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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 Gloucester County Welfare Board Employees Association (hereinafter referred to as the ASSOCIATION) are desirous of entering into an agreement for the establishing of salaries, benefits and the enumeration of other terms and conditions of employment, to be effective, nunc pro tunc, to January 1, 1972;

WITNESSETH

THIS BOOK DOES
NOT CIRCULATE

ARTICLE I: RECOGNITION

REVISED RECOGNITION PROVISION

The BOARD agrees to recognize the ASSOCIATION 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 Aides, Head Account Clerk and Caseworker.

The following job classifications shall be excluded from the bargaining unit:

Director, Deputy Director, Senior Clerk Stenographer, Chief Clerk, all Supervisors, all Administrative Supervisors and all guards.

This Agreement shall be effective, nunc pro tunc, as of January 1, 1972, for a period of one year, expiring December 31, 1972, as to the rate of compensation (See ARTICLE IV), and for a period of two years, expiring December 31, 1973, as to all other terms and conditions hereinbefore and hereinafter enumerated.

It is further understood by and between the parties that negotiations as to the rate of compensation for the calendar year 1973, shall be commenced not later than November 1, 1972.

The parties further agree to enter into collective negotiations concerning a successor agreement to become effective on or after January 1, 1974, such negotiations to begin not later than November 1, 1973 upon written request of the Association.

ARTICLE III: 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 (7) hour days per week, from 8:00 a.m. to 4:00 p.m.

The Director (or Assistant 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 Assistant Director or the Director's designee) as the need arises.

Compensatory time shall be granted to employees for work time extended beyond a seven hour day. In the event schedules do not permit use of entire compensatory time to be used in any one year, it shall be carried over into the following year. However, all compensatory time must be used in the first one hundred and eighty (180) days of the following year.

ARTICLE IV: COMPENSATION

A. Employees of the BOARD shall be compensated on the basis of the following range codes based on a thirty-five hour work week.

	<u>Range</u>	<u>Salary</u>	<u>Increment</u>
Clerk	15	4,200 - 5,280	180
Clerk Typist	15	4,200 - 5,280	180
Account Clerk	15	4,200 - 5,280	180
Clerk Bookkeeper	15	4,200 - 5,280	180
Clerk Stenographer	19	4,980 - 6,420	240
Senior Clerk Typist	19	4,980 - 6,420	240
Senior Account Clerk	19	4,980 - 6,420	240
Senior Clerk Bookkeeper	19	4,980 - 6,420	240
Principal Clerk Typist	23	6,000 - 7,800	300
Principal Account Clerk	23	6,000 - 7,800	300
Principal Clerk Bookkeeper	23	6,000 - 7,800	300
Head Account Clerk	27	7,200 - 9,000	300
Head Clerk Bookkeeper	27	7,200 - 9,000	300
Welfare Aide	23	6,000 - 7,800	300
Caseworker	30	7,920 - 10,440	420
Supervisor	34	9,600 - 12,120	420

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) An employee whose date of employment in his present classification is between January 1, and June 30.

inclusive, shall receive a one increment increase effective July 1, 1972.

(2) An employee whose date of employment in his present classification is between July 1 and December 31, inclusive shall receive a one increment increase effective January 1, 1973; however, no increase shall be given until the completion of one year of service.

(3) Increments based on experience, either with the Gloucester County Welfare Board or other Welfare Boards for starting salaries in the classification of case worker 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 case worker position.

C. Starting salaries in all classifications shall be the minimum rate established for the present salary range.

The Association shall submit signed deduction authorization cards to the Welfare Director's Office at least fifteen (15) days prior to the pay period in which the deduction will be made.

C. DUES/CHECK-OFF: Upon a submission of a written request by any member of the ASSOCIATION, requesting that the BOARD withhold from that employee's salary the sum of one dollar (\$1) per month for ASSOCIATION dues, the BOARD shall withhold that sum, and forward payment directly to the ASSOCIATION. The amount "withheld" from each monthly pay may be increased upon proper written notification by the ASSOCIATION to the BOARD of an increase in annual dues.

D. EDUCATION ASSISTANCE: A maximum of two (2) qualified caseworkers may be offered an opportunity for educational leave for the purpose of pursuing full-time study for a Masters Degree in social work, with a maximum of related benefits permitted by Ruling No. 11 of the Division of Public Welfare.

