Day               |
| 2. Martin Luther King's Birthday | 9. Columbus Day            |
| 3. Lincoln's Birthday            | 10. General Election Day   |
| 4. Washington's Birthday         | 11. Veteran's Day          |
| 5. Good Friday                   | 12. Thanksgiving Day       |
| 6. Memorial Day                  | 13. Day after Thanksgiving |
| 7. Independence Day              | 14. Christmas Day          |

In addition (at the discretion of the Welfare Board), employees may be granted any other days declared to be holidays by proclamation of the President or Governor, or if the Board of Chosen Freeholders authorizes a holiday for all county employees.

Section 2: To be eligible for a paid holiday, an employee must have worked the last scheduled work day before, and the first scheduled work day after, the holiday unless on authorized leave with pay, excluding educational leave with stipend.

Section 3: Whenever any of the holidays enumerated above fall on a Saturday, the previous Friday shall be observed as the official holiday; and whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday.

Section 4: If an employee is required to work on any of the holidays designated under Section 1 of this Article, he/she shall be compensated at the rate of time and one-half for the hours actually worked, in addition to his/her regular day's pay.

## ARTICLE VI

### Vacations

Section 1: Employees may be granted vacation leave as follows:

One (1) working day for each full 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 years of service, through twenty years of service: Twenty (20) working days per year;

After twenty years of service: Twenty-five (25) working days per year.

Service includes all full time, temporary, continuous service immediately prior to permanent appointment with the Welfare Board, provided there is no break in service of more than one week.

Section 2: The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of such year. Annual leave shall be taken subject to the needs of the service during the current vacation period.

Section 3: Annual vacation shall be granted upon prior approval of the Director of Welfare or his designee. For vacations of five days or less, a written request shall be presented to the Director or his designee two (2) weeks prior to the dates requested. For vacations more than five (5) consecutive days, a written request shall be presented to the Director or his designee four weeks prior to the dates requested.

Section 4: Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year, and may be used on that basis and in accordance with established policy. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Welfare Board Director, unless he or she determines it cannot be taken because of pressure of work; except that an employee may request a maximum of

one year of earned vacation allowance be carried forward into the next succeeding year. The request shall be made in writing to the appropriate appointing authority and may be approved for good reason, and providing the employee and his supervisor have scheduled the use of such vacation allowance.

Section 5: Employees granted a leave of absence without pay shall have annual vacation leave credits reduced at the same rate as earned during the period of absence. Further, an employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to a disability, leave of absence, or layoff, shall be eligible to a vacation after the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in performance of duty need not be continuous, but a period of absence of eight (8) days or more shall not be credited in computing the required six (6) months.

Section 6: If, on separation from employment, an employee has used more vacation leave than earned on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of vacation leave taken in excess of the number earned.

## ARTICLE VII

### Sick Leave

Section 1: Sick Leave is hereby defined to mean absence from post of duty of an employee because of illness, injury, accident, exposure to contagious disease, maternity leave (during the period of time of actual incapacitation as shown by a physician's certificate, but not in excess of one (1) month following date of confinement), or attendance upon a member of the employee's immediate family, seriously ill, requiring the care or attendance of such employee. Immediate family means father, mother, spouse, child, stepchild, foster child, sister, or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2: a. Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave in excess of the number to which he was entitled.

b. Each employee will be credited with 15 days sick leave annually for each succeeding calendar year of full time employment, which is cumulative. Sick leave cannot be used as terminal leave; however, supplemental compensation for accumulated unused sick time is permitted pursuant to the provisions of Section 5 below. If upon termination after a year's service an employee has used more sick leave than that to which he is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he is entitled. Sick leave benefits shall be available to both provisional and permanent employees in accordance with law.

Section 3: Each employee is required to notify the Welfare Board Office immediately after 8:30 A.M., but no later than 9:30 A.M., on each day of absence, giving the specific reason for the absence. However, if the duration of absence exceeds three days, it will be necessary to report on every third day. Failure to give notification without valid reason as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five consecutive business days shall constitute a resignation pursuant to Civil Service Rules and regulations. The procedure for notifying the Welfare Board referred to above shall be as follows. The employee shall first call the reception desk at the Welfare Board Office, and after notifying the receptionist shall then request the receptionist to transfer the call to the employee's supervisor in order to provide any information required by the supervisor or answer any questions which the supervisor may have. The employee's responsibility is limited to asking the receptionist to transfer the call to the supervisor, and if the supervisor cannot be reached, that will not be held against the employee.

