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UNION COUNTY WELFARE BOARD

A G R E E M E N T

between the

UNION COUNTY WELFARE BOARD

and the

PUBLIC EMPLOYEES SUPERVISORS UNIT  
LOCAL 723  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

For the Period

~~January 1, 1976 Through December 31, 1977~~

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Labor Relations  
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RUTGERS UNIVERSITY

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P R E A M B L E

This AGREEMENT, effective the first day of January, 1976, is entered into by and between the

UNION COUNTY WELFARE BOARD

located at 7 Bridge Street, Elizabeth, New Jersey (hereinafter referred to as the "BOARD"), and the

PUBLIC EMPLOYEES SUPERVISORS UNIT  
LOCAL 723  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

located at 743 Main Avenue, Passaic, New Jersey (hereinafter referred to as the "UNION").

ARTICLE I.

RECOGNITION

In accordance with the certification of the American Arbitration Association dated May 15, 1972, the BOARD recognizes the UNION as the exclusive collective negotiations representative for all Supervisors of Income Maintenance and Social Services, 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.

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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 ~~his~~/representative, shall conduct a hearing within five (5) working days from the receipt of the complaint.

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(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.

Health Insurance ~~and Retirement~~

*Handwritten initials and signature*

It is agreed that the employer shall provide the employees with Blue-Cross/Blue-Shield Plan No. 750, including Rider J. It is further agreed that should the Union County Board of Chosen Freeholders purchase, on behalf of Union County employees, a dental and/or prescribed eye-glass plan during the term of this AGREEMENT, employees shall have the right to re-open negotiations in regard to only this provision, and the conclusion of said negotiations shall be subject to the approval of the Director of Public Welfare of the State of New Jersey.

ARTICLE VI.

eligible RETIREMENT be entitled to  
All/employees in this bargaining unit shall/retire  
System.

under the provisions of the Public Employees Retirement/~~Act~~.

*Handwritten initials and signature*

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ARTICLE VII.

Vacations

All employees hired ~~on or after~~ before July 1, 1974, shall receive vacation in accordance with the plan as set forth below:

<u>Length of Employment</u>	<u>Vacation Leave</u>
0 to 1 year -----	1 day per month
1 to 5 years ----	12 days per calendar year
5 to 10 years ---	15 days per calendar year
10 to 20 years --	20 days per calendar year
Beyond 20 years -	25 days per calendar year

excepting that employees hired <sup>on or</sup> after July 1, 1974, shall be granted 20 days vacation after 12/~~on more~~ to 20 years of service.

*J. B. McE*

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*J. B. McE*  
*J. B. McE*

ARTICLE VIII.

Sick Leave

The sick leave policy for employees of the BOARD shall be in accordance with the New Jersey Statutes Annotated, Title 11.24A-3 and Ruling 11.

ARTICLE IX.

Maternity Leave

Permanent employees may request, in writing to their superior, maternity leave for pregnancy and confinement. Such request for maternity leave must be accompanied by a written and signed physician's statement. All maternity leaves, with or without pay, are subject to the approval by the Union County Welfare Board, the Division of Public Welfare of the Department of Human Services and the Department of Civil Services. Such leave, if granted, shall be renewed at least every three (3) months and shall be supported by a written, and signed, physician statement, up to a maximum of one (1) year.

ARTICLE X.

Educational Leaves

The 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 (6) credits per year. In order to qualify, applicants must receive prior approval of their courses by the BOARD and must satisfactorily complete the course.

ARTICLE XI.

Bereavement Leave and Personal Days

Permanent employees of the Welfare Board with one year of continuous service shall be entitled to/a total of six (6) days leave per/year, with pay, in accordance with the following rules and regulations:

Bereavement Leave: Up to three (3) days leave of absence, with pay, for time ~~loss~~ <sup>lost</sup> from work due to a death of any of the following members of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, mother-in-law, or other relatives residing in the ~~immediate~~ employee's household.

Personal Leave: Three (3) days leave with pay for religious holidays or personal business, subject to the following: (i) request shall be made in writing and approved in advance of the requested date or dates from the immediate supervisor and Director; (ii) request shall be approved from the Director or the Deputy Director; (iii) leaves must be used within the calendar year and shall not be accumulated from year to year; (iv) personal days may not be taken as part of vacation. Personal days may be taken as whole days or half days and may be taken on Mondays and/or Fridays.

ARTICLE XII.

Holidays

As referred to in Ruling 11, it is agreed by and between employer and employee that employees shall be granted a holiday on all days fixed as legal holidays by statute, these being:

New Years	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas

Whenever any such holiday falls on a Sunday, the following day shall be given. Also, additional holidays as established from time to time by gubernatorial proclamation shall be granted, as well as additional days which may be established by appropriate authority by rule, proclamation, or order in a given locality as holidays for public employees in that locality.

If a holiday, as indicated above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.



ARTICLE XIII.

Salaries and Compensation

A. During the term of this AGREEMENT, employees shall be compensated as follows:

(1) All employees in this bargaining unit shall receive, effective ~~from~~ January 1, 1976~~xx~~ to June 30, 1976, salaries in accordance with Range 21 of Ruling 11~~x~~ effective January 1, 1976, as set forth herein below, plus a 13-1/2%<sup>salary</sup> differential based <sup>exclusively on</sup> ~~upon~~ the <sup>applicable salary</sup> minimum step of the/range. Said differential shall terminate on June 30, 1976.