E. TRANSPORTATION AND REIMBURSEMENT: The mileage reimbursement for employees required to operate their own vehicles shall be \$0.12 per mile.

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.

F. 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 and father-in-law, 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 days; however, any days over the permitted leave shall be charged against any employee's accumulated sick leave -- or, if no sick leave, deduct it from that employee's pay.

G. 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 seventy-two (72) 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 seventy-two (72) hour notice. The annual personal day shall be non-cumulative.

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.

H. MAJOR MEDICAL COVERAGE: The BOARD agrees to furnish each employee those health and medical services including Blue Cross, Blue Shield, Rider "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 VI: SICK DAYS

All employees shall be credited with sick leave on the

following basis: One (1) day per month during the initial year 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 VI: HOLIDAYS

The following days shall constitute the paid holidays: January 1, the third Monday in February, Good Friday, the last Monday in May, July 4, the first Monday in September, the second Monday in October, the fourth Monday in October, the fourth Thursday in November, December 25, and any general election 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 BCARD 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 VII: VACATIONS

Every employee shall be granted the following annual leave for vacation purposes with pay: Up to one year to service, one working day's vacation for each month of service; after one year and up to ten years of service, twelve working days' vacation;

after ten years and up to twenty years of service, fifteen working days' vacation; and after twenty years of service, twenty working days' vacation.

ARTICLE VIII: PERMANENT APPOINTMENT

At the BOARD meeting next 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 IX: INTERNAL VACANCIES

Employees shall be made aware of internal vacancies 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 X: EMPLOYMENT RECORDS

The employment records of each employee shall be open to the inspection of the employee upon request.

ARTICLE XI: 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 XII: FAIR PRACTICES

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

ARTICLE XIII: ESTABLISHING OF "MERIT PAY CONFERENCE COMMITTEE"

The BOARD and ASSOCIATION 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.

Said Conference Committee shall consist of two (2) members of the BOARD, two (2) members of the ASSOCIATION, and the Director of Welfare.

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 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 ASSOCIATION. 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 ASSOCIATION. Any plan must be subject to the approval of the Division of Public Welfare.

ARTICLE XIV: 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 abridged or modified by this Agreement. Such abridgement or modification shall be to the extent 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 XV.: 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 XVI : SEPARABILITY 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 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 XVII : 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 XVIII: GRIEVANCE PROCEDURE

A. 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 to have the grievance adjusted without the intervention of the ASSOCIATION.

B.1 The term GRIEVANCE as used herein shall mean an allegation by an employee that a specific provision of the collective bargaining agreement has been violated.

or

2. An allegation that there has been a violation, misinterpretation or misapplication of policies, rules, and/or administrative decisions.

A GRIEVANT is an employee who files a grievance.

DAY means a calendar day, Saturdays, Sundays and state mandated legal holidays are excluded as the last day of the time limit.

REPRESENTATIVE is a person, agent, or attorney designated to represent either party in the grievance procedure.

PARTY IN INTEREST is a person, agent, agency, or attorney with an interest in the grievance.

CLASS GRIEVANCE is the same or similar formal grievance by two employees or more, each in a separate department.

GROUP GRIEVANCE is the same or similar formal grievance by two (2) employees or more each in the same department.

C. 1. Formal grievances and appeals at all levels shall be filed in writing.

2. Communications and decisions concerning formal grievances shall be in writing.

3. Should a grievance not be satisfactorily resolved, or should no decision be forthcoming in the prescribed time at any step, the grievant may within three days after the due date of such decision submit his grievance to the next higher step.

4. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedures, and witness as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

5. Failure by a grievant to process a grievance within the specified time limits shall result in the dismissal of the grievance.

6. Class grievance shall be filed at Level 3, within ten (10) days of the occurrence.

7. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

8. The filing or pendency of any grievance shall not impede the normal management and operation of the Welfare Department.

9. All records of grievance processing shall be filed separately and in writing.

10. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

Presentation of a grievance: The employee shall have the right to present his own appeal, individually or by an attorney, or to designate an ASSOCIATION representative to appear with him. The BOARD agrees that there shall be no loss of pay to the grievant, witness, or association representative for the time spent in presenting the grievance throughout the grievance procedure. The BOARD, through its director shall establish and permanently maintain the necessary forms, records and reports to be kept of all grievances initiated and processed.