Section 4: a. A certificate from a licensed physician in attendance may be required as sufficient proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than five days at one time, the Welfare Board may require production of the physician's certificate. However, in the event of absence from duty due to illness for five consecutive working days or more at one time, the employee shall be required to submit an application for leave of absence form signed by a physician to justify payment of sick leave.

b. Employees, absent on sick leave for periods totaling fifteen (15) days in one calendar year, consisting of periods of less than five days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less, in which case only one certificate shall be necessary for a period of six months.

c. In the instance of leave of absences due to contagious disease, a certificate from the Department of Health shall be required.

Section 5: Unused Sick Leave.

A permanent employee who enters retirement (other than deferred retirement) from the employer's service and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave, subject to the provisions of the retirement system. The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement provided, however, that no such supplemental compensation payment shall exceed \$13,000 during the first year of this contract (July 1, 1987 through June 30, 1988). Said amount shall be increased to \$14,000 during the second year of this contract (July 1, 1988 through June 30, 1989), and then to \$15,000 during the third year of this contract (July 1, 1989 through June 30, 1990). This supplemental compensation payment shall be paid in a lump sum after the effective date of retirement, or at the option of the employee, on quarterly dates: January 1, April 1, July 1 and October 1, with payments beginning on the quarterly date next following the date of retirement.

The foregoing reference to the option of the employee, is predicated upon the employee notifying the Welfare Board of his intention to retire by no later than October 1 of the calendar year prior to the calendar year in which retirement shall be effected. If such notification does not occur until subsequent to said October 1 date, then the aforesaid option shall be the Welfare Board's rather than the employee's.

## ARTICLE VIII

### Personal Leaves

Section 1: Jury Duty. Each employee shall be allowed leave with differential pay, if required for jury duty. When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance. Time spent on jury duty is not chargeable to vacation.

Section 2: Military Leave: Military leave shall be provided pursuant to N.J.A.C. 4A:6-1.11 of the Civil Service Rules and Regulations, and said provision is hereby incorporated herein by reference.

Section 3: (a) Administrative Days. Each employee shall be entitled to an annual, non-cumulative allowance of three work days' leave with pay. Under normal circumstances, entitlement to such leave shall be dependent upon written request to, and the approval of, the Director of Welfare or his designee. However, as an exception to the foregoing, the requirement for prior written request shall be waived in the event of an emergency, however, as soon as possible after the employee returns to work, such written request must be submitted for time and leave purposes. It is expressly understood that the determination of the existence of an emergency is a management prerogative. Administrative days shall be utilized for the following:

1. Court attendance;
2. Personal business which cannot be attended to outside of work hours;
3. Death in the family ( for purpose of this Article, the employee's family is defined as spouse, child, foster child, stepchild, brother, sister, mother, father, mother-in-law, or father-in-law); and
4. Religious holidays.

(b) The taking of Administrative days shall not be chargeable to sick or vacation time.

(c) During the first calendar year of employment, an employee shall be entitled to administrative leave upon the basis of one-half day per month, up to a maximum of three days for said year. This leave shall be taken subject to the provisions of this section.



Section 4: Disability leave for work-connected injury shall be provided to eligible employees, pursuant to N.J.S.A. 11:24A-1 et seq..

Section 5: Aggregate Time Off of 15 days for Union Activities. During any calendar year, the Union may designate and request Union Leave for Union members for conventions or meetings provided in N.J.S.A. 38:23-2, and any amendments thereto. All days granted under the provisions of this paragraph shall be paid leave days. No more than three (3) Union members may be granted day(s) off at any one time. All requests for leave will be made in writing two weeks before the leave is to commence. If, in the opinion of the Director of Welfare or his designee, the employee's absence from duty on Union business will impede or unduly interfere with the conduct of normal Welfare Board business, then the Director or his designee may, upon written notice to the employee, deny said leave. The denial of leave is non-grievable.

Section 6: Bereavement Leave. An employee shall be granted Bereavement Leave for a maximum of three (3) working days per incident, maximum of 2 incidents per calendar year, which is non-cumulative, for death in the employee's family.

The employee's family is defined as spouse, child, stepchild, foster child, brother, sister, mother, father, mother-in-law, or father-in-law.

The taking of Bereavement Leave may be charged to sick or vacation time.

Section 7: Other Leaves. Employees subject to the Agreement shall receive leave of absence, without pay, if entitled thereto, at the discretion of the County Welfare Board and in accordance with the provisions of N.J.S.A. 11A:6-1 et seq., the Civil Service Code.

