

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

Between The

UNION COUNTY WELFARE BOARD

And The

PUBLIC EMPLOYEES SUPERVISORS UNIT

LOCAL 723, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

1972-1973

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PREAMBLE

This Agreement, effective the first day of January, 1972, is entered into by and between the Union County Welfare Board, 7 Bridge Street, Elizabeth, New Jersey (hereinafter referred to as the "Board") and the Public Employees Supervisors Unit, Local 723, International Brotherhood of Teamsters, 743 Main Avenue, Passaic, New Jersey (hereinafter referred to as the "Union").

ARTICLE I  
RECOGNITION

In accordance with the certification of the Public Employment Relations Commission dated May 15, 1972, the Board recognizes the Union as the exclusive collective negotiations representative for all supervisors of caseworkers but excluding all other employees of the Welfare Board of Union County, New Jersey

ARTICLE II  
MANAGEMENT RIGHTS

It is the intention hereof that all of the rights, powers, prerogatives and authorities that the Board had prior to the signing of the Agreement are retained by the Board except those and only to the extent that they are specifically abridged or modified by this Agreement.

It is agreed that the above-recited management rights are not subject to the grievance procedures set forth in Article IV hereof.

ARTICLE III  
DUES CHECK OFF

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Board, upon receipt of a duly executed authorization-assignment form acceptable to the Board, agrees to deduct from a pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Board shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. The amount of the monthly dues shall be certified to the Board by the Union.

The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses, or expenses in any manner resulting from any action taken by the Board at the request of the Union under this Article.

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 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.

B. Definition:

The term "grievance" as used herein means a complaint by any employee that, as to him, there has been an inequitable, improper or unjust application, interpretation, or violation of this Agreement.

C. Presentation of a Grievance:

The employee shall have the right to present his own appeal, or to designate a Union representative to appear with him. The Board agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person; essential witnesses, if any, who are employees of the Welfare Board, and one Union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:

Step 1

- a. An aggrieved employee shall institute action under the provisions hereof in writing, signed and delivered to his supervisor, within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.
- b. The supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

Step 2

- a. In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination by the supervisor.

- b. The Director of Welfare, or his representative, shall conduct a hearing within five (5) working days from the receipt of the complaint.
- c. The Director shall render his decision within ten (10) working days.

Step 3

Should the employee disagree with the decision or findings of fact of the Director, or his representative, the employee may, within three (3) working days, submit to the Board a statement in writing and signed as to the issues in dispute. The Board shall, at its next regular meeting or a special meeting called at the discretion of the Board, review the decision or findings of fact of the Director together with the disputed areas submitted by the employee. The employee and/or the Union representative may request an appearance before the Board. The Board will render its decision within five (5) working days thereafter.

ARTICLE V  
SICK LEAVE

The sick leave policy for employees of the Board shall be in accordance with New Jersey Statutes Annotated, Title 11:24A-3.

ARTICLE VI  
MATERNITY LEAVE

Maternity leaves will be granted in accordance with applicable law.

ARTICLE VII  
EDUCATIONAL LEAVES

Employees may be granted at the option of and within the discretion of the Board, with the approval of the State and subject to the availability of funds, tuition reimbursement and books for related courses up to a maximum amount of six credits per year. In order to qualify, applicants must receive prior approval of their courses by the Board and must satisfactorily complete the course. This provision shall become effective in September 1974 and shall not be retroactive prior to that date.

ARTICLE VIII  
SALARIES

- A. All employees shall receive a salary increase for the year 1972 retroactive to January 1, 1972 in the amount of \$480.



B. During the year 1972 all employees who are entitled to receive an increment shall be paid such increment in accordance with the present increment plan.

C. During the year 1973 all employees who are entitled to receive an increment shall be paid such increment in accordance with the present plan.

ARTICLE IX  
LONGEVITY

All employees on the payroll as of December 31, 1972 will continue to receive longevity in accordance with the Longevity Plan presently in effect. Employees hired after December 31, 1972 will not be eligible for the Longevity program.

ARTICLE X  
OVERTIME PAY

Time and one half will be paid for work over eight (8) hours per day or forty (40) hours per week when the overtime has been authorized by the Employer.

ARTICLE XI  
GENERAL

Upon written request, employees shall have free access to see their own personnel file. This shall be done in the presence of an employer representative. Said request shall be within reason.

ARTICLE XII  
FULLY BARGAINED FOR CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

ARTICLE XIII  
SEPARABILITY AND SAVINGS

If any provision 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 XIV  
DURATION

This Agreement shall become effective on January 1, 1972 and shall terminate on December 31, 1973.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by its respective officers or agents on this 26 day of December, 1974.

PUBLIC EMPLOYEES SUPERVISORS UNION  
LOCAL 723, INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

By Victor H Maccione  
Victor H. Maccione,  
Division President

By Anthony C Belardo  
Anthony C. Belardo  
Division Executive Secretary

By Richard H Swantek  
Richard Swantek  
Social Work Supervisor

By Frank Burstein  
Frank Burstein  
Income Maintenance Supervisor

UNION COUNTY WELFARE BOARD

By Gladys Swanson  
Gladys Swanson, Chairman

By Michael C. Galuppo  
Michael Galuppo  
Acting Director

Reviewed and approved by the  
DIVISION OF PUBLIC WELFARE  
OF THE NEW JERSEY DEPARTMENT  
OF INSTITUTIONS AND AGENCIES

By G. Thomas Riti  
G. Thomas Riti, Director  
Division of Public Welfare

12/25