

CONTRACT

between

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC and its LOCAL 1082

(Non-Supervisory Unit)

JULY 1, 2009 through JUNE 30, 2012

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PREAMBLE

This Agreement is entered into by the MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Board") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC and its LOCAL 1082 (hereinafter referred to as the "Union").

ARTICLE I - UNION RECOGNITION

- A. The Board agrees to recognize the Communications Workers of America, AFL-CIO, CLC and its 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 Service Worker
Clerk
Clerk-Bookkeeper
Clerk-Stenographer
Clerk-Transcriber
Clerk-Typist
Data Entry Machine Operator
Employment Specialist
Health Aide
Home Service Aide
Human Services Specialist I
Human Services Specialist II
Human Services Specialist III
Income Maintenance Aide
Interpreter
Investigator, CWA
Messenger
Office Appliance Operator
Personnel Aide
Principal Account Clerk
Principal Account Clerk-Typing
Principal Clerk
Principal Clerk-Bookkeeper
Principal Clerk-Stenographer
Principal Clerk-Typist
Principal Data Entry Machine Operator
Principal Home Service Aide
Principal Office Appliance Operator
Receptionist (Typing)
Receptionist and Interpreter/Spanish
Rent and Housing Coordinator, Welfare

Secretarial Assistant - Typing
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 Data Entry Machine Operator
Senior Home Service Aide
Senior Key Punch Machine Operator
Senior Office Appliance Operator
Senior Receptionist
Senior Rent and Housing Coordinator
Senior Stock Clerk
Senior Telephone Operator
Senior Terminal Operator
Social Service Aide
Social Service Technician
Social Worker
Social Work Specialist
Stock Clerk
Telephone Operator
Telephone Operator/Receptionist
Terminal Operator
Training Technician

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
Assistant Administrative Supervisor of Income Maintenance
Assistant Administrative Supervisor of Social Work
Assistant Chief Investigator, CWA
Assistant Payroll Supervisor
Assistant Training Supervisor
Building Service Supervisor
Chief of Administrative Services

Chief Clerk
Chief Investigator, CWA
Child Support Coordinator
Consultant on Aging
Coordinator of Volunteers
Data Processing Coordinator
Deputy Director, Welfare
Director of Welfare
Field Office Supervisor
Fiscal Officer
Guard, Public Property
Homemaker Service Supervisor, CWA
Homemaker Service Supervisor/Senior Community Planner
Human Services Specialist IV
Human Services Specialist IV, Bilingual Spanish/English
Management Specialist
Payroll Supervisor
Personnel Officer
Principal Clerk-Stenographer to the Personnel Officer
Program Coordinator, Family Day Care
Public Information Officer
Security Guard
Secretarial Assistant to the Director/Deputy Director
Senior Accountant
Senior Investigator, CWA
Senior Investigator, CWA, Bilingual Spanish/English
Senior Investigator, Internal Security
Senior Personnel Technician
Senior Security Guard
Senior Training Technician
Social Work Supervisor
Supervising Administrative Analyst
Supervising Clerk
Supervising Clerk-Bookkeeper
Supervising Receptionist
Supervising Telephone Operator
Supervising Terminal Operator
Supervisor of Accounts
Supervisor of Data Entry Machine Operators
Supervisor of Property and Resources
Training Supervisor, CWA

- C. Any titles set forth in paragraph A above for which there is a bilingual variant in use at the Board of Social Services shall be incorporated within the bargaining unit description as though set forth at length therein, regardless of whether or not such "bilingual" notation is contained within said paragraph A.
- D. 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 Employment Relations Act.
- E. Workers receiving out-of-title pay to perform duties of a position excluded from the bargaining unit shall continue to be represented by the Union and entitled to all due benefits thereof. Workers temporarily or provisionally assigned to a title excluded from the bargaining unit, reported on a DPF-66 Form to the Civil Service Commission, shall not continue to be represented by the Union. The Union will be notified of these workers excluded from their bargaining unit under this Article at the time of appointment.

Deleted: State Department of Personnel

ARTICLE II - CONTRACT PERIOD

- A. This Agreement shall be effective from July 1, 2009 through June 30, 2012.

