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AGREEMENT

Between the

UNION COUNTY WELFARE BOARD

And the

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

BOOK DOES
NOT REGULATE

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PREAMBLE

This Agreement, effective the first day of January, 1970, is entered into by and between the Union County Welfare Board, 7 Bridge Street, Elizabeth, New Jersey (hereinafter referred to as the "Board") and the Communications Workers of America, AFL-CIO, 355 Chestnut Street, Union, New Jersey (hereinafter referred to as the "Union").

ARTICLE I. RECOGNITION

In accordance with the certification of the American Arbitration Association dated April 18, 1969, the Board recognizes the Union as the exclusive collective negotiations agent for the employees in the following classifications: Unit I - Caseworker, Medical Social Service Assistant and Investigator, and Unit II - Welfare Aide, Senior Clerk-Stenographer, Senior Clerk-Bookkeeper, Senior Account Clerk, Clerk-Stenographer, Clerk-Bookkeeper, Clerk-Transcriber, Clerk-Typist, Clerk, Telephone Operator, Receptionist and Addressograph Machine Operator.

ARTICLE II. MANAGEMENT RIGHTS

It is the intention hereof that all of the rights, powers, prerogatives and authorities that the Board had prior to the signing of the Agreement are retained by the Board except those and only to the extent that they are specifically abridged or modified by this Agreement.

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

ARTICLE III. INFORMATION TO UNION

A list of new employees, if any, in the bargaining units will be furnished to the secretary of the local Union within ten (10) days after appointment by the Board.

ARTICLE IV. 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 second pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Board shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. Dues shall be \$4.00 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 V. HOURS OF WORK

A. The normal working week from January 1, 1970, through December 31, 1970, shall consist of thirty (30) hours per week, six (6) hours per day, five (5) days per week.

Commencing on January 1, 1971, the normal working week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week.

The Director (or his designee) may stagger the lunch hour to meet the work load to be performed so that the public may be served.

The working day for employees may be varied or extended by the Director or his designee as the need arises. Compensable time shall be granted to employees for extended work beyond the six (6) hour day through December 31, 1970, and beyond the seven (7) hour day commencing on January 1, 1971.

B. The parties to this Agreement recognize the desirability of caseworkers having scheduled time for the purpose of dictation and other necessary paper work

- C. Insofar as possible, no presumptive eligibility cases will be assigned one-half hour prior to lunch or one-half hour prior to the end of the workday.
- D. The Director (or his designee) may make necessary changes with respect to paragraphs B and C so that the public may be served.

ARTICLE VI. GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definition:

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

C. Presentation of a Grievance:

The employee shall have the right to present his own appeal, individually or by an attorney, or to designate a Union representative 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 person; essential witnesses, if any, who are employees of the Welfare Board, and one Union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure:

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

Step 1

- a. An aggrieved employee shall institute action under the provisions hereof in writing, signed and delivered to his supervisor, within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.
- b. The supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

Step 2

- a. In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination by the supervisor.
- b. The Director of Welfare, or his representative, shall conduct a hearing within five (5) working days from the receipt of the complaint as follows:
 - 1) A certified shorthand reporter engaged by the Board shall be present at the request of either party.
 - 2) A stenographic record shall be made but not transcribed unless either party wishes such record to be transcribed, in which event that party shall bear the full cost.
 - 3) In the event both parties desire copies, the cost shall be shared equally.

- c. The Director shall render his decision on non-disciplinary matters within ten (10) working days.

On disciplinary matters resulting in a suspension, the Director shall submit his decision or his findings of fact to the aggrieved person and the Board within ten (10) working days following the hearing.

Step 3

Should the employee disagree with the decision or findings of fact of the Director, or his representative, the employee may, within three (3) working days, submit to the Board a statement in writing and signed as to the issues in dispute. The Board shall, at its next regular meeting or a special meeting called at the discretion of the Board, review the decision or findings of fact of the Director together with the disputed areas submitted by the employee. The employee and/or the Union representative may request an appearance before the Board. The Board will render its decision within five (5) working days thereafter. -

Step 4 - Fact Finding

- a. Should the aggrieved person be dissatisfied with the Board's decision, such person has ten (10) working days in which to request non-binding fact finding. The fact finder shall be John J. Pearce of Rutgers University. In the event Mr. Pearce is unable to serve, another fact finder shall be designated by the Governor of the State of New Jersey.

