

2-0058

01-00

4-1-21
3-31-72

This agreement entered into by the Board of Welfare, County of Atlantic, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1975, hereinafter referred to as "Union", has as its purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

1. RECOGNITION:

The Employer recognizes the Union as the sole bargaining agent for the Supervisors of Case Workers, Case Workers, Home Economists and any other Classifications that the parties may mutually agree to. All other employee classifications are excluded from this agreement.

2. CHECK OFF:

1. The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after each deduction is made. The revocation of this authorization shall be in accordance with the provisions applicable statutes as presently existing or as may be amended.

3. HOURS OF WORK:

The normal work shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week, Monday through Friday.

4. 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.

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 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 ten (10) days after receipt of the grievance.

Step 2.

- a. In the event satisfactory settlement has not been reached, the aggrieved 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 aggrieved disagree with the decision of the Director, or his designee, the aggrieved 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 selected by mutual agreement from lists submitted by P.E.R.C. 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.

The Union Participation in 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, International representative or both, may participate at the request of the employee.

Steps 3 and 4.

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

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.

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.

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.

5. OVERTIME:

In all times of emergency, the full cooperation of the Case Workers and Supervisors is expected to alleviate the emergency. This may mean working overtime. Overtime will be paid by compensatory time on an hour-for-hour basis; compensatory time will only be given for overtime ordered by the Director. The compensatory time must be taken within thirty (30) days of the accrual. If County policy changes, this clause will change accordingly.

6. PROMOTIONS:

An employee who has permanent status of one year or two years, may be promoted to a higher grade and attain permanent status in such higher grade where a vacancy occurs. Promotions will be made by the Director with the advice and consent of the

Board. Promotions will not necessarily be made on the basis of seniority. Other factors such as promptness, devotion to the position, attitude and the quality of work will be considered. If more than three employees are eligible for the promotion, a promotional test will be held. If less than three are eligible, then the test may be waived. Any applicant will have the opportunity, upon their request, to discuss with the Director his or her qualifications for the position. There shall be a posting of the position for two (2) weeks prior to making the promotion.

7. SICK LEAVE:

DEFINITION: Sick Leave means the absence of an employee from duty because of illness, injury, maternity leave (during the period of actual incapacitation as shown by a physician's certificate but not in excess of six (6) weeks following date of confinement), exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family, or attendance at the funeral of a relative. A physician's certificate will be required where duration of illness is five (5) consecutive working days or more for a single period.

(I) PERMANENT EMPLOYEES

PERMANENT EMPLOYEES will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first year of employment and fifteen (15) days annually thereafter. Permanent employees may be credited with fifteen (15) working days sick leave at the beginning of the year and may be permitted to use sick leave on the basis and in accordance with established welfare board and/or established county policy. Employees resigning or terminating their services with the county welfare board shall be permitted to use only that sick leave which has been earned and accumulated up to the date of termination on a pro-rated basis. THE UNUSED PORTION OF SICK LEAVE WILL BE ACCUMULATED WITHOUT LIMIT.

(II) 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.

(III) PART-TIME EMPLOYEES

PART-TIME EMPLOYEES, Permanent or Temporary, shall receive sick leave on a pro-rated basis subject to the provisions of Regulation No. 4, (1) and (2).

(IV) SEASONAL EMPLOYEES

Whether Permanent or Temporary, Seasonal Employees may receive sick leave on a pro-rated basis of one (1) day per month of service or major fraction thereof for full time employment or in accordance with the established policy of the welfare board and/or the Board of Chosen Freeholders.

DOCTOR'S CERTIFICATE:

For illness longer than five (5) days at any one time, a doctor's certificate is required. If there are abuses, a certificate may be required for a shorter period of illness at the discretion of the Director. Chronic short-term sickness will require a certificate.

8. VACATION LEAVE WITH PAY:

1. 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;

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

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

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.

2. 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.
3. Part-Time Employees, permanent or temporary, will earn vacation leave on a pro-rated basis in accordance with the regulations stated in Regulation No. 4 (b) (1) and 4 (b) (2).
4. Seasonal Employees may be granted vacation leave on the basis stated above in accordance with the established policy of the welfare board and/or the Board of Chosen Freeholders.

5. Permanent Employees resigning or whose services are otherwise terminated for reasons other than retirement shall be granted vacation leave earned and accumulated only on the basis of one (1) vacation day for each full month of service or major fraction thereof during that particular year.
6. Permanent Employees retiring shall be granted vacation leave prorated on the basis of current annual allowance divided by twelve (12), multiplied by the months of service completed within the particular year.
7. Accumulation of Vacation Leave. Vacation Leave may be accumulated and carried forward into the following calendar year, but no further than two (2) years.
8. Vacation for Veterans. A returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, providing the latter can be taken the year of return.
9. Deceased Employee. Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in (7) above, based on the last approved compensation rate for the deceased employee. (Chapter 196, P.L. 1962)

9. LEAVE WITHOUT PAY:

1. Reasons for Granting

Leaves without pay may be granted, and not unreasonably withheld, at the discretion of the welfare board, to permanent employees for any reason considered good by the welfare board, but not in excess of one year, subject to approval by the Bureau of Assistance and the Department of Civil Service.