- B. By this Agreement, this contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this contract.

ARTICLE III - HOURS OF WORK

- A. 1. All full-time employees, except Building Maintenance staff, covered by this Contract shall adhere to a flex-time schedule as delineated below. Each schedule includes a 45 minute lunch and one (1) 15 minute break during each half-day of work. The flex-time schedules are:
- 8:00 A.M. - 3:45 P.M.
- 8:30 A.M. - 4:15 P.M.
2. Supervisors will assure unit coverage from 8:30 A.M. to 4:15 P.M. with the following exception:
- a. Supervisor of the Receptionists will assure front desk coverage from 8:00 A.M. to 4:30 P.M.
- B. 1. Building Maintenance staff will work from 11:00 A.M. to 6:30 P.M., with 30 minutes for dinner and one (1) 15 minute break during each half-day of work. Building Maintenance staff may combine one (1) break with dinner, with the Supervisor's approval.
2. The part-time Building Service Worker in Perth Amboy will work from 8:00 A.M. to 12:00 Noon.

- C. A joint Management/Union Committee comprised of three (3) Management representatives and three (3) Union representatives shall work together to mutually resolve any problems and explore alternative flex-time programs.

- D. The Board reserves the right to change individual flex-time schedules in order to cover the following special circumstances: for attendance at training seminars and conferences. In such situations the Board will notify the employee as much in advance as possible. Upon completion of the seminar/conference, the employee shall return to his/her regular flex schedule.

- E. All employees shall punch/swipe in and out on the time clocks using the same standards, practices and procedures, although the mechanical devices may differ.

- F. Any employee called back to work after the conclusion of his/her normal work shift shall be entitled to a minimum of four (4) hours of compensation, portal-to-portal, at a rate of pay of time and one-half. The four hours must be non-contiguous with either the start or finish of the work day.

ARTICLE IV - HOLIDAYS AND LEAVES

A. Each employee covered by this Agreement shall be allowed four (4) days per annum for personal reasons, including religious observances. Personal days must be pro-rated for employees in the first year of service according to time earned, i.e., employee earns one-half (1/2) day every one and one-half (1 1/2) months, with a maximum of four (4) 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 calendar year.

B. 1. Full time employees will be granted vacation leave as follows:

One (1) working day for each month of service, or major fraction thereof, during the remainder of the calendar year following date of appointment;

After one (1) year of service through five (5) years of service, twelve (12) working days per year;

After five (5) years of service through nine (9) years of service, fifteen (15) working days per year;

After nine (9) years of service through twelve (12) years of service, sixteen (16) working days per year;

After twelve (12) years of service through fifteen (15) years of service, twenty (20) working days per year;

After fifteen (15) years of service through twenty (20) years of service, twenty-one (21) working days per year;

After twenty (20) years of service, twenty-five (25) working days per year.

- a. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Board of Social Services or other county office of the same county, provided there is no break in service of more than one (1) week. Any increase in vacation days based on years of continuous county service will be credited at the beginning of the calendar year in which the employee attains it with the anticipation that his/her employment will be continuous throughout the calendar year.

2. Part-time employees will earn vacation leave on a pro-rated basis in accordance with B.1.

3. Seasonal employees will be granted pro-rated vacation leave on the basis stated in B.1.

4. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.

5. Accumulation of Vacation - Where, in any calendar year, the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence

or parts thereof not granted shall accumulate and may be carried over into the next succeeding calendar year only.

6. Vacation for Veterans - A returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided that latter can be taken during the year of return.

7. 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 Section 5 above, based on the last approved compensation rate for the deceased employee.

