Contract no. 88,9

**AGREEMENT** 

BETWEEN

COUNTY OF UNION

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

EFFECTIVE: JULY 1, 1990 THROUGH JUNE 30, 1993

## Prepared by:

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## PREAMBLE

THIS AGREEMENT, effective the 1st day of July, 1990, is entered into by and between the COUNTY OF UNION 80 Broad Street, Elisabeth, New Jersey (hereinafter referred to as the "Employer") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, 1030 St. Georges Avenue, Avenel, New Jersey (hereinafter referred to as the "Union").

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, to establish an equitable and peaceful procedure for the resolution of differences, and to establish rates of pay, hours of work and other conditions of employment.

## ARTICLE I. RECOGNITION

In accordance with the certification of the American Arbitration Association dated April 18, 1969, the Employer recognizes the Union as the exclusive collective negotiations representative for:

Account Clerk/Clerk Bookkeeper
Child Support Specialist
Child Support Worker
Clerk
Clerk Stenographer
Clerk Transcriber
Clerk Typist

Data Control Clerk

Data Entry Machine Operator

Income Maintenance Specialist

Income Maintenance Technician

Income Maintenance Worker

Investigator/CWA

Messenger

Receptionist

Senior Account Clerk

Senior Clerk

Senior Clerk Bookkeeper

Senior Clerk Stenographer

Senior Clerk Transcriber

Senior Clerk Typist

Senior Data Entry Machine Operator

Senior Receptionist

Senior Telephone Operator

Social Worker

Social Worker Specialist

Supervisor of Data Entry Machine Operator

Telephone Operator

## Senior Data Bring Machine Operator

In accordance with the certification of the New Jersey
Public Employment Relations Commission, Case No. 89-66, the
Employer further recognizes the Union as the exclusive

collective negotiations representative for:

Principal Account Clerk

Principal Clerk

Principal Clerk Transcriber

Principal Clerk Typist

Principal Data Entry Machine Operator

Supervising Account Clerk

Supervising Clerk

Supervising Data Entry Machine Operator

Supervising Telephone Operator

Training Technician

Senior Building Maintenance Worker

In addition, the Employer further recognizes the Union as the exclusive collective negotiations representative for:

Accountant

Paralegal Specialist

It is agreed that in the event the Employer, during the term of this Agreement, adds new job titles which it classifies at Range Number 19 or below, then, and in that event, the parties hereto will meet after thirty (30) days and enter into collective negotiations concerning the recognition of the Union as the exclusive collective negotiations representative for the new job titles.

## ARTICLE II. MANAGEMENT RIGHTS

It is the intention hereof that all of the rights, powers, prerogatives and authorities that the Employer had prior to the signing of the Agreement are retained by the Employer except those and only to the extent that they are specifically abridged or modified by this Agreement.

It is agreed that the above-recited management rights are not subject to the grievance procedures set forth in Article VI hereof.

## ARTICLE III. UNION RIGHTS

## Section 1.

A list of new employees, if any, in the bargaining units will be furnished to the secretary of the local Union within ten (10) days after appointment by the Employer.

#### Section 2.

The local Union will be allowed by the Employer a period not to exceed fifteen (15) minutes to address all new employees. Section 3.

The local Union will be allowed by the Employer space for no more than two Union bulletin boards on each floor of offices occupied by the Division of Social Services same to be no larger than 4' x 4'. Said bulletin boards to be placed as reasonably agreed to by the Employer and the Union.

Union notices shall be limited to the local Union bulletin board.

#### Section 4.

Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the Director, Division of Social Services, will be allowed by the Employer to take a total not to exceed in the aggregate, twenty-five (25) days leave with pay per contract year to participate in Union conferences, conventions, and to conduct other Union business.

#### Section 5.

Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the Director, Division of Social Services, will be allowed by the Employer to take a total not to exceed in the aggregate, twenty (20) days leave without pay per contract year to participate in Union conferences, conventions and to conduct other Union business.

#### Section 6.

The Union will be allowed space for their file cabinet and typewriter.

## Section 7.

One employee selected by the Union shall be allowed to attend daytime Board of Chosen Freeholder, County of Union meetings without loss of personal time or use of Union leave.

## ARTICLE IV. DUES CHECK OFF

#### Section 1.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from the third pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Employer shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. Dues shall be such amounts as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

#### Section 2.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative, Communications Workers of America, AFL-CIO.

#### Section 3.

Any employee who does not authorize dues deductions as a member of the Union shall pay a seventy-five per cent (75%) representation fee in lieu of dues for services rendered by the

Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey P.L. 1979, Chapter 477, (N.J.S.A. 34:13A-5, et seq.). Membership in the Union is available to all employees on an equal basis and maintains a demand and return system which complies with the requirements of Section 2(c) and 3 of the Act. The payroll deductions for such representation fee shall be made pursuant to the procedure as above established for regular union dues, except that the authorization assignment form need not be executed by the employee, but shall rather be executed by the Union.

## Section 4.

The Employer agrees and shall use its best efforts to have the county payroll department provide payroll deductions for the CWA Committee on Political Education (COPE) Fund, the amount to be deducted as per employee's request on a written authorization form provided by the Union to the Employer.

