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AGREEMENT

BETWEEN

UNION COUNTY BOARD OF SOCIAL SERVICES

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

X TERM: JULY 1, 1985 - JUNE 30, 1987

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PREAMBLE

THIS AGREEMENT, effective the 1st day of July, 1985, is entered into by and between the UNION COUNTY BOARD OF SOCIAL SERVICES, 80 Broad Street, Elizabeth, New Jersey (hereinafter referred to as the "Board") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, 21 Commerce Drive, Cranford, New Jersey (hereinafter referred to as the "Union").

The purpose of this Agreement is to promote harmonious relations between the Board 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.

The Board agrees to make available one hundred fifty (150) copies of this Agreement to the President of the Union.

## ARTICLE I. RECOGNITION

In accordance with the certification of the American Arbitration Association dated April 18, 1969, the Board recognizes the Union as the exclusive collective negotiations representative for: Income Maintenance Specialist, Income Maintenance Worker, Income Maintenance Technician, Investigator/CWA, Social Worker, Social Worker Specialist, Clerk, Clerk Typist, Receptionist, Telephone Operator, Clerk Transcriber, Clerk Stenographer, Messenger, Senior Account Clerk/Senior Clerk Bookkeeper, Senior Clerk Stenographer, Senior Telephone Operator, Account Clerk/Clerk Bookkeeper, Senior Receptionist, Senior Clerk Transcriber, Senior Clerk Typist, Data Control Clerk, Data Entry Machine Operator, and Senior Data Entry Machine Operator and Supervisor of Data Entry Machine Operations.

It is agreed that in the event the Board, 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 Board had prior to

the signing of the Agreement are retained by the Board 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

A. 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 Board.

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

C. The local Union will be allowed by the Board space on the present existing bulletin board for Union notices and information.

D. Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the Director, will be allowed by the Board 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 and conventions.

E. Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the Director, will be allowed by the Board to take a total not to

exceed in the aggregate, twenty (20) days leave without pay per contract year to participate in Union conferences and conventions.

F. The Union will be allowed space for their file cabinet and typewriter. Keys for the file cabinet shall be maintained by the President, Secretary and Treasurer of the local Union.

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

#### ARTICLE IV. DUES CHECK OFF

A. In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Board, upon receipt of a duly executed authorization-assignment form acceptable to the Board, 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 Board 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 Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

B. 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.

C. 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 Sections 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.

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

#### ARTICLE V. HOURS OF WORK

A. The normal work week from July 1, 1985, through June 30, 1987, shall consist of thirty-five (35) work hours per week, seven (7) hours per day, and five (5) days per week.

The Director 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 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.

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

C. The Board, or its designated representative shall have the option that all projects or surveys will be performed by Board personnel, on overtime, if necessary, at the discretion of the Board consistent with the work load as it then exists.

## ARTICLE VI. 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 this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.



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

**B. DEFINITION**

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

1. A 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 Board which shall be processed up to and including the Board and shall hereinafter be referred to as a "non-contractual grievance".

**C. PRESENTATION OF A GRIEVANCE**

The employee shall have the right to present their own appeal, individually or by an attorney, or to designate a Union representative to appear with them. The Board 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 Board of Social Services, 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. An aggrieved employee shall institute action under the provisions hereof in writing, signed and delivered to his supervisor, within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after they would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.

b. The supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

STEP 2.

a. In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file their complaint with the Director within five (5) working days following the determination by the supervisor.

b. The Director or his representative shall conduct a hearing within five (5) working days from the receipt of the complaint as follows:

(1) The proceedings shall be recorded by sound recording equipment at the request of either party.

(2) If the proceedings have been sound recorded, any party may order a transcript in which event that party shall bear the full cost. The person preparing the transcript shall certify to its accuracy.

(3) In the event both parties desire copies, the cost shall be shared equally.

c. The Director shall render his decision on non-disciplinary matters within ten (10) working days. On disciplinary matters resulting in a suspension, the Director shall submit his decision or his findings of fact to the aggrieved person and the Board within ten (10) working days following the hearing.

STEP 3.

Should the employee disagree with the decision or findings of fact of the Director, or his representative, the employee may, within three (3) working days, submit to the Board a statement in writing and signed as to the issues in dispute. The Board shall, at its next regular meeting or a special meeting called at the discretion of the Board, review the decision or findings of fact of the Director, together with the disputed areas submitted by the employees. The employees and/or the Union representative may request an appearance before the Board. The Board will render its decision within five (5) working days thereafter, and it shall be final for non-contractual grievances.

