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COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE GLOUCESTER COUNTY WELFARE BOARD OF
GLOUCESTER COUNTY, NEW JERSEY

AND

THE COMMUNICATION WORKERS OF AMERICA A. F. L. C. I. O.

CONTRACT DATE: JANUARY 1, 1974

11/1/74 - 12/31-75

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A G R E E M E N T

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, retroactive, to January 1, 1974.

WITNESSETH:

ARTICLE I: RECOGNITION

The BOARD agrees to recognize the COMMUNICATION WORKERS OF AMERICA, AFL-CIO as the sole and exclusive collective bargaining agent for the employees in the following job classifications: Clerk, Clerk-Typist, Senior Clerk-Typist, Principal Clerk Typist, Clerk Bookkeeper, Senior Clerk- Bookkeeper, Principal Clerk Bookkeeper, Head Clerk Bookkeeper, Account Clerk, Senior Account Clerk, Clerk Stenographer, Senior Clerk, Principal Clerk, Principal Account Clerk, Welfare Aids, Head Account Clerk, Caseworker and Investigator.

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.

Employees covered by this agreement will be compensated at the rate of time and one half in cash for 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

I. DEFINITIONS

- A. A "grievance" is an allegation by an employee or the union that a specific provision of this agreement has been violated. These grievances only may be submitted to Binding Arbitration as a final step in the procedure.
- B. All other allegations that there has been a violation, a mis-interpretation or misapplication of policies, rules and/or administrative decisions may be submitted through all steps of the grievance procedure up to the Board level, and the Board's decision on these matters will be final and binding. These non-contract grievances may not be submitted to binding arbitration.
- C. Nothing in this procedure shall preclude an employee from exercising his or her legal or civil service rights.
- D. A "grievant" is an employee who files a grievance.
- E. "Representative" is a person or agent designated to represent either party in this procedure.
- F. "Day" means a calendar day.
- G. "Party in interest" is a person, agent or agency with an interest in the grievance.
- H. "Class grievance" is a formal grievance by two or more employees.
- I. "Group grievance" is the same or similar formal grievance by two or more employees each in the same department.

II. PROCEDURES

- A. Grievances shall be processed promptly and expeditiously.
- B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.
- C. Formal grievances and appeals shall be filed in writing.
- D. Communications and decisions concerning formal grievances shall be in writing.
- E. A grievant shall be permitted a representative at all levels

of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two(2) days prior to the hearing.

- F. There shall be no additional evidence submitted during the grievance process once a grievance has been submitted to Arbitration.
- G. Failure by a grievant to process a grievance within the specified time limits shall render the grievance as settled in favor of the Board.
- H. Failure by the Board to issue a decision within the specified time limit shall render the grievance advanced to the next level.
- I. Class grievance shall be filed at Level III, within ten (10) days of the occurrence.

III. PROCESSING

- A. **Level I- Informal Grievances**
A grievant shall discuss informally with his immediate supervisor any alleged grievance, within ten (10) days of such occurrence, in order to resolve the same. Failure to resolve the grievance shall advance it to Level II.
- B. **Level II- Formal Grievance**
 - 1. A grievant shall file a formal complaint within ten (10) days of the occurrence or within five (5) days after the beginning of the informal period. The grievant shall specify the nature of the grievance, the clause involved, the evidence and a remedy. The complaint shall be filed with the next level of supervision.
 - 2. The administrative supervisor or chief clerk shall hold a hearing promptly within five (5) days of receipt of the formal grievance and shall render his decision within five (5) days after the hearing.
- C. **Level III- Appeals to the Director**
 - 1. Within five (5) days of the decision at Level II, the grievant may request an appeal to the appropriate Director. The appeal shall include all materials previously submitted.
 - 2. The Director shall establish a hearing within ten (10) days following such request, and notify the grievant at least five (5) days prior to the hearing date.
 - 3. Within ten (10) days of the said hearing, the Director shall notify the parties in interest of his decision.

D. Level IV- Appeals to the Board

1. Within five (5) days of the decision at Level III, the grievant may request an appeal to the Board. The appeal shall include all materials previously submitted.
2. The Board shall establish a hearing within five (5) days following such request and notify the grievant at least two (2) days prior to the hearing date.
3. Within five (5) days of the said hearing, the Board shall notify the parties in interest of its decision.
4. If the grievant is not satisfied with the decision he may within five (5) days appeal the decision.