ARTICLE IX

Hospital and Medical Insurance

Section 1:

a. All employees, after three months continuous service, and their eligible dependents are eligible for hospitalization and major medical benefits under a policy which is currently in effect between the County and the Connecticut General Life Insurance Company. The employees and their dependents will have the premium paid by the Employer.

b. In the event the content of said policy is in any way changed through negotiations by the County and one of its unions (other than through unilateral implementation after impasse or through interest arbitration) notification of such change will be given to the union right away and any such change will be incorporated into this Agreement. However, upon request of either party within thirty (30) days after said notification this Agreement will be reopened on the subject of wages and health care. If reopener negotiations reach impasse, the Board waives any right it may have to unilaterally implement its last offer.

c. Finally, the Board within ten (10) days of signing this Agreement will notify the County in writing that it is seeking no changes in the contents of said policy.

Section 2: The employer, subject to the provisions of the Public Employees Retirement System, shall pay current hospital and major medical premiums under the aforesaid policy for employees (and their dependents) who retire after January 1, 1977 with twenty years of service, or are separated from County service on a disability pension. Such payment shall continue until the death of the employee.

Section 3: Medicare Part B Premium Reimbursement for employees sixty-five years or older shall be paid by the employer until retirement.

Section 4: In the event the Board of Chosen Freeholders of Warren County voluntarily agrees to provide improvements in prescription and/or dental insurance benefits for its employees through negotiations with one of the employee groups, then and in that event, the Welfare Board and Union agree to reopen negotiations within thirty (30) days after the effective date of said change. Negotiations shall be reopened upon the written request of either party. Voluntary modification as used herein does not include a situation where a change in hospital and medical benefits is mandated by an interest arbitrator's award.

ARTICLE IX

Hospital and Medical Insurance

Continued

Section 5: The employer shall provide an optical plan under which employees shall be entitled to the following:

- (a) \$35.00 reimbursement toward an eye examination
- (b) \$35.00 reimbursement toward the purchase of corrective lenses
- (c) reimbursement for examination and corrective lenses shall be available only once every full 24 calendar month period for each employee
- (d) reimbursement will be available to employees who have completed sufficient service to become eligible for coverage under the employer's hospitalization plan.
- (e) reimbursement shall be paid after receipt of a completed agency voucher, with documentation of expenses attached, and approval by the Warren County Welfare Board.

Section 6: Effective January 1, 1991 a prescription plan will be implemented which will include a \$1.00 co-pay for generic drugs and a \$2.00 co-pay for non-generic drugs. Premiums for plan shall be paid for by the Employer for the employee only. Employees will have the option of including dependents through a payroll deduction, at the employee's sole cost.

Section 7: Employees on approved leave without pay will have the option of receiving medical benefits at the employee's cost for the duration of the leave.

The employer will abide by the provisions of the COBRA Law whenever an employee's employment is terminated.

ARTICLE X

Group Life Insurance

Group Life Insurance benefits shall be provided in accordance with statute and the rules and regulations of the Public Employees Retirement System of New Jersey.

ARTICLE XI

Pensions

Pensions and retirement benefits shall be provided to employees of the Welfare Board covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE XII

Salaries

Section 1: Effective July 1, 1990, all employees shall have their salaries adjusted step-to-step in accordance with salary ranges provided by Schedule 90, which represents approximately a five (5) per cent increase over previous Schedule F. In those situations in which an employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned on the basis of the effective date of the salary increase.

The following range change shall be implemented:

<u>Job Title</u>	<u>Range Change</u>
Social Service Aide	07 to 08

The procedure for implementing the foregoing range change shall be to move each affected employee to the lowest step of their new range which produces a salary increase.

Section 2: Effective July 1, 1991, all employees shall have their salaries adjusted step-to-step in accordance with salary ranges provided by Schedule 91, which represents approximately a five (5) per cent increase over previous Schedule 90. In those situations in which an employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned on the basis of the effective date of the salary increase.

Section 3: Effective July 1, 1992, all employees shall have their salaries adjusted step-to-step in accordance with salary ranges provided by Schedule 92, which represents approximately a five (5) per cent increase over previous Schedule 91. In those situations in which an employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned on the basis of the effective date of the salary increase. Additionally, Schedule 92 effective July 1, 1992, shall reflect the addition of a twelfth (12th.) step to all the ranges.