- C. 1. Sick leave shall be accrued at the rate of one (1) day per month or major fraction thereof during the remainder of the first calendar year of employment and one and one-quarter (1 1/4) days per month thereafter. Sick days may be accumulated indefinitely. Sick leave shall be granted in accordance with the following definition:

- a. Sick leave means the absence of an employee from duty because of:
 - i. illness, injury, pregnancy disability or exposure to contagious disease;
 - ii. necessary attendance upon a member of the immediate family who is seriously ill;

iii. the death of any person in the employee's immediate family.

b. Immediate family means employee's spouse, child, legal ward, grandchild, foster child, mother, father, legal guardian, grandfather, grandmother, the brother, sister, father-in-law, mother-in-law, step-parent, or step-child of the employee. It also includes persons living in a spousal relationship, or other relatives of the employee residing in the employee's household.

2. A physician's certificate may be required whenever an employee is on sick leave for five (5) or more consecutive working days.

3. When the Board has reasonable suspicion of sick leave abuse or of an employee's capability of returning to work following illness, and the Board requires medical verification, the Board will pay doctors' fees which exceed the amount covered by the employee's insurance, and will provide transportation if the employee is at work.

D. All employees who retire from P.E.R.S. shall be entitled to receive a lump sum payment for unused accumulated sick leave earned during continuous, unbroken service since the most recent date of hire. 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 day of retirement, provided that such payment shall not

exceed \$15,000. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.

- E. Leaves of absence with or without pay may be granted according to Civil Service Commission rules and further clarified by agency procedure and shall not be unreasonably withheld.

- F. The Board shall grant up to six (6) months unpaid parental leave on the birth of a child, or serious illness of a child, (with documentation on a case-by-case basis), and up to six (6) months unpaid parental leave for the adoption of a child. Any leave granted under this section of Article 4 shall run concurrently with FMLA/FLA entitlement.

- G. Every employee covered by this Agreement shall receive up to five (5) days bereavement leave in the event of the death of that employee's spouse, child, parent, brother, sister, step-child in home or step-parent in home, or person living in a spousal relationship; up to three (3) days bereavement leave for the employee's grandparent, grandchild, step-parent not in the home, and step-child not in the home; up to two (2) days bereavement leave for the employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or relative who resides in the home of the employee. The "in-laws" set forth in this paragraph shall not include those of marriages terminated by divorce or annulment. The time during which this bereavement leave will be allowed shall be at the discretion of the employee within ten (10) days of the date of death. In extraordinary circumstances, this ten (10) day period may be extended with

notice to and approval of the employer.

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. 1. The following holidays will be observed:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

2. Whenever any above holiday falls on a Sunday, the following day is granted. Whenever such holiday falls on Saturday, it shall be granted on the preceding Friday. 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.

3. 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.

- J. The Board agrees to provide employees with quarterly statements indicating the balance of their unused sick, vacation and personal days.
- K. Each use of benefit time shall be for a minimum of 30 minutes. Any benefit time taken in excess of 30 minutes is to be used in 15 minute intervals.
- L. Employees with 10 – 14 years of continuous service are entitled to take a sabbatical without pay for up to 1 week (5 consecutive work days). All employees with at least 15 years of continuous service with the Board shall be entitled to take a sabbatical leave without pay for up to 2 weeks (10 work days) per year. Such leave shall be requested in advance by the employee in accordance with Agency leave of absence procedures, will be subject to Board approval, and shall not be less than 1 week (5 work days) in duration.
- M. Pursuant to agreement by the parties, a donated sick leave program has been established and the terms of that program are set forth in Article VIII of the Middlesex County Board of Social Services Personnel Policies and Procedures Manual. When a recipient is approved for the program, and with the employee's consent, the Personnel

Department will post on agency bulletin boards the name(s) of eligible leave recipients by the next work day.

ARTICLE V – MEDICAL INSURANCE

A. Health and Hospitalization Insurance

1. Eligibility

All Board employees on the Board payroll for not less than sixty (60) days and their eligible dependents shall be eligible to enroll in any of the Board offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

2. Level of Benefits

The Board, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependents on the payroll as of July 1, 2001 the three (3) HMO options, as available on July 1, 2001 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who are currently enrolled in the Traditional Indemnity Plan as of July 1, 2001 shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents currently enrolled in any other medical care plan

may not subsequently enroll in the Traditional Indemnity Plan. In the event the Board desires to re-enter the State Health Benefits Plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the applications of this contract.