E. Level V- Arbitration

1. Within twenty (20) days of the decision of the Board the grievant may request arbitration of the grievance by filing notice of same with the Director.
2. Within five (5) days of such notice, the grievant shall request a list of arbitrators from the American Arbitration Association.
3. Within five (5) days of receipt of such list an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a list shall be requested and the process repeated, unless the time is extended by mutual agreement.
4. Within twenty (20) days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such hearing and shall conduct such hearing, except as provided otherwise herein.
5. The arbitrator shall first rule on the arbitrability of the grievance if so requested by either party.
6. The arbitrator shall have no power to add to, subtract from or alter the language of the agreement. He shall have no power to make an award inconsistent with law. He shall rule only on the interpretation of the clause of the agreement.
7. The arbitrator shall not have the power to make an award on any matter which is not within the Welfare Board's power to implement, including monetary awards which require appropriations from governmental agencies other than the Welfare Board.

8. The arbitrator's decision shall be binding on all parties, except that if his decision requires legislative action, such decision shall be effective only if such legislation is enacted.
9. The costs of the services of the arbitrator shall be shared equally by the parties in interest.

F. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
2. The filing, pendency or hearing of any grievance shall not impede the normal management and operation of the Board.
3. All records of grievance processing shall be filed separately.
4. Forms for grievance processing shall be mutually agreed upon by the parties to the agreement. The Union will distribute the forms as they require these.
5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
6. Notice of hearings shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Board premises.
7. 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 (1) union representative who is an employee of the Board throughout the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Director.

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 authorizative 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>Salary</u>	<u>Increment</u>
Clerk	3	\$4,590-6,200	230
Clerk Typist	5	5,061-6,832	253
Account Clerk	5	5,061-6,832	253
Clerk Bookkeeper	5	5,061-6,832	253
Senior Clerk Typist	8	5,859-7,910	293
Senior Account Clerk	8	5,859-7,910	293
Senior Clerk Bookkeeper	8	5,859-7,910	293
Principal Clerk Typist	11	6,783-9,156	339
Principal Account Clerk	11	6,783-9,156	339
Principal Clerk Bookkeeper	11	6,783-9,156	339
Head Account Clerk	15	8,245-11,129	412
Head Clerk Bookkeeper	15	8,245-11,129	412
Welfare Aide	11	6,783-9,156	339
Caseworker	16	8,657-11,688	433
Investigator, County welfare BD.	16	8,657-11,688	433

B. 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 Jan. 1, 1974, except those provided in sub paragraph B2 below; shall be paid on a quarterly basis 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 contract shall be State Payroll Plan B.
- (2) An employee whose date of employment in his present classification is between July and December 31, inclusive, shall receive a one increment increase effective January 1, 1974; however, no increase shall be given until the completion of one year of service.
- (3) 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.
 2. An employee hired or last promoted between January 3 and April 1 will be eligible to receive an increment on April 1.
 3. An employee hired or last promoted between April 2 and July 1 will be eligible to receive an increment on April 1.
 4. An employee hired or last promoted between July 2 and October 1 will be eligible to receive an increment on October 1.
- (4) Increments based on experience, either with the Gloucester County Welfare Board or other Welfare Boards for starting salaries in the classification of caseworker shall be at the discretion of the Director and his decision shall be based, in part, upon the length of previous employment, performance and duration of time during which the applicant shall not have been actively employed in a caseworker position. Starting salaries in all classifications shall be the minimum rate established for the present salary range.
- (5) All employees will be moved from their existing range and step to the same ~~range and~~ step in the new approved ranges effective January 1, 1974.

- C. Effective July 1, 1974, all employees holding the title of Caseworker (Social Worker of Income Maintenance Specialist) shall be advanced to the next higher step in their appropriate range.

ARTICLE VI: EDUCATION ASSISTANCE

A maximum of two (2) qualified caseworkers, 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 required to operate their own vehicles shall be \$0.12 per mile, unless the County increases their allowance then the County allowance will be extended to Welfare Board employees, but not in excess of the state mileage allowance.

