

08-00

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE GLOUCESTER COUNTY WELFARE BOARD

OF

GLOUCESTER COUNTY, NEW JERSEY

AND

THE COMMUNICATIONS WORKERS OF AMERICA, A.F.L.-C.I.O.

January 1, 1976 - December 31, 1977

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AGREEMENT

WHEREAS, the Gloucester County Welfare Board, Broad and Hunter Streets, Woodbury, New Jersey (hereinafter referred to as the "Board"), and the Communications Workers of America, AFL-CIO (hereinafter referred to as the "Union"), are desirous of entering into an agreement for the establishment of salaries, benefits and the enumeration of other terms and conditions of employment to be effective January 1, 1976;

WITNESSETH:

ARTICLE I

RECOGNITION

The Board agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive collective bargaining agent for the employees in the following job classifications:

Account Clerk
Clerk
Clerk Bookkeeper
Clerk Stenographer
Clerk Typist
Income Maintenance Aide
Income Maintenance Specialist
Income Maintenance Technician
Investigator
Principal Account Clerk
Principal Clerk
Principal Clerk Bookkeeper
Principal Clerk (Typing)
Senior Account Clerk
Senior Clerk
Senior Clerk Bookkeeper
Senior Clerk Typist
Social Worker
Supervising Account Clerk

The following job classifications shall be excluded from the bargaining unit: Director, Deputy Director, Principal Clerk Stenographer, Chief Clerk, all Supervisors, all Administrative Supervisors, and all Guards.

ARTICLE II
HOURS OF WORK

The normal working week shall consist of thirty-five (35) hours per week which shall be made up of five (5) seven hour days per week from 8:00 A.M. to 4:00 P.M.

The Director (or Deputy Director or the Director's designee) may arrange the lunch hours of employees so as to have part of the staff available to the public at all times.

The working day for employees may be varied or extended by the Director (or Deputy Director or the Director's designee) as the need arises, subject to approval of the Division of Public Welfare.

Employees covered by this Agreement will be compensated at the rate of time and one-half in cash for authorized overtime hours accrued in excess of the normal hours of the established work week. Hours worked on a holiday shall be compensated at time and one-half in addition to the Holiday Credit.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which

may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing 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. Definitions

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

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contract grievance"; or
2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance."

C. Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

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

Step 1

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

b. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2

a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the Shop Steward or Local Union Officer.

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

Step 3

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

b. The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

Step 4

a. Any unresolved contract grievance (as defined in B.1., Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province

of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Board's decision.

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

c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

d. The arbitrator shall be selected by agreement between the parties within thirty (30) working days following the execution of this agreement. The arbitrator shall be selected from the members of the Institute of Management and Labor Relations of Rutgers University and shall be designated as permanent and shall serve during the life of the agreement, or

e. If the parties do not desire a permanent arbitrator, they may have the option of selecting an arbitrator on a case-by-case basis as follows:

- 1) by selection from list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers University, in accordance with the selection procedures of the Institute, or;
- 2) by selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission, or;
- 3) by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

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

g. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

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

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

i. The arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

j. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

k. 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.

l. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

m. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

ARTICLE IV

DUES DEDUCTION

- A. The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union dues. Dues shall be \$5.00 per month or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C., 20006, by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union president.
- B. All deductions agreed upon in paragraph "A" above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e) as amended.

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

ARTICLE V

COMPENSATION

A. Employees of the Board shall be compensated on the basis of the following ranges based on a thirty-five (35) hour work week:

<u>JOB TITLE</u>	<u>RANGE NO.</u>	<u>SALARY</u>	<u>INCREMENT</u>
Clerk	3	4,866- 6,567	243
Income Maintenance Aide	4	5,109- 6,894	255
Clerk Typist	5	5,364- 7,240	268
Account Clerk	5	5,364- 7,240	268
Clerk Bookkeeper	5	5,364- 7,240	268
Senior Clerk Bookkeeper	7	5,914- 7,986	296
Senior Clerk Typist	8	6,210- 8,387	311
Senior Account Clerk (Typing)	8	6,210- 8,387	311
Principal Account Clerk	11	7,189- 9,702	359
Principal Clerk Bookkeeper	11	7,189- 9,702	359
Principal Clerk (Typing)	12	7,548-10,187	377
Income Maintenance Technician	13	7,925-10,697	396
Supervising Account Clerk	15	8,737-11,796	437
Income Maintenance Specialist	18	10,115-13,657	506
Social Worker	18	10,115-13,657	506
Investigator, County Welfare Board	18	10,115-13,657	506