3. Employee Contribution to Premium Costs

- a. All eligible Board employees on the payroll or on authorized leave as of the date of the execution of this contract shall continue to receive medical insurance benefits at full cost to the Board without contribution of payment by the employee for as long as they are continuously so employed. Employees who separate from Board service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter Board service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new Board service shall be consecutive and without actual interruption of service.

- b. Employees who enter Board service or become eligible for medical insurance coverage after July 1, 2001 shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in A. 2 above, except new hires may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

- c. New employees, as defined above, whose annual base salary is \$25,000 or less,

shall not be required to contribute to premium payment for health insurance coverage.

- d. New employees, as defined above, earning an annual base salary in excess of \$25,000 shall be required to contribute toward premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs of Selected Plan</u>	<u>Annual Ceiling of Contributions</u>
\$25,001 - \$30,000	25%	\$ 400
\$30,001 - \$35,000	35%	\$ 650
\$35,001 - \$40,000	45%	\$ 900
\$40,001 - \$45,000	55%	\$ 1,250
\$45,001 - \$50,000	65%	\$ 1,500
\$50,001 +	75%	\$ 1,750

- e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the Board on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan

administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year. The Board may not increase or alter an employee's required contribution at any other time.

4. Post Retirement Coverage

Employees who retire on a disability pension, or who retire after 25 or more years of service credit in the retirement system administered by the State of New Jersey, or who retire at age 62 or older with at least 15 years of service with the Board at the time of retirement and their eligible dependents, but not their survivors, will be provided continued medical insurance benefits in any of the available plans with the premiums paid by the Board in accordance with County policy.

5. The Board further agrees that the alternate for its member on the Fund Commissioners Board shall be a Union Representative selected by the Union with all rights and privileges as are afforded all such Alternates.

B. The Board and the Union agree on the current practice by which each employee is covered by dental insurance through the Middlesex County Employees Group Dental Insurance Program, or a similar plan of equal benefit. The plan includes two options; one plan provides traditional indemnity coverage, the other is an HMO type pre-paid P.O.P. plan. The schedule of payments shall be that which is adopted by the Middlesex County Board of Chosen Freeholders for the above-mentioned contract period. Dependent

coverage premiums will be shared by the Board and the employees. The per-pay premium deductions are as follows:

<u>Coverage</u>	<u>HMO Plan</u>	<u>Traditional Plan</u>
Single	\$.88	\$ 0.00
Modified Family	\$ 5.26	\$ 6.12
Family	\$ 7.21	\$ 20.99

In the event there is any proposed change in this plan by the County of Middlesex before the expiration of this Agreement, the parties agree to immediately reopen negotiations regarding same.

- C. Each individual employee and retiree eligible for continuation of medical benefits paid by the Board and eligible dependents are covered by a drug prescription program, administered by National Prescription Administrators, Inc., or a similar plan. The co-payment for the prescription benefit is \$3.00 for non-generic drugs and \$0. for generic drugs. Effective 7/1/2010 the prescription co-pays shall be \$5.00 (non-generic) and \$3.00 (generic). Current retirees and employees who retire during the term of this agreement and are eligible for continuation of medical benefits paid by the Board shall have prescription co-payments of \$3.00 (non-generic) and \$0 (generic).

- D. The Board and the Union agree on the implementation of a Vision Care Program for all employees who have completed at least two (2) months of continuous service with the

Board. Each covered employee shall be eligible to receive a maximum of \$120 per two-year period as reimbursement for vision care services. The eligible family member's group, composed of spouse and/or dependent children, shall be eligible to receive an aggregate maximum of \$100 per two-year period as reimbursement for vision care services. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual. Effective 7/1/2010 vision care reimbursement for covered employees shall be increased from \$120.00 to \$140.00 per two year period.

- E. The Board agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program, effective January 1, 1981, in accordance with P.L. 1980, Chapter 18, approved March 26, 1980. It is understood that said law requires contributions from the employer and the employee.

- F. The Board and the Union agree to mutually solicit sufficient brochures of all insurance benefits for all employees.

