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A G R E E M E N T

Between

ESSEX COUNTY (NEW JERSEY) WELFARE BOARD

- and -

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

JANUARY 1, 1970 THROUGH DECEMBER 31, 1971

THIS BOOK DOES
NOT CIRCULATE

I N D E X

<u>Article No.</u>		<u>Page</u>
Article I	Recognition	1
Article II	Ruling No. 11	1
Article III	Dues Check Off	1
Article IV	Grievance Procedure	2
Article V	Hours of Work	5
Article VI	Holidays	5
Article VII	Vacations	6
Article VIII	Leaves of Absence Without Pay	7
Article IX	Sick Leave	8
Article X	Maternity Leave	9
Article XI	Health Insurance Coverage	9
Article XII	Life Insurance Coverage	10
Article XIII	Leave For Union Business	10
Article XIV	New Jersey State Welfare Conference	11
Article XV	Salaries and Compensation	11
Article XVI	Education	13
Article XVII	Job Transfers	14
Article XVIII	Work Distribution and Practices ...	14
Article XIX	Car Mileage and Insurance	15
Article XX	Fully-Bargained Provisions	15
Article XXI	Separability and Savings	16
Article XXII	Duration of Agreement	16
Article XXIII	Management Rights	17

PREAMBLE

This Agreement, dated and effective the 1st day of January, 1970, is entered into by and between the Essex County Welfare Board, Hall of Records, 469 High Street, Newark, 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

By Agreement between the Board and the Union, the Board recognizes the Union as the exclusive collective negotiations representative of employees in the classification of Caseworker, Welfare Aide, Investigator County Welfare Board and Rent and Housing Coordinator.

ARTICLE II

RULING NO. 11

All rights, privileges, prerogatives, duties and obligations of the parties contained in Ruling No. 11 of the Division of Public Welfare in its present or amended form, should be continued during the life of this Agreement except and only to the extent that they are specifically modified by the Agreement.

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 one-half each the established monthly dues of the Union from the first and second pay check of each month of all employees covered by this Agreement who have executed said form. It is further agreed that the Board shall remit such deductions to the Union prior to the tenth (10th) day of the month following the month for which such deduction is made. Dues shall be four dollars (\$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 IV

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. Definition

The term "grievance" means a complaint by an employee that, as to him, there has been a violation of the Agreement and includes disciplinary action affecting said employee.

C. Presentation of a Grievance

The employee shall have the right to present his own appeal, individually or by counsel, 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 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 the Field Office Supervisor, or the Administrative Supervisor for employees working directly at the Central Office 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 Field Office Supervisor or Administrative Supervisor as above 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 employee shall, in writing and signed, file his 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 within ten (10) working days after the receipt of the complaint.

Step 3

Should the employee disagree with the decision of the Director, or his designee, the employee 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 employee 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) 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 employee. The employee 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 person 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 John J. Pearce of Rutgers University as agreed or, in the event he cannot serve, another designee of the Governor selected from the Labor and Management Institute of 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 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. Should the employee not request Union participation by the second step, the employee waives his right for Union participation for the

remaining steps.

Steps 3 and 4

Union representation does not preclude representation of 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 V

HOURS OF WORK

The standard work week shall consist of thirty-five (35) hours per week.

ARTICLE VI

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 Year's Day	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 immediately following Monday.

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 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 Essex County declares a holiday for all county employees.

ARTICLE VII

VACATIONS

A. Employees shall be granted vacation leave to be selected by the employee and subject to the convenience and approval by the Agency as follows:

1. Vacation time in the first (1st) calendar year shall be allowed at the rate of one (1) day per month of employment and may be taken after it has been earned.

2. Vacation time in the second (2nd) calendar year (which is the first (1st) full year following the year of employment) shall be allowed on the same basis as in paragraph 1 above.

3. Vacation time in the third (3rd) calendar year and thereafter shall be allowed at the rate of fifteen (15) days per year.

Vacation time will be credited on January 1st of each year in anticipation of full employment for that calendar year and is to be taken during the calendar year.

4. Vacation time after the twentieth (20th) calendar year shall be allowed at the rate of twenty(20) days per year, credited on January 1st of each year in anticipation of full employment for that calendar year and is to be taken during the

calendar year.

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

ARTICLE VIII

LEAVE OF ABSENCE WITH OR 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 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.

D. Temporary employees may be granted authorized leave of absence without pay for a maximum period of fifteen (15) days

for reasons deemed appropriate by the Welfare Board, and such leave may not be consecutively renewed or extended.

E. 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 terminating of the leave, shall be submitted to the Welfare Board. No leave of absence shall become effective without prior approval of the Welfare Board or the Director of Welfare.

ARTICLE IX

SICK LEAVE

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

1. Permanent Employees.

a. 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.

b. 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.