STEP 4 - FACT FINDING

a. Should the aggrieved person be dissatisfied with the Board's decision, the Union has ten (10) working days in which to request non-binding fact finding. The fact finder shall be chosen from a list provided by P.E.R.C. (Public Employees Relations Commission).

However, no fact finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the

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

b. The fact finder's decision shall be in writing and shall set forth his finding of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.

c. The costs for the services of the fact finder shall be borne equally by the Board and the Union. All other expenses incurred in connection with the fact finding shall be paid by the party incurring same.

d. 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.

**E. UNION PARTICIPATION IN THE GRIEVANCE PROCEDURE**

A minority organization shall not present or process grievances. The participation of the majority representative in the grievance shall be as follows:

**STEP 1**

A shop steward may participate at the request of the employee.

**STEP 2**

The local Union officer and/or international representative may participate at the request of the employee. In the

event the employee does not request Union participation at the Hearing before the Director or his representative, the employee waives his right for Union participation for the remaining steps.

STEP 3

Union representation does not preclude its attorney.

ARTICLE VII. SENIORITY CONSIDERATIONS

- A. Seniority is defined as continuous unbroken service with the employer.
- B. The employee will follow a vacation schedule suited to the overall needs of the Board 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.
- C. Seniority shall be given consideration by the employer with respect to reassignments and provisional promotions.
- D. 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 Law subject to subsequent certification by Civil Service.
- E. All promotions and promotional policies are subject to the New Jersey Civil Service Law rules and regulations.

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 five (5) working days. A copy of all job postings within the unit shall be available 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, administration'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	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In addition to the aforementioned holidays, the Board 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

A. Full-time employees shall be granted vacation leave as follows:

1. One (1) working day for each month or major fraction thereof of employment during the first (1st) calendar year of employment.
2. Twelve (12) working days after the first (1st) calendar year up to and including five (5) years of employment.
3. Fifteen (15) working days after the first (1st) five (5) years of employment and up to and including the tenth (10th) year of employment.
4. Twenty (20) working days after ten (10) years up to and including twenty (20) years of employment.
5. Twenty-five (25) working days after twenty (20) years of employment.

B. Temporary employees shall be granted one (1) working day vacation leave for each full month of service or major fraction thereof during temporary employment. No vacation leave in excess of the amount actually earned will be approved in anticipation of continued employment.

C. The Board may allow an employee to carry over vacation to the next succeeding calendar year only, subject to the County Board of Social Services Director approving same based upon the pressure of work or for any other valid reason approved by the

Director. The employee must request the vacation carryover no later than October 15.

D. Employees may take vacation days in half-days.

#### ARTICLE XII. PERSONAL LEAVE

A. Personal leave days are granted for personal business, such as, emergencies, religious holidays and other personal affairs of the employee.

B. During the first calendar year of employment, a full-time employee shall earn personal leave on the basis of one (1) day for every three (3) months of employment up to a maximum of three (3) days for the calendar year.

C. After five (5) years of continuous employment, full-time employees shall be granted a total of four (4) personal leave days per year. This additional personal leave day shall accrue upon completion of five (5) years of employment. This additional personal day shall be effective on the date of the employee's fifth (5th) anniversary and must be used by December 31st of the year in which this additional personal leave day accrues. For the purposes of this paragraph only, continuous service means employment without a break in service, and break in service means a resignation or removal between periods of employment.

D. Requests for personal leave shall be made in writing and approved by the employee's immediate supervisor and the Director in advance of the requested date or dates. The requirement for advanced approval of personal leave may be waived at the discre-



tion of the Director.

E. Personal leave days must be taken as whole days or half days. No personal leave days may be taken before or after a vacation or holiday, except with the Director's approval.

F. Personal leave must be used within the calendar year and shall not be cumulative from year to year.

### ARTICLE XIII. BEREAVEMENT LEAVE

Full-time employees of the Board with one (1) year continuous service shall be entitled to bereavement leave as follows:

A. Up to four (4) days leave of absence per incident with pay for time lost from work due to the death of a spouse, child, mother or father.

B. Up to three (3) days per year leave for time lost from work due to a death of any of the following members of the immediate family: Stepfather, stepmother, brothers, sisters, stepchildren, grandparents, mother-in-law, father-in-law, or other relatives residing in the employee's household.

C. Up to one (1) day leave of absence per calendar year with pay for time lost from work due to a death of a sister-in-law or brother-in-law.

