

THIS IS
NOT CIRCULATE

PREAMBLE

This Agreement, dated and effective the 28th day of September, 1970, is entered into by and between the Hudson County Welfare Board, 100 Newkirk Street, Jersey City, New Jersey, (hereinafter referred to as the "Board") and the Hudson County Welfare Workers' Association, 3450 Kennedy Boulevard, Jersey City, New Jersey, (hereinafter referred to as the "Association"). The duration of this Agreement shall be from January 1, 1970 to and including December 31, 1971.

ARTICLE 1

RECOGNITION

In accordance with the certification of the New Jersey Public Employment Relations Commission, dated January 6, 1970, the Board recognized the Association as the exclusive collective negotiations agent for the employees in the classification of Case Workers and Supervisors, both permanent and temporary.

ARTICLE 11

MANAGEMENT RIGHTS

It is the right of the Board to determine the standard of service to be offered by its agency; determine the standards of selection for employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations; determine methods, means and personnel by which its operations are to be conducted; determine the content of job classification; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The Board's decision on those matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions

on the above matters have on employees, such as questions of work load or manning are within the scope of collective bargaining

ARTICLE 111

EFFECTIVE DATES OF SALARY INCREASES AND HOURS OF WORK.

The effective date of increases shall be September 21, 1970, pursuant to Memos of Understanding entered into between the Board and the Association, dated July 24th and September 4th, 1970, and as more specifically enumerated herein.

The commencement of the 35 hour work week shall be on October 1, 1970. The work week will be 35 hours per week, from 8:30 A.M. to 4:15 P.M., with three-quarters (3/4) of an hour for lunch from 12 Noon to 12:45 P.M.

ARTICLE 1V

GRIEVANCE PROCEDURE

Purpose

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.

Informal Procedure

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 Association.

Definition

A grievance is any dispute between the parties arising out of the employees employment or concerning the application of interpretation of this agreement.

PRESENTATION OF A GRIEVANCE

The employee shall have a right to present his own appeal, individually or by counsel, or to designate an Association

representative to appear with him.

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 the Administrative Supervisor, within five (5) working days of the occurrence complained of, or within five (5) working days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

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

STEP 2

Should the employee feel that the decision reached in Step 1 is not satisfactory, he may within five (5) calendar days after the receipt of the written decision, present his grievance in writing to the Grievance Committee of the Association. The Grievance Committee shall render a decision within five (5) calendar days as to the merit of the grievance. If the grievance is judged to have no merit, the employee involved shall be notified in writing by the Chairman of the Grievance Committee, with copies to the Director of the Board.

STEP 3

If the grievance is judged to have merit, the Grievance Committee shall within ten (10) calendar days, present its position in writing to the appropriate Administrative Supervisor and to the Director or her designee. A meeting shall be held among the employee, not more than 2 members of the Grievance Committee, the Supervisor where deemed necessary by either party, and the Administrative Supervisor. This meeting shall be held to attempt

to resolve the grievance. It shall be held within five (5) working days of the petition by the Association. The Administrative Supervisor, shall, within ten (10) working days, thereafter render his or her decision in writing to the employee involved, the Grievance Committee and the Board.

STEP 4

Should the aggrieved person be dissatisfied with the Board's decision, the Association has ten (10) working days in which to request fact-finding. The Fact Finder shall be selected from the Rutgers University Labor Education Center and designated by the Governor. If the Governor does not designate anyone who will contact the parties and schedule a hearing within 30 days of the appeal for fact-finding (the hearing date to be set within a reasonable period thereafter), then a selection shall be made from a panel of Fact-Finders supplied by P.E.R.C. The Fact Finders' decision shall be advisory only.

In the event the employee elects to pursue Civil Service procedures, the Fact-Finding hearing shall be cancelled and the matter withdrawn from Fact-Finding.

Costs:

The Association and the Board shall share equally the costs of Fact-Finding.

Group Grievances:

The Association shall have the right to process a Group Grievance which affects more than one employee, provided that it is initiated in the name of, and signed by, at least one employee.

The Association shall be provided with the Board's representative's decision in writing at every step of the formal grievance procedure, and shall have the right to make its views known.

If it becomes necessary to hold any hearing or discussions, same shall be held after working hours. Participation by Association representatives shall be limited to two (2) in

number.

In the event no decision is forthcoming within the prescribed time limits as above indicated, the aggrieved may, upon proper notice, proceed to the next step.

Any of the time limits specified above, may be extended by mutual agreement.

ARTICLE V

LIBRARY - REFERENCE ROOM

The Board shall furnish and stock with appropriate materials, books, etc., in a cabinet to be used as reference and resource of Case Workers and Supervisors facilitating the performance in these areas.

ARTICLE VI

WORK RULES

The parties agree to be guided to the extent possible, by Federal and State Welfare policies pertaining to staffing and workload as they concern Case Workers and Supervisors.

Such Federal and State directives shall be made available for inspection and duplication at the Department of Public Welfare upon appointment, to officers of the Association.