#### Section 5.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Article.

#### Section 6.

When an employee is promoted out of the bargaining unit, the Employer shall notify the County Finance Department to terminate dues, representation fee and/or CWA COPE payroll

deduction. The Employer will notify the Union in writing of such action.

#### ARTICLE V. HOURS OF WORK

## Section 1.

The normal work week from July 1, 1990 through June 30, 1993, shall consist of thirty-five (35) work hours per week, seven (7) hours per day, and five (5) days per week.

The Director, Division of Social Services or his designee may stagger the lunch hour to meet the workload to be performed so that the public may be served.

The working day for employees may be varied or extended by the Director, Division of Social Services or his designee as the need arises. When, by reason of the pressure of official business, an employee is authorized and required to work on a holiday, as indicated hereafter, or to work overtime, the employee, at his or her option, is entitled to receive cash compensation or, if permitted by law, compensatory time off for their overtime employment beyond thirty-five (35) hours in any given work week at a rate of 1 1/2 times the regular rate or time at which they are employed.

## Section 2.

The parties to this Agreement recognize the desirability of caseworkers having scheduled time for the purpose of dictation and other necessary paperwork.

## Section 3.

The Employer shall have the option that all projects or surveys will be performed by the Employer, on overtime, if necessary, at the discretion of the Employer consistent with the workload as it then exists.

## ARTICLE VI. GRIEVANCE PROCEDURE

## Section 1 - 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 this Agreement. 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 Division of Social Services and having the grievance adjusted without the intervention of the Union.
- 3. The Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the Union and the grievant.

## Section 2 - Definitions.

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

- 1. A breach, 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 "contractual grievance"; or,
- 2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy or orders applicable to the Division of Social Services which shall be processed up to and including the County Manager and shall hereinafter be referred to as a "non-contractual grievance".

## Section 3 - Presentation Of A Grievance.

A representative designated by the Union will present the case of the grievant. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person, essential witnesses, if any, who are employees of the Division of Social Services, and one (1) Union representative who is an employee of the Division of Social Services throughout the grievance procedure.

## Section 4 - Steps Of The Grievance Procedure.

The following constitute the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

#### Step 1:

(a) An aggrieved employee or the Union shall file a written and signed grievance with the Welfare

Director within 15 working days of the occurrence giving rise to the grievance or within 15 working days after the aggrieved employee or the Union should have reasonably known of its occurrence. Failure to file the grievance within the 15 working day period shall constitute an abandonment and/or waiver of the grievance.

(b) The Welfare Director shall meet and confer with the representative designated by the Union and shall render a written decision to the grievance within 5 working days after its receipt or any such meeting.

## Step 2:

is (a) Ιf the Union not satisfied with disposition of the grievance at Step 1, or if no written decision has been rendered within 5 working days as set forth in Step 1, the grievance shall be referred by the Union to the Director of the Department of Human Services or his/her designee within 5 working days from the date a written decision was or should have been Failure to rendered in Step 1. move grievance within the aforesaid time constitute an abandonment and waiver of the grievance.

(b) The Director of the Department of Human Services or his/her designee shall meet and confer with the representative designated by the Union and shall render a written decision to the grievance within 5 working days after its receipt or any such meeting.

#### Step 3:

- (a) If a grievance is not resolved at Step 2, or if no written decision has been rendered within 5 working days as set forth in Step 2, the Union may file the grievance with the County Manager or his/her designee within 10 working days after the written decision was or should have been rendered in Step 2. Failure to file within the 10 day time period shall constitute abandonment and waiver of the grievance.
- (b) The County Manager or his/her designee shall meet and confer with the representative designated by the Union and shall render a written decision to the grievance within 15 working days after its receipt or any such meeting.

## Step 4 - Binding Arbitration:

(a) If the Union is dissatisfied with the decision of the County Manager concerning a <u>contractual</u> grievance, the Union may within 10 working days the receipt of the decision or within 10
working days of the date the written decision
should have been received, request binding
arbitration, consistent with civil service laws,
rules and regulations. If no such request is
made within the stated time, the grievance shall
be deemed to have been abandoned and waived and
shall not be entitled to be submitted to
arbitration.

- (b) Arbitration shall be conducted under the auspices of the New Jersey State Board of Mediation, pursuant to its rules and regulations.
- mailing a written demand for arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, with a copy of the demand being mailed to the County Manager and to the County Director of Personnel. The written demand shall request the New Jersey State Board of Mediation to submit duplicate panels of arbitrators to the Union and to the County Manager so that they may exercise their right of selection and file same directly with the New Jersey State Board of Mediation pursuant to its rules.

- (d) The decision of the arbitrator shall be final and binding upon the parties and shall be in writing setting forth findings of fact, reasons and conclusions on the issue(s) submitted.
- (e) The cost of the arbitrator shall be borne equally by the Union and the Employer.
- (f) The cost of any transcript shall be borne by the party requesting it.
- (g) No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision.
- (h) In the event of the submission of any matter to arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement.

## ARTICLE VII. SENIORITY CONSIDERATIONS

## Section 1.

Seniority is defined as continuous unbroken service with the Employer.

## Section 2.

The employee will follow a vacation schedule suited to the overall needs of the Employer and considerate of the employee. The present policy will be continued of granting vacation time by seniority in each working unit wherever possible and practical.