D. Bereavement leave must be taken in consecutive days within seven (7) days of the date of the death or funeral.

ARTICLE XIV. LEAVE OF ABSENCE WITHOUT PAY

Leaves of absences without pay shall be granted as follows:

1. Leaves without pay may be granted at the discretion of the Board, or, in emergency situations, by the Director to permanent or probationary employees for any reason considered justifiable by the Board, but not to exceed six (6) months at any one time and not be in excess of one (1) continuous year, subject to approval by the Department of Civil Service. Employees shall not be granted leave to accept employment outside of the Social Service Board's structure.
2. Temporary and provisional employees may be granted authorized leave of absence without pay for a maximum period of sixty (60) days for reasons deemed appropriate by the Board, and such leave may not be consecutively renewed or extended.
3. In all cases, a letter of request from the employee, setting forth the reasons why leave is desired and the dates for the commencing and terminating of the leave shall be submitted to the Board. No leave of absence without pay shall become effective without prior approval of the Board.
4. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credits each reduced at the same rate as earned.
5. Any permanent employee who enters the military or naval service, including service in the United States Merchant Marines, or similar organizations, in time of war, either voluntarily or pursuant to law, or in time of peace pursuant to law, shall upon

his or her request, be granted leave of absence for the period of such service, and three (3) months thereafter. In case of service-connected illness or wound, the employee shall be allowed three (3) months after recovery to return to his position up to a maximum of two (2) years after discharge. All rights, privileges and benefits formerly enjoyed and accrued during service are retained, with the exception of compensation.

6. 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 Board to the end of the period of pregnancy-disability. Such leave of absence may be granted by the Board, subject to approval by the Department of Civil Service, 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.

7. Permanent employees, upon giving birth to a child, may be granted a leave of absence without pay by the Board, subject to approval by the Department of Civil Service, 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.

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

ARTICLE XV. SICK LEAVE

The sick leave policy for employees of the Board shall be as follows:

- A. Sick leave means the absence of an employee from duty because of illness, injury, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family, or other relatives living in the employee's household.
- B. A physician's certificate shall be required where duration of illness is five (5) consecutive work days or more for a single period.
- C. Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first calendar year of employment and fifteen (15) days annually thereafter. Employees shall be credited with fifteen (15) working days sick leave at the beginning of the calendar year with the anticipation that their employment will be continuous throughout the calendar year and may be permitted to use sick leave for the reasons defined above and in accordance with established Board and/or established Agency policy. Employees resigning or terminating their services with the Board shall be entitled to use only that sick leave for the

reasons defined above which has been earned and accumulated up to the date of termination on a pro-rated basis and any overdrawn leaves shall be recovered. The unused portion of sick leave will be accumulated without limit.

D. Part-time employees shall receive sick leave on a pro-rated basis.

E. Seasonal employees may receive sick leave on a pro-rated basis of one (1) day per month of service or major fraction thereof for full-time employment.

F. Permanent employees, upon the submission of acceptable medical evidence, shall be entitled to pregnancy-disability leave as herein set forth. Request for such leave will be made in writing to the Director. Notification of the pregnancy shall be given to the Director not later than the end of the fourth month of pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and the physician's certificate evidencing said approval is delivered to the Director. The utilization of earned and accrued sick leave shall be limited only by the length of the employee's approved disability due to pregnancy.

#### ARTICLE XVI. AUTOMOBILES

The Board 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 Board 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 Board.

#### ARTICLE XVII. EDUCATIONAL ASSISTANCE

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

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. HOSPITALIZATION

##### A. Medical

It is agreed that the employer shall provide the employees with Blue Cross-Blue Shield Plan "14-20 Series", including "Rider-J", and Major Medical Insurance, or a plan similar in substance with no less coverage than currently offered.

##### B. Prescription

the month following two (2) consecutive months of employment.

2. The maximum premium that may be charged to the Board by the carrier shall be capped at Seventy-Five Dollars (\$75.00) per employee per year.

3. The current plan with New Jersey Dental Service Plan, Inc., expires December 31, 1986. The Board agrees to extend this plan for six (6) months to June 30, 1987, subject to Article XVIII. (c)

1.

D. Disability Protection

The parties agree to discuss the implementation of a Disability Protection Plan to be mutually agreed upon by the Agency and the Union. Payment for same shall be shared equally by the employer and the employee. Said plan is to be put into effect on January 1, 1986, and shall remain in effect for the duration of this Agreement.

E. Extension of Benefits

The employer shall pay the health benefits premiums (Blue Cross/Blue Shield and Major Medical) for any employee on an approved leave of absence without pay for up to a maximum of three (3) months.

ARTICLE XIX. HEALTH AND SAFETY

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

2. Three (3) representatives of the Local Union, and represent-

atives of the Supervisory Staff and the Board 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 agency. This committee shall be an advisory body and its recommendations shall be non-binding.