Section 4: During the time period covered by this Agreement, July 1, 1990 through June 30, 1993, employees shall receive their annual merit salary increments on their quarterly anniversary dates. Employees who are not at the maximum of the salary range shall be entitled to an annual merit increment on their quarterly anniversary date provided they have completed at least one year of continued satisfactory service.

Section 5: Employees hired will be assigned quarterly anniversary dates as follows:

(a) Employees hired January, February or March shall have an anniversary date on April 1 of the following year.

(b) Employees hired April, May or June shall have an anniversary date on July 1 of the following year.

(c) Employees hired July, August or September shall have an anniversary date on October 1 of the following year.

(d) Employees hired October, November or December shall have an anniversary date on January 1 of the following year.

Section 6: Salary adjustments and anniversary date changes as a result of promotion, reclassification or demotion will be accomplished in the following manner:

Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her 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 salary range.

In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned. The new anniversary date shall be assigned on the basis of the effective date of the salary increase.

Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. If beneficial to the employee, an alternate procedure may be used in which the employee's salary is reconstructed on the basis of the employee's previous employment record.

Section 7: During calendar year 1993 until June 30th, employees who are eligible shall receive their annual merit salary increments on their quarterly anniversary date. The Employer and the Union agree that the continuation of merit increments after June 30th, 1993 is a subject for negotiations under the successor labor agreement between these parties and that employees who will be due annual merit salary increments after June 30th, 1993 shall be entitled to same as determined by negotiations between the Employer and the Union. Inclusion of this contract provision does not obligate the Employer to pay said increments after June 30th, 1993.

Section 8: Any retroactive salary payments will be payable only to employees on staff on the date that the Board ratifies the parties' September 12, 1990 tentative Memorandum of Agreement.



ARTICLE XIII

Longevity

Section 1: (a) Effective July 1, 1984, each full time, permanent employee covered by this Agreement shall be paid, in addition to the rate of pay set forth in Article XII: Salaries, set forth above, a longevity increment based upon years of service with the Welfare Board, in accordance with the following:

(b) Longevity pay shall be in the amount of \$300.00 upon the completion of ten years of continuous service, plus \$25.00 for each additional year of continuous service, to the maximum of \$675.00 upon the completion of 25 years of continuous service.

(c) Years of continuous service shall be computed from December 26 of any given year to December 25 of the following year. All eligible employees employed by the Welfare Board as of December 25 of each year shall receive this compensation. All eligible employees terminating service with the Welfare Board during the year shall receive longevity compensation pro rated to the date of termination. In the event of the death of an eligible employee, said longevity compensation shall be pro rated to the date of death and shall be payable to the estate of the deceased employee. Longevity payments shall be made no later than the last working day prior to Christmas Eve.

Section 2: In the event the Board of Chosen Freeholders of Warren County voluntarily modifies the county longevity program for its employees through negotiations with one of the employee groups, then and in that event the Welfare Board and Union agree to reopen negotiations within thirty (30) days after the effective date of said change. Negotiations shall be reopened upon the written request of either party. Voluntary modification as used herein does not include a situation where a change in longevity is mandated by an interest arbitrator's award.

ARTICLE XIV

General Provisions

Section 1: This Agreement constitutes the complete and final understanding and resolution by the parties on all bargainable issues which were, or could have been, the subject matter of negotiations between the parties. During the life of this Agreement, except where otherwise provided herein, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

Section 2: If any provision of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by legislative act or by a Court, or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3: When used in this Agreement, terms of the masculine gender shall be deemed to include the feminine gender and vice versa, unless a different interpretation is clearly intended from the context in which such term is used. Singular words shall be deemed to include the plural, and vice versa, unless a different interpretation is clearly intended from the context in which such terms are used.

ARTICLE XV

Payroll Deductions

Section 1: For Union Dues.

(a) Upon request, the Welfare Board agrees to deduct from the salaries of those of its employees who authorize it, the membership dues in the Union. Authorization must be in writing and comply with the provisions of N.J.S.A. 53:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with law each pay period, and monies collected, together with records of any corrections, shall be transmitted to the treasurer of the Union by the first of each month following collection.

(b) If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Welfare Board written notice prior to the effective date of such change, and shall furnish to the Welfare Board a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

(c) The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Director of Welfare or his designee. The Union shall indemnify, defend and save the Welfare Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of the action taken by the Welfare Board in reliance upon salary deduction authorization cards submitted by the Union.

Section 2: For Disability Insurance Premiums.