## Section 3.

Seniority shall be given consideration by the Employer with respect to reassignments and provisional promotions.

## Section 4.

All promotions and promotional policies are subject to the New Jersey Civil Service Law rules and regulations.

## Section 5.

The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job title who possess the requirements enunciated by civil service laws subject to subsequent certification by the department of personnel.

## ARTICLE VIII. JOB POSTING

A job opening or vacancy for a title covered by the Union bargaining unit to be filled by a provisional promotion, which involves a range change, shall be posted on an appropriate bulletin board for a period of ten (10) working days. A copy of all job postings within the unit shall be forwarded to the CWA Local President.

## ARTICLE IX. REASSIGNMENTS

Employees shall be consulted prior to reassignment. Employees who are to be reassigned shall be given notice as soon as practicable. However, Employer's discretion in assignments and reassignments shall be final.

## ARTICLE X. HOLIDAYS

The legal paid holidays fixed by New Jersey statutes, are as follows:

New Year's Day
Martin Luther King, Jr.'s, Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

In addition to the aforementioned holidays, the Employer will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Union County declares a holiday for county employees. In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday. In the event any of the above statutory holidays falls on a Saturday, it shall be celebrated on the preceding Friday.

## ARTICLE XI. VACATIONS

## Section 1.

Full-time employees on payroll of the Division of Social Services of the employer prior to July 1, 1990 shall be granted vacation leave as follows:

- A. One working for each month or major fraction thereof of employment during the first calendar year of employment.
- B. Twelve working days after the first calendar year up to and including 5 years of employment.
- C. Fifteen working days after the first 5 years of employment and up to and including the 10th year of employment.
- D. Twenty working days after ten years up to and including fifteen years of employment
- E. Twenty-two working days after 15 years up to and including 20 years of employment.
- F. Twenty-six working days after 20 years up to and including 25 years of employment.
- G. Twenty-eight working days after 25 years of employment.

#### Section 2.

Full-time employees hired on or after July 1, 1990 shall be entitled to vacation leave as follows:

A. During the first calendar year of employment, employees shall earn 1 vacation day for each

month of service during the calendar year following the date of employment.

- B. Employees with 1 to 8 years of service shall be entitled to 13 working days.
- C. Employees with 8 completed years to 10 years of service will be entitled to 14 working days.
- D. Employees with 10 completed years to 15 years of service will be entitled to 17 working days.
- E. Employees with 15 completed years to 20 years of service will be entitled to 19 working days.
- F. Employees with 20 completed years to 25 years of service will be entitled to 21 working days.
- G. Employees with 25 or more completed years of service will be entitled to 26 working days.

## Section 3.

Part-time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 or Section 2, as the case may be.

## Section 4.

An employee who has resigned or who has otherwise separated from employment shall be entitled to vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which this separation becomes effective, in addition to any unused vacation due for the previous year.

## Section 5.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

#### Section 6.

If an employee leaves the County's employ for any reason, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This charge will be deducted from his final pay check.

#### Section 7.

The Employer may allow an employee to carryover vacation to the next succeeding calendar year only, subject to the Employer approving same based upon the pressure of work or for any other valid reason approved by the Employer. The employee must request the vacation carryover no later than November 1.

## Section 10.

Employees may take vacation days in half-days.

# ARTICLE XII. PERSONAL BUSINESS AND RELIGIOUS LEAVE Section 1.

Employees on the payroll of the Division of Social Services of the Employer prior to July 1, 1990 shall earn personal leave as follows:

- A. During the first calendar of employment a full-time employee shall earn 1 day for every 3 months of employment up to a maximum of 3 days for the calendar year.
- B. After the completion of 5 years of continuous employment, full-time employees shall be granted a

total of 4 personal leave days per year. This additional personal day shall be effective on the date of the employee's 5th anniversary and must be used by December 31 of the year in which this additional personal day accrues. For purposes of this paragraph only, continuous service means employment without a break in service (defined herein as a resignation or removal between periods of employment).

## Section 2.

Employees hired on or after July 1, 1990 shall be entitled to personal business and religious leave as follows:

Employees who are employed less than 1 year are entitled to be granted up to 3 personal days all for personal business as hereinafter defined or for religious reasons in accordance with the Schedule hereinafter set forth;

Employees who have been employed for more than 1 year are entitled to be granted up to 3 days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the request of the leave as far in advance as possible. The request by the employee shall be directed to the Director of the Division of Social Services. The leave may only be taken if the Director of the Division of Social Services approves and grants said leave.

The following schedule shall only apply to employees with less than 1 year of employment:

- A. One day after 4 months of employment.
- B. One additional day after 8 months of employment.
- C. The third day may be granted between the 10th and 12th month of employment.

## Section 3.

Personal leave days must be taken as whole days or half days.

## Section 4.

No personal leave shall be applied for, approved or granted immediately before or after any vacation period or holiday period, except with the Director's approval.

## Section 5.

Days of leave as provided herein must be used in a 1 year period and shall not be cumulative from year to year.

## ARTICLE XIII. DEATH IN FAMILY

## Section 1.

Full-time employees shall be entitled to 5 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of a spouse or child.

#### Section 2.

Full-time employees shall be entitled up to 3 days with pay commencing with the date of death during the absence from duty

caused by the death and attendance at the funeral of the employee's mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law or other relative residing in the employee's household.