#### ARTICLE XX. SALARIES AND COMPENSATION

A. Effective July 1, 1985, or subsequent date of employment, each employee's salary shall be adjusted step to step in accordance with compensation Schedule 85 (CWA) as set forth in Appendix C which represents a 5% increase over Schedule 84 and 84c.

B. Effective July 1, 1985, all employees in the bargaining unit will be paid on the ranges set forth in Appendix B.

C. Effective July 1, 1986, or subsequent date of employment, each employee's salary shall be adjusted step to step in accordance with compensation Schedule 86 (CWA) as set forth in Appendix D, which represents a 4.5% increase over Schedule 85.

D. Effective July 1, 1986, all employees in the bargaining unit will be paid on the ranges set forth in Appendix B.

E. All employees hired after July 1, 1985, holding the position of Income Maintenance Technician, upon the completion of 2 years as an IMT with at least one (1) year of permanent status as an IMT and with satisfactory performance, will be promoted to the position of Income Maintenance Worker, Range 16.



F. Any employee, notwithstanding any other provision of this Agreement, who was employed on July 1, 1985, and has been terminated for any reason prior to the implementation as of the Agreement, shall receive the increase in the Article otherwise eligible, pro-rated on their time of employment.

G. When an employee is authorized and required by the Board to work outside of their job classification for a period of either twenty (20) consecutive work days or a total of thirty (30) days in segments of ten (10) or more consecutive days, they shall be compensated at the rate of pay for that job classification or the rate of pay for their own job classification, whichever is higher for the total number of hours worked outside their own classification. If the employee works at a higher job 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 FOR THE  
DURATION OF THE AGREEMENT

A. Effective July 1, 1985, and July 1, 1986, all employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

1. An employee hired effective January 2 through April 1 will be eligible to receive an increment on April 1 of the following year;
2. An employee hired effective April 2 and through July 1 will

be eligible to receive an increment on July 1 of the following year;

3. An employee hired effective July 2 and through October 1 will be eligible to receive an increment on October 1 of the following year;

4. An employee hired effective October 2 and through January 1 will be eligible to receive an increment as of January 1 of the beginning of the second year following date hired.

B. 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 Paragraph A 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 A 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.

Any employee who is subsequently appointed to another title after one 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 in its Resolution of April 19, 1967, 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. (The Board is to provide to the Union a copy of the Resolution of April 19, 1967, referred to above.)

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 thirty (30) days of the effective date of the amendment and enter into collective negotiations concerning the longevity plan herein.

#### ARTICLE XXIII. FULLY BARGAINED CLAUSE

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

#### ARTICLE XXIV. SEPARABILITY AND SAVINGS

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

#### ARTICLE XXV. DURATION

A. This Agreement shall become effective when all parties

approve the Agreement and shall remain in full force and effect until June 30, 1987.

B. 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, 1987, or June 1 of any succeeding year for which the Agreement has been renewed.

C. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 1987, subject to the provisions above. Both parties shall be in contact with each other by March 15, 1987 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.

D. This Agreement is subject to the review and written approval as to form and content by the State of New Jersey, Department of Human Services, Division of Public Welfare.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective Officers, or Agents, on this 18th day of December, 1985.

UNION COUNTY BOARD OF SOCIAL SERVICES

BY Licia G. Davis  
Vice Chairman  
BY Alan Ryan  
Secretary-Treasurer

William C. H. [unclear]  
Director

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

BY Carl E. [unclear]  
International Representative

BY Steve Falco  
Local President

BY Joan Hartsfield

BY Claudia Casaro-Elwert

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REVIEWED AND APPROVED BY THE DIVISION OF PUBLIC WELFARE  
OF THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES

## APPENDIX A

### 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 (CWA) 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.

1. 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 requirement 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 Civil Service 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 the sending CWA 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 CWA 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 CWA 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 CWA 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 CWA 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. Tuition Reimbursement 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 a 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 educational leave) or full-time educational leave with or without stipend and/or tuition aid. The payment for tuition by the CWA 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 CWA 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.