- G. The Board and the Union agree on current practice by which employees and appropriate family members are covered by an employee assistance program, known as UMDNJ Employee Assistance Program, or a similar plan of equal benefit.

- H. 1. The Board will extend to a maximum period of ninety (90) days all medical insurance coverage of eligible employees and their covered dependents upon

exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the Board paying the cost.

2. In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employee may still prepay all medical coverage premiums for the next 270 days of the approved leave of absence following the period of ninety (90) days paid for by the Board, as provided in the paragraph above.

- I. The Board through Middlesex County will continue to offer an IRS Section 125 Flexible Spending Account program (FSA) which allows employees to contribute pre tax dollars from their salary into accounts that pay for out-of-pocket health care expenses and work related daycare expenses. The procedures and policies governing FSAs can be found in Article VIII of the Personnel Manual. The Board will provide FSA forms and information to employees each year during the open enrollment period.

- J. The Board agrees to make available to employees a Long Term Care Group Insurance Plan, similar to the State of New Jersey Plan, at the option and expense of the employee.

ARTICLE VI - COMPENSATION

- A. When there are major additions to the workload which have to be done within time limits, Administration will not expect to have this accomplished within the normal work hours. Therefore, it shall be accomplished on overtime. Overtime will be offered to qualified employees according to seniority and rotated in order to equalize.

- B. Overtime compensation, at the rate of time and one-half, shall be paid by the Board to all employees who work in excess of 35 hours per week. The overtime rate for all hours worked on Sundays and holidays will be double time. Overtime compensation must be authorized by the Director, Deputy Director, or his/her designee.

- C. If an employee works outside of his/her classification at the request of the Administration for one (1) or more days per week, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, for the total number of hours worked outside of his/her classification during that week. All out-of-title work affecting members of this unit shall require prior approval at the level of Administrative Supervisor or above.

- D. Employees who work during periods of reduced staff (skeletal crew) shall earn compensatory time at the rate of time and one-half for all such hours worked. This shall be in addition to their regular pay.

ARTICLE VII - HIRING, PROMOTION, LAYOFF & REHIRE

- A. All entry-level vacancies resulting from terminations or promotions and all promotional level vacancies must be posted for a minimum of five (5) working days, provided there is no Civil Service Commission certification list which must be disposed of within two (2) or less weeks of the date when the position becomes vacant. If CWA brings to the Board's attention a civil service posting of a title in use within the Board of Social Services, the Board will post such notice on the Agency bulletin boards on which such notices are normally posted. The Board assumes no responsibility for any necessary follow-up required of employees who wish to seek a position so posted.
- B. Unless demoted, laid off, or disciplined, persons presently employed by the Board who have permanent status in any title shall not receive a reduction in pay.
1. In the event management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect permanent employees, said employees will be given notice of layoff at least fifty (50) calendar days and, if feasible, sixty (60) calendar days, prior to the reduction in force.
 2. The Board agrees to discuss any issue regarding layoffs within two weeks of receipt of such request from the Union, with the understanding that management is not relinquishing any management rights concerning layoffs.

- C. The Board is committed to maintaining its policy of no layoffs and, in this regard, it is the Board's intention to continue to lessen the possibility of layoffs to the fullest extent possible and take all viable pre-layoff actions, and to offer and implement appropriate voluntary alternatives to layoffs.

- D. The Personnel Department will notify the Middlesex County Board of Social Services negotiation unit President, Secretary and Chief Steward via their Union email addresses immediately upon the Personnel Department's receipt of information concerning resignations and terminations and, additionally will either post a notice of all transfers on Agency bulletin boards or, if not posted, will immediately notify the above designated representatives of same. The Union will notify the Director and Personnel Office of their email addresses and any change in officers or email addresses within 5 days of the change.

- E. In all cases where vacancies occur on unfilled budget lines in any department, and there is a need to fill the position(s), the Director shall immediately request of the proper authorities that an examination be held for the purpose of filling the vacancy and shall notify the Middlesex County Board of Social Services negotiations unit President, Secretary and Chief Steward via their Union email address.