## ARTICLE XIV. LEAVE OF ABSENCE WITHOUT PAY

#### Section 1.

A leave of absence without pay for medical reasons may be granted after use of all earned sick time.

## Section 2.

A leave of absence without pay for other than medical reasons may be granted only after use of all earned vacation and personal days.

#### Section 3.

Application for such leave of absence set forth in this Article shall be made in writing to the Director of the Division of Social Services. Application for a leave of absence without pay for medical reasons shall have attached thereto a physician's certificate setting forth the medical condition necessitating such leave. The approval of such request for a leave of absence without pay shall be in the sole discretion of the Director of the Division of Social Services.

## Section 4.

Employees on a leave of absence without pay do not accrue holidays, sick leave or vacation benefits.

## Section 5. Military Leave.

Military leave will be granted to permanent employees who enter active duty with the military or naval services in time of war or emergency in accordance with N.J.A.C. 4A:6-1.11. Permanent, full-time or provisional employees who are members of the National Guard, Naval Militia, Army, Air National Guard or a Reserve component of the armed forces, who are required to undergo annual field training or active duty shall be granted leave in accordance with N.J.A.C. 4A:6-1.11. Such leave of absence shall be in addition to vacation. Employees shall provide a copy of the orders for military training to their Department Head prior to requesting military leave.

## Section 6. Maternity Leave .

Permanent employees who are entitled to pregnancy-disability leave who are without or have exhausted accrued sick leave, may be granted a leave of absence without pay by the Employer to the end of the period of pregnancy-disability. Such leave of absence may be granted by the Employer, subject to approval by the N.J. Department of Personnel, for a period or periods not to exceed a total of one (1) year from the initial date of pregnancy disability leave, upon written request when accompanied by a doctor's certificate setting forth the need therefor.

## Section 7.

Permanent employees, upon giving birth to a child, may be granted a leave of absence without pay by the Employer, subject

to approval by the N.J. Department of Personnel, for a period or periods not to exceed a total of one (1) year from the date of delivery for the purpose of child care of the infant upon written request of the employee and upon the same terms and conditions applicable to all other non-medical leaves without pay.

## ARTICLE XV. SICK LEAVE

#### Section 1.

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (spouse, child, legal ward, grandchild, foster child, father, mother, legal quardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relatives residing in the employee's household); (4) death in the employee's immediate family for a reasonable period of time. Up to 5 days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to 3 days will be permitted during the absence from duty of employees when such absences is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined above. Sick leave may also be used by a handicapped employee for absences related to

acquisition or use of an aid for the handicap when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Employer.

#### Section 2.

If an employee is absent for reasons that entitle him to immediate sick leave, his supervisor shall be promptly. Failure to notify the supervisor may be cause for disciplinary action. Absence without notice for consecutive days shall constitute a resignation, not in good standing.

## Section 3.

Sick leave is earned in the following matter:

- A. New employees shall only receive one working day for the initial month of employment if they begin work on the first through eight day of the calendar month and one-half working day if they begin on the ninth through the twenty-third day of the month.
- B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen working days.
- C. Part-time employees shall be entitled to a proportionate amount of paid sick leave.

- D. Paid sick days shall not accrue during a leave of absence without pay or suspension.
- E. Sick leave credit shall not accrue after an employee has resigned or retired although his name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- F. Unused sick leave shall accumulate from year to year without limit.

#### Section 4.

An employee who is absent for 5 or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. In addition, the Employer in its discretion may require proof of illness of an employee on sick leave whenever such proof appears reasonable.

## Section 5.

The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

#### Section 6.

Effective January 1, 1988, the Employer agrees to introduce a program of payment for unused sick leave upon retirement in accordance with the following requirements:

1. Eligibility for payment under this program requires that an employee must retire with at least twenty-five

- (25) years of service solely with the Union County Division of Social Services (including service with the former Board of Social Services), and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon the effective date of retirement.
- 2. Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Schedule "A" and made a part hereof.
- 3. Employees who are eligible for this benefit shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused leave to a maximum of \$7,000.00.

## ARTICLE XVI. AUTOMOBILES

The Employer shall make every effort to assure that automobiles furnished to employees for use in the performance of work duties shall be in a safe condition. Employees shall utilize assigned Employer automobiles and are required to take notice of any defects in such automobiles and to bring the automobiles to the county garage for the necessary repairs or servicing as soon as reasonably practicable. The employee shall prepare a brief report as to the repairs or servicing in the manner required by the Employer.

## ARTICLE XVII. EDUCATION ASSISTANCE

Graduate and undergraduate assistance may be granted at the discretion of the Employer. Such assistance may be in the form of educational leave with or without stipend, tuition reimbursement and tuition aid, pursuant to Schedule B.

The Educational Leave Committee shall review requests for educational assistance. The Educational Leave Committee shall contain at least one member of the Union who shall be selected by the Union.

## ARTICLE XVIII. HEALTH BENEFITS

#### Section 1.

Employees shall be covered under the County health benefit plan with Blue Cross/Blue Shield Plan of New Jersey or, at the election of the employee, enrollment in Pru Care Plus, an approved HMO, the latter being at the employee's additional cost. The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of \( \cdot \frac{60}{1089} \) of its intention to change any such coverage.