2. 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. Temporary employees will be permitted to accumulate sick leave on the basis and in accordance with the established Welfare Board and/or County policy.

B. Sick leave for absences of long duration (in excess of one (1) month) 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.

C. 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.

ARTICLE X

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. Such leave, if granted, must be renewed every three (3) 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 up to three (3) months of paid leave providing she has accrued this time.

ARTICLE XI

HEALTH INSURANCE COVERAGE

The Board agrees to pay for the full cost and provide coverage for eligible employees and their immediate families (refers to those in accordance with definition of carrier) for Hospital and Medical Insurance and Major Medical Expense Insurance

in accordance with the County Plan effective April 1, 1970 as follows:

1. Coverage for permanent employees will be provided from the first (1st) day of the month following employment as a permanent employee.
2. Coverage for temporary employees shall be provided from the first (1st) day of the month following six (6) consecutive months of employment as a temporary employee.

ARTICLE XII

LIFE INSURANCE COVERAGE

The present life insurance and group policy coverage provided by the Board in the amount of four thousand dollars (\$4,000) will continue in effect during life of this Agreement for those individuals who are employed as of the date this Agreement is signed.

1. Coverage for permanent employees will be provided from the first (1st) day of the month following employment as a permanent employee.
2. Coverage for temporary employees will be provided from the first (1st) day of the month following six (6) consecutive months of employment as a temporary employee.

ARTICLE XIII

LEAVE FOR UNION BUSINESS

- A. The Board agrees to grant upon request of employees covered under this Agreement time off with pay for the purpose of attending Union Conventions and Conferences provided that:
 1. The total time off does not exceed the aggregate fifteen (15) work days in any one year.
 2. Written notice specifying the amount of time off is received at least five (5) working days in advance of the granting of each period of time off with the exception of attendance at

public meetings of the Essex County Welfare Board.

B. A portion or all of the aggregate of fifteen (15) work days noted in paragraph A above may be utilized for the purpose of having one Caseworker attend each public meeting of the Essex County Welfare Board. Notice of attendance at such meetings must be received by the Supervisor of the Caseworker in advance of each such period of time off.

C. No leave shall become effective without prior approval by the Welfare Board and/or the Director of Welfare between Board Meetings.

D. The Union has designated the President as the person from whom the requests for Union leave will originate.

ARTICLE XIV

NEW JERSEY STATE WELFARE CONFERENCE

The present Board policy with respect to time off for attendance at New Jersey State Welfare Conference shall continue during the life of this Agreement. Reimbursement, if any, for approved expenses, shall be dependent on availability of funds and shall be determined by the Administration.

ARTICLE XV

SALARIES AND COMPENSATION

A. Commencing on January 1, 1971 as to Caseworkers, Investigators County Welfare Board and Rent and Housing Coordinators the salary range shall be as follows:

Minimum eight thousand three hundred forty dollars (\$8,340). Maximum eleven thousand three hundred sixty-four dollars (\$11,364). The entrance salary is the minimum and the maximum is achieved after six (6) additional steps.

B. Annual increments as earned will be granted on a quarterly basis following eligibility of the Caseworker for each such increment as follows:

January 1, April 1, July 1 and October 1. Caseworkers entitled to an increment during any of the foregoing four (4) months shall receive said increments as of the first (1st) of that given month.

C. In addition to the annual increment when earned all Caseworkers, Investigators County Welfare Board and Rent and Housing Coordinators shall receive a salary increment equal to \$504. within the range as follows:

\$8,340 \$8,844 \$9,348 \$9,852 \$10,356 \$10,860 \$11,364

L. During the term of this Agreement, annual merit increments as earned will be granted to eligible Welfare Aides, Investigators County Welfare Board and Rent and Housing Coordinators on a quarterly basis as follows:

All employees who complete one year of service as of January 2 will be eligible to receive an increment as of January 1; an employee who completes one year of service subsequent to January 2 and prior to or on April 1 will be eligible to receive an increment as of April 1; an employee who completes one year of service subsequent to April 1 and prior to or on July 1 will be eligible to receive an increment on July 1; an employee who completes one year of service subsequent to July 1 and prior to or on October 1 will be eligible to receive an increment as of October 1.

E. The Welfare Aides covered by this Agreement will share in retroactive pay on a pro-rated basis, i.e., at the rate of \$500. per year for the completed payroll periods in the months of service subsequent to January 1 until June 30, 1970; at the rate of an additional \$300. per year, or a total of \$800., for the completed payroll periods in the months of July, August and September, 1970; at the rate of an additional \$300. per year, or a total of \$1,100, for the completed payroll periods in the months of October, November and December, 1970.

F. The appropriate step for Welfare Aides in the new salary range on January 1, 1971 is that step occupied by the em-

ployee in the then current range on December 31, 1970. If an employee is off step in the current range as of December 31, 1970, then that employee will occupy the equivalent position in the new range.