- F. Seniority shall be the determining factor in all promotions within the Agency if all other qualifications as outlined in Agency policy are substantially equal. All promotions are

subject to rules and regulations of the Civil Service Commission.

- G. If a vacancy occurs which allows the Board to appoint a provisional employee, the Board agrees that former employees will be given priority for rehire, providing there has been satisfactory performance before layoff and the employee continues to meet Agency employment standards and/or requirements. Those persons laid off will be notified of a potential job opening prior to any general advertising. There is a twelve (12) month limit to this preferential consideration. It is the former employee's obligation to notify the Board of any change of address.
- H. In the event Management determines that a department-wide layoff due to financial exigencies or programmatic changes must take place which will affect provisional employees, the following procedures will be observed.
1. The Middlesex County Board of Social Services negotiation unit President, Secretary and Chief Steward via their Union email addresses shall be notified of the layoff as far in advance as possible.
 2. Affected employees shall be given a generalized notice of layoff at least thirty (30) calendar days and, if feasible, sixty (60) calendar days, prior to the reduction in force.
 3. Employees serving in the same job classification within a work unit affected who,

in the judgment of Management, are on formal corrective action or suspension for disciplinary reasons at the time of layoff, or are lacking with respect to having achieved necessary and/or expected certifications, degrees, or like qualifications, or are lacking the abilities and/or skills necessary to perform current or future work assignments, shall, at the option of Management, be laid off first. Due consideration shall be given to the concept of affirmative action.

4. Where, in the judgment of Management, the elements set forth in Paragraph 3 above do not distinguish employees affected by the reduction in force, such employees serving in the same job classification within the work unit shall be laid off in inverse order of job classification seniority.

- a. For purposes of this Article, an employee shall begin to accrue job classification seniority as of six (6) months subsequent to the effective date of the employee's initial appointment to the particular job classification to which he/[she](#) is assigned. Employees who are appointed to a new job title (due to promotion, for example) subsequent to having served the initial six (6) month period shall begin to accrue job classification seniority three (3) months subsequent to the effective date of the employee's appointment to such new job title, provided that there has been no break in service. An employee's job classification seniority approved prior to layoff shall be continued and again begin to accrue immediately upon the employee's return to full employment status in the same job title in which he had been

serving prior to the layoff. Job classification seniority shall continue to accumulate until there is a break in service. Employees on unpaid leave of absence or layoff shall not accrue job classification seniority during the leave or during the period of layoff. Employees who are reinstated due to improper applications of this Article shall not suffer any loss of seniority accrued.

5. Nothing herein shall convey any bumping rights to employees covered by this Article. Failure to comply with any element of this Article shall not result in delaying the effectuation of the layoff, and any errors identified with respect to the application of this procedure shall be corrected on a prospective basis only. Back pay shall not be awarded.

6. The appointing authority shall create and maintain recall lists by title composed of those employees who were laid off. The list shall continue in existence for twelve (12) months following the date of layoff. Employees who are fully qualified and possess the credentials determined necessary for the position, whose performance has been satisfactory and who are capable of performing the assigned work shall be recalled in inverse order of layoff. The appointing authority shall not be required to recall employees who were laid off pursuant to paragraph 3 of this Article. However, such employees may be recalled at the option of the appointing authority when the list of eligible employees is exhausted.

7. Procedure: The appointing authority shall simultaneously notify by regular mail and certified mail at least three (3) eligible employees of a vacancy in their particular title, and a copy of such notice shall be forwarded to the Middlesex County Board of Social Services negotiations unit President, Secretary and Chief Steward via their Union email addresses. The most senior employee affirmatively and timely responding to the notice shall fill the position. The employee must respond within two (2) weeks of the receipt of the notice. The letter of recall shall specify the latest date by which the employee may timely contact the appointing authority. Employees who do not respond in a timely manner may be permanently removed from the list. Each employee shall be responsible for keeping the appointing authority advised of his/her current address and phone number. The employee must report to work within a reasonably prompt period of time, which in no case shall exceed twenty (20) calendar days. Failure to report within the timeframe set forth above may result in forfeiture of the position to which the employee had been recalled and elimination from the recall list.
 - a. Employees who are recalled retain original date of hire as seniority date for seniority purposes only, not benefit time. This would affect promotion, transfer, parking, but not accumulation of benefit time.