- B. The Board agrees to grant a salary differential to clerical employees and income maintenance aide of five percent (5%) of the base rate of their salary range, effective January 1, 1976. Such salary differential shall terminate on December 31, 1976; any request for an extension shall be subject to Ruling 11.

In the event an employee is promoted or demoted during the life of this contract agreement, the salary differential, if applicable for that employee, shall be based on minimum step of the salary range of the classification title to which he/she is assigned (on the effective date).

- C. Incremental increases in salary will be granted to each employee who has completed a year of service in his current classification as follows:

1. All increments due and payable on and after January 1, 1976, shall be effective at the end of the last payroll period of the quarter which occurs during the months of March, June, September, and December. Payroll period, payday and closing day of payroll period are not synonymous terms. The plan for payroll purposes for this Agreement shall be State Payroll Plan B.
2. Employees shall be allocated a quarterly anniversary date as follows:
 - (1) Employees hired or last promoted between October 2 and January 2 will be eligible to receive an increment as of January 1 of the following year.

- (2) An employee hired or last promoted between January 3 and April 1 will be eligible to receive an increment on April 1 of the following year.
- (3) An employee hired or last promoted between April 2 and July 1 will be eligible to receive an increment on July 1 of the following year.
- (4) An employee hired or last promoted between July 2 and October 1 will be eligible to receive an increment on October 1 of the following year.

D. All personnel whose ranges have been revised upward shall be advanced the equivalent of one (1) increment in their 1975 range before the range revision is implemented and then equalized in the new range as shown in Article V so that each employee whose range has been so revised receives at least a five percent (5%) increase.

ARTICLE VI

EDUCATIONAL ASSISTANCE

A. The Board agrees to pay for any course that an employee is required to take by the Board or the Director during the employee's course of employment with the Welfare Board. The Board may reimburse employees for expenses and tuition related to courses that are directly related to the work the employee is performing on a daily basis as an employee of the Welfare Board. All courses of this nature must first be approved by the Director. The Director will develop criteria that will clearly indicate that the course is work related and that

the course will contribute to the Welfare Board in some measurable way. Any employee seeking reimbursement for work related courses must submit a copy of the transcript indicating that the employee has maintained at least a C+ or 2.5 average in the course if it is an undergraduate course. All grades must be submitted to the Director and, in addition to the grade sheet, actual proof of payment from the institution by the employee must be submitted to the Director. All of the above materials must be submitted by September 15 of the contract year in order to insure payment during the contract year.

- B. The Director shall inform the employee of his decision for reimbursement within 30 days after the employee's request has been made to him. Should the Board be unable to act on the employee's request at the regularly scheduled meeting, the Director will so notify the employee and will respond to his request within ten (10) days after the next regularly scheduled Board meeting.
- C. A maximum of two (2) qualified social workers, two (2) income maintenance workers and two (2) clerical employees may be offered an opportunity for educational leave for the purpose of pursuing full-time study authorized by Ruling No. 11, Part 3 of the Division of Public Welfare.

ARTICLE VII

TRANSPORTATION AND REIMBURSEMENT

The mileage reimbursement for employees who are authorized and required to operate their own vehicles shall be \$0.14 per mile.

The Board agrees to continue to provide, at no expense to the employee, third-party liability insurance on the authorized employee's personal automobile when used for business purposes through a blanket policy.

ARTICLE VIII

BEREAVEMENT DAYS

- A. Each employee shall be entitled for a period up to three (3) days per year to make, participate, arrange, and/or attend funeral and burial services, or participate in religious observance, for a member of his "immediate family". "Immediate family" shall be defined as the employee's spouse, child, foster child, parent, brother or sister, mother or father-in-law, grandparents, or any relatives of the employee residing in the employee's household. "Bereavement days" shall not be charged against any accumulated "sick" or "vacation" days.

