01-00

THIS BOOK DOES NOT CIRCULATE

COUNTY OF ATLANTIC

WELFARE DIVISION AGREEMENT

LOCAL 2302

ARTICLE 1

RECOGNITION

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

ARTICLE 11

DUES CHECK OFF

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 by executing an authorization-assignment form acceptable to the County. 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. It is understood that such authorization shall remain in effect for the term of this Agreement providing it does not contravene any law.

ARTICLE 111

HOURS OF WORK

The normal work week shall consist of thirty-five hours (35) per week, seven (7) hours per day, five (5) days per week, exclusive of a daily luncheon break of forty-five (45) minutes, Monday through FRIPHY ARTICLE 1V

GRIEVANCE PROCEDURE

Any grievance or dispute, that might arise between the parties with reference to the application, meaning or interpretation of this agreement shall be settled as set forth in the following:

Any grievance or dispute not involving the application, meaning or interpretation of this agreement will be processed through Steps 1, 2 or 3 only.

- STEP 1. The aggrieved employee or the Union Steward at the request of the employee shall take up the grievance or dispute with the employee's Division Director, in writing within ten (10) working days after he would reasonably be expected to know of its occurence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the Division Director shall then attempt to adjust the matter and shall respond to the employee or Steward within three (3) working days.
- STEP 2. If the grievance has not been settled, it shall be presented in writing, by the Union Steward (or Union Grievance Committee or Employee) to the Department Head within five (5) working days following the determination at STEP 1. The Department Head shall meet with the Union Steward (or Union Grievance Committee or Employee) and respond in writing within seven (7) working days, after the receipt of the grievance.
- STEP 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward or Grievance Committee or Employee to the Personnel Director in writing within five (5) working kdays after the response from the Department Head

is due. The grievance must be filed with the Personnel Director within at least ten (10) working days. The Personnel Director shall meet with the Union Steward (or Union Grievance Committee or Employees) and respond in writing to the Union within eight (8) working days.

STEP 4. Should the aggrieved be dissatisfied with the Personnel Director's decision, such person has ten (10) working days in which to request fact-finding. The fact-finder shall be designated by the Office of Employee Relations in the Office of the Governor. However, no fact-finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the Personnel Director. The fact-finder's recommendation shall be in writing and shall set forth his findings of fact, reasons, and conclusion 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 County 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.

The Union will notify the employer in writing, of the names of its Shop Stewards and Officers who are designated by the Union to represent employees under the grievance procedure. The Union will be permitted the necessary time during working hours to investigate a grievance which has been put forth in writing and further, permission for such time will not be unreasonably withheld or abused and providing that a limit of one hour will be observed unless specifically extended by the Division Director.

Such Union Officials shall also have the opportunity to consult with employees before the start of the work shift, during lunch or breaks, or after completion of the work shift. The Division Director will designate appropriate places for such consultations.

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The Employer and the Union agree in conjunction with the Grievance Procedure each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

ARTICLE V

OVERTIME

Overtime means the officially required performance, by any permanent or temporary employee, of extra services entirely outside of the regularly prescribed hours of duty, in which services are independent of the regular routine duties of the employee so assigned, unless extraordinary circumstances or special projects require same.

OVERTIME PAY

When, by reason of the pressure of official business, an employee is required to work on a holiday as above defined, or to work overtime as above defined, he is entitled to receive cash compensation for his overtime employment at a rate of not less than $1-\frac{1}{2}$ times the regular rate at which he is employed.

ARTICLE V1

SICK LEAVE

Sick leave may only be taken as earned. 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 on the prescribed County medical form, but not in excess of one (1) month 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 on the prescribed County medical form will be required where duration of illness is five (5) consecutive working days or more for a single period.

PAGE 5 1. EMPLOYEES will accrue sick leave 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 accrued on the basis of $1\frac{1}{4}$ days per month. Employees may accrue fifteen (15) days sick leave per year thereafter. Employees resigning or terminating their services with the County Welfare Division 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. PART-TIME EMPLOYEES shall receive sick leave on a pro-rated basis subject to the above provisions. 3. SEASONAL EMPLOYEES may accrue sick leave on a prorated basis of one (1) day per month of service or major fraction thereof for full time employment. 4. DOCTOR'S CERTIFICATE: For illness longer than five (5) days at any one time, a doctor's certificate on the prescribed County medical form is required. If there are abuses, a certificate may be required for a shorter period of illness at the discretion of the Div ision Director. Recurring short-term sickness will require a certificate. ARTICLE V11 VACATION LEAVE WITH PAY The following provisions shall take effect on January 1, 1976. Vacations may only be taken as earned. 1. PERMANENT EMPLOYEES shall be granted minimum vacation

1. PERMANENT EMPLOYEES shall be granted minimum vacation leave as follows: Up to one year of service accrual of one

(1) working day vacation for each full month or major fraction thereof:

After one year of service, through five (5) years of service, twelve (12) working days vacation per year;

After five (5) years and through twelve (12) years of service, fifteen (15) working days vacation per year;

After twelve (12) years of service, through nineteen (19) years of service, twenty (20) working days vacation per year.

