

75-76

PREAMBLE

This agreement, effective January 1, 1975, is entered into between the Camden County Welfare Board (herein referred to as the Board) and the Welfare Supervisors' Organization (herein referred to as W. S. O.)

It is the intention of both the Board and the W. S. O. that this Agreement effectuate the policies of N. J. S. 34:13A-1 et seq (New Jersey Employer-Employee Relations Act), and be construed in harmony with the Rules and Regulations of the New Jersey Civil Service Commission

ARTICLE I - RECOGNITION

The Camden County Welfare Board agrees to recognize the Welfare Supervisors' Organization, as the sole and exclusive collective bargaining representative of the employees in the following job titles: Supervisor, Principals, Senior Homemaker, Head Clerks, Senior Investigator and Accountant (whether provisional or permanent) but excluding the Director, Deputy Director, Administrative Supervisors, Assistant Administrative Supervisors, Training Supervisors, Legal Assistants, Personnel Officer, Confidential Secretary to the Director and Deputy Director and all employees in the C. W. A. Local 1084 negotiating unit.

ARTICLE II - HOURS OF WORK

The normal work week shall consist of 35 hours per week, 7 hours per day, 5 days per week, Monday through Friday. The Director may stagger lunch hours so that the public may be served. The hours of work shall be from 8:30 a.m. to 4:30 p.m., which includes a one hour lunch period.

ARTICLE III - DUES DEDUCTION

Prior to ratification of the contract, the Welfare Board will receive from W. S. O. duly executed W. S. O. membership and dues deduction cards from all employees who have signed said cards.

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In accordance with the appropriate New Jersey Statutes, the Board, upon receipt of a duly executed authorization-assignment form acceptable to the Board, agrees to deduct each month from the employees covered by this Agreement who have executed said form, the established monthly dues of W. S. O. It is further agreed that the Board shall remit such deductions to the W. S. O. prior to the 10th day of the month following the month for which such deduction is made. Dues shall be \$1.00 per month, or such other amount as may be certified to the Board by W. S. O. at least thirty (30) days prior to the date on which the deduction of W. S. O. dues is to be made. The W. S. O. dues deducted pursuant hereto shall be remitted by the Board to the Treasurer of the W. S. O., together with a list of employees from whose pay deductions were made.

ARTICLE IV - 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, except and only to the extent that they are modified by this Agreement.

ARTICLE V - MANAGEMENT RIGHTS

All 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 further agreed that the said management rights are not subject to any grievance procedures set forth in this contract.

ARTICLE VI - 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 W. S. O. Employees in the various steps of this grievance procedure may be represented by a member of the grievance committee of the W. S. O.

B. Definition

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

C. 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. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his (or her) Supervisor within ten (10) working days of the occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Supervisor shall render a decision in writing within ten (10) working days after receipt 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 the Deputy-Director, 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 Deputy Director, he may within five (5) working days after said decision, submit to the Board a statement in writing and signed as to the issues. If said statement is filed with the Board at least ten (10) working days prior to its regular meeting, the matter shall be placed on the agenda for that 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 W. S. O. representative may request an appearance before the Board. The Board will render its decision within twelve (12) days after the Board meeting at which the matter has been reviewed.

ARTICLE VII - CLOTHING ALLOWANCE

The Camden County Welfare Board shall pay a clothing allowance of \$100.00 per year to those employees classified as Senior and Principal Homemakers, who wear uniforms in operational duties.

ARTICLE VIII - AUTOMOBILE LIABILITY INSURANCE

The employer shall pay \$125.00 per year towards an automobile insurance premium for those employees covered by this contract as designated in Article I hereof who are required to use their personal automobiles for County Welfare Board business, provided that the employee show proof of proper insurance coverage and proof of payment of such coverage, to the employer prior to payment of the \$125.00 and continuing proof at the employer's request.

In order to qualify for said payment, the employee must be insured in the following amounts of coverage: \$100/300,000. for public liability -- \$10,000.00 property damage -- \$1,000.00 medical.

If the employee is unable to obtain the required amount of insurance and presents written proof of his inability to be insured for such amount, then in that event the Welfare Board will endeavor to obtain such coverage, the said employee must maintain the minimum insurance coverage established by the State of New Jersey, and the employer shall then pay \$80.00 towards such premium.

ARTICLE IX - EQUIPMENT & SUPPLIES

It is recognized that good employee morale and pleasant working conditions are important factors in the consideration of the services to be rendered to the public. Where possible, subject to the discretion of the Board and budgetary commitments, sufficient furniture, equipment supplies, and telephone service will be provided to all employees.

