

1977

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PREAMBLE

This Agreement is entered into by the Middlesex County Welfare Board (hereinafter referred to as the Board) and the Communications Workers of America, AFL-CIO, Local 1082 (hereinafter referred to as the Union).

1977

ARTICLE I - UNION RECOGNITION

A. The Board agrees to recognize the Communications Workers of America, AFL-CIO, Local 1082, as the sole and exclusive bargaining representative of employees in the following job titles:

Account Clerk
Account Clerk (Typing)
Building Maintenance Worker
Building Maintenance Supervisor
Building Service Worker
Clerk
Clerk-Bookkeeper
Clerk-Stenographer
Clerk-Transcriber
Clerk-Typist
Clerk-Typist, Bilingual in Spanish and English
Guard, Public Property
Health Aide
Home Service Aide
Homemaker Service Supervisor, CWA
Income Maintenance Aide
Income Maintenance Specialist
Income Maintenance Specialist, Bilingual/Spanish
Income Maintenance Supervisor
Income Maintenance Technician
Income Maintenance Technician, Bilingual/Spanish
Investigator, CWA
Key Punch Machine Operator
Key Punch Machine Supervisor
Messenger
Office Appliance Operator
Payroll Supervisor
Personnel Aide
Principal Account Clerk
Principal Clerk

Principal Clerk-Bookkeeper
Principal Clerk-Stenographer
Principal Clerk-Typist
Receptionist (Typing)
Receptionist and Interpreter/Spanish
Rent and Housing Coordinator, Welfare
Senior Account Clerk
Senior Account Clerk (Typing)
Senior Building Maintenance Worker
Senior Building Service Worker
Senior Clerk
Senior Clerk-Bookkeeper
Senior Clerk-Stenographer
Senior Clerk-Transcriber
Senior Clerk-Typist
Senior Home Service Aide
Senior Investigator, CWA
Senior Key Punch Machine Operator
Senior Office Appliance Operator
Senior Telephone Operator
Social Service Aide
Social Service Technician
Social Worker
Social Worker, Bilingual in Spanish and English
Social Work Specialist
Social Work Supervisor
Supervising Clerk
Supervising Clerk-Bookkeeper
Telephone Operator
Telephone Operator/Receptionist

B. The following titles shall be excluded from the above bargaining unit:

Accountant
Administrative Analyst, Welfare

Administrative Secretary, CWA
Administrative Supervisor of Income Maintenance
Administrative Supervisor of Social Work
Asst. Administrative Supervisor of Income Maintenance
Asst. Administrative Supervisor of Social Work
Asst. Chief Investigator, CWA
Asst. Training Supervisor, CWA
Chief Clerk, CWA
Chief Investigator, CWA
Consultant on Aging
Coordinator of Volunteers
Deputy Director, Welfare
Director of Welfare
Field Office Supervisor
Fiscal Officer
Personnel Officer
Public Information Officer
Senior Accountant
Supervisor of Administrative Services
Training Supervisor, CWA

- C. Any new title authorized for use by the Board will be negotiated for inclusion or exclusion from the bargaining unit. If the parties are unable to agree on the inclusion or exclusion of a title, the Union will pursue statutory procedures under the New Jersey Public Employees Relations Act.

ARTICLE II - CONTRACT PERIOD

This Agreement shall be effective January 1, 1977 and shall remain in full force and effect through December 31, 1977, except where another date is specified.

ARTICLE III - HOURS OF WORK

- A. Hours of work for all employees covered by this contract shall be 8:30 A. M. to 4:15 P. M. with 45 minutes for lunch, and one (1) 15 minute break during each half day of work.

- B. All employees shall punch in and out on the time clock using the same standard practices and procedures. This provision shall be effective through December 31, 1977.

ARTICLE IV - HOLIDAYS AND LEAVES

- A. Each employee covered by this contract who was hired prior to July 1, 1974 shall be allowed four (4) days per annum for religious observances or for personal business. Each employee covered by this contract who was hired on or after July 1, 1974 shall be allowed three (3) days per annum for religious observances or for personal business. Personal days must be pro-rated for employees in the first year of service according to time earned: i.e. employee earns 1/2 day every two months, with a maximum of 3 personal days per calendar year. These days are not to be deducted from vacation days or sick days allowed to all employees. These days, if unused, shall not be carried over into the following year.
- B. Vacation leave shall be granted in accordance with Ruling 11, effective 7/1/76, Part II, Section 5 b.
- C. Sick days shall be accrued at the rate of one (1) day per month during the first year of employment and 1 1/4 days per month thereafter. Sick days may be accumulated indefinitely. Sick leave shall be granted in accordance with Ruling 11, Part 4, Section 5 a.
- D. All employees who retire from the PERS after January 1, 1977, shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed \$12,000.
- E. Leaves of absence with or without pay may be granted according to Ruling 11, Part II and further clarified by agency procedure.