## Section 2. Prescription Plan.

Effective September 1, 1990 or as soon thereafter as is reasonably practicable, Employees shall be covered under the Employer's drug prescription plan with Paid Prescription with a \$2.00 co-pay.

The Employer reserves the right to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to change any such coverage.

## Section 3. Retiree Benefits.

Effective July 1, 1987 the following benefits shall be extended to all employees covered by the recognition clause of this collective bargaining agreement subject to the following terms and conditions:

(a) Employees must have been actively employed by the Union County Division of Social Services (formerly Board of Social Services) on or after July 1, 1987 and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the Division of Social Services (or Board of Social Services, as the case may be), or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the reasonable satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility

requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the Division of Social Services (or Board of Social Services, as the case may be) to verify that no other source of insurance coverage is provided for them.

(b) Upon implementation of this benefit, the Employer shall be obligated to subsidize the cost of the health insurance premiums for qualifying retirees of the health benefits set forth in section A hereinabove as follows:

<u>Category</u> Single, Under 65 Single, Over 65	Employer's Subsidy \$57.18 per month \$14.39 per month
H/W Under 65 H/W Spouse Over 65 P/C Employee Under 65	\$85.00 per month
H/W Over 65 H/W Employee Over 65 P/C Employee Over 65	\$28.49 per month
Family Under 65 Family Spouse Over 65	\$85.00 per month
Family Over 65 Family Employee Over 65	\$39.43 per month

The remaining costs of the said health insurance plan shall be borne by the retiree.

(c) In the event that the amount of the Employer's contribution is subsequently reduced or even eliminated in successor agreements, the change in practice shall apply to those persons already retired. Similarly, in the event that

the said health insurance plan is changed or modified in any way in successor agreements, the new plan shall apply to the retirees.

## Section 4. Dental.

Employees shall be covered by the County dental program with New Jersey Dental Service Plan Group No. 3238. The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to change any such coverage.

## Section 5. Disability Protection.

Effective October 1, 1990, the Employer shall provide a short term disability plan through CIGNA which provides two-thirds (2/3) of a weekly wage to a maximum benefit of \$261.00 per week with a 26 week maximum indemnity period. The waiting period shall be 7 days for both accident and/or sickness, or accumulated sick leave, whichever is greater.

Coverage for all employees on payroll as of September 30, 1990 will be effective October 1, 1990. Coverage for those employees hired on or after October 1, 1990 will commence on the first day of the month following three consecutive months of employment.

The Employer will pay \$50.00 per year per employee towards the cost of premium (\$4.17 per month per employee). Each

covered employee shall be responsible for the payment of the monthly premium balance in excess of the Employer's payment. The employee's share of the premium cost will be paid by payroll deduction.

The Employer reserves the right to change insurance carriers or to change or modify coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to make any such change.

For the period January 1, 1990 to October 1, 1990 the Employer's contribution (\$4.17 per employee for 9 months) shall be utilized to establish a fund out of which the Employer will pay on a pro rata basis employees who would otherwise qualify for temporary disability pay.

## Section 6. Extension of Benefits.

For employees on payroll of the Division of Social Services prior to July 26, 1990, the Employer shall pay its share of the premiums for hospitalization, major medical, prescription and dental during an approved leave of absence without pay for up to a maximum of 30 days. Thereafter, the employee shall be permitted to continue his/her coverage for up to 11 months after Employer paid coverage ends by pre-paying the monthly premium at least 30 days before the coverage month.

With regard to employees hired on or after July 26, 1990, the Employer shall only be responsible for its share of the

premium for hospitalization and major medical for up to a maximum of 30 days. Thereafter any such employee shall be permitted to continue his/her hospitalization, major medical coverage for up to 11 months after Employer paid coverage ends by pre-paying the monthly premium at least 30 days before the coverage month.

## ARTICLE XIX. HEALTH AND SAFETY

## Section 1.

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Health and safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all employees.

#### Section 2.

Three (3) representatives of the Local Union, and representatives of the Employer shall meet regularly as a joint Health and Safety Committee. This committee will discuss operating procedures or policies relative to the safe operation of the physical plant, work environment, health and well-being of the employees in the Division of Social Services. This committee shall be an advisory body and its recommendations shall be non-binding.

#### ARTICLE XX. SALARIES AND COMPENSATION

#### Section 1.

The following increases shall be made to the base annual rate of each individual bargaining unit employee:

Effective July 1, 1990 6% Effective July 1, 1991 6% Effective July 1, 1992 5%

The above salary increases are reflected in Schedule C annexed hereto.

All bargaining unit employees will be paid pursuant to the ranges set forth in Schedule D annexed hereto.

Effective July 1, 1990, the minimum base annual salary for the clerk title shall be increased to \$14,285.00 exclusive of the negotiated wage increase.

Effective June 30, 1993, the title of Income Maintenance Technician shall be increased to range 14 on the existing salary schedule.

#### Section 2.

Bargaining unit employees who have retired as of July 1, 1990 or those employees who are on the Employer's payroll as of July 26, 1990 shall be entitled to retroactive pay. Bargaining unit employees who are on leave of absence without pay shall receive pro rata retroactivity upon return to active service. Bargaining unit employees terminated for cause prior to July 26, 1990 shall not be entitled to retroactive pay.