ARTICLE X - SUPERVISORY AUTHORITY

Supervisors shall be recognized as part of the management of the Camden County Welfare Board. They are also responsible for recommending disciplinary action for any of the reasons specified in the New Jersey Civil Service Rules and Regulations. Such recommendations shall be given serious consideration by the administration of the Welfare Board.

ARTICLE XI - MATERNITY LEAVE

Employees covered by this agreement who are entitled to maternity leave will be granted such leave upon request. Request for such leave will be made in writing to the Welfare Director. Notification of the pregnancy shall be given to the Welfare Director not later than the end of the fourth month of pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing.

Maternity leave shall not be granted beyond one year.

ARTICLE XII - 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:

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|-----------------------|---------------|
| 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 following Monday.

Whenever the work schedule is such that an employee is required to work on a holiday, the employee will be paid for the hours worked in addition to the holiday pay.

In addition to the aforementioned holidays, the Board will grant a holiday when the Board of Chosen Freeholders of Camden County declares a holiday for all County employees, providing that a sufficient work force is maintained to provide necessary and appropriate services. Said work force shall be established in advance, by the Welfare Director. The holiday established by the Board of Freeholders is not governed by the preceding paragraph wherein an employee would have been paid for the hours worked in addition to the holiday pay.

In the event that the Camden County Court House is closed by proclamation or official notice of the Camden County Board of Freeholders due to inclement weather, then in that event, the offices of the Welfare Department will be closed for the same period of time, subject however, to a special force being maintained as established by the Welfare Director in accordance with the preceding paragraph.

Every effort will be made by the Welfare Board to rotate those persons required to serve on a special force, established in this Article.

ARTICLE XIII - VACATIONS

A. Permanent employees shall be granted vacation leave 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 through fifteen (15) years of service shall be allowed at the rate of fifteen (15) days per year, effective January 1, 1975.

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 fifteenth 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.

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.

D. Temporary employees shall be granted one (1) working day vacation leave for each full month of service or major fraction thereof during temporary employment. No vacation leaves in excess of the amount actually earned will be approved in anticipation of continued employment.

ARTICLE XIV - SENIORITY & JOB OPENINGS

In the event of a job opening or vacancy, the employees eligible therefor shall be notified in writing of said opening with a notice of salary range and job description.

Seniority, which is defined as continuous unbroken service with the Camden County Welfare Board, in a supervisory position, will be given consideration by the Board, with respect to promotions, however, service will be considered unbroken for purposes of this clause, if an employee who has served continuously with the Camden County Welfare Board for at least one year should resign his position and be rehired by said Board within three (3) months of said resignation, provided, however, it is approved by the Department of Civil Service.

If in the sole opinion of the Welfare Director there are two or more employees with equal qualifications and ability to perform the work, the employee with the greatest seniority will be given preference.

All promotions and promotional policies are subject to the New Jersey Civil Service Law, Rules and Regulations.

The following factors shall be used in evaluating eligibility for appointment:

- a. Performance evaluations in the job title from which the appointment is being made.
- b. Seniority.
- c. Previous education or work experience relative to the particular job opening.

ARTICLE XV - HEALTH INSURANCE COVERAGE

The Board agrees to pay for the full cost and provide coverage for eligible employees and their dependents in accordance with the definition of the insurance carrier for Hospital and Medical Insurance and Major Medical Expense Insurance in accordance with the current County Plan and in accordance with the terms and conditions of said insurance program.

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 XVI - LEAVE OF ABSENCE 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 one year at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. No further renewal may be granted except upon the approval by 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/or the Welfare Director.

C. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced at the same rate at which it is earned 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 XVII - PERSONAL LEAVES OF ABSENCE

Employees in this unit shall be entitled to a maximum of two (2) personal days leave, with pay in each full calendar year of this agreement. Such leaves shall not be cumulative from year to year. This clause is effective January 1, 1975.

Requests for said personal leave shall be made in writing and approved in advance of the requested date from the employee's immediate supervisor.

ARTICLE XVIII - PROFESSIONAL MEETINGS

Upon presentation to the Welfare Board, of a paid membership in a social Welfare organization, said Board will reimburse to the employee, the fee charged by said organization for attending a regular meeting, provided that:

1. The employee attends said meeting and presents proof of payment.
2. Permission for payment is given in advance by the training and staff development supervisor.
3. The particular meeting is not recreational, in nature.
4. The total reimbursement to any one supervisor shall not exceed \$40.00 in a calendar year.

This Article shall take effect January 1, 1975.

ARTICLE XIX - EDUCATIONAL LEAVE

Two employees shall be afforded the opportunity for educational leave for the purpose of pursuing full time studies for a Masters Degree, in accordance with the educational leave provisions of Ruling No. 11, promulgated by the Division of Public Welfare.