- F. Every employee covered by this contract shall receive three days bereavement leave, once in each calendar year, in the event of the death of that employee's spouse, child, parent, grandchild, grandparent, brother or sister. Such leave is not accruable, and must be taken within ten (10) days of the death.
- G. Every employee covered by this contract shall receive one (1) day bereavement leave in the event of the death of the employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Such leave is not accruable and must be taken within ten (10) days of the death.
- H. It is the policy of the Board that, with respect to employees on vacation, sick leave or authorized leaves of absence of more than five (5) continuous days duration, work assignments will be made with due consideration for such absence and will be distributed as equitably as possible.
- I. The following holidays will be observed pursuant to Ruling 11, Part II, 4 g (1):
- New Year's Day
 - Lincoln's Birthday
 - Washington's Birthday
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - General Election Day
 - Veterans' Day
 - Thanksgiving Day
 - Christmas Day

Whenever any above holiday falls on a Sunday, the following day is granted. Additional holidays as established from time to time by gubernatorial proclamation, by appropriate authority by rule, proclamation or order in a given locality may be granted for employees.

- J. The Board agrees to provide employees with semi-annual statements indicating the balance of their unused sick, vacation and personal days.

ARTICLE V - MEDICAL INSURANCE

- A. The Board and the Union agree on current practice by which each individual employee is covered by medical insurance in the form of Blue Cross, Blue Shield, Major Medical and Rider J or by the Rutgers Community Health Plan. Effective with the date of this contract the employee may elect options as to coverage made available by the County at the employee's expense.

- B. The Board and the Union agree on current practice by which each individual employee is covered by dental insurance through the plan known as Blue Tooth.

ARTICLE VI - COMPENSATION

- A. When there are major additions to workload which have to be done within time limits administration will not expect to have this accomplished within the normal work hours.

- B. Overtime compensation, at the rate of time and a half, shall be paid by the Board to all employees who work in excess of 35 hours per week. Overtime compensation must be authorized by the Director or Deputy Director.

- C. If an employee works outside his classification at the request of the administration for 3 1/2 or more hours per week, he shall receive the rate of pay for that classification or the rate of pay for his own classification, whichever is higher, for the total number of hours worked outside of his classification during that week.

ARTICLE VII - RECRUITMENT

The parties agree that the objectives of the Board to service the public are reinforced by the development and maintenance of competent staff. To this end it is agreed that an ongoing recruitment program including the use of colleges, post-secondary and secondary schools as well as appropriate advertising resources and registration of any job openings with the New Jersey State employment Service and Civil Service facilities, shall be maintained.

The Training Supervisor, a Spanish speaking professional employee and a senior clerical employee will participate in school recruitment efforts where appropriate.

A committee comprised of Union and Board personnel shall be appointed to undertake the ensurance of recruitment for employment by the Board from all minority groups.

ARTICLE VIII - HIRING AND PROMOTIONAL PRACTICES:

- A. The Board agrees to hire employees until all necessary positions are filled. All vacancies within the Agency are to be filled by present employees meeting the qualifications of the job vacated, prior to hiring from other sources, insofar as permitted under the rules of Civil Service.
- B. Unless there is a loss of funding or elimination of a program, persons presently employed by the Board who have permanent status in any title shall be, during the term of this agreement, retained in such classification or in an equivalent classification carrying an equal salary range.
- C. Replacement of employees shall be continuous; replacement efforts shall begin immediately upon employee's notification of intent to leave.
- D. In all cases where vacancies occur on unfilled budget lines in any department, the Director shall immediately request of the proper authorities that an examination be held for the purpose of filling the vacancy.
- E. If any employee previously employed by the Board is rehired by the Board, returning to the same or related position, the Board shall request specific prior approval from the Division of Public Welfare for special salary consideration for this employee.
- F. For determination of salary upon promotion and demotion Ruling 11, Part I, Section 11 shall apply.

ARTICLE IX - FACILITIES, SUPPLIES AND EQUIPMENT

The Board agrees to make every reasonable effort to provide employees covered by this contract with the supplies, equipment and telephone services adequate to perform their duties and responsibilities--including manuals and field books.

The Board agrees to have on the premises a fully stocked first aid kit from which supplies may be dispensed by a member of the bargaining unit upon notice to, and with the approval of the Director or Deputy Director. The Union shall be entitled to review the contents of this first aid kit at any reasonable time.