After twenty years of service, twenty-five (25) working days per year.

Service includes all temporary continuous service immed-

Service includes all temporary continuous service immediately prior to permanent appointment with the Welfare Division or other County office provided there is no break in service of more than one (1) week.

- 2. PART-TIME AND SEASONAL EMPLOYEES will earn vacation leave on a pro-rated basis in accordance with the above pro-visions.
- 3. RESIGNING OR RETIRING EMPLOYEES shall be granted vacation leave pro-rated on the basis of current annual allowance divided by twelve (12), multiplied by the months of service completed within the particular year.
- 4. ACCUMULATION OF VACATION LEAVE: Up to one year vacation allowance may be accumulated and carried forward into the succeeding year.
- 5. 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.
- 6. DECEASED EMPLOYEES: 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 4 above, based on the last approved compensation rate for the deceased employee.
- 7. VACATION REQUEST: Requests for vacation will be submitted to the Division Director on the proper form. Any conflict on vacations between employees will be resolved by seniority. Vacation requests are expected to be submitted a reasonable time in advance of taking the actual vacation.

ARTICLE V111

LEAVE WITHOUT PAY

1. REASONS FOR GRANTING:

Leaves without pay may be granted and not unreasonably withheld, at the discretion of the Division Director, to permanent

employees for any reason considered good by the Department Head, but not in excess of one (1) year, subject to approval by the New Jersey Division of Public Welfare and the Department of Civil Service.

Temporary Employees may the granted authorized leave of absence without pay for a maximum period of sixty (60) days for reasons deemed appropriate by the Division Director 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 Division Director. No leave of absence without pay shall become effective without prior approval of the Department Head.

Employees granted leave of absence without pay shall have annual sick leave and vacation leave credits each reduced at the same rate earned.

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 (3) months after recovery to return to his position up to a maximum of two (2) years after discharge. All rights, privileges and benefits formerly enjoyed and accrued during service are retained, except compensation.

ARTICLE 1X

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 (1) 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. Leave of absence for non-veterans for further educational training may be granted, at the discretion of the Division Director, 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 (2) consecutive years, provided there is a return to active duty of at least one (1) month between the two (2) periods of leave.

ARTICLE X

EDUCATIONAL LEAVE

Educational leave will be in accordance with Ruling 11, Part 3, Public Assistance Staff Development Program.

ARTICLE X1

WORKMEN'S COMPENSATION

1. DEFINITION: Leave with pay as the result of employee disability refers to leave granted to an employee who is disabled 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 ther 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.

When an employee is injured while on duty during regularly scheduled working hours he will be entitled to Workmen's Compensation benefits as provided for under the County's Workmen's Compensation Plan.

Any employee who is injured on the job will be required to be examined by the County's physician or have his disability monitored by the County's physician with the attending physician of the injured employee.

The Division Director must be satisfied by reasonable proof that the disability exists and must be prepared to furnish to the State Division of Public Welfare 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.

ARTICLE X11

SPECIAL LEAVE WITH OR WITHOUT PAY

1. MILITARY CONVENTIONS: Accredited representative 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, CONFERENCE, 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 Division of Public Welfare or the County Welfare Division, 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 CONFERENCES, CONVENTIONS, ETC.: In the case of State, regional or national conferences, conventions, or committee meetings of appropriate 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 Division Director, to all employees directed or authorized by the Division Director to attend. Period of authorized leave of absence with pay for such prupose shall in any event be not greater than the period of actual attendance plus reasonable travel time.
- 4. MILITARY FIELD TRAINING: Any officer or employee who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or United States Marine Corps. Reserve, or other organization affiliated therewith, shall be entitled to a leave of absence without loss of pay or time on all days on which he shall be engaged in annual active duty for training, not exceeding 15 days. Such leave of absence shall be in addition to the regular vacation allowed to such employee.
- 5. OTHER LEAVES OF ABSENCE: The Commissioner of Institutions and Agencies may approve such other leaves of absence with or without pay as may be desirable for effective and harmonious employer-employee relations and the administration of the programs of public welfare.

ARTICLE X111

LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS

Union delegates will be afforded leave with pay to attend the four (4) conventions specified herein, namely:

The State-wide AFSCME Annual Convention;
The State AFL-CIO Annual Convention;
The Annual Industrial Union Convention; and

The Bi-Annual AFSCME National Convention.