#### Section 3

All employees hired after July 1, 1985, holding the position of Income Maintenance Technician, upon the completion of two years as an Income Maintenance Technician with at least one year of permanent status as an Income Maintenance Technician and with satisfactory performance will be promoted to the position of Income Maintenance Worker, range 16.

Section 4

When an employee is authorized and required by the employer to work outside of their job classification for a period of either 15 consecutive work days or a total of fifteen days in segments of five or more consecutive days, they shall be compensated at the rate of pay for that job classification for the rate of pay for their own job classification, which ever is e for the total number of hours worked outside their own employee works classification. Ιf the at classification, the employee will be paid on the same basis as though such employee was provisionally promoted to the said job classification.

# ARTICLE XXI. INCREMENTS AND CLASSIFICATION CHANGES Section 1

Effective July 1, 1990 through June 30, 1993, all employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

- An employee hired, effective January 2 through April
   will be eligible to receive an increment on April 1 of the following year;
- An employee hired, effective April 2 and through July
   will be eligible to receive an increment on July 1 of the following year;
- 3. An employee hired, effective July 2 through October 1, will be eligible to receive an increment on October 1 of the following year;
- 4. An employee hired, effective October 2 through January 1, will be eligible to receive an increment as of January 1 of the beginning of the second year following date hired.

#### Section 2.

Any employee who is promoted or reclassified to another title with a higher salary range 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 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 as indicated in Section 1 above. The new anniversary date shall be assigned on the basis of the effective date of the salary increase in the same manner as indicated in Section 1 for newly-hired employees.

If any employee is subsequently appointed to another title within one (1) year with a lower salary range, the employee's salary will be reconstructed on the basis of the employee's previous employment record.

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Any employee who is subsequently appointed to another title after one (1) year with a lower salary range shall have their 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 they are being reassigned.

### ARTICLE XXII. LONGEVITY

The present longevity plan, as adopted by the Board of Chosen Freeholders of the County of Union in Resolution No. 163 of April 13, 1967, as amended, which sets forth the procedures, mechanics, and details of said plan, will continue for those employees who were on the payroll as of December 31, 1972. Any employee hired after that will not be included in the longevity plan.

Longevity is based on the salary of the employee (limited to \$16,000.00) as of December 31 of the preceding year and is to be approximately computed as follows:

8 years but less than 10 years of continuous employment, 2% of their salary as of the determining date;

- 10 years but less than 15 years of continuous employment, 4% of their salary as of the determining date;
- 15 years but less than 20 years of continuous employment, 6% of their salary as of the determining date;
- 20 years but less than 25 years of continuous employment, 8% of their salary as of the determining date;
- 25 years or more of continuous employment, 10% of their salary as of the determining date.

In the event the Union County Board of Freeholders shall amend their present longevity plan, then the parties hereto will meet after 30 days of the effective date of the amendment and enter into collective negotiations concerning the longevity plan herein.

#### ARTICLE XXIII. DISCIPLINE

Discipline shall only be for just cause.

#### ARTICLE XXIV. PERSONNEL FILES

Each employee shall be given the opportunity to review the contents of his/her personnel file upon request to the Director, Division of Social Services or his designee at a time reasonably convenient to the parties. The employee shall have the right to respond to any document in his/her personnel file and to be provided a copy of same. Each page at a cost as presently scheduled by Union County:

1st through 10th page..... \$.50 per page 11th through 20th page..... \$.25 per page all pages over 20..... \$.10 per page

#### ARTICLE XXV. NO STRIKE/NO LOCKOUT

It is agreed that during the term of this Agreement neither the Union, it officers or bargaining unit employees shall instigate, call, sanction, condone or participate in any strike or in any capacity withhold labor and that there shall be no lockout of the employees by the Employer.

#### ARTICLE XXVI. FULLY BARGAINED AGREEMENT

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

#### ARTICLE XXVII. SEVERABILITY

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, 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 XXVIII. MISCELLANEOUS

The parties agree to establish a committee for the purpose of studying flex-time within the Division of Social Services. The committee shall meet within two months after the execution

of the collective bargaining agreement. Within four (4) months thereafter, the committee shall make a joint recommendation to the County Manager as to flex-time. Within two (2) months after the recommendation has been received by the County Manager, the County Manager shall make a decision on the recommendation submitted.

It is explicitly understood by the parties that the aforementioned committee to study flex-time shall be solely and an advisory body and any recommendation shall be non-binding upon the parties.

#### ARTICLE XXIX. DURATION

#### Section 1.

This Agreement shall become effective on July 1, 1990 and shall remain in full force and effect until June 30, 1993.

## Section 2.

The Agreement shall be renewed, except for those provisions which specifically terminate as indicated in the Agreement, from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to June 1, 1993, or June 1 of any succeeding year for which the Agreement has been renewed.

#### Section 3.

The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or

after July 1, 1993, subject to the provisions above. Both parties shall be in contact with each other by March 15, 1993 to schedule a meeting to be held prior to the April board meeting to exchange in writing their proposals, if any, for the successor agreement. Each party may have a negotiating team not exceeding five (5) members for each party. Each party to this Agreement may, by mutual consent, modify upward or downward the number of members for each team.