The Board agrees to hire a graduate nurse if funds for same are available through CETA, and further agrees that one function, in addition to specified nursing duties, shall be to provide emergency health services to employees.

ARTICLE X - TRAINING

Both parties agree that in matters of training Ruling 11,
Part III shall apply.

ARTICLE XI - STAFF MEETINGS

Periodic staff meetings with Departments, including Income Maintenance and/or Social Service Staff, Clerical, Bookkeeping and/or Supervisory employees shall be conducted within normal working hours.

ARTICLE XII - PERSONNEL PRACTICES

- A. Each employee covered by this contract 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.

- B. Each employee shall be given the opportunity to review the contents of his personnel file upon request to the Director or his designee. A representative of the Union may, with the employee's written authorization, accompany said employee while he reviews his file.

The employee shall have the right to respond to any document in his personnel file. Such response shall be directed to the Director of the Board and shall be included in the respondent's personnel file.

Each employee shall have the right to see and respond to any and all documents before they are placed in his/her personnel file, said documents to be initialed by the employee. Should the employee object to any documents, he/she shall have the right to the presence of a Union representative.

- C. Union representatives (not to exceed three (3) individuals) shall have the right to speak at public sessions of the Board. A request for an allocation of time on the agenda will be processed in advance and consistent with the procedures of the Board. The Union will be permitted to speak on an issue raised by the Board but not on the Agenda. The Union may raise an issue of an emergent nature provided it occurs subsequent to the time allowed for submission for placement on the agenda. In such an event the Union shall be permitted to identify the issue which

the Board shall receive as introduced and either accept as current business or consider for future action.

- D. Every employee shall receive a stub with his pay check itemizing all deductions and year-to-date totals.

ARTICLE XIII - TRANSPORTATION AND REIMBURSEMENT

- A. Expenses incurred by employees who attend special conferences and seminars approved by the Board shall be paid in accordance with Ruling 11, Part III.
- B. Twenty (20) aggregate days with pay shall be granted by the Board for employees to attend approved Welfare Conferences. For Welfare Conference attendance Ruling 11, Part III and past practice shall prevail.
- C. Each employee covered by this contract shall be reimbursed for minor emergency repairs on county vehicles paid for by the employee. Auto repairs will be made at the Board's expense in areas designated by the Board.
- D. Employees who are authorized to use their own cars will be compensated at the rate 14¢/mile.
- E. Each employee who is required to utilize his automobile on Welfare Board business shall receive, in addition to the above mentioned expenses, an allowance of \$6.00 per month toward the cost of his automobile insurance when such insurance is in force. Each such employee shall present to the Board a proper certificate of insurance carried by said employee.

ARTICLE XIV - GRIEVANCES

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 to discuss a matter informally with any appropriate member of the Administration. If such discussion involves a matter covered by the definition of a grievance in Section B, the Union shall be advised of the adjustment of the issue.
3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

B. DEFINITIONS

The term "grievance" shall mean an allegation that there has been:

1. A violation, misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contract grievance;"
or
2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or Orders applicable to the Welfare Board, which do not constitute a violation of the terms of this agreement which shall be processed up to and including the Welfare Board and shall hereinafter be referred to as a "non-contractual grievance."

C. PRESENTATION OF A GRIEVANCE

The Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, a Union representative and a Union recorder.

D. GRIEVANCE PROCEDURE

Step 1

The grievant and his/her Union Shop Steward shall present the employee's written grievance or dispute to the employee's Department Head within 15 working days of its occurrence. Failure to act within said 15 days shall be deemed to constitute an abandonment of the grievance. The Department Head shall schedule a hearing within 10 working days of receipt of the grievance and shall render a decision in writing to the grievant within 10 working days of the date of the hearing.

Step 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative who is the Shop Steward or Local Union Officer to the Director or Deputy Director within 10 working days of the written response from Step 1. The Director or Deputy Director shall hold a hearing within 10 working days of the request for the hearing and render a written decision within 5 working days.

Step 3

a. Non-Contractual Grievances

In the case of a non-contractual grievance as defined herein, should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his statement with the Board

at least ten working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten 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 grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision within eight working days after the Board meeting at which the matter has been reviewed. The decision of the Board shall be final. The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

b. Contractual Grievances

1. In the case of a Contract grievance as defined herein, if no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration only by the Union within fifteen (15) days of receipt of a decision from Step 2.
2. (a). Any unresolved contract grievance (as defined in B.1, Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within fifteen (15) working days after the receipt of the Step 2 decision.
 - (b). Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to

represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c). Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

3. Should the Union wish to move a grievance to arbitration the Union shall notify the American Arbitration Association of same and request a list of arbitrators to be furnished to the Board and Union. Selection of an arbitrator shall conform to the procedures of the American Arbitration Association.
The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
4. The arbitrator shall hear the matter on the

evidence and within the meaning of this agreement and/or such rules and regulations as may be in effect by the Civil Service Commission. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the agreement and the referenced policies. The decision shall be rendered within thirty days of the hearing.

5. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.
6. The cost of the arbitrator and his expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
7. 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.
8. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this agreement, provided such remedy is permitted by law and is consistent with the terms of this agreement, except that he may not make an award which exceeds the Welfare Board's authority.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this agreement.

9. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

Any arbitration decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the Union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

10. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.

- E. There shall be no loss of pay for employee for time spent either as a grievant, witness or one Union Representative in any step of the grievance procedure.
- F. Employee grievances shall be presented on prepared forms. The grievance procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.
- G. Grievance resolutions or decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of

both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

ARTICLE XV - DUES CHECKOFF

The Board agrees to deduct the amount of monthly Union dues from the pay checks of each employee who furnished a written authorization for such deduction to the Board. Dues shall be \$6.00 per month, or such other amount as may be certified to the Board by the Union at least 30 days prior to the date on which the deduction of Union dues is to be made. Deductions of Union dues shall be remitted by the Board to the Union at the end of the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

ARTICLE XVI - FAIR PRACTICES

- A. The Union agrees to continue to admit employees covered by this contract to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age or draft status.

- B. The Board agrees to continue its policy of not discriminating against any employee covered by this contract on the basis of race, creed, color, national origin, sex, marital status, age, draft status or participation in Union activities.

ARTICLE XVII - EDUCATION

The Educational Leave policy of the Board shall be the same as stipulated in Ruling 11, Part III as promulgated by the New Jersey Division of Public Welfare. The Educational Leave Committee shall contain at least one member of the Union who shall be selected by the Union. This article shall be effective through December 31, 1977.

ARTICLE XIX - JURY PAY

When an employee covered by this contract serves as a juror said employee shall receive full pay less jury pay.

ARTICLE XVII - LONGEVITY

During the term of this contract longevity pay will be granted by the Board in accordance with the County plan as promulgated by the Board of Chosen Freeholders of Middlesex County which is as follows:

All eligible employees shall be entitled to receive longevity which will be based upon their salary (maximum base \$18,000) as of December 31, 1974 starting with the completion of the 8th year of service, i.e.

9 through 15 years of service	=	2%
16 through 20 years of service	=	4%
21 years and over	=	6%

The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Freeholders on March 18, 1971, and as amended.

ARTICLE XX - SALARIES

- A. 1. Effective 1/1/77 all employees hired on or before 12/31/75 who are eligible for a range change will receive a one range increase and;
 - a. will be moved step to step from the old range of the compensation schedule dated 7/1/74 to the new range of the compensation schedule dated 7/1/76.
 - b. receive a salary differential of 6% based exclusively on the minimum step of the new salary range. Such differential expires on 12/31/77.
- 2. Effective 1/1/77 or subsequent date of employment whichever is later, all employees hired 1/1/76 or after and who are eligible for a range change will receive a one range increase and will move step to step from the old range of the compensation schedule dated 7/1/74 to the new range of the compensation schedule dated 7/1/76.

Those titles eligible for Range changes are as follows:

Income Maintenance Technician	Range 11 to 12
Income Maintenance Technician, Bilingual/Spanish	Range 11 to 12
Income Maintenance Specialist	Range 16 to 17
Income Maintenance Specialist, Bilingual/Spanish	Range 16 to 17
Income Maintenance Supervisor	Range 20 to 21
Social Worker	Range 16 to 17
Social Worker, Bilingual/Spanish	Range 16 to 17
Social Work Specialist	Range 18 to 19
Social Work Supervisor	Range 20 to 21
Investigator, CWA	Range 16 to 17
Senior Investigator, CWA	Range 20 to 21
Homemaker Service Supervisor, CWA	Range 20 to 21
Rent and Housing Coordinator, Welfare	Range 16 to 17

- B. 1. Effective 1/1/77 or subsequent date of employment whichever is later, all employees hired 1/1/76 or after who are not eligible for a range change will be moved step to step from the compensation schedule dated 7/1/74 to the compensation schedule dated 7/1/76.
2. All employees hired on or before 12/31/75 who are not eligible for a range change will be:
- a. Effective 1/1/77, moved step to step from the compensation schedule of Ruling 11 dated 7/1/74 to the compensation schedule of Ruling 11 dated 7/1/76, and receive a salary differential of 6.5% based exclusively on the minimum step of the new salary schedule. Such differential expires 6/30/77.
 - b. Effective 7/1/77 will move step to step from the compensation schedule of Ruling 11 dated 7/1/76 to the compensation schedule of Ruling 11 dated 7/1/77 and receive a salary differential of 5.% based exclusively on the minimum step of the new salary schedule. Such differential expires 12/31/77.
 - c. Those employees being paid on the basis of range 12 or below who have completed at least one year of service as of the beginning of the contract year (1/1/77) may receive a one-time cash payment not to exceed \$250. effective on the date of adoption of Ruling 11, Part I, Section 5, which was published November 1, 1977.