Written notice, from the Union, of the authorization of a delegate to utilize such leave time shall be given to the Department Head at least twenty-one (21) days in advance of

the date or dates of such convention.

Leave will be granted to not more than three (3) delegates at any one time who are authorized by the President or the Executive Director of the Union, and shall be limited to an aggregate total of twenty (20) days of paid leave in a year period and five (5) days of paid leave for any single conference or convention for any individual delegate except in the case where special approval of an exception may be granted by the Department Head.

Leave not utilized in any yearly period shall he accumulated except where the Union requests in writing not later than thirty (30) days prior to the end of the year period a maximum of five (5) days may be carried over into the succeeding year period exclusively for the Bi-Annual AFSCME National Convention or for other approved special meetings.

ARTICLE X1V

RESIGNATIONS

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

ARTICLE XV

ABSENCE UNDER PENALTY OF LAW

Any employee who is required to appear in Court under a

subpoena, unless the appearance is as an individual and not as an employee of the Welfare Division, 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.

ARTICLE XV1

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.

ARTICLE XV11

MANAGEMENT RIGHTS

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

It is the right of management 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, perogatives, duties, responsibilities and authority that management had prior to the signing of this Agreement are retained by management.

ARTICLE XV111

SENIORITY

Seniority is defined as an employee's total length of service with the Division, beginning with his original date of hire.

ARTICLE X1X

HOLIDAYS

1. DEFINITION: Holidays are referred to in this section include legal holidays as fixed by statutes. These being:

NEW YEAR'S DAY LINCOLN'S BIRTHDAY WASHINGTON'S BIRTHDAY GOOD FRIDAY MEMORIAL DAY FOURTH OF JULY LABOR DAY
COLUMBUS DAY
ELECTION DAY
VETERANS'DAY
THANKSGIVING DAY
CHRISTMAS

and wherever any such day falls on a Sunday, the following day.

In addition to the aforementioned holidays, employees will be entitled to any other holiday when declared by directive from the County Executive.

ARTICLE XX

EQUAL TREATMENT

The Employer and the Union agree 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.

ARTICLE XX1

RULING NO. 11

All rights, privileges, perogatives, 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 XX11

MILEAGE ALLOWANCE

Mileage allowance for authorized use of personal automobile will be paid at the rate of 12¢ per mile from April 1, 1974 to July 31, 1974 and 14¢ per mile effective August 1, 1974.

ARTICLE XX111

BULLETIN BOARDS

Bulletin Boards will be made available by the employer at permanent work locations for use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

ARTICLE XX1V

ADMINISTRATIVE LEAVE

All employees in classified service with less than six (6) months service between January 1, 1976 and December 31, 1976 shall be granted one-half (1/2) day Administrative Leave for each calendar month of service to a maximum of one and one-half (1-1/2) days, and three days Administrative Leave in each calendar year thereafter.

All employees in classified service with more than six (6) months service between January 1, 1976 to December 31, 1976 shall be granted an allowance of three (3) days Administrative Leave and three (3) Administrative Leave in each calendar year thereafter.

Administrative Leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be cancelled. Unlike other leaves, when an employee separates, there shall be no reduction or repayment of funds for days already used in the calendar year of separation.

Administrative Leave may be scheduled in units of one half (1/2) days or multiples thereof.

- Requests for Administrative Leave of absence must be approved in advance by the County Executive. Priority in granting such requests shall be:
 - Emergencies
 - Observation of religious or other days of celebration but not public holidays. Personal business. 2.
 - 3.
 - Other personal affairs.

However, requests for religious observances shall be granted on the days and hours required insofar as the absence will not interfere with the proper conduct of the Welfare Division's business.

Administrative Leave may be taken in conjunction with the other types of paid leave.

ARTICLE XXV

PERSONNEL PRACTICES

- 1. Each employee covered by this contract who is a member of the Public Employees Retirment System shall receive a description of the benefits provided under the Retirement system in the form of a booklet published by the State of New Jersey, as available.
- 2. Each employee shall be given the opportunity to review the contents of his personnel file upon request to the Personnel Director; a representative of the Union may, with the employee's written authorization, accompany said employee while he reviews his file.
- 3. The employee shall have the right to respond to any document in his personnel file. Such response shall be directed to the Personnel Director and shall be included in his personnel file.
- 4. Payment of thirty (30) dollars shall be made for Union members to the Union health and welfare fund.

ARTICLE XXV1

SALARIES

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

During the term of this Agreement, employees covered herein shall not exceed the maximum of the respective ranges.