G. Commencing on January 1, 1971 the appropriate salaries for Welfare Aides shall be:

\$5,940 \$6,300 \$6,660 \$7,020 \$7,380 \$7,740

ARTICLES XVI THROUGH ARTICLE XVIII PERTAIN TO THE CLASSIFICATION OF CASEWORKER ONLY.

ARTICLE XVI

EDUCATION

A. A minimum of six (6) qualified Caseworkers shall be afforded opportunity for educational leave, for the purpose of pursuing full-time study for a Masters Degree in Social Work, with a maximum stipend and related benefits permitted by Ruling No. 11 of the Division of Public Welfare.

B. Other professional employees who wish to pursue further education in the field of Social Work shall be afforded opportunity to do so, with compensation for tuition and fees, subject to the following conditions:

1. The employee must have a minimum of one (1) year of service with the Agency.

2. The employee may be reimbursed up to six (6) credit hours per year.

3. Such reimbursement shall be after the successful completion of the course or courses by the employee.

4. The educational program or courses to be pursued shall have been included in a general authorization or shall have been specifically approved upon individual request, by the Division of Public Welfare.

a. Where the employee elects to pursue courses for which a general authorization has been issued by the Division, he shall request approval of the employer at least fifteen (15) days prior to the date of registration.

b. Where the employee wishes to pursue courses not included in any general authorization issued by the Division, a request for approval must be submitted to the employer at least

thirty (30) days prior to registration.

ARTICLE XVII

JOB TRANSFERS

When job transfers are made, other factors being equal, seniority shall prevail whenever practical in the final selection by the Administration, after considering the needs of the Agency.

ARTICLE XVIII

WORK DISTRIBUTION AND PRACTICES

- A. A work distribution and practices committee consisting of two (2) members appointed by the Administration and two (2) members appointed by the Union shall be organized as soon after the signing of the Agreement as may be practicable. Such committee shall serve in an advisory capacity to the Administration and shall have the opportunity and be charged with the responsibility of making recommendations which will be given serious consideration by the Administration.
- B. Insofar as is possible and practicable, efforts will be made by the Administration to standardize case loads within the Agency.
- C. The priority of service to clients will be determined by Caseworker in consultation with his or her Supervisor. The Caseworker is responsible for making recommendations with the Supervisor having the authority to make the ultimate decision between the Supervisor and Caseworker.
- D. The Board agrees to hire Spanish-speaking clerical employees as needed within budget appropriations to meet the needs of interpretation which may arise.
- E. The Board agrees to make available to interested persons copies of such requirements and qualifications for temporary appointments as are available. However, it remains the responsibility of the individual to check with the Department of Civil Service as to the completeness of the information available.
- F. The parties to this Agreement recognize the desirability of Caseworkers having uninterrupted time for the purpose

Agreement.

ARTICLE XXIII

MANAGEMENT RIGHTS

It is the intention hereof that all of 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 IV hereof.

This Agreement is subject to the review and written approval as to form and content by the State of New Jersey.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on this 26th day of March, 1970, as amended February 11, 1971.

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

ESSEX COUNTY WELFARE BOARD

Elaine Gleason
Elaine Gleason, International Representative Communication Workers of America, AFL-CIO

Thomas J. Holleran
Thomas J. Holleran
Chairman

Eugene Baylis
Eugene Baylis,
Local Representative

ATTEST: *Thomas H. Cooke, Jr.*
Thomas H. Cooke, Jr.
Secretary-Treasurer

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

George W. Nicastro
George W. Nicastro
Labor Relations Counsel
Essex County Welfare Board

Reviewed and approved by the Division of Public Welfare N.J. Department of Institutions and Agencies.

Irving J. Engelman
Irving J. Engelman, Director

Handwritten initials and date: 3/26/71 EJB

Handwritten initials and date: EJB 3/26/71

This Agreement is subject to the review and written approval as to form and content by the State of New Jersey.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on this 26th day of March, 1970

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Edward A. Schultz

Edward A. Schultz,
Representative

Eugene Baylis

Eugene Baylis,
Local Representative

Orlan Forcella

Orlan Forcella,
Local Representative

ESSEX COUNTY WELFARE BOARD

Frank A. Palmieri

Frank A. Palmieri,
Chairman

Nannette O. Adams

ATTEST: Nannette O. Adams,
Nannette O. Adams, Assistant
Secretary-Treasurer

This Agreement and the addendums initialed therein have been agreed upon and approved as of July 29, 1970.

Elaine Gleason

Elaine Gleason, International Representative
Communication Workers of America, AFL-CIO

Eugene Baylis

Eugene Baylis
Local Representative

Frank A. Mason

Frank A. Mason, Deputy Director,
Office of Employee Relations

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

Irving J. Egelman
Irving J. Egelman, Director