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. No leave of absence without pay will be granted to any employee for the sole purpose of trying out a new job. A resignation must be tendered before starting new employment.

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 county welfare board. No leave of absence without pay shall become effective without prior approval of the county welfare board or the county Director of Welfare.

Employees granted leave of absence without pay shall have annual sick leave and vacation leave credits each reduced by one (1) day for every full month or major fraction thereof that employee is on such leave without pay for the year in which such leave is taken.

2. Military Leave Without Pay

Any permanent employee who enters the military or naval service including service in the United States Merchant Marine, or similar organization, in time of war, either voluntarily or pursuant to law, or in time of peace pursuant to law, shall upon his or her request, be granted leave of absence for the period of such service and three months thereafter. In case of service connected illness or wound, the employee shall be allowed three months after recovery to return to his position up to a maximum of two years after discharge. All rights, privileges, and benefits formerly enjoyed and accrued during service are retained, except compensation.

10. LEAVE WITH PAY FOR EDUCATIONAL PURPOSES:

1. Educational leave with pay may be authorized by the welfare board, when, in its discretion, it will tend to increase the quantity and quality of service to be rendered by the employee concerned subject to approval by the Bureau of Assistance, and subject to any additional rules and regulations governing such leave which may separately be issued by the Bureau. Such leave with pay may not exceed one year on a continuing basis but may be renewed by the welfare board for a second year providing there is a return to active duty of at least one month between the two periods.

Such leave with pay may be approved by a welfare board with full pay for the entire period, with full pay for a certain number of months and partial pay for the remaining months of the period, or a combination of full pay, partial pay, and leave without pay subjects to the provisions of Part III of this Ruling.

11. LEAVE WITHOUT PAY FOR EDUCATIONAL PURPOSES:

1. Leave of absence without pay shall be granted to permanent employees who are veterans desiring to further their education under the G. I. Bill of Rights or other Federal authorization providing educational opportunities for veterans. Such leave shall be approved for the period of training up to one school year and such leave shall be reviewed on request until the veteran employee has completed his educational work under the appropriate Federal authorization. If any veteran employee on leave hereunder is released from the institution which he is attending or discontinues such attendance for any reason, authorized leave of absence will terminate automatically and he must return to duty within thirty (30) days of the effective date of such release. Failure to return within the authorized period will result in loss of status and separation from the service. An employee desiring leave for educational purpose shall request such leave in

advance, specifying the institutions which he is to attend, the date of matriculation, the course or courses to be taken, and the probable length of attendance.

2. Leaves of absence for non-veterans for further educational training may be granted, at the discretion of the county welfare board, on the merits of the individual case in the same manner as any other leave of absence without pay, except that the limitation of one year otherwise applicable to leaves of absence without pay shall not apply to leave of absence without pay for educational purposes. Educational leaves of absence without pay granted non-veterans, however, will not exceed two consecutive years, provided there is a return to active duty of at least one month between the two periods of leave.

12. EDUCATIONAL LEAVE:

Leave with stipend and tuition will be approved for permanent employees for educational advancement.

The purposes of such leave is to permit an employee to pursue special work or training related to his employment and which will improve his competence in the service and will lead to a degree of MSW. Such service will be of direct benefit to the Department of Welfare.

No more than five (5) permanent employees will be eligible for such leave in any one (1) year provided funds are available. The Director of Public Welfare will include this item in his annual Budget.

Employees shall also be granted part-time educational leave with pay to pursue special work or training related to his employment.

13. LEAVE WITH PAY AS A RESULT OF DISABILITY:

1. Definition - Leave with pay as the result of employee disability refers to leave granted, with full pay or with part pay when the employee who is disabled receives Workmen's Compensation by injury incurred in the performance of his duty or by illness as a direct result of or arising out of his employment without contributory negligence on his or her part. Such leave is separate from and in addition to normal sick leave, and any leave with pay granted as a result of disability as thus defined shall not be charged against the employee's normal sick leave.

2. Extent and Duration - Leave of absence as a result of disability on the job is may be granted with full pay, but such leave is limited to a maximum of one year unless similar disability or injury in private industry would entitle the employee to compensation for a longer period under the Workmen's Compensation laws, in which case payments as provided under such laws may be paid.