All eligible employees in this bargaining unit being carried on the County payroll as of September 22, 1976 will receive the following negotiated wage increase:

- (A) All employees with a current wage that is less than \$7,000 per annum will receive an increase of \$225 added to their base annual wage.
- (B) All employees with a current wage that is more than \$7,000 per annum will receive a bonus of \$225 which will not be added to their base wage. The \$225 bonus will be a one time payment.
- (C) All employees currently on the County payroll as of January 1, 1977 shall receive an increase of \$325 added to their base annual wage.

- (D) All employees currently on the County payroll as of July 1, 1977 shall receive an increase of \$300 added to their base annual wage.
- (E) All employees currently on the County payroll as of January 1, 1978 shall receive an increase of \$300 added to their base annual wage.
- (F) All employees currently on the County payroll during the year of 1978 shall receive a wage increment as exists in the current wage guide. This wage adjustment shall be on the employees anniversary date of employment.

ARTICLE XXV11

TERMINATION

This contract shall be effective as of January 1, 1976 and shall remain in full force and effect until December 31, 1978.

Time extensions of this Agreement can be granted by mutual Agreement of the parties. Either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that it desires to modify this Agreement, and negotiations shall begin within fifteen (15) working days after notification.

	IN WITNESS		WHEREOF,	the	e pa	arties	have	affixed	their	hands
and	seals	this	12 Th	_day	of	00.70	ben.	1976.		

County Executive
County of Atlantic

President, Council AFSCME, AFL-CIO

Charles R. Wallowert- 10/12/74

Personnel Director

President, AFSCME Local 2302

APPENDIX 11

COMPENSATION SCHEDULE

EFFECTIVE JANUARY 1, 1976

ANNUAL SALARIES

DNC NO		·							
RNG. NO. INTER- VAL 5%	INCRE- MENT 5%	MIN. START	r 2nd	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	MAX.
A01	221	4413	4634	4855	5076	5297	5518	5739	5960
A02	232	4634	4866	5098	5330	5562	5794	6026	6258
A03	243	4866	5109	5352	5595	5838	6081	6324	6567
A04	255	5109	5364	5619	5874	6129	6384	6639	6894
A05	268	5364	5632	5900	6168	6436	6704	6972	7240
A06	282	5632	5914	6196	6478	6760	7042	7324	7606
A07	296	5914	6210	6506	6802	7098	7394	7690	7986
A08	311	6210	6521	6832	7143	7454	7765	8 0 76	8387
A09	326	6521	6847	7173	7499	7825	8151	8477	8803
A10	342	6847	7189	7531	7873	8215	8557	8899	9241
A11	359	7189	7548	7907	8266	8625	8984	9343	9702
A12	377	7548	7925	8302	8679	9056	9433	9810	10187
A13	396	7925	8321	8717	9113	9509	9905	10301	10697
A14	416	8321	8737	9153	9569	9985	10401	10817	11233
A15	437	8737	9174	9611	10048	10485	10922	11359	11796
A16	459	9174	9633	10092	10551	11010	11469	11928	12387
A17	482	9633	10115	10597	11079	11561	12043	12525	13007
A18	506	10115	10621	11127	11633	12139	12645	13151	13657
A19	531	10621	11152	11683	12214	12745	13276	13807	14338
A20	558	11152	11710	12268	12826	13384	13942	14500	15058
A21	586	11710	12296	12882	13468	14054	14640	15226	15812
A22	615	12296	12911	13526	14141	14756	15371	15986	16601
A23	646	12911	13557	14203	14849	15495	16141	16787	17433
A24	678	13557	14235	14913	15591	16269	16947	17625	18303
A25	712	14235	14947	15659	16371	17083	17795	18507	19219
A26	747	14947	15694	16441	17188	17935	18682	19429	20176
A27	785	15694	16479	17264	18049	18834	19619	20404	21189
A28	824	16479	17303	18127	18951	19775	20599	21423	22247

APPENDIX 11--CONT.

INTER- WAL 5%	INCRE- MENT 5°	MIN. <u>%</u> STAR	T 2nd	<u>3rd</u>	<u>4th</u>	<u>5th</u>	6th	<u>7th</u>	MAX.
A29	865	17303	18168	19033	19898	20763	21628	22493	23358
A30	908	18168	19076	19984	20892	21800	22708	23616	24524
A31	954	19076	20030	20984	21938	22892	23846	24800	25754
A32	1002	20030	21032	22034	23036	24038	25040	26042	27044
A33	1052	21032	22084	23136	24188	25240	26292	27344	28396
A34	1104	22084	23188	24292	25396	26500	27604	28708	29812
A35	1159	23188	24347	25506	26665	27824	28983	30142	31301
A36	1217	24347	25564	26781	27998	29215	30432	31 6 49	32866