- C. The hiring rates for various titles shall be the state authorized hiring rate for comparable titles as follows:

Hiring Rates

<u>Title</u>	<u>Range</u>	<u>Schedule 7/1/76</u>	<u>Hiring Rate</u>	<u>Step</u>
Clerk	3	5207 - 7027	5987	4th
Mail Clerk	3	5207 - 7027	5987	4th
I.M. Aide	4	5467 - 7378	6286	4th

Bldg.Maint.Wkr.	4	5467 - 7378	6832	6th
Bldg.Serv.Wkr.	4	5467 - 7378	6832	6th
Soc.Serv.Aide	4	5467 - 7378	6286	4th
Account Clerk	5	5740 - 7749	6027	2nd
Acct Clk. (Typ.)	5	5740 - 7749	6027	2nd
Clk. Bkpr.	5	5740 - 7749	6027	2nd
Clk. Typ.	5	5740 - 7749	6027	2nd
K.P.M. Oper.	5	5740 - 7749	6027	2nd
Off.App.Oper.	5	5740 - 7749	6027	2nd
Rec. & Int.	5	5740 - 7749	6027	2nd
Receptionist	5	5740 - 7749	6027	2nd
Sr. Mail Clerk	6	6027 - 8141	6329	2nd
Home Serv. Aide	6	6027 - 8141	6329	2nd
Guard	8	6646 - 8977	6979	2nd

D. The Merit Incremental System shall remain in effect as follows;

All employees who have not reached the maximum of the salary range who complete one year of satisfactory service as of January 2 will be eligible to receive a merit 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 a merit 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 a merit 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 a merit increment as of October 1.

E. 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 to which he/she is appointed on the effective date.

ARTICLE XXI - EFFECTIVE LAWS

All provisions of this agreement are subject to law. In the event that any provision of this agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall effect only that particular provision which shall be deemed of no force or effect, but it shall not affect the remaining provisions of this agreement.

ARTICLE XXII - MANAGEMENT RIGHTS

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.
- B. The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey.
- C. All such rights, powers, authority and prerogatives of management possessed by the Board are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this agreement.
- D. The Board retains its responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this agreement.
- E. Unless otherwise provided in this agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to the effective date of this agreement.
- F. No employee shall be disciplined by discharge, reprimand, reduction in rank and compensation, deprivation of any professional advantage or any adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XXIII - HEALTH AND SAFETY COMMITTEE

The Board agrees to the formation of a permanent Health and Safety Committee to be comprised of four (4) persons. Of the four, two (2) shall be selected by the Union to represent the employees and two (2) shall be selected by the Board to represent the Board. The Committee's responsibilities will include monitoring temperature levels within the physical plant, recommending improvements in the physical plant, developing itself as a resource body in relation to applicable laws and regulations, investigating complaints relating to health and safety matters and documenting same. The existence of the committee and the names of the committee members will be posted conspicuously and updated when necessary. The committee will meet monthly for no more than two hours.

ARTICLE XXIV - UNION CONFERENCE DAYS

Union members to be designated by the Union shall be granted 15 aggregate days per calendar year with full pay to attend the following Union Conventions and Conferences:

1. CWA International Convention
2. CWA District 1 Conference
3. New Jersey AFL - CIO Conventions.
4. New Jersey Industrial Union Council Conferences
5. Middlesex Central Labor Council Conferences
6. Any labor Conference specifically affecting public employees.

The Union shall request these days at least one week in advance.

ARTICLE XXV - RESPONSIBLE RELATIONS

The Board and the Union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect.

To insure that this relationship continues and improves the Board and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit.

Both parties shall bring to the attention of all employees in the unit, including new employees, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

IN WITNESS THEREOF, the parties have caused this contract to be executed by its respective officers or agents on this 11 day of November 1977.

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Nancy L. [unclear]
[Handwritten signature]
[Handwritten signature]

Approved by: [Handwritten signature] 11-23-77
Acting Director - Division of Public Welfare Date