

2-0104

03-00

THIS BOOK DOES
NOT CIRCULATE

LIBRARY
Institute of Management and
Labor Relations

APR 4 1975

RUTGERS UNIVERSITY

AGREEMENT

Between

BURLINGTON COUNTY WELFARE BOARD

and

BURLINGTON COUNTY WELFARE BOARD EMPLOYEES
LOCAL 1086, COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

1973-

BURLINGTON COUNTY WELFARE BOARD

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	2
III	DUES CHECK OFF	3
IV	SENIORITY	3
V	HOURS OF WORK	4
VI	GRIEVANCE PROCEDURE	4
VII	HOLIDAYS	8
VIII	SICK LEAVE	8
IX	LEAVE OF ABSENCE WITHOUT PAY	10
X	VACATION LEAVE WITH PAY	11
XI	MATERNITY LEAVE	12
XII	PERSONAL LEAVE	13
XIII	HEALTH INSURANCE COVERAGE	13
XIV	ANNUAL EVALUATIONS	13
XV	VOLUNTARY SAVINGS BOND PLAN	14
XVI	ANNOUNCEMENT OF PROMOTIONAL JOB OPENINGS	14
XVII	RECLASSIFICATION OF POSITIONS	15

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
XVIII	RECAPITULATION OF LEAVE	15
XIX	COMPENSATION	15
XX	LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS	17
XXI	FULLY BARGAINED CLAUSE	19
XXII	LEGALITY OF CONTRACT	19

PREAMBLE

This Agreement, effective Nunc Pro Tunc as of January 1, 1973,
for a period of one year is entered into by and between the Burlington
County Welfare Board (hereinafter referred to as the "Employer") and
the Communications Workers of America, AFL-CIO, (hereinafter referred to
as the "Union").

The purpose of this agreement is harmonious relations between the
Employer and the Union, the Establishment of an equitable and peaceful
procedure for the resolution of differences, establishment of rates of
pay; hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

In accordance with certification by the State of New Jersey Public Employment Relations Commission (Docket Number RO-54) the Welfare Board recognizes the Union as the exclusive collective negotiations agent for all employees excluding Director, Deputy Director, Chief Clerk, Supervisor of Administrative Services and other Supervisors within the meaning of the Civil Service and Employer-Employee Relations Act.

ARTICLE II

MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Public Welfare.

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

ARTICLE III

DUES CHECK OFF

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 first 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 10th day of the month following the month for which such deduction is made. 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 date on which the deduction of Union Dues is to be made.

ARTICLE IV

SENIORITY

Seniority which is defined as continuous employment with the Board from the date of last hire, will be given due consideration by the Welfare Board in accordance with Civil Service regulations.

In considering employees for promotion to job classifications having a higher rate of pay the Welfare Board will give due consideration to experience, ability, aptitude, attitude, attendance, physical condition, proximity to job location and results of Civil Service Examinations. When all of the aforementioned items are substantially equal, seniority will be the deciding factor.

ARTICLE V

HOURS OF WORK

The normal work week shall consist of thirty-two and one-half (32½) hours per week, six and one-half (6½) hours per day, five (5) days per week.

Overtime work will be compensated for by the Board by granting compensatory time at the rate of time and one-half for hours in excess of the normal work week.

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.

B. Definition

The term "grievance" as used herein means a complaint by any employee that, as to him (or her), there has been an inequitable, improper or unjust application, interpretation, or violation of this Agreement.

C. Presentation of a Grievance

In the presentation of a grievance, the aggrieved shall have the right to present his own appeal or to designate a Union representative or counsel to appear with him. The Board agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved 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 aggrieved employee or the Union Steward at the request of the employee, 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.

b. The Supervisor shall render a decision in writing within five (5) working days after receipt of the grievance.

Step 2

a. In the event satisfactory settlement has not been reached, the aggrieved employee, or Union Steward at the request of the employee, shall, in writing and signed, file the complaint with the Director of Welfare within five (5) working days following the determination at Step 1.

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

Step 3

Should the aggrieved disagree with the decision of the Director, or his designee, the aggrieved employee or Union Steward at the employee's request, 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 aggrieved 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 aggrieved. The aggrieved 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.

Step 4

Should the aggrieved be dissatisfied with the Board's decision, such person has ten (10) working days in which to request fact finding. The fact finder shall be Ernie Gross of the Rutgers University, Labor and Education Center, as agreed, or in the event he cannot serve, Thomas J. Reynolds, Rutgers University. 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 fact finding and the Union shall pay whatever costs may have been incurred in processing the case to the fact finder.

E. The Union participation in the Grievance Procedure shall be as follows:

Step 1

A Union Steward may participate at the request of the employee.

Step 2

The Local Union Officer, International representative, or both may participate at the request of the employee.

Steps 3 & 4

Union representation does not preclude representation by an attorney. A minority organization shall not present or process grievances.

F. The fact finder's recommendation shall be in writing and shall set forth his findings 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.

