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EMPLOYEE RELATIONS

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EMPLOYEE RELATIONS

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A G R E E M E N T

Between:

ESSEX COUNTY (NEW JERSEY) WELFARE BOARD

-and-

ESSEX COUNTY EMPLOYEES ASSOCIATION

JANUARY 1, 1970 THROUGH DECEMBER 31, 1971

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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 Essex County Employees Association (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

The Board hereby recognizes the Union as the collective negotiations Agent for clerical employees, and IBM Technicians.

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.

ARTICLE III

DUES CHECK OFF

The Board, upon receipt of a duly executed authorization-assignment form acceptable to the Board, agrees to deduct the established yearly dues of the Union at the rate of \$1.00 per month from the first pay check of all employees who have executed said form and who are covered by this Agreement in each of the first five (5) months of this Agreement. Dues shall be five dollars (\$5.00) per year 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.

The aforementioned deductions shall be made and Union membership for such employees maintained in accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated.

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, the Union or the Board that there has been a violation of the Agreement and includes any disciplinary action affecting such employee.

C. 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.

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 I

a. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to the Field Office Supervisor at the Field Office where the employee is assigned and if the employee is assigned to the Central Office, to the Field Office Supervisor in charge of Personnel at said 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.

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 John J. Pearce of the Institute of Management and Labor Relations of Rutgers University as agreed, or in the event he cannot serve, another designee of the Governor. 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.

Step 2

The Local Union Officer may participate.

Steps 3 and 4

Union representation does not preclude representation by 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 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 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 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 with pay 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 approval of 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 request of the employee and approval by the Board may be carried into the following year but no further.

C. The present policy will be continued of granting vacation time by seniority in grade with requests to be submitted in writing within a given time limitation.

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 Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval of 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 in the interim by the Chairman of the Personnel Committee and the Welfare Director.

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 IX

SICK LEAVE

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

1. 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.

2. 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.

B. Sick leave for absences of long duration 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 reasons for absence at 9:00 A.M., or as soon as possible thereafter on the first day of absence from the office.

D. All sick leaves are subject to Administrative and/or Board approval and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.

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, the Department of Public Welfare of the Department of Institutions and Agencies and the Department of Civil Service. Such leave, if granted, must be renewed every three 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 to up to three (3) months of paid leave providing she has accrued this time.

ARTICLE XI

TERMINAL LEAVE

The terminal leave policy shall be the same as that for other Essex County employees.

ARTICLE XII

TRANSFER OF PERSONNEL

A. The Administrative decision is to be based upon the needs of the Agency. Insofar as possible and practicable personnel will be transferred on a seniority basis.

B. In the event a function of the Agency becomes obsolete or redundant, the Board will make a reasonable effort insofar as possible to absorb such personnel whose job functions may have become obsolete or redundant elsewhere in the agency.

C. Employees returning from maternity or sick leave shall resume employment at the same title and salary as when the leave commenced and shall have position preference if possible. Such employee is not eligible to receive a yearly increment unless she has worked at least six (6) months of that fiscal year. Personnel on educational leave shall, however, be entitled to the yearly increment.

ARTICLE XIII

MILITARY LEAVE

The present policy in accordance with statutory obligations with respect to military leave shall be continued during the life of the Agreement.

ARTICLE XIV

SAFETY OF STAFF

The Board shares the concern of its staff with respect to their safety and freedom from bodily harm and therefore agrees to the incorporation within this Agreement of a Resolution adopted by the Board on October 16, 1969, as amended, all of which is hereby reaffirmed.

ARTICLE XV

WORKING FACILITIES

A. The Board agrees to provide a clean, safe, sanitary and properly ventilated place to work.

B. Where space permits, the Board will permit the operation of a vending machine by a concessionaire designated by the Board to make available lunch, coffee and other refreshments on the premises, subject to local ordinances, State law, and, to rules and regulations governing use of such machines.

C. Where space permits in existing facilities, lunchroom areas will be made available at each Field Office. Provisions shall be made for such lunchroom areas in future office locations.

D. There shall be at the request of the Board an annual survey of all Board offices to determine the need, if any, for decoration and repairs.

E. Restrooms

The Board will endeavor to have done whatever is feasible and reasonable to improve restroom facilities at any Field Office, which is below the standard of other Field Office facilities. Future Field Office sites will be equipped with adequate and separate restroom facilities for staff and client.

F. The Board shall furnish and maintain adequate first aid supplies at each office location.

ARTICLE XVI

HEALTH INSURANCE COVERAGE

The Board agrees to pay for the full cost and provide coverage for eligible employees and their immediate families in accordance with the definition of the insurance 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 will be provided from the first (1st) day of the month following six (6) consecutive months of employment as a temporary employee.