If the application of proposed new rules or modification of existing rules governing working conditions has practical impact, such as work load or manning, it shall be grievable.

ARTICLE VII

PROMOTIONS AND TRANSFERS

In the promotion and voluntary transfer of personnel, seniority shall be considered.

Involuntary Transfer:

In connection with all involuntary transfers, there shall be a meeting between the Administrative Supervisor concerning the transfer during which the Case Worker shall be notified of the reasons for the transfer. In the involuntary transfer of personnel, seniority shall be considered.

ARTICLE VIII

ASSOCIATION RIGHTS

1. The Association shall have the right to distribute to their membership, through the employees' mail boxes, all materials dealing with the proper and legitimate business of the Association.

2. The Officers and Representatives of the Grievance Committee, shall, when situations warrant, be free to bring to the immediate attention of the Director, any conditions which may be a threat to the normal operating conditions of the Board.

3. The Board shall provide bulletin boards in the main Case Workers' rooms on the first, second and third floors, part of which bulletin boards may be used by the Association for posting notices, etc., pertaining to said Association.

4. There shall be no Association meetings on Board premises without prior consent of the Director, who agrees not to withhold such consent without just cause. Such meetings, except in emergencies, shall not exceed one meeting a month and shall be held after business hours.

5. There shall be no organization activity on Board premises during business hours.

6. Necessary grievance handling during work hours for members of the Grievance Committee, shall be excused time with pay, with the consent of the Director.

ARTICLE IX

DUES DEDUCTION

1. The Board agrees to deduct the annual dues of the Association from all employees upon the employees' authorization to do so and submitted to the Board in writing.

2. Such deductions shall be made in equal amounts every pay period.

3. Monies collected by the Board under this Article shall be remitted to the Treasurer of the Association as soon after each pay period as practicable.

ARTICLE X

SALARIES AND COMPENSATION

All Case Workers and Supervisors shall receive a ten (10%) per cent increase in annual salary from January 1, 1970 to September 21, 1970. Such retroactive payments shall be based on the employees' earnings for 1970 and will be paid as soon as practical but no later than October 16, 1970.

(a) As to Case Workers:

1. Effective September 21, 1970 to December 31, 1970, a Salary Range of #29 (\$7800.-\$10,200.) shall go into effect. Placement on the Salary Range #29 scale during the September 21, 1970 to December 31, 1970 period, shall be in line with the employee's anniversary date. An annual salary increase ceiling for this year of \$1450. shall be in effect. Each Case Worker is to be adjusted to his proper step on September 21, 1970, provided such increment does not exceed \$1450.

For the remainder of the calendar year 1970, adjustments are to be made on the anniversary date of each Case Worker.

2. In the event a Case Worker is not fully adjusted by December 31, 1970, he or she shall receive up to \$800. towards the full adjustment on January 1, 1971. Every Case Worker is to receive at least \$300.00 on January 1, 1971.

Every Case Worker is to receive an additional \$300. on his or her anniversary date in 1971, provided such total increments do not exceed \$800.

No Case Worker shall receive more than \$800. in the calendar year 1971.

No Case Worker is to receive less than \$600. in the calendar year 1971.

(b) As to Supervisors:

1. Effective September 21, 1970 to December 31, 1970, a Salary Range #32 shall go into effect with a minimum of \$8900. and a maximum of \$11,840. to be reached in seven (7) steps of \$420. each.

2. A ceiling of \$1500. shall be placed on total salary increases for calendar year 1970.

3. A ceiling of \$950. shall be placed on total salary increases for calendar year 1971.

4. Placement on the Salary Range #32 scale during the period from September 21, 1970 to December 31, 1970, shall be in line with the individual's anniversary date.

5. Effective January 1, 1971, full salary adjustment shall be realized for those not placed properly in terms of service, except that a ceiling of \$950. shall be placed on total salary increases for year 1971.

6. In the event that a Supervisor is not fully adjusted by December 31, 1970, he shall receive up to \$950. towards the full adjustment on January 1, 1971.

7. Every Supervisor is to receive at least \$420. on January 1, 1971 and every Supervisor is to receive an additional \$420. on his or her anniversary date in 1971, provided that such total increases for 1971 do not exceed \$950.

8. No Supervisor is to receive more than \$950. in the calendar year 1971. No Supervisor is to receive less than \$840. in the calendar year 1971.

IN WITNESS WHEREOF, the parties have caused same to be executed by its respective officers or agents on this 28th day of September, 1970.

HUDSON COUNTY WELFARE WORKERS' ASSOCIATION

BY:

Timothy Mailly
TIMOTHY MAILLY, Resident

Reviewed & Approved, Div. of Public Welfare,
Department of Institutions and Agencies

Irving J. Engelman
Irving J. Engelman, Director,

HUDSON COUNTY WELFARE BOARD

BY:

Sallie H. Dixon
SALLIE H. DIXON, Director

Frank A. Mason
Frank A. Mason, Director
Office of Employee Relations
Governor's Office