Range 21 - January 1, 1976

<u>Min. Start</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Max.</u>
11,710	12,296	12,882	13,468	14,054	14,640	15,226	15,812
<u>*1,581</u>	<u>*1,581</u>	<u>*1,581</u>	<u>*1,581</u>	<u>*1,581</u>	<u>*1,581</u>	<u>*1,581</u>	<u>*1,581</u>
			15,049				
13,291	13,877	14,463	<del>15,049</del>	15,635	16,221	16,807	17,393

(\*plus 13.5% differential of minimum)

(2) It is further agreed that all employees under this bargaining unit shall receive for the period July 1, 1976~~x~~ to December 31, 1976, salaries in accordance with Range 21 of Ruling 11~~x~~ ~~which shall become~~ effective July 1, 1976, plus a 6-1/2%<sup>salary</sup> differential based <sup>exclusively on</sup> ~~upon~~ the <sup>applicable salary</sup> minimum step of the/range. Said differential shall terminate on December 31, 1976.

Range 21 - July 1, 1976

<u>Min. Start</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Max.</u>
12,530	13,157	13,784	14,411	15,038	15,665	16,292	16,919
<u>814</u>	<u>* 814</u>	<u>* 814</u>	<u>* 814</u>	<u>* 814</u>	<u>* 814</u>	<u>* 814</u>	<u>* 814</u>
13,344	13,971	14,598	15,225	15,852	16,479	17,106	17,733

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<sup>C</sup>  
~~(B)~~ Promotions: (1): All employees covered by

this AGREEMENT promoted or reclassified to another title which

carries a higher salary range shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary

~~xxxxat least the minimum of the new range, or to the next higher range plus the amount (if necessary) to adjust and equalize the employee's step in the new range above their old rate, whichever is higher, salary to the proper step of the new salary range.~~

~~xxxxproviding that the resulting change in rate provides an~~

~~xxxxincrease of at least one step of the salary range assigned to~~

~~xxxxthe title from which they previously had before being promoted~~

~~xxxxreclassified.~~

(2): In the event an employee is appointed to another classification, the salary differential, if applicable, shall be based on the minimum step of the salary range of the classification title to which he/she is appointed on the effective date.

(3) Temporary assumption of the responsibility of the title above one's own, an employee doing out of title work for at least one week shall be compensated at the salary range at the higher title.

<sup>D</sup>  
~~(C)~~ Overtime: Employees covered by this AGREEMENT

will be compensated at the rate of time and one-half in cash

35

for overtime hours accrued in excess of the ~~normal~~ hours of the

established work week. Hours worked on a holiday shall be

compensated at time and one-half in addition to the holiday

credit. Overtime will be computed as one and one-half times the

regularly hourly rate of pay of that employee.

ARTICLE XIV.

Longevity

The present longevity plan will continue for those employees who were on the payroll as of December 31, 1972. Any employee hired after that will not be included in the longevity plan.

Longevity is based on the salary of the employee as of December 31 of the preceding year and is to be computed as follows:

8 years, but less than 10 years of continuous employment -- 2% of his salary as of the determining date.

10 years, but less than 15 years of continuous employment -- 4% of his salary as of the determining date.

15 years, but less than 20 years of continuous employment -- 6% of his salary as of the determining date.

20 years or more -- 8% of his salary as of the determining date.

25 years or more -- 10% of his salary as of the determining date.

Each 2% longevity granted shall be based on the salary received by the employee as of 12/31 of the preceding year and the same percentage to be paid each succeeding year until he reaches the next step.

At the end of every two-year period of continuous employment after twenty-five years' service every employee shall receive an additional longevity payment in such amount as shall make his total longevity payment equal to 10% of his salary not exceeding \$16,000 in effect at the end of said extended period.

ARTICLE XV.

General

(A) Upon written request, employees shall be permitted to review their own personal file subject to within reasonable limits. Said review shall be in the presence of an employee representative.

(B) It is agreed that members of this UNION shall be permitted to attend conferences pertaining to the administration of public assistance, subject to the availability of funds and the limitation of attendance at conferences imposed by the Division of Public Welfare. All such permission must be approved by the County Welfare Director.

(C) Should the Federal, State or County Government enact legislation to assume the supervision and administration of the Welfare Program, specific provisions should be made to protect and guarantee that the Civil Service and Retirement Rights of Union County Welfare Board personnel transferred to employment under the Federal, State or County Government Welfare Program be continued.

ARTICLE XVI.

Fully Bargained For Clause

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

ARTICLE XVII.

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 XVIII.

Duration

This AGREEMENT shall become effective as of January 1, 1976, and shall terminate on December 31, 1977.

However, the employees are granted by the employer the right to re-open this contract in regard to wages and fringe benefits, only, for the period commencing January 1, 1977 and ending December 31, 1977.



SIGNATURES

IN WITNESS WHEREOF, the parties have caused this contract to be executed by its respective officers, or agents, on this 24<sup>th</sup> day of February, 1977.

PUBLIC EMPLOYEES SUPERVISORS UNIT  
LOCAL 723, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

By: Victor H. Maccione  
Victor H. Maccione  
Division President

By: Richard H. Swantek  
Richard H. Swantek  
Social Work Supervisor

By: Anthony Balardo  
Anthony Balardo  
Division Vice President

By: Frank Burstein  
Frank Burstein  
Income Maintenance Supervisor

UNION COUNTY WELFARE BOARD

By: Jacob W. Krowicki, Jr.  
Jacob W. Krowicki, Jr.  
Chairman

By: Michael C. Galuppo  
Michael C. Galuppo  
Director

Reviewed and Approved By The  
DIVISION OF PUBLIC WELFARE OF  
THE NEW JERSEY DEPARTMENT OF  
INSTITUTIONS AND AGENCIES

By: G. Thomas Riti 3/9/77  
G. Thomas Riti, Director  
Division of Public Welfare