However, no fact finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board. In the event the employee elects to pursue Civil Service procedures, the fact finding hearing shall be canceled, the matter withdrawn from Mr. Pearce. The Union shall pay whatever costs may have been incurred in processing the case to John J. Pearce.

- b. The fact finder's decision shall be in writing and shall set forth his finding of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.
- c. The costs for the services of the fact finder shall be borne equally by the Board and the Union. All other expenses incurred in connection with the fact finding shall be paid by the party incurring same.
- d. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

E. Union Participation in the Grievance Procedure

A minority organization shall not present or process grievances.

The participation of the majority representative in the grievance shall be as follows:

Step 1

A shop steward may participate at the request of the employee.

Step 2

The local Union officer and/or international representative may participate at the request of the employee. In the event the employee does not request Union participation at the Hearing before the Director or his representative, the employee waives his right for Union participation for the remaining steps.

Step 3

Union representation which does not preclude its attorney.

ARTICLE VII. SENIORITY

Seniority, which is defined as continuous employment with the Board, will be given due consideration by the Board with respect to promotion.

ARTICLE VIII. 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 addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Union County declares a holiday for all county employees other than those holding constitutional positions. In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday.

ARTICLE IX. VACATIONS

A. Permanent employees shall be granted vacation leave as follows:

1. One (1) working day for each month of employment during the first (1st) calendar year of employment.
2. Twelve (12) working days after the first (1st) calendar year up to and including five (5) years of employment
3. Fifteen (15) working days after the first (1st) five (5) years of employment and up to and including the tenth (10th) year of employment.

4. Twenty (20) working days after ten (10) years and up to and including twenty (20) years of employment.
 5. Twenty-five (25) working days after twenty (20) years of employment.
- B. Temporary employees shall be granted one (1) working day vacation leave for each full month of service or major fraction thereof during temporary employment. No vacation leave in excess of the amount actually earned will be approved in anticipation of continued employment.

ARTICLE X. PERSONAL DAYS

Permanent employees of the Welfare Board with one (1) year of continuous service shall be entitled to a total of five (5) days leave per year with pay, in accordance with the following rules and regulations:

- A. Up to three (3) days leave of absence with pay for time lost from work due to a death of any of the following members of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, mother-in-law, father-in-law, or other relatives residing in the employee's household.
- B. Two (2) days leave with pay for religious holidays or personal business subject to the following:
 1. Requests for leave shall be made in writing and approved in advance of the requested date or dates from the employee's immediate supervisor and Director.
 2. Leaves must be used within the calendar year and shall not be cumulative from year to year.
 3. Personal leave shall not be granted at the beginning or end of a vacation, paid holiday, or at the beginning or end of a work week except in cases of emergency or religious holiday.

4. Personal days may be taken as either two (2) whole days or one (1) whole day and two (2) half days.

ARTICLE XI. 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 with similar approval 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 Director of Welfare.
- C. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced by one (1) day 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 XII. SICK LEAVE

The sick leave policy for employees of the Board shall be in accordance with New Jersey Statutes Annotated, Title 11:24A-3.

ARTICLE XIII. MATERNITY LEAVE

- A. An employee who becomes pregnant may be permitted to continue employment until the end of the sixth (6th) month of pregnancy provided that such employee shall have submitted to the Board by the end of the third month of pregnancy a statement from her physician stating the probable date of confinement and that she can safely continue to perform her assigned job. Such a physician's note must be submitted monthly thereafter until the end of six (6) months of pregnancy when the employee must go on maternity leave.
- B. After her delivery, an employee will be granted up to one (1) month leave of absence. Such leave may be extended for an additional one hundred twenty (120) days (or a total of five (5) months after delivery), subject to medical certification, stated in writing and signed to the Board that the employee's health requires such additional leave. The Board reserves the right to require that such employee submit to a medical examination by a physician of the Board's choosing.

ARTICLE XIV. REEMPLOYMENT

In the case of employees seeking reemployment with the Board, the Board may take the following and other past experience factors into consideration in determining the increment level and vacation entitlement at which the individual may be reemployed:

- A. How long employed by the Board.
- B. Performance while employed by the Board.
- C. How long separated from the Board.

ARTICLE XV. AUTOMOBILES

The Board shall make every effort to assure that automobiles furnished to caseworkers for use in the performance of the work duties shall be in a safe condition. Employees shall utilize assigned Welfare Board automobiles and are required to take notice of any defects in such automobiles and to bring the automobiles to the county garage for the necessary repairs or servicing. The employee shall prepare a brief report as to the repairs or servicing in the manner required by the Board.