II. PROCESSING A GRIEVANCE:

Level 1. INITIAL PROCESS; INFORMAL SETTLEMENT:

- a. An aggrieved employee shall institute an action under these provisions by delivering a written signed grievance to his 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 institute such procedure within ten (10) days shall be deemed an abandonment of the grievance.

- b. The supervisor, upon receipt of the grievance shall endeavor to promptly meet with the employee and/or the ASSOCIATION representative to attempt to informally adjust the grievance satisfactorily. If the grievance can be adjusted informally, such notation shall be made on the grievance complaint duly executed by the parties that the grievance has been informally, amicably resolved. The disposition, recommendations or determination of the grievance shall be noted on the grievance complaint.
- c. In the event an informal settlement is not reached, the supervisor shall render his decision within seven (7) working days.
- d. In the event the "affected supervisor" shall be the Director of Welfare, failure to reach an informal resolve shall accelerate process of grievance to Level 3.

LEVEL 2 APPEALS TO THE DIRECTOR OF WELFARE:

- a. Within ten (10) days of receipt of the decision at Level 1, the grievant may request an appeal to the Director, the appeal shall include all materials previously submitted.

b. The Director of Welfare, or his designee shall act as presiding officer at the conference hearing.

c. 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.

d. Within five (5) days of the said hearing, the Director shall notify in writing the parties in interest of his decision, and enumerate therein the reasons for same.

D. Joint Fact Finding Committee

1. A decision of the Director may be appealed to a Joint Fact Finding Committee by submission of a written statement of objections by the employee within 10 days of the decision.

The Joint Fact Finding Committee shall consist of three members, one appointed by each party and one selected by these two pursuant to procedures established by the Board and Association member within 30 days from the execution of this Agreement.

Notices of appeal shall be filed with the Director or his designee who shall act as the receiving agent for the Committee.

2. The Committee shall set a date of hearing which shall be within 20 days unless otherwise mutually agreed upon.

The Committee shall conduct a hearing and investigation to determine the facts and render a recommendation to the parties for resolution of the grievance within 15 days of the conclusion of the hearing. Such advisory recommendation shall be strictly limited to the issue submitted and the application and interpretation of this Agreement and shall not have the effect of adding to, modifying or detracting from the terms of this Agreement. Within 10 days of the receipt of the recommendations of the fact finder, the parties will meet to discuss their response to the recommendations.

The fee of the third fact finder or other costs incurred, if any, shall be shared equally by the parties. Any other cost of this procedure shall be paid by the party incurring that cost.

III. ASSOCIATION REPRESENTATIVE:

A. the ASSOCIATION will designate one (1) representative to deal with the Director of Welfare, said representative to act as liason between the BOARD and the ASSOCIATION concerning management and/or employee problems.

B. A representative of the Association may actively participate in the processing of any grievance upon request by any grievant or with the consent of the grievant may attend the hearing as an "observer" on behalf of the Association pursuant to the conditions enumerated in Article XVIII, paragraph A-2.

IV. SUSPENSION, FINE AND DEMOTION FOR DISCIPLINARY ACTION:

A. Any charges and hearings which may result in a demotion and/or a suspension or fine in excess of five (5) days or the removal of an employee shall be governed solely by the statutes and rules governing the operation of civil service.

Any employee may be represented by an attorney in such proceeding.

B. Any suspension of disciplinary action where there is no civil service entitlement to a hearing shall be administered as follows:

1. The aggrieved employee, upon notice of the proposed disciplinary action, shall file a written objection with the Director of Welfare within forty-eight (48) hours following receipt of notice. The Director of Welfare may withhold imposition of penalty or suspension pending the conduct of a hearing.

2. The Director of Welfare, or his representative shall conduct a hearing within five (5) working days from the receipt of the written statement of objections.

3. The Director or his representative shall render his decision within ten (10) working days.

IN WITNESS WHEREOF, We have hereunto set our hands and
seals this 2nd day of November , 1972.

GLOUCESTER COUNTY
WELFARE BOARD

GLOUCESTER COUNTY WELFARE
BOARD EMPLOYEES ASSOCIATION

By John M. Rebole
President

George Brummund
President

Charles D. Johnson
Director

ATTEST:

Morris Mastare
Secretary for the Board

Jean M. Blansche
Secretary for the Association

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

Irving J. Engelman
Irving J. Engelman, Director

Frank A. Mason 11/2/72
Frank A. Mason, Director
Office of Employee Relations
Governor's Office