ARTICLE VIII - FACILITIES AND EQUIPMENT

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

- B. 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.

- C. The Board agrees to provide first aid emergency training to two (2) employees chosen by the Union, per office, per annum.

- D. The Board agrees to make every reasonable effort to provide an employees' lounge in each office.

- E. The Board agrees to make glare screens available for all computer monitors.

- F. The Board agrees to install an 8-bike locker/rack for employees as soon as reasonably practical in 2010. The Union agrees to have unit members sign waiver forms which acknowledge that they agree to waive any claims for damage or theft of their bikes.

ARTICLE IX - CHILD CARE

- A. The Board agrees to abide by County policy regarding child care for employees of the Board.

ARTICLE X - PERSONNEL PRACTICES

- A. Each employee covered by this Agreement 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. An annual training session on retirement benefits and changes to same shall be offered to all employees, with the understanding that attendance is voluntary.

- B. Each employee shall have the right to see his/her personnel file once per year upon request to the Director or his/her designee. Employees shall have the right to see their personnel file at other times pertinent to grievances. A representative of the Union may, with the employee's written authorization, accompany said employee while he/she reviews his/her file.
 - 1. The employee shall have the right to see and respond to any document in his/her personnel file. Such response shall be directed to the Director of the Board and shall be included in the respondent's personnel file.

 - 2. 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.

3. The employee shall have a right to one (1) copy of each document in his/her personnel file. Two (2) days advance notice must be given to request copies. Allowance will be made for emergent situations. Employees requesting a second copy of any document in his/her personnel file will be charged ten (\$.10) cents per page for each copy made.

- C. Every employee shall receive a stub with his paycheck itemizing all deductions and year-to-date totals.

- D. Inclement Weather Policy. If the Governor declares State offices, State-wide, to be closed and/or the County declares County offices closed, the Board will be closed.

- E. Effective with the implementation of this Agreement, the Board will provide thirty (30) copies of the Personnel Manual to the Union, as well as one (1) to each unit. Health Benefits Pamphlets will be provided to all employees.

- F. The Board agrees to provide the Union an updated seniority list of all employees covered by this Agreement once in each calendar year.

- G. The Board shall notify the Union President or designee, in writing, no later than close of business the following workday when:

1. A Summary Report for Disciplinary Action is submitted;
2. An annual increment is denied;
3. A formal corrective action is presented;
4. A worker is sent home for the day;
5. An administrative-level disciplinary hearing is to be conducted;
6. An employee is discharged or suspended.

H. All employees shall have their annual evaluation completed and presented prior to their anniversary date.

I. Employees shall have the right for a Union representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to discipline.

ARTICLE XI - TRANSPORTATION AND REIMBURSEMENT

- A. Each employee covered by this contract shall be reimbursed for minor emergency repairs on County vehicles paid for by the employee, as well as any resulting reasonable and necessary transportation costs incurred by the employee in getting either to the office or home, whichever is appropriate.

- B. Employees who are authorized to use their own cars will be compensated at the designated IRS business mileage rate.

- C. Each employee who is required to utilize his/her automobile on Board business shall receive, in addition to the above-mentioned expenses, an allowance of \$50.00 per month toward the cost of his/her 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.

- D. All employees covered by this Agreement shall be eligible for parking benefits on the basis of seniority. The Board shall provide space, within budgetary and allocation limitations, in County authorized parking facilities.

ARTICLE XII - 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 of resolving grievances between the parties covered by this Agreement.

B. Definitions

1. The term "grievance" shall mean an allegation that there has been:
 - a. A violation, misinterpretation or misapplication of the terms of this Agreement;
 - b. An inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy or orders applicable to the Board of Social Services.

2. The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.

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 within fifteen (15) working days of its occurrence to the appropriate Department Head. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Department Head shall schedule a hearing within ten (10) working days of receipt of the grievance and shall render a decision in writing to the grievant within ten (10) working days of the hearing.