IN WITNESS WHEREOF, the parties have caused the same to executed by its respective Officers, or Agents, on

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THE COUNTY OF UNION

ATTEST:

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

Local 1080

International Representative

#### SCHEDULE A

#### UNUSED SICK LEAVE PAYMENT

#### REGULATIONS

#### 1. EFFECT ON OTHER RETIREMENT BENEFITS:

The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.

#### 2. LIMITATIONS:

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- a) no employee who elects a deferred retirement benefit shall be eligible.
- b) an individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

#### 3. DEATH OF AN EMPLOYEE:

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.

#### 4. DISABILITY RETIREMENT:

Employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eliqible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently re-enter county employment, they will not be eligible to have their annual sick leave reinstated to Employees re-entering county employment their records. subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hire employee.

#### 5. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and service and who subsequently re-enters County employment will be considered to have incurred a break in service.

#### 6. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County, except for service with the former Board of Social Services.

#### 7. COMPUTATION:

a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred,

only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.

- b) The amount shall be computed at the rate of 1/2 the employees daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift differential, stipend or other supplemental pay shall not be included in the computation.
- c) In no event shall payment for unused accumulated sick leave exceed \$7,000.
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- f) A retiree must be officially off the County's payroll at the time of payment.

#### 8. GENERAL PROCEDURES:

a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment.

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#### PUBLIC ASSISTANCE STAFF DEVELOPMENT PROGRAM

# 1. Objectives for the public assistance staff development program.

The purpose of public assistance staff development is to enable the public welfare agency to achieve its operating goals effectively and efficiently. The quality and extent of service an agency is able to provide is dependent on the competence and skill of the staff charged with delivering those services. Therefore, increasing the competence of staff in order to assure the highest quality of service to the people served by the public assistance program is a continuing objective.

# 2. County welfare agency training and staff development personnel.

The Director of a county welfare agency shall be responsible for the administration of the training and staff development function of the agency. A training supervisor and appropriate additional training and support staff shall be employed in order to adequately provide for the orientation to the agency of all new staff (clerical, professional, para-professional), intensive skill training requisite for effective job performance, supervisory training, and other training needed because of the expanding and/or changing programs, functions, and responsibilities of the total agency.

### 3. Training advisory committee.

Each county welfare agency shall establish a training advisory committee which assists with the development of an annual training plan, staff development and training policies and procedures, programmatic directions.

### 4. Components of the staff development and training program.

- A. The components of a county welfare agency staff development program shall include: Initial in-service training; programmatic in-service training; management and supervisory training; career/professional development; and academic, degree-oriented, and other long-term educational programs.
- l. Initial in-service training is a formal training program to acquaint, through intensive task-oriented instruction, new and transferring employees (and volunteers as applicable) with the mission, policies, and procedures of the agency, and appropriate sub-units, and for building knowledge and skills required to assume new or changing job responsibilities. This also includes orientation to the agency, administrative policies and procedures, communications training and problem-solving instruction.

- 2. Programmatic in-service training is training related to the tasks and requirements inherent in particular positions within the agency. This training should enable employees to improve their knowledge, skills, and job performance.
- 3. Management and supervisory training is formalized skill development training for managerial and supervisory staff. It may include training to: develop and use organizational systems, assess agency performance in meeting goals, improve interpersonal skills, better plan and establish fiscal and programmatic priorities and means for implementation, and enhance organizational capacity for service delivery.
- 4. Career/professional development includes activities and programs aimed at providing information, experiences, and training that may enhance an individual's opportunities for advancement or career development.
- 5. Academic, degree-oriented and other long-term educational programs are academic programs which will increase expertise in areas relevant to the agency's mission. These programs may include educational leave, tuition reimbursement, tuition aid.
- B. Educational leave may be full-time leave with or without stipend and/or tuition. This may be granted for full-time enrollment in an accredited school of the employee's choice. Only permanent employees may receive full-time leave with or without stipend and/or tuition. Such professional or technical education should be required of the position for which the employee is occupying or will be assigned to. An employee for full-time educational leave must receive prior approval from the Division of Public Welfare as well as the county welfare training advisory committee.
- 1. If a stipend is requested by the employee and approved by the county welfare agency training advisory committee and the Division of Public Welfare, the stipend is to equal 80% of the salary being earned by the employee at the time of registration or \$600 per month, whichever is less. This stipend is subject to mandatory deductions and any elective deductions agreed upon by the employee. An employee must have current permanent status in a Department of Personnel title as one of the conditions for full-time leave with/without a stipend and/or tuition. Salary is not to be paid to an employee while he or she is receiving a stipend. If the employee is eligible to receive scholarships or stipends from sources other than the agency, he or she must utilize these first and the agency stipend and/or tuition aid may be used to supplement up to the amount the agency would have authorized if it were the single funding source. Such acceptance of financial aid outside of the agency must, in no way, obligate the employee/student to a work commitment in other than a sending county welfare agency which is granting the release time.