- B. Employees may request an extension of the period of bereavement leave beyond the three (3) days provided above, however, any days over the permitted leave shall be charged against any employees accumulated sick leave, or if no sick leave is available, then it shall be deducted from the employee's pay.

- C. Each employee may utilize one (1) unpaid leave day per year to make, participate, arrange, and/or attend the funeral of a close friend.

ARTICLE IX
PERSONAL DAYS

Each employee shall be entitled, in addition to vacation and/or sick leave, three (3) personal days per calendar year, as of January 1 of each calendar year; except employees hired after January 1 shall be eligible for personal days between the date of hire and the following January 1 at the rate of one (1) day following each four (4) months of employment. Each request to take a personal day shall be submitted with reasons to the Director of the Board at least forty-eight (48) hours prior to the requested date; nor shall the personal day be taken the day before or after a legal holiday, nor on Mondays or Fridays, without the permission of the Director. The Director may at his discretion waive the forty-eight (48) hour notice. The annual personal days shall be noncumulative. The Director will state his reasons for a denial of a personal day in writing and send a copy to that employee. Not more than twenty-five percent (25%) of personnel within a department shall be given the same personal day without the express consent of the Director.

ARTICLE X
SICK DAYS

All employees shall be credited with sick leave on the following basis:

One (1) day per month during the initial period of his employment; and fifteen (15) working days in every calendar year

thereafter, which shall be credited to the employee as of the first of January of each year to be accrued at the rate of one and one-quarter (1-1/4) sick days per month.

The administration of sick days shall be in conformance with applicable Civil Service regulations.

Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.

ARTICLE XI

HOLIDAYS

Regular holidays shall be as follows:

New Year's Day	Memorial Day	Veterans Day
Washington's Birthday	Independence Day	General Election Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	Christmas Day

Whenever any of the days enumerated fall on a Sunday, the Monday next following shall be deemed a holiday. Whenever the work schedule is such that an employee is required to work on a holiday, the employee will be granted a substitute day off with pay as soon thereafter as is convenient.

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 Executive Order or when the Board of Chosen Freeholders of Gloucester County declares a holiday for all County employees.

ARTICLE XII

VACATIONS

Effective July 1, 1976, every employee shall be granted the following annual leave for vacation purposes with pay:

One (1) working day for each full month of service or major fraction thereof during the 1st year;

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through twelve years of service, fifteen (15) working days per year;

After twelve years of service through twenty (20) years of service, twenty (20) working days per year; and

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

ARTICLE XIII

INSURANCE

The Board agrees to furnish each employee those health and medical services, including Blue Cross, Blue Shield, Rider "J" and Prudential Insurance Company of America's Major Medical coverage as enumerated in the "Health Benefits for New Jersey State Employees," as adopted October 1, 1968, and as may be amended.

ARTICLE XIV

PERMANENT APPOINTMENT

At the Board meeting following notification of certification by the Civil Service, an employee who has passed the Civil Service Examination, if legally appointable, shall be permanently appointed to the position in which he or she is serving.

ARTICLE XV

INTERNAL VACANCIES

Employees shall be made aware of all internal vacancies in new or current positions by notice posted on the office bulletin board; if eligible, each employee shall be permitted to compete for the available vacancy provided it is a promotion as defined by Civil Service.

ARTICLE XVI

EMPLOYMENT RECORDS AND NOTICE OF APPOINTMENT

The employment records of each employee shall be open to the inspection of the employee upon request. All employees will receive a written notice of appointment after action is taken on their appointment by the Board at a regular meeting.

ARTICLE XVII

STAFF NEEDS

If the Director increases the staff in the income maintenance section by addition of paraprofessional workers, e.g., income maintenance worker, or equivalent titles as authorized by the Division of Public Welfare, such staff may be utilized wherever practical to free present income maintenance specialists for reassignment to more professional work.