(a) If, during the life of this Agreement, the Union shall provide a disability insurance plan for its members who are covered by this Agreement, it is hereby agreed that the Welfare Board shall, upon request, deduct from the salaries of those employees who authorize it, the premiums for the disability insurance program, in accordance with law. This agreement for deductions is predicated on the ability of the payroll computer to make the deductions.

(b) The procedure for implementing payroll deductions for disability insurance premiums shall be as follows:

1. Authorization must be in writing and comply with the pertinent provisions of the Statutes of New Jersey. Deductions shall be made each appropriate pay period and the monies collected together with records of any corrections shall be transmitted to the treasurer of the Local or his designee within five (5) calendar days of said deductions.

2. If during the life of this Agreement there shall be any change in the rate of disability insurance premiums to be deducted, the Union shall furnish to the Welfare Board written notice of said change prior to the effective date.

3. The Union shall provide the necessary disability insurance deduction forms and will secure the signatures of employees on the forms and deliver the same to the Director of Welfare or his designee. The Union shall indemnify, defend and save the Welfare Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Welfare Board in reliance upon salary deduction authorization forms submitted by the Union.

Section 3: For Other Purposes.

Upon request, the Welfare Board agrees to provide for payroll deductions from salaries of those of its employees who authorize it, for payment for any future benefit plan sponsored by the Union, (for example, for credit union membership, private group disability plan). Such deductions are contingent upon the Union providing appropriate written request from participants at least 30 days prior to the start of the deductions. Agreement is also contingent upon the ability of the payroll data processing system being able to process said deductions.

The Union shall indemnify, defend and save the Welfare Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of the action taken by the Welfare Board in reliance upon salary deduction authorizations submitted by the Union.

ARTICLE XVI

Employee Expenses

Section 1: Employees authorized and required to use personal vehicles in the pursuit of proper and necessary Welfare Board business shall be reimbursed at the rate of 20 cents per mile. Reimbursement is contingent upon the employee having submitted required information regarding a driver's license valid in New Jersey, information regarding insurance policy number and effective dates, and other required information as per the Board's policies in effect upon the signing of this Agreement. All such authorized car mileage shall be submitted on the proper forms, with the required certification attached, and such mileage shall be computed in accordance with current Welfare Board policy.

Section 2: Effective January 1, 1991, the 20 cents per mile rate shall be increased to 23.5 cents per mile.

ARTICLE XVII

Continuation of Current Welfare Board Policies

All County Welfare Board policies, whether written or unwritten, relating to conditions of employment and benefits, dealing with mandatory subjects of negotiations and rising to the level of a binding past practice as the latter phrase has been interpreted by the New Jersey Public Employment Relations Commission and the reviewing judiciary, shall be continued during the term of this Agreement.

ARTICLE XVIII

Tuition Reimbursement

The Welfare Board will pay reasonable tuition reimbursement for approved job-related and/or career development courses. Such tuition reimbursement shall be the lesser of the actual expense or the applicable rate in effect for similar credits for in-state students at Rutgers, The State University of New Jersey. Employees taking educational courses shall be personally responsible for travel, parking, fees and books.

Requests for tuition reimbursement shall be made prior to the beginning of the course. If approved by the Board, a certificate of successful completion is required to be submitted prior to payment. Courses shall be taken outside of normal work hours. Where a course is not otherwise available outside of normal work hours, or the starting time of the course is such that early release from work is required, the employee may make suitable arrangements to attend the course upon the approval of his supervisor. Supervisory approval shall be contingent upon the employee maintaining his work assignments, and making up the release time on an hour for hour basis. Release time may not exceed four (4) hours per week without specific approval of the Board.

Approval and payment of tuition reimbursement shall be subject to the availability of funds budgeted for this purpose. An employee shall sign a service agreement to continue in the Board's employ for a period of time at least equal to the length of time in the course for which reimbursement is requested, month for month. A maximum of 15 credits per fiscal year may be reimburseable. If more than one course is taken in this program, the course may be simultaneously worked off beginning the first work day after the completion of that semester so that an employee at the end of a semester never "owes" the agency more work time than one semester.

Employees receiving tuition reimbursement must be permanent full-time employees who have completed at least one year of continuous satisfactory service prior to the beginning date of the course. If the employee terminates employment with the agency before completion of the service agreement commitment, he must repay the agency the financial value of the tuition reimbursement that has not been repaid in work commitment.

ARTICLE XIX

Temporary Disability Benefits

Section 1: Temporary Disability Insurance Coverage. Legislation enacted March 26, 1980, provided temporary disability insurance coverage for State employees. This legislation also provided that local government entities and instrumentalities may elect such coverage for their employees in accordance with the State Temporary Insurance Plan.