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

H. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

ARTICLE VII

HOLIDAYS

The legal paid holidays, as specified under Ruling 11 of the Department of Institutions and Agencies, Division of Public Welfare and fixed by New Jersey Statutes are as follows:

New Years	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas

In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday.

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 Burlington County declares a holiday for all County employees.

ARTICLE VIII

SICK LEAVE

A. The current sick leave policy shall be continued during the life of this Agreement as follows:

1. During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.

2. Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established Welfare Board and/or established County policy.

B. Temporary Employees

Temporary employees shall be granted sick leave with pay on the basis of one (1) day sick leave for each full month of service or major fraction thereof. Sick leave may be taken by temporary employees not exceeding the amount earned. Temporary employees will be permitted to accumulate sick leave without limit. Temporary employees becoming permanent during the year will continue to accumulate sick leave at the rate of one (1) day sick leave for each full month of service or major fraction thereof for the remainder of that year and will thereafter be granted fifteen (15) days annual sick leave thereafter the same as set forth for permanent employees.

C. Permanent and Temporary Employees

1. Sick leave for absences of long duration must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for the sick leave.

2. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at 9:00 A.M., or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted after five (5) days consecutive sick leave.

3. All sick leaves are subject to Administrative and/or Board approval and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.

ARTICLE IX

LEAVE OF ABSENCE WITHOUT PAY

A. Leaves of absence without pay may be granted, at the discretion of the Welfare Board to permanent employees for any reason considered good by the Welfare Board, for a period not to exceed six (6) months at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission Regulations.

B. 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 the terminating of the leave shall be submitted to the Welfare Board. No leave of absence without pay shall become effective without prior approval of the Welfare Board and/or the Welfare Director.

C. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced at the same rate earned for every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

ARTICLE X

VACATION LEAVE WITH PAY

A. PERMANENT EMPLOYEES shall be granted minimum vacation leave as follows: Up to one year of service, one (1) working day vacation for each full month or major fraction thereof;

(1) After one year of service, and up to ten (10) years of service, twelve (12) working days vacation per year;

(2) After ten (10) years and up to twenty (20) years of service, fifteen (15) working days vacation per year;

(3) After twenty (20) years of service, twenty (20) working days vacation per year. Service includes all temporary continuous service immediately prior to permanent appointment with the Welfare Board or other County Office provided there is no break in service of more than one (1) week.

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. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Vacation leave upon request of the employee and approval by the Board may be carried into the following year but no further.

D. When vacation requests conflict, the senior employee shall be given preference of vacation time providing it does not interfere with the proper administration of the agency and will be discretionary with the Director.

ARTICLE XI

MATERNITY LEAVE

A. Permanent employees may request in writing, through their superior, maternity leave for pregnancy and confinement. Such request for maternity leave must be accompanied by a written and signed physician's statement.

B. All maternity leaves are subject to approval by the Welfare Board, the Department of Public Welfare of the Department of Institutions and Agencies and the Department of Civil Service. Such leave, if granted, must be renewed every three months and supported by a written request and physician's certificate up to a maximum of one (1) year.

C. During this leave an employee is entitled only up to one (1) month beyond birth of child providing she has accrued this time.

ARTICLE XIIPERSONAL LEAVE

Two (2) days personal leave are authorized in the event of emergency, death in the immediate family, or for personal business which can only be attended to during regular business hours. Requests for personal leave, shall be submitted to the immediate supervisor for approval.

ARTICLE XIIIHEALTH INSURANCE COVERAGE

The Welfare Board agrees to pay for the full cost and provide coverage for eligible employees and their immediate families, in accordance with the definition of the insurance carrier, for Blue Cross and Blue Shield Plans of New Jersey and a major medical benefit underwritten by the Prudential Insurance Company of America, in accordance with the New Jersey Public and School Employees Plan.

Coverage for employees will be provided from the first day of the month following the date of two (2) months of continuous service with the employer.

ARTICLE XIVANNUAL EVALUATIONS

The annual employee evaluations will be made in compliance with 4:1-20-2 Title 4, NJAC.

ARTICLE XV

VOLUNTARY SAVINGS BOND PLAN

Employees may enroll in a voluntary payroll deduction Federal Savings Bond Plan.

Applications for enrollment will be made available through the Bookkeeping Department.

ARTICLE XVI

ANNOUNCEMENT OF PROMOTIONAL JOB OPENINGS

1. Individual notices of each promotional examination and an application form shall be provided by the Department of Civil service and through the Welfare Board to each employee eligible for admission to such examination.

2. Notices of examinations shall include:

- a. The title of the class for which the examination is to be held;
- b. The salary rate or range;
- c. A reference to duties and responsibilities;
- d. Established minimum qualification requirements for admission of applicants;
- e. The parts and respective examination weights;
- f. Information concerning the filing of applications.

ARTICLE XVII

RECLASSIFICATION OF POSITIONS

In those positions which require the use of transcribing equipment, the position of Clerk Transcriber will be established and utilized.

