

AGREEMENT

between the

UNION COUNTY BOARD OF SOCIAL SERVICES

and the

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

(white-collar)

X Term: July 1, 1983 - June 30, 1985

TABLE OF CONTENTS

	<u>Page</u>
Preamble . . . . .	1
Article I. Recognition . . . . .	2
Article II. Management Rights . . . . .	2
Article III. Union Rights . . . . .	3
Article IV. Dues Check Off . . . . .	3
Article V. Hours of Work . . . . .	4
Article VI. Grievance Procedure . . . . .	5
Article VII. Seniority Considerations . . . . .	9
Article VIII. Job Posting . . . . .	9
Article IX. Reassignments . . . . .	9
Article X. Holidays . . . . .	10
Article XI. Vacations . . . . .	10
Article XII. Bereavement and Personal Days . . . . .	11
Article XIII. Leave of Absence Without Pay. . . . .	12
Article XIV. Sick Leave . . . . .	14
Article XV. Automobiles . . . . .	15
Article XVI. Educational Assistance . . . . .	15
Article XVII. Hospitalization . . . . .	15
Article XVIII. Health and Safety . . . . .	17
Article XIX. Salaries and Compensation . . . . .	18
Article XX. Increments and Classification Changes . . . . .	19
Article XXI. Longevity . . . . .	21
Article XXII. Fully Bargained Clause . . . . .	21
Article XXIII. Separability and Savings . . . . .	22
Article XXIV. Duration . . . . .	22

## PREAMBLE

This Agreement, effective the first day of July, 1983, 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 deliver one hundred (100) copies of this Agreement to 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 Work Specialist, Clerk, Clerk Typist, Receptionist, Telephone Operator, Clerk Transcriber, Clerk Bookkeeper, Clerk Stenographer, Messenger, Senior Clerk Bookkeeper, Senior Clerk-Stenographer, Senior Telephone Operator, Account Clerk, Senior Account Clerk, Senior Receptionist, Senior Clerk Transcriber, Senior Clerk Typist, Data Control Clerk, Supervising Terminal Operator, Data Entry Machine Operator, and Senior Data Entry Machine Operator.

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.

### 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 amount as may be certified to the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

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. It is agreed that in the event the Union County Board of Chosen Freeholders, during the term of this Agreement, shall implement for the benefit of its major employee bargaining unit, Union Council No. 8-New Jersey Civil Service Association, a representation fee plan in accordance with P.L. 1979, Chapter 477, as it relates to Agency Shop, then, and in that event, the parties hereto will meet after thirty (30) days and enter into collective negotiations concerning the adoption and implementation of such a plan to be included in the terms of this Agreement.

#### ARTICLE V. HOURS OF WORK

A. The normal work week from July 1, 1983, through June 30, 1985, 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 work load 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. Compensable time shall be in accordance with Ruling 11, which states, 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 its option, is entitled to receive either cash compensation or 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 mis-application of the terms of this agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. inequitable, improper, unjust application or mis-interpretation 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 Welfare Board, 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 of Welfare within five (5) working days following the determination by the supervisor.

b. The Director of Welfare, 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 canceled, 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.

F. Reopener

It is agreed that in the event the Union County Board of Chosen Freeholders, during the term of this Agreement, shall implement for the benefit of its major employee bargaining unit, Union Council No. 8-New Jersey Civil Service Association, a binding arbitration provision as the final step of its grievance procedure, then, and in that event,

the parties hereto will meet after thirty (30) days and enter into collective negotiations concerning the adoption and implementation of such a procedure to be included in the terms of this Agreement.

#### 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 will 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 to be filled by a provisional promotion, which involves a title change, shall be posted on an appropriate bulletin board for a period of five (5) working days.

#### ARTICLE IX. REASSIGNMENTS

Employees shall be consulted prior to reassignment. However administration's discretion in assignments and reassignments shall be final.

## ARTICLE X. HOLIDAYS

The legal paid holidays, as specified under Ruling 11, and fixed by New Jersey Statutes, are as follows:

New Years' 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; except that employees hired on or after July 1, 1976, shall be entitled to fifteen (15) working days after five (5) years of service through twelve (12) years of service.
  4. Twenty (20) working days after ten (10) years up to and including twenty (20) years of employment; except that employees hired on or after July 1, 1976, shall be entitled

to twenty (20) working days after twelve (12) years of service through twenty (20) years of service.

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 Welfare 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 up to five (5) vacation days in half-days.

#### ARTICLE XII. BEREAVEMENT AND PERSONAL DAYS

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.

Full-time employees of the Board with one (1) year continuous service shall be entitled to a total of six (6) days leave per year with pay, in accordance with the following rules and regulations.