ARTICLE XVII

LIFE INSURANCE COVERAGE

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

B. Upon the request of the Union, the Board agrees to discuss jointly with any insurance carrier of the Union's choosing provision for any life insurance coverage with such increased coverage to be paid by the individual employee and based, if possible, upon the group insurance rate, provided the Union is responsible for all administration of such group policy.

ARTICLE XVIII

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, Conferences, and activities provided that:

1. The total time off does not exceed in the aggregate fifteen (15) work days in any one year.

2. Written notice requesting 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 clerical employee attend each public meeting of the Essex County Welfare Board. Notice of attendance at such meeting must be received by the Field Office Supervisor in advance of each such period of time off. All such recommendations for leave will be subject to final approval by the Director.

ARTICLE XIX

SALARIES AND COMPENSATION

The salaries and stipulations contained in this Article are based on the standard thirty-five (35) hour work week.

A. Employees 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.

B. The appropriate step for each employee in the new salary range on January 1, 1971 is that step occupied by the employee 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.

SALARIES AND COMPENSATION

Bl. Commencing on January 1, 1971 the appropriate salaries by classification shall be:

Clerk					
\$4750	\$5083	\$5416	\$5749	\$6082	\$6415
Senior Clerk					
Senior Clerk Bookkeeper					
Senior Account Clerk					
Senior Clerk Typist					
Messenger					
\$5774	\$6179	\$6584	\$6989	\$7394	\$7799
Principal Clerk					
Principal Clerk Bookkeeper					
Principal Account Clerk					
Principal Clerk Stenographer					
Principal Clerk Stenographer					
Storekeeper					
\$6684	\$7085	\$7486	\$7887	\$8288	\$8689
Clerk Bookkeeper					
Account Clerk					
Telephone Operator					
\$4988	\$5337	\$5686	\$6035	\$6384	\$6733
Clerk Typist					
Clerk Transcriber					
Stock Clerk					
\$5237	\$5604	\$5971	\$6338	\$6705	\$7072
Clerk Stenographer					
\$5499	\$5884	\$6269	\$6654	\$7039	\$7424
Senior Clerk Stenographer					
Senior Telephone Operator					
\$6063	\$6488	\$6913	\$7338	\$7763	\$8188
Tabulating Machine Operator					
\$6063	\$6488	\$6913	\$7338	\$7763	\$8188
Senior Tabulating Machine Operator					
\$6684	\$7152	\$7620	\$8088	\$8556	\$9024
Key Punch Operator					
\$5499	\$5884	\$6269	\$6654	\$7039	\$7424
Senior Key Punch Operator					
\$6063	\$6488	\$6913	\$7338	\$7763	\$8188
Principal Tabulating Machine Operator					
\$7369	\$7885	\$8401	\$8917	\$9433	\$9949

The entrance salary shall be the minimum salary of the range, and there shall be five (5) additional steps.

C. During the term of this Agreement, annual merit increments as earned will be granted to eligible clerical employees 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.

D. Longevity increase will continue to be granted by the Board in accordance with the present County plan during the life of this Agreement.

E. When authorized and assigned an employee performing out-of-title work, that is, a temporary assumption of responsibility of the job title immediately above his own for a period in excess of three (3) consecutive weeks shall be paid at the salary rate commensurate with the title commencing on the first day after the completion of three (3) consecutive weeks.

ARTICLE XX
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.

JMM
3/17/71
annual
Bill
M.E.C.

ARTICLE XXI

SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operational 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

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 reserved Managements Rights are not subject to the grievance and/or fact-finding procedures set forth in Article Iv hereof.

ARTICLE XXIII

DURATION OF AGREEMENT

A. This Agreement shall be effective from January 1, 1970 and shall remain in full force and effect until December 31, 1971.

B. Negotiations on a successor contract shall commence on or about October 1, 1971 upon written notice by one party to the other at least sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 19th day of March, 1971

ESSEX COUNTY
EMPLOYEES ASSOCIATION

Victor H. Maccione
Victor Maccione
Member of Board of Directors
Essex County Employees Association

Milton E. Crawley
Milton Crawley
President

Bernice Woldman
Bernice Woldman
Vice-President
Union Representative

Hubert Medlin
Hubert Medlin
Treasurer

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

Irving J. Engelman
Irving J. Engelman, Director

ESSEX COUNTY WELFARE BOARD

Frank A. Palmieri
Frank A. Palmieri,
Chairman

Page E. Smith Bigelow
ATTEST:
Page E. Smith Bigelow,
Secretary-Treasurer

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

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