APPENDIX B

SALARY RANGES EFFECTIVE JULY 1, 1985  
AND JULY 1, 1986

<u>TITLE</u>	<u>JULY 1, 1985</u>	<u>JULY 1, 1986</u>
Social Work Specialist	20	20
Income Maintenance Specialist	19	19
Social Worker	18	19
Investigator/CWA	18	19
Income Maintenance Worker	16	16
Supervisor of Data Entry Machine Operations	15	15
Income Maintenance Technician	13	13
Senior Clerk Stenographer	9	10
Senior Clerk Transcriber	9	10
Senior Data Entry Machine Operator	9	10
Senior Receptionist	8	9
Senior Telephone Operator	8	9
Senior Account Clerk/Sr.Clerk Bookkeeper	8	9
Senior Clerk Typist	8	9
Senior Clerk	7	8
Data Control Clerk	7	8
Telephone Operator	6	7
Clerk Transcriber	6	7
Clerk Stenographer	6	7
Messenger	6	7
Account Clerk/Clerk Bookkeeper	5	6
Clerk Typist	5	6
Receptionist	5	6
Data Entry Machine Operator	5	6
Clerk	3	4

APPENDIX C

SALARY SCHEDULE 85 (CWA)

5% INCREASE FROM SCHEDULES 84 and 84c (CWA)

<u>RANGE</u>	<u>INC.</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>	<u>9th</u>
3	496	9913	10409	10905	11401	11897	12393	12889	13385	13881
4	520	10409	10929	11449	11969	12489	13009	13529	14049	14569
5	546	10929	11475	12021	12567	13113	13659	14205	14751	15297
6	574	11477	12051	12625	13199	13773	14347	14921	15495	16069
7	603	12051	12654	13257	13860	14463	15066	15669	16272	16875
8	633	12655	13288	13921	14554	15187	15820	16453	17086	17719
9	664	13288	13952	14616	15280	15944	16608	17272	17936	18600
10	698	13952	14650	15348	16046	16744	17442	18140	18838	19536
13	737	14744	15481	16218	16955	17692	18429	19166	19903	20640
15	813	16254	17067	17880	18693	19506	20319	21132	21945	22758
16	853	17067	17920	18773	19626	20479	21332	22185	23038	23891
17	896	17921	18817	19713	20609	21505	22401	23297	24193	25089
18	941	18817	19758	20699	21640	22581	23522	24463	25404	26345
19	988	19757	20745	21733	22721	23709	24697	25685	26673	27661

APPENDIX D

SALARY SCHEDULE 86 (CWA)

4.5% INCREASE FROM SCHEDULE 85 (CWA)

RANGE	INC.	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
3	518	10359	10877	11395	11913	12431	12949	13467	13985	14503
4	544	10877	11421	11965	12509	13053	13597	14141	14685	15229
5	570	11421	11991	12561	13131	13701	14271	14841	15411	15981
6	600	11993	12593	13193	13793	14393	14993	15593	16193	16793
7	630	12593	13223	13853	14483	15113	15743	16373	17003	17633
8	662	13224	13886	14548	15210	15872	16534	17196	17858	18520
9	694	13886	14580	15274	15968	16662	17356	18050	18744	19438
10	729	14580	15309	16038	16767	17496	18225	18954	19683	20412
13	770	15408	16178	16948	17718	18488	19258	20028	20798	21568
14	808	16178	16986	17794	18602	19410	20218	21026	21834	22642
15	849	16986	17835	18684	19533	20382	21231	22080	22929	23778
16	891	17835	18726	19617	20508	21399	22290	23181	24072	24963
17	937	18727	19664	20601	21538	22475	23412	24349	25286	26223
18	983	19664	20647	21630	22613	23596	24579	25562	26545	27528
19	1033	20646	21679	22712	23745	24778	25811	26844	27877	28910
20	1085	21678	22763	23848	24933	26018	27103	28188	29273	30358

ADDENDUM TO AGREEMENT BETWEEN UNION COUNTY BOARD OF SOCIAL SERVICES AND THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, FROM JULY 1, 1985 TO JUNE 30, 1987.

The parties to the original Agreement met on June 9, 1986 and agreed to the following modifications to the aforementioned Agreement:

ARTICLE I - RECOGNITION is modified so as to add the titles of Child Support Worker and Child Support Specialist.

APPENDIX B is modified so as to add the following titles and ranges: Child Support Worker, range 16; Child Support Specialist, range 19.

The parties further acknowledge that the title Senior Personnel Clerk Typing is not a title covered by the Union and is, therefore, not included in the RECOGNITION clause.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by its respective Officers or Agents on this 16<sup>TH</sup> day of July, 1986.

UNION COUNTY BOARD OF SOCIAL SERVICES

BY Miriam J. Durso  
Vice Chairman

BY Michael C. Galuppo  
MICHAEL C. GALUPPO-Director

BY Helen Ryan  
Secretary/Treasurer

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

BY Steve Falco  
STEVEN FALCO-Local President

BY Carol E. Gay-Fantini

BY Claudia Cassaro-Elwert