Section 2: Temporary Disability Insurance Coverage starting in January, 1982. The Temporary Disability Insurance Plan is jointly contributed (i.e. by Employee and Employer). The Employer agrees to participate in the Plan starting January, 1982, to cover all employees for work lost due to disability as determined by said plan and its Rules and Regulations. The employer shall pay 50% and the employee shall pay 50% of the cost of the insurance and shall otherwise participate in the program consistent with its Rules and Regulations.



ARTICLE XX

Out of Title Work

Employee or Union claims that assigned job duties do not conform with approved State Department of Personnel job specifications for a particular title shall be processed as classification appeals in accordance with N.J.A.C. 4A:3-3.9 et. seq.

Revised 1990

## ARTICLE XXI

### Health and Safety

Health and safety are concerns of both the Welfare Board and the Union. Accordingly both parties mutually recognize the need for a safe and healthful work environment for all employees covered by this Agreement. The Welfare Board therefore agrees to comply with all applicable federal and/or state laws and regulations governing health and safety. Additionally, the parties agree to the formation of a Health and Safety Committee comprised of representatives of both the Welfare Board and the Union. Said committee shall meet at times mutually agreeable to the representatives for the purpose of making recommendations to the Welfare Board concerning the subjects to health and safety.

ARTICLE XXII

Employee Notification

The Board will attempt to notify employees of new policies, rules and regulation, by whatever means the Board deems appropriate to the circumstances.

Additionally, job vacancies within the bargaining unit will be posted on the two official bulletin boards, so designated for employee vacancies, located in the first floor hallway near the kitchen, and second floor hallway near the clerical office.

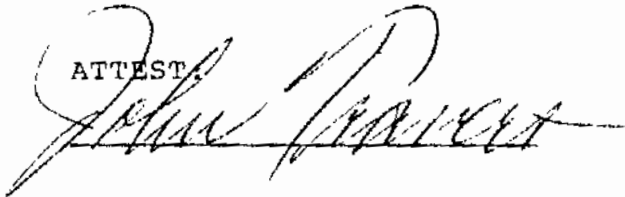
ARTICLE XXIII

Duration

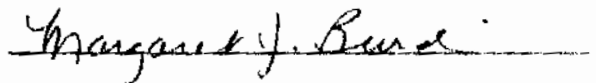
Except as otherwise provided herein, this Agreement shall be in full force and effect as of the first day of July, 1990, and shall remain in full force and effect through the 30th day of June, 1993. If either party desires to modify or terminate this Agreement, it must, no later than April 1, 1993 give written notice of its intention. In the event no such notice is received by April 1, 1993, this Agreement shall continue in effect from year to year after June 30, 1993, subject to modification or termination by either party upon written notice given prior to April 1 of any succeeding year.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.

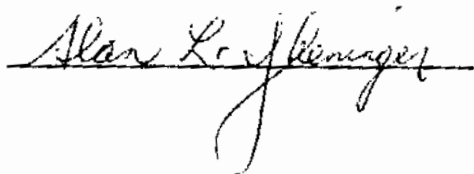
ATTEST:

  
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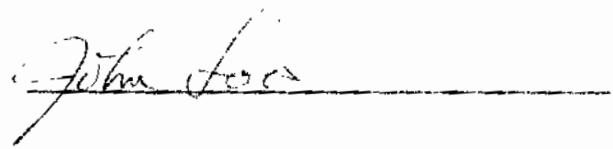
WARREN COUNTY WELFARE BOARD

  
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ATTEST:

  
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COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

  
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## TITLES AND RANGES

Effective July 1, 1990 through June 30, 1993

<u>Title</u>	<u>Range</u>
Account Clerk	08
Clerk Stenographer	09
Clerk Transcriber	09
Clerk Typist	08
Data Processing Coordinator	22
I.M. Specialist	19
I.M. Supervisor	22
I.M. Technician	14
I.M. Worker	16
C.S. Supervisor	22
C.S. Specialist	19
C.S. Worker	16
Principal Account Clerk	14
Principal Clerk Stenographer	14
Principal Data Control Clerk	17
Senior Account Clerk	11
Senior Clerk Stenographer	11
Senior Clerk Transcriber	11
Senior Data Control Clerk	11
Senior Data Entry Machine Operator	10
Social Worker	19
Social Work Supervisor	22
Supervising Account Clerk	17
Data Entry Machine Operator	08
Social Service Aide	08

Revised 1990  
(Titleran1)  
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