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

ARTICLE VIII: BEREAVEMENT DAYS

Each employee shall be entitled for a period up to three (3) days 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; the Director may upon proper request extend the period of "bereavement" leave beyond three (3) days; however, any days over the permitted leave shall be charged against any employee's accumulated sick leave or, if no sick leave is available, then it shall be deducted from the employee's pay. Each employee may utilize one (1) unpaid leave day to make, participate, arrange, and/or attend the funeral of a close friend. A "sick" day, if the employee has any available, may also be utilized for this purpose.

ARTICLE IX: PERSONAL DAY

Each employee shall be entitled in addition, to "vacation" and/or "sick" leave, one "personal day". Each request to take the "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 day shall be non-cumulative. 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 when the Board of Chosen Freeholders of Gloucester County declares a holiday for all County employees.

ARTICLE XII: VACATIONS

Effective July 1, 1974, 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 nineteen years of service, twenty (20) working days per year;

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, Hider "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 para-professional workers, e.g., welfare aides, or equivalent titles as authorized by the Division of Public Welfare, such staff may be utilized wherever practical to free present case workers for reassignment to more professional work.

ARTICLE XVIII: FAIR PRACTICES

The UNION agrees to continue to admit to membership employees covered by the contract without discrimination on the basis of race, creed, color, national origin, sex, martial status, age, draft status or participation in UNION activities.

ARTICLE XIX: MERIT PAY COMMITTEE

The BOARD and Union agree, upon adoption of this agreement to establish a "merit Pay Conference Committee" to review and investigate the creation of a "merit incentive pay" plan to be implemented by the BOARD in the Administration and Management of employees.

Any member of the Conference Committee, may at his expense utilize the services of a professional consultant.

The report of the Conference Committee, shall be completed within six (6) months from the adoption date of this contract. In the event that there is a minority report, such member or members of said Committee shall file said report within thirty (30) days after the submission of the majority report to the BOARD and the Union. All reports shall be non-binding; and shall be considered for implementation in future negotiations; and may be made a part of the current Agreement upon the express written consent of the BOARD and the Union. Any plan must be subject to the approval of the Division of Public Welfare.

ARTICLE XX: 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 XXI: REQUESTS FOR LEAVE

The BOARD will grant all requests for leave on a case by case basis in conformance with existing Court guidelines on such matters. All leaves that will be granted will be granted on a 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 XXII: 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 XXIII: PAYDAYS

All pay days will be changed to a new pay period system. The new pay period system will be a pay plan that causes the issuance of a pay check to each employee every two (2) weeks.

The method of withholding will be mutually agreed by the parties before it is implemented. The period of withholding shall begin during the first pay period after the adoption date of this contract. The amount of pay to be withheld shall not exceed one (1) full week's pay.

ARTICLE XXIV: 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 XXV: 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 XXVI: 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 XXVII: WORK CONTINUITY

The ASSOCIATION agrees that for the life of this contract there shall be no strike, slow down, sick out 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 XXVIII: 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 XXIX: DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT CLAUSE

This Agreement shall be effective retroactively, as of January 1, 1974 for a period of two (2) years, expiring December 31, 1975. The parties agree that, as of October 1, 1974, the Board and the Union will re-open negotiations on the Articles that concern compensation, vacations, mileage, educational leave and binding arbitration. It is understood that all other sections of

this contract will not be re-opened until October 1, 1975. It is understood by and between the parties that negotiations on the successor clauses and on the successor agreement to this agreement shall be commenced not later than October 1, of the year of expiration of the clause or the contract.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this day 1974.

GLOUCESTER COUNTY WELFARE BOARD

COMMUNICATION WORKERS OF AMERICA AFL-CIO

By

Morris Nastase
Morris Nastase, President

Edward Schultz
Edward Schultz, International Representative

Charles D. Johnson
Charles D. Johnson, Director

Meredith Neely
Meredith Neely, President

William J. McGinnis, Jr.
William J. McGinnis, Jr.
Chief Negotiator

Diane M. Read
Diane Read, Negotiation's
Chairman

ATTEST:

Dorothy R. Wagner
Dorothy R. Wagner, Secretary