A. Up to three (3) days leave of absence per calendar year with pay for time lost from work due to a death of any of the following members of the immediate family: father, mother, step-father, step-mother, brothers, sisters, spouse, children, step-children, grandparents, mother-in-law, father-in-law, or other relative residing in the employee's household.

B. Three (3) days leave with pay for religious holidays or personal business subject to the following:

1. Requests for leave shall be made in writing and approved from the employee's immediate supervisor and Director in advance of the requested date or dates.

2. Personal days must be taken as whole days or half days. No personal days may be taken as part of vacation.

C. Leaves must be used within the calendar year and shall not be cumulative from year to year.

### ARTICLE XIII. LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay shall be granted in accordance with Ruling 11 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 months at any one time and not be in excess of one continuous year, subject to approval by the Division of Public Welfare and 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 months thereafter. In case of service-connected illness or wound, the employee shall be allowed three months after recovery to return to his position up to a maximum of two 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, vacation or compensatory time 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 Division of Public Welfare and 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 Division of Public Welfare and 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 leaves without pay.

#### ARTICLE XIV. SICK LEAVE

The sick leave policy for employees of the Board shall be in accordance with Ruling 11.

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 county policy. Employees resigning or terminating their services with the Board shall be permitted to use only that sick leave for the reasons defined above which has been earned and accumulated up to the date of termination on a pro-rated basis 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 subject to the provisions of Ruling 11, Part II, 5a(2).

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 the 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 so advises in writing. 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 XV. 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. The employee shall prepare a brief report as to the repairs or servicing in the manner required by the Board.

#### ARTICLE XVI. EDUCATIONAL ASSISTANCE

Graduate and undergraduate assistance may be granted at the discretion of the Board as set forth in Ruling 11, Subchapter I. The Educational Leave Committee shall contain at least one member of the Union who shall be selected by the Union. This Article shall be effective through June 30, 1985.

#### ARTICLE XVII. 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.

##### B. Prescription

1. The BOARD shall provide all eligible employees and their immediate families (as

referred to in accordance with definition of carrier) with a Four (\$4.00) D contributory prescription drug plan, similar in substance to the current plan of Blue C and Blue Shield of New Jersey. Newly hired employees shall obtain such coverage from the first (1st) day of the month following two (2) consecutive months of employment.

2. The composite maximum premium that may be charged to the BOARD by the carrier shall be capped at One Hundred (\$100.00) Dollars per employee per year effective April 1, 1984.

3. In the event the BOARD shall receive notification from the carrier that a proposed renewal premium shall exceed the cap as above described, then, and in that event, the BOARD shall meet with the representatives of the employees for the purpose of negotiating alternative measures of funding the renewal premium. However, if the BOARD and the employees' representative are unable to arrive at an alternative agreement prior to the renewal date, then, and in that event, the BOARD shall have the absolute right to cancel the plan with the carrier, and in that event, this Agreement shall be void and of no effect.

#### C. Dental

1. The Board shall provide all eligible employees with a basic limited 50% co-pay dental care plan, similar in substance to the current plan of New Jersey Dental Service Plan, Inc. Newly hired employees shall obtain such coverage from the first (1st) day of 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 (\$75.00) Dollars per employee per year.

3. In the event the Board shall receive notification from the carrier that a proposed renewal premium shall exceed the cap as above described, then, and in that event, the Board shall meet with the representatives of the employees for the purpose of negotiating alternative measures of funding the renewal premium. However, if the Board and the employees' representative are unable to arrive at an alternative agreement prior to the

renewal date, then, and in that event, the Board shall have the absolute right to cancel the plan with the carrier, and in that event, this Agreement shall be void and of no effect.

#### D. Voluntary Disability Protection

Effective during the term of this Agreement, employees may, at their own cost, enroll in a disability protection plan on a voluntary basis and said premiums shall be on a payroll deduction basis when individually authorized by the employees, provided such deductions are not contrary to the Statutes of New Jersey.

#### E. Reopeners

It is agreed that in the event the Union County Board of Chosen Freeholders, during the term of this Agreement, shall implement for the benefit of all Union County employees a disability protection plan or a prescription eyeglass plan, then the parties hereto will meet after thirty (30) days and enter into collective negotiations concerning the adoption and implementation of such a plan to be included in the terms of this Agreement. Any such provision shall be subject to the availability of funds.