- 2. Prior to receiving agency stipend and/or tuition aid, the employee must sign a service commitment (Educational Leave Agreement) to return to the sending county welfare agency immediately upon completion of his or her course of study.
- 3. If the employee on full-time educational leave with or without stipend and/or tuition aid receives a degree and decides not to return to work, he or she has an obligation to notify the Director of the county welfare agency of his or her intention to resign. The conditions contained in the Educational Leave Agreement must then be invoked and the employee will be required to repay the county welfare agency all monies received (in the form of stipend, tuition, etc.) in his or her behalf.
- 4. If an employee terminates employment before completion of the service commitment, he or she must repay the county welfare agency the financial value of the stipend and/or tuition that have not been repaid in work commitment.
- 5. The work (service) commitment to the agency is one and one-half months for each month the employee/student was on leave with stipend and/or tuition aid.
- C. <u>Tuition Reimbursement</u> is financial aid granted to an employee attending class part-time at an accredited institution. Release time may not exceed four (4) hours per week per employee. If more than four hours per week is required, work schedules may be modified when feasible to accommodate the need but requires approval of the Director of the county welfare agency. If additional time is needed and the work schedule cannot be modified, a request for approval of the additional time must be made through the Division of Public Welfare.
- 1. An employee may not be reimbursed for more than fifteen (15) credits during the fiscal year.
- 2. Employees receiving tuition aid must be permanent full-time employees who have completed at least one (1) year of satisfactory service on or before the beginning date of the course(s) for which reimbursement is requested.
- 3. Employees may request reimbursement for non-job related courses provided they are required for the completion of the minimum number of credit hours required for graduation from their approved degree program. Approvals for graduate and undergraduate degree programs must be obtained through the Division of Public Welfare prior to matriculation. Under certain circumstances, the agency may provide financial support on a reimbursement basis to those taking exams in order to obtain additional credits for subject matter learned through previous life or educational experiences.

- 4. Tuition reimbursement may not be made until the employee completes the course(s) with verification of satisfactory completion of the course.
- 5. Employees will be required to sign an employee commitment form prior to acceptance of tuition aid. This is a condition of accepting and receiving aid whereby the employee agrees to remain in the employ of the sending agency for one month for each month the employee received tuition aid.
  - D. Tuition aid (part-time education leave) or full-time educational leave with or without stipend and/or tuition aid. The payment for tuition by the couty welfare agency will be the actual amount charged by the school, but may not exceed the rate charged by Rutgers, The State University of New Jersey.
  - 1. If an employee just receives leave time on either part-time leave (tuition aid) or full-time educational leave and there is no money payment involved (either tuition aid or stipend, etc.), that employee has the responsibility to continue or resume work in the agency, but does not have a service agreement to work off leave time. The service agreement for working off tuition and/or stipend received for part-time or full-time educational pursuits shall not exceed a continuous work commitment to the agency of two years.
  - 2. If more than one course is taken in the tuition aid (part-time) 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.
  - 3. Employees taking educational course(s) (either part-time or full-time), shall be responsible for their own travel, parking, fees, and book costs. Occasionally, there may be a special program or course of study that will not fall clearly under part-time or full-time category, therefore, under these circumstances, the county welfare agency shall contact the Division of Public Welfare for clarification.

#### 5. Contracted Services.

Outside experts may be employed to conduct special courses but plans must be discussed with and receive prior approval by the Division of Public Welfare in order to meet audit requirements when payments are made.

. CWA-UNION SCHEDULE 90 6% INCREASE EFF. 7/1/90

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CWA-UNION

JUNE 30. 1993

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# COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

SOCIAL WORKER	19
SR.ACCOUNT CLERK/SR.CLERK BOOKKEEPER	9
SR.CLERK	8
SR.CLERK STENOGRAPHER	10
SR.CLERK TRANSCRIBER	10
SR.CLERK TYPIST	9
SR.DATA ENTRY MACH.OPERATOR	10
SR.RECEPTIONIST	9
SR. TELEPHONE OPERATOR	9
SUPVNG.ACCOUNT CLERK	16A
SUPVNG.CLERK	16A
SUPVNG. TELEPHONE OPERATOR	13A
SUPVR.DATA ENTRY MACH.OPR.	15
TELEPHONE OPERATOR	7
TRAINING TECHNICIAN	19A
SR BLDG MAINTENANCE WORKER	
SECLERK BOOKKEEPER	

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# SCHEDULE D

# COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

07/01/90

TITLE	SALARY RANGE
ACCOUNT CLERK/CLERK BOOKKEEPER	6
ACCOUNTANT	19A
CHILD SUPPORT SPECIALIST	19
CHILD SUPPORT WORKER	16
CLERK	6
CLERK STENOGRAPHER	7
CLERK TRANSCRIBER	7
CLERK TYPIST	6
DATA CONTROL CLERK	8
DATA ENTRY MACH. OPERATOR	6
INCOME MAINT.SPECIALIST	19
INCOME MAINT. TECHNICIAN	13
INCOME MAINT. WORKER	16
INVESTIGATOR C.W.A.	19
MESSENGER	7
PARALEGAL SPECIALIST	18
PR.ACCOUNT CLERK	13A
PR.CLERK	12 <b>A</b>
PR.CLERK TRANSCRIBER	13 <b>A</b>
PR.CLERK TYPIST	13A
PR.DATA ENTRY MACH.OPERATOR	13 <b>A</b>
RECEPTIONIST	6
SOCIAL WORK SPECIALIST	20