ARTICLE XVIII

FAIR PRACTICES

The Union agrees to continue to admit to membership employees covered by this Agreement without discrimination on the basis of race, creed,

color, national origin, sex, marital status, age, draft status or participation in Union activities.

ARTICLE XIX

UNION ACTIVITIES

During any given year no more than a total of ten (10) days' leave may be granted to all employees for Union activities. All of the ten (10) days will be paid leave days. All requests for Union leave will be made at least forty-eight (48) hours before the leave is to commence. If, in the opinion of the Director, the employee's absence from duty on Union business will impede or render impossible the accomplishment of Welfare Board work, then the Director may upon written notice to the employee deny the leave.

ARTICLE XX

REQUESTS FOR LEAVE

The Board will approve or disapprove, on a case-by-case basis, all requests for leaves in accordance with the provisions of Ruling No. 11. All leaves that will be granted will be granted on an unpaid basis unless payment for such leave is specifically authorized by State Statute and Board action. All leave requests that are denied or granted by the Board will be denied or granted in writing with a copy sent to the employee.

ARTICLE XXI

IN-SERVICE TRAINING

The Board agrees that training and staff development shall be continuous and on-going, all circumstances permitting. Therefore, the

Board agrees to offer in-service training to employees during normal working hours, either through the training supervisor, the Rutgers University Extension Division or the Rutgers University Graduate School of Social Work, or any training programs as approved by the Local Welfare Board, the choice to be at the Board's discretion and all options to be dependent upon budget considerations of the Board.

ARTICLE XXII

PAYDAYS

Paychecks will normally be issued to each employee every two (2) weeks. The amount of pay to be withheld shall not exceed one (1) full week's pay.

ARTICLE XXIII

MANAGEMENT RIGHTS

It is the intention of the parties hereto that all rights, powers, prerogatives and authority which the said Board now has or had prior to the signing of this Agreement are retained by the Board except for those which are specifically set forth in this Agreement only, and such abridgements or modifications are to be strictly construed. It is agreed by and between the parties hereto that the management rights set forth above are not subject to the grievance procedure.

ARTICLE XXIV

FULLY-BARGAINED PROVISIONS

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

represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXV

SEVERABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Services, or if compliance with or enforcement of any provisions 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 XXVI

WORK CONTINUITY

The Union agrees that for the life of this Agreement there shall be no strike, slowdown, sickout, or other similar concerted action nor shall there be any individual action the purpose of which is to induce the employees to engage in such prohibited activities.

ARTICLE XXVII

UNION REPRESENTATIVES

The Union will designate one (1) representative to deal with the Director of Welfare, said representative to act as liaison between

the Board and the Union concerning management and/or employee problems. The Union representative shall contact the Welfare Director and request that meetings be set up as needed and as convenient to the schedule of the Welfare Director to discuss any problems of concern to the Union representative.

ARTICLE XXVIII

RETIREMENT

The Board agrees to grant to eligible employees covered by this Agreement one-half (1/2) their daily rate of pay for each day of earned and unused accumulated sick leave upon retirement but not to exceed twelve thousand dollars (\$12,000) in accordance with applicable statutes.

ARTICLE XXIX

DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

This Agreement shall be effective as of January 1, 1976, for a period of two (2) years expiring December 31, 1977, except that either party may request a reopening of negotiations as follows:

1. On salary on November 15, 1976, with any salary changes agreed upon to become effective January 1, 1977.
2. On insurance on November 15, 1976, with any changes agreed upon to become effective on the earliest day the insurance carrier can implement the change.

3. On mileage reimbursement either thirty (30) days before or after the effective day of any increase in the state mileage reimbursement rate.

The parties agree that negotiations over a successor agreement shall be commenced not later than October 1, 1977.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of August, 1976.

GLOUCESTER COUNTY WELFARE BOARD

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

By Morris Kartane
Chude D. Johnson
Thorothy R. Stagner

By Gloria Wilkins
Mary A. Wilkinson
Carlin W. Joney

ATTEST:

Thorothy R. Stagner

APPROVED BY:

Director, Division of Public Welfare