The rate of compensation shall be one Range higher than that of Clerk Typist.

The current structure of the Welfare Board reflects a maximum of seven (7) transcriber positions. The appointment and effective date of these positions will be determined by the Director.

ARTICLE XVIII

RECAPITULATION OF LEAVE

The Board will issue a semi-annual recapitulation of accrued sick and vacation leave to each employee during the months of January and July on an individual basis.

ARTICLE XIX

COMPENSATION

A. The salaries and stipulations contained in this Article are based on the standard thirty-two and one-half (32½) work week.

B. During the term of this Agreement, employees covered by this Agreement shall be compensated as follows:

1. The entrance salary shall be the minimum salary of the range. There shall be six steps and a maximum rate as established in Plan B (Revised) effective 7/1/72, Ruling Number 11, Department of Institutions and Agencies.

2. The Employee of the Board shall be compensated the basis of the following range plan. This plan includes a one Step increment, retroactive to January 1, 1973, and a one Range increase for the period July 1, 1973 through December 31, 1973, except for the Social Service Aide which Range remains the same. (Reference Plan B (Revised) effective 7/1/72, Ruling 11):

TITLE	January 1 - June 30, 1973		July 1 - December 31, 1973	
	Range #	Salary Range	Range #	Salary Range
Case Worker	14	7,440-10,044	15	7,812-10,549
Investigator	14	7,440-10,044	15	7,812-10,549
Welfare Aide	9	5,830-7,874	10	6,122- 8,264
Social Serv. Aide	1	3,946-5,325	1	3,946-5,325
Prin. Clerk Steno.	13	7,086-9,564		
Prin. Clerk Bkpr.	9	5,830-7,874	10	6,122-8,264
Prin. Clerk	9	5,830-7,874	10	6,122-8,264
Head Clerk			14	7,440-10,044
Senior Clk. Typ.	6	5,036-6,800	7	5,288-7,136
Clk. Bkpr.	3	4,350-5,876	4	4,568-6,164
Receptionist	3	4,350-5,876	4	4,568-6,164
Account Clerk	3	4,350-5,876	4	4,568-6,164

TITLE	January 1 - June 30, 1973		July 1 - December 31, 1973	
	Range #	Salary Range	Range #	Salary Range
Bldg. Maint. Wrk.	2	4,143- 5,592	3	4,350- 5,876
Clerk Typist	3	4,350- 5,876	4	4,568- 6,164

3. Under the provisions of NJAC 4:1-7.1, Title 4, strict alignment of compensation and job performed shall be adhered to, including provisional and/or temporary appointments to a higher position vacancy.

ARTICLE XX

LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS

A. Union delegates will be afforded leave with pay to attend the following conferences or conventions:

1. Annual International CWA Convention
2. District I CWA Conference
3. State CWA Conference
4. Legislative International CWA Conference

5. State Legislative International CWA Conference

6. District I Council of Public Employees

B. Written notice, from the Union, of the authorization of delegates to utilize such leave time shall be given to the Board at least twenty-one days in advance of the date or dates of such convention.

C. Leave will be granted to not more than three (3) delegates at any one time who are authorized by the President or the Executive Director of the Union, and shall be limited to an aggregate total of twenty (20) days of paid leave in a one year period and five (5) days of paid leave for any single conference or convention for any individual delegate except in the case where special approval of an exception may be granted by the Welfare Board.

D. Leave not utilized in any period shall not be accumulated except that where the Union requests in writing not later than thirty (30) days prior to the end of the year period a maximum of five (5) days may be carried over into the succeeding year period exclusively for the annual CWA National Convention or for other approved special meetings.

E. In addition leave of absence without pay may be granted to any employee desiring to attend at his own expense not exceeding five (5) days for any single conference or convention.

ARTICLE XXI

FULLY BARGAINED CLAUSE

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

ARTICLE XXII

LEGALITY OF CONTRACT

1. Any provision of the Agreement found to be in violation of any existing or future Local, State, or Federal legislation shall be subject to renegotiation by the parties in order to insure that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

2. It is agreed that future legislation concerning Burlington County Welfare Board Employees which liberalizes any employee benefits beyond those contained herein, by either mandatory or permissive act, shall be subject to immediate negotiation.

IN WITNESS WHEREOF the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 3rd day of October, 1973.

Communications Workers of America

BY: Gloria Shepperson
Gloria Shepperson
International Representative

BY: Thomas J. Murphy
Thomas J. Murphy
President CWA Local 1086

Burlington County Welfare Board

BY: Polly B. Bush
Polly B. Bush
Board Chairman

BY: Robert F. Gallagher
Robert F. Gallagher
Director of Welfare

Reviewed and approved by the
Division of Public Welfare
New Jersey Department of
Institutions and Agencies

BY: Frank A. Mason
Deputy Director
Office of Employee Relations
Office of the Governor

BY: G. Thomas Riti
G. Thomas Riti
Acting Director