3. Fiscal Limitations - Where disability leave with pay or with part pay is granted to an employee with respect to a certain period of absence, and the employee subsequently recovers an award under the Workmen's Compensation laws which includes pay or part pay with respect to the same period, restitution shall be required of the employee to the extent necessary to avoid duplication or augmentation of pay for the same period.

4. Proof - The county welfare board must satisfy itself by reasonable proof that the disability exists and must be prepared to furnish to the State Bureau or the Department of Civil Service such medical or other proof as they may require. Medical proof will be required in all cases of claims arising out of illness alleged to be a direct result of or arising out of the employment.

14. SPECIAL LEAVE WITH OR WITHOUT PAY:

1. Military Conventions - Accredited representatives of organizations stemming from the military shall be given leaves of absence with pay to attend New Jersey State or national conventions of such organizations, including reasonable allowance for travel time.

2. Official Conventions, Conferences, etc. - Time, including reasonable travel time, required for attendance at conferences, conventions, meetings, training institutes, etc., officially arranged or sponsored by the Department of Institutions and Agencies, the Bureau of Assistance, or the County welfare Boards, shall be considered as time on duty and no employee whose attendance is required or authorized shall suffer any loss of pay by reason of such attendance nor shall the time, including reasonable travel time, required for such attendance be counted as a period of absence.

3. Other Conference, Conventions, etc. - In the case of State, regional, or national conferences, conventions or committee meetings of the organizations listed below, or similar professional organizations, leave of absence without pay may be granted to any employee desiring to attend at his own expense, and leave of absence with pay may be granted, at the discretion of the welfare board, to all employees directed or authorized by the board to attend. Period of authorized leave of absence with pay for such purpose shall in any event be not greater than the period of actual attendance plus reasonable travel time. Union representatives will be afforded leave with pay to attend the four (4) specified conventions. No more than three (3) delegates will be allowed leave at any one time.

15. VACATION REQUEST:

Requests for vacation will be submitted to the immediate Supervisors on the proper form. Any conflict on vacations between employees will be resolved by seniority. Any request for an unusual amount of vacation must be approved by the Director. Before any employee goes on vacation, he is expected to have his work current, and not leave a backlog for his fellow-employees to catch up. Vacation requests are expected to be submitted a reasonable time in advance of taking the actual vacation.

16. RESIGNATIONS:

Any employee who is absent without notification from his duty for more than five (5) days will be considered as having resigned his position.

17. ABSENCE UNDER PENALTY OF LAW:

Any employee who is required to appear in Court under a subpoena, or to appear for military examination prior to induction, or for any other cause required by law, shall be granted leave of absence with pay.

18. RETIREMENT SYSTEM:

Every classified employee who becomes permanent, is required to join the Public Employees' Retirement System. His application must be on the form required, and deductions will be taken at the rate fixed by the Retirement System. Failure to make the required application shall forfeit the appointment and result in dismissal.

If an employee leaves employment before reaching retirement age, he should make application for proper disposition of his retirement funds. (See pamphlet "Public Retirement in New Jersey as of January 1, 1967"). All employees who become members of PERS must purchase additional insurance if they are under the age of sixty (60), and hold it at least one (1) year. At the end of this period, they may discontinue the insurance.

19. HOSPITALIZATION AND MEDICAL SURGICAL INSURANCE, WITH RIDER 'J' AND MAJOR MEDICAL INSURANCE:

Each employee has membership in Blue Cross and Blue Shield, together with Rider 'J' for the employee and members of his family. Also, Major Medical Insurance is available for the employee and members of his family. These coverages are paid in full by the County for all eligible employees and their dependents. Eligibility will commence after ninety (90) days of employment from the first of the following month employed.

20. MANAGEMENT RIGHTS:

Except those and only to the extent that they are specifically modified or limited by this Agreement, the Board has the following rights:

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

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.

21. SENIORITY:

Seniority shall be in accordance with Civil Service Rules and Regulations.

22. HOLIDAYS:

| | |
|---------------------------|------------------------------------|
| New Year's Day | Labor Day |
| Martin L. King's Birthday | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veterans' Day |
| Good Friday | Thanksgiving Day and the Day after |
| Memorial Day | Christmas |
| Fourth of July | |

Holidays falling on a Saturday or Sunday will be observed in accordance with the County practice.

23. EQUAL TREATMENT:

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

24. MILEAGE ALLOWANCE:

Mileage allowance will be in accordance with County policy.

25. SALARIES:

Salaries shall be paid in accordance with the attached Schedule.

26. TERMINATION:

This contract shall be effective as of April 1, 1971, and shall remain in full force and effect until midnight March 31, 1972.

Time extensions of this Agreement can be granted by mutual agreement of the parties.

UNION

BOARD OF CHOSEN FREEHOLDERS

WELFARE BOARD

DIVISION OF PUBLIC WELFARE