ARTICLE XVI. SALARIES AND COMPENSATION

- A. All employees shall receive a wage increase for 1970 retroactive to January 1, 1970 in the amount of 7% of their base salary (longevity excluded) adjusted to the nearest multiple of \$60.00 in their present classification. Such retroactive payment shall be based upon the employees' earnings for 1970 and will be paid as soon as practicable, but in no event later than November 4, 1970.
- B. Commencing January 1, 1971, a new wage plan, Plan A, with an entrance salary and seven steps shall go into effect. All employees shall be placed in the proper step in accordance with the step that they were in on December 31, 1970. The phrase "step they were in on December 31, 1970" refers to the standard step of the current range which would have been payable without regard to the 7% adjustment, and the "proper step" of the new range means the rate for that step in the new range bearing the same sequential number as the base rate that was being paid in the old range.
- C. The salary range for all employees in the bargaining units as described in "ARTICLE I. RECOGNITION" commencing on January 1, 1971 shall be as follows:

	<u>PLAN A</u>	
<u>TITLE</u>	<u>RANGE #</u>	<u>SALARY RANGE</u>
Investigator	32	\$8,760 - \$11,700
Caseworker	31	8,340 - 11,280
Welfare Aide	24	6,300 - 8,400
Senior Clerk-Stenographer	24	6,300 - 8,400
Senior Clerk-Bookkeeper	24	6,300 - 8,400
Senior Account Clerk	24	6,300 - 8,400
Clerk-Stenographer	20	5,220 - 6,900
Clerk-Bookkeeper	20	5,220 - 6,900
Clerk-Transcriber	19	4,980 - 6,660
Telephone Operator	19	4,980 - 6,660
Receptionist	19	4,980 - 6,660
Clerk-Typist	18	4,740 - 6,420
Addressograph Machine Operator	18	4,740 - 6,420
Clerk	17	4,500 - 6,180

ARTICLE XVII. INCREMENTS

- A. Effective January 1, 1971 all employees who are entitled to receive an increment pursuant to Ruling 11 shall be paid such increment on the following basis:
1. Employees whose date of employment in the present classification is between the dates of January 1 and June 30 inclusive, shall receive an increment on July 1 following completion of one year of service;
 2. Employees whose date of employment in the present classification is between the dates of July 1 and December 31 shall be entitled to receive an increment on January 1 following completion of one year of service.

B. Salary adjustments for 1971 shall be retroactive to January 1, 1971 upon approval of the Budget by the Union County Welfare Board, Division of Public Welfare of the Department of Institutions and Agencies and the Board of Chosen Freeholders of Union County.

ARTICLE XVIII. LONGEVITY

The present longevity plan shall be continued for the lifetime of this Agreement.

ARTICLE XIX. NEW JERSEY WELFARE COUNCIL

Caseworkers, on a staggered basis, who are members of the New Jersey Welfare Council, will be granted leave with pay for one day to attend the Annual Conference sponsored by the New Jersey Welfare Council. Section meetings to be approved by Administration. A written report shall be submitted within two (2) weeks.

ARTICLE XX. FULLY BARGAINED CLAUSE

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

ARTICLE XXI. SEPARABILITY AND SAVINGS

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII. DURATION

This Agreement shall be in effect from January 1, 1970, through December 31, 1971. Negotiations over a successor agreement shall begin not later than October 1, 1971. In the event that the parties have not achieved a mutually satisfactory agreement by December 15, 1971, at the request of either party, a copy of which written request shall be delivered to the other party, the Public Employment Relations Commission may, pursuant to such request, assign a mediator for the purpose of assisting in the resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses, the Public Employment Relations Commission may, pursuant to law, recommend or invoke fact finding, the cost of which shall be borne equally by the parties.

This Agreement is subject to the review and written approval as to form and content by the Board of Chosen Freeholders of Union County and the State of New Jersey, Department of Institutions and Agencies, Division of Public Welfare.

IN WITNESS WHEREOF, the parties have caused same to be executed by its respective officers or agents on this 22nd day of September, 1970.

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

UNION COUNTY WELFARE BOARD

Elaine T. Gleason
Elaine T. Gleason, International Representative

Gladys P. Swanson
Gladys P. Swanson, Chairman

Rita M. Lavin
Rita M. Lavin, Local Representative

ATTEST:

Richard H. Swantek
Richard H. Swantek, Local Representative

Richard T. Toy
Richard T. Toy, Local Representative

Marjorie M. Kane
Marjorie M. Kane,
Secretary-Treasurer