### ARTICLE XVIII. HEALTH AND SAFETY

Two representatives of the local Union, and one representative of the Supervisory Staff and two representatives of the Board shall meet 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 XIX. SALARIES AND COMPENSATION

A. Effective July 1, 1983 or subsequent date of employment each employee's salary shall be adjusted step to step in accordance with the appropriate compensation schedule in revised Ruling 11 in effect on July 1, 1983, provided that such Ruling 11 is adopted, which would reflect approximately a 6% increase over Compensation Schedule 19 of Ruling 11 in effect July 1, 1982. In the event that the maximum compensation schedule in the revised Ruling 11 in effect on July 1, 1983 is less than 6% over Compensation Schedule 19, employee's salary shall be adjusted as previously indicated to the maximum compensation schedule adopted in Ruling 11. Since the revised Ruling 11 has not yet been adopted, and the parties wish to implement, upon approval of this Agreement, as much of the above negotiated salary increase as is currently allowed by the Ruling 11 in effect July 1, 1982, then it is agreed that effective July 1, 1983 or subsequent date of employment, each employee's salary will be adjusted step to step in accordance with Compensation Schedule 40 of ruling 11 in effect on July 1, 1982.

B. Effective July 1, 1983 employees shall receive a salary differential of 5% based exclusively on the minimum step of the applicable salary range in the revised Ruling 11 in effect July 1, 1983 as previously indicated in paragraph A above. Since the revised Ruling 11 has not yet been adopted, and the parties wish to implement, upon approval of this Agreement, as much of the above negotiated salary differential as is currently allowed by the Ruling 11 in effect on July 1, 1982, then it is agreed that effective July 1, 1983 employees shall receive a salary differential of 5% based exclusively on the minimum step of the applicable salary range in Compensation Schedule 40 of ruling 11 in effect on July 1, 1982. Such a salary differential shall terminate on June 30, 1984.

C. All employees holding the position of Income Maintenance Technician, who have at least one year of permanent status in that title, with satisfactory performance, will be promoted to the position of Income Maintenance Worker. Effective January 1, 1984, the

position of Income Maintenance Worker will be changed to salary Range 15, and on January 1, 1985 will be changed to salary Range 16.

D. Effective January 1, 1984, the position of Income Maintenance Specialist will be changed to salary Range 19.

E. Those employees who are being paid on the basis of Range 12 or below and who have at least one year of continuous service with the Board as of July 1, 1983, will receive a one-time cash payment of \$250.00.

F. In the event an employee is appointed to another classification, the salary differential, if applicable, shall be based on the minimum step of the salary range of the classification title to which the employee is appointed on the effective date.

G. Any employee, notwithstanding any other provision of this Agreement, who was employed on July 1, 1983, and has been terminated for any reason prior to the implementation as of this Agreement, shall receive the increases in the Article, if otherwise eligible, pro-rated on their time of employment.

H. Effective as of the date of the execution of this Agreement, any new employee hired, on that date or thereafter, in the position of Clerk (Range 03) shall receive a starting salary which is specified as the second (2nd) step of Range 03 of the Compensation Schedule of the applicable Ruling 11.

I. When an employee is authorized and required by the Board to work outside of their job classification for a period of twenty (20) consecutive work 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 XX. INCREMENTS AND CLASSIFICATION CHANGES

A. Effective July 1, 1983 and July 1, 1984, all employees who are entitled to receive a merit increment pursuant to Ruling 11 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 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 XXI. 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.

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 XXII. FULLY BARGAINED CLAUSE

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

### ARTICLE XXIII. 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 XXIV. DURATION

- A. This Agreement shall become effective when all parties approve the Agreement and shall remain in full force and effect until June 30, 1985.
- 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, 1985 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, 1985, subject to the provisions above.
- D. For the contract year July 1, 1984 through June 30, 1985 the parties agree that this Agreement may be reopened for negotiations upon written request by the Union for the purpose of changing the terms of the Salaries and Compensation clause, and Union days, and should Ruling 11 be revised prior to the termination of the Agreement to permit a change in the granting in the number of vacation days, holidays, bereavement days, personal leave days, leaves of absence without pay, and sick leave days, for negotiations concerning such changes. If as a result of negotiations, both parties agree to any changes in Salaries and Compensation, Union days, vacation days, holidays, bereavement days, personal leave days, leaves of absence without pay, and sick leave days, within the parameters of the revised Ruling 11, the Agreement will be revised accordingly and submitted to the Division of Public Welfare for approval.



E. 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 17<sup>th</sup> day of August, 1983.

UNION COUNTY BOARD OF SOCIAL SERVICES

By William J. Bunno  
WILLIAM J. BUNNO,  
Chairman

By Michael C. Galuppo  
MICHAEL C. GALUPPO,  
Director

By Helen Ryan  
HELEN RYAN,  
Secretary-Treasurer

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

By Gloria Williams  
GLORIA WILLIAMS  
International Representative

By Steven Falco  
STEVEN FALCO  
Local President

By Joan Hartsfield  
JOAN HARTSFIELD

By Gregory M. Strong  
GREGORY M. STRONG

By Patricia Howard  
PATRICIA HOWARD

By Jacqueline G. Casey  
JACQUELINE G. CASEY

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

Audrey Harris  
AUDREY HARRIS  
Acting Director, Division of Public Welfare