It is further agreed by the parties that the Board will endeavor to look into and support programs in which W. S. O. members would participate while actively employed at the C. C. W. B.

ARTICLE XX - RE-ASSIGNMENTS

When a re-assignment is contemplated, a notice shall be posted on the Supervisor's bulletin board, to be located in each building. Those Supervisors who may be interested in the assignment or re-assignment shall contact the Director or Deputy Director indicating their desires.

ARTICLE XXI - MILEAGE

Those supervisory personnel who are required to use their automobiles for official use shall be reimbursed for said use at the rate of fourteen cents (\$.14) per mile, subject to a maximum monthly allowance. Those affected employees will be required to maintain a daily log containing mileage and specific locations visited. Authorization for automobile use must be obtained, in advance, from the immediate superior.

ARTICLE XXII- SICK LEAVE

A. Sick leave shall be credited, and may be utilized, under the provisions of Ruling 11, Division of Public Welfare.

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 reason for absence at 9 a.m., or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted after five (5) days consecutive sick leave.

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 XXIII - OVERTIME

All employees represented by the W. S. O. shall be compensated at 1½ times their regular straight time hourly rate of pay for all hours worked beyond their normal work week of 35 hours. All overtime must be approved by the Director, Deputy Director or designee, in advance.

ARTICLE XXIV - SAVINGS CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency 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 XXV - CONTRACT PERIOD

This Agreement shall remain in full force and effect from January 1, 1975 through December 31, 1976. Negotiations over a successor contract shall begin on or about September 1, 1976 at the request of either party, a copy of such written request shall be delivered to the other party.

ARTICLE XXVI - SALARIES

Those employees who are in the employ of the Camden County Welfare Board and those subsequently appointed by such Board as of the date of the approval of this contract by the Division of Public Welfare of New Jersey shall be covered by this salary schedule. Retroactive to January 1, 1975, or the date of appointment, whichever is later, said employees shall receive pay based upon the classification and compensation plan, revised July 29, 1974, effective July 1, 1974 as set forth in Ruling No. 11 of the State of New Jersey, Department of Institutions and Agencies, Division of Public Welfare.

The salary rate of those covered employees who were on standard steps on the compensation schedule for the New Jersey State Service dated June 23, 1973 shall be adjusted to the same step in the new range of the compensation plan as set forth in the above paragraph, except that those employees who have one year of service or who reach the anniversary date of one year employment during the term of this contract, as such anniversary date is determined in accordance with the provisions of Ruling 11, shall be adjusted to the next higher step in the new range.

If the State Division of Public Welfare promulgates a new compensation plan during the year 1975, then in that event as of January 1, 1976, the salary rate of all covered employees on the standard steps of the July 29, 1974 compensation schedule shall be adjusted to the next highest comparable step of the 1975 plan.

In the event that the State Division of Public Welfare does not promulgate a new compensation plan during the year 1975, then in that event, the salary rate of all covered employees would be adjusted to the next highest comparable step of the 1974 plan, which salary rate shall take effect on January 1, 1976 or on the employee's anniversary date, whichever is later, and for the balance of that year, so long as such rate does not exceed the maximum of the salary range.

The new salary ranges are shown in Appendix A of this agreement.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers on the 10th day of July, 1975.

CAMDEN COUNTY WELFARE BOARD
SUPERVISORS' ORGANIZATION

Peter R. Biernat

Andria K. Rauer

Martha H. Shemley

CAMDEN COUNTY WELFARE BOARD

John A. Lane

Helene Segal

F. Roman J. Puel

Reviewed and approved by the
Division of Public Welfare
of New Jersey, Department of
Institutions and Agencies.

S. C. [Signature]
Director
Division of Public Welfare 11/2/75

SALARIES - APPENDIX A

Salary ranges as established by the July, 1974

classification and compensation plan are as follows:

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|---|----------------------|
| Supervisor of Social Work | \$11,152 to \$15,058 |
| Supervisor of Income Maintenance | |
| Senior Investigator | \$11,152 to \$15,058 |
| Supervising Clerk | \$ 8,737 to \$11,796 |
| Supervising Clerk Bookkeeper | |
| Supervising Account Clerk | |
| Principal Tabulating Machine Operator | \$ 7,925 to \$10,697 |
| Principal Clerk | \$ 7,189 to \$ 9,702 |
| Principal Account Clerk | |
| Principal Home Service Aide | |
| Senior Home Service Aide | \$ 6,210 to \$ 8,387 |
| Principal Clerk Typist and Interpreter (Spanish) | \$ 7,548 to \$10,187 |