Step 1 may be waived by mutual agreement between the parties.

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 ten (10) working days of the written response from Step 1. The Director or Deputy Director shall hold a hearing within fifteen (15) working days of the request for the hearing and render a decision within ten (10) working days.

Step 3

If the grievance is not settled through Step 2, 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 ten (10) working days of the written response from Step 2. Within thirty (30) calendar days of receipt of the notice from the grievant, a hearing shall be held before a committee chosen by the Board, consisting of three (3) members of the Board. The committee shall render a written decision on the grievance within ten (10) working days of the close of the hearing. If the Board and the Union mutually agree, the Step 3 hearing before the Board may be replaced by mediation before an officer of the Public Employment Relations Commission. Election of the Board hearing or mediation is to the exclusion of and eliminates the other process, and the process elected shall be the sole process under Step 3. The function of the Commission mediator shall be to assist the parties to come to a voluntary settlement of the grievance.

Step 4

- a. If no settlement of the grievance has been reached between the parties, the

grievance may be moved to arbitration only by the Union within thirty (30) working days of receipt of a decision from Step 3.

- b. (1) Any unresolved grievance may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within thirty (30) working days after receipt of the Step 3 decision.
- (2) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Civil Service Commission. 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. Should the Union wish to move a grievance to arbitration, the Union shall notify the American Arbitration Association or the Public Employment Relations Commission 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 or the Public Employment Relations Commission, respectively. 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.

- d. 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 (30) days of the hearing.
- e. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement, and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination.
- f. The cost of the arbitrator and his/her 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.
- g. 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.

Deleted: State Department of Personnel

- h. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Board of Social Services' authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

- i. The decision or award of the arbitrator shall be final and binding on the Board of Social Services, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement. Disciplinary disputes shall be subject to the Grievance Procedure herein set forth, except that arbitration, if selected, shall be advisory, except as may be permitted by law.

- j. 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 employees for time spent either as a grievant, witness, a Union representative, Union Recorder, or Union observer 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. If, due to medical or legal reasons, the grievant is not available to sign the grievance form, a Union representative may sign on behalf of the grievant in order to satisfy contractual time periods. Once the grievant returns to work, he/she must sign the grievance form in order to continue processing the grievance.

G. Grievance resolutions or decisions at Step 1 through Step 4 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.

H. One (1) Union member, designated by the Union, shall be allowed a maximum of one (1) hour during working hours to investigate each grievance.

ARTICLE XIII - UNION RIGHTS

- A. The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union dues. Dues shall be two (2) hours pay per month based on a 40-hour work week, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. The Board will supply to each employee, upon request, a statement of the amount of Union dues paid during the preceding year.

- B. The Board further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee equal to eighty-five (85%) percent of the Union dues, as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.

- C. Deduction of Union dues and representation fees made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D.C. 20001, by the tenth (10th) day of the month following the calendar month in which deductions are made, together with a list of

employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union President.

- D. The Board agrees to provide payroll deductions for the CWA Savings and Retirement Trust, the amount to be deducted as per employee's request on a written authorization form provided by the Union to the Board, effective on or about January 1, 1981. Subsequent cancellation of such deduction by the employee must be reflected on a written form provided by the Union to the Board.
- E. 1. The Union shall have a permanent spot on the public agenda of the regularly scheduled meetings of the Board, at which time a Union representative may address the Board as to any issue relating to Board operations.
2. The Union shall be permitted to have one (1) member attend the public session of the monthly Board meetings. Said member shall incur no loss of pay for time so spent.
3. 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.

- F. The Board agrees to grant twenty-four (24) months leave of absence without pay in each calendar year to be taken by no more than two (2) persons, not from the same department at any one (1) time, in segments of no less than three (3) months. The Union must notify the Board in writing thirty (30) days in advance of the time that the leave is to be effective. Any employee granted this leave is required to pay the entire cost of continuing their employee benefits while on said leave without pay.

- G. Union members, to be designated by the Union, shall be granted forty (40) days per calendar year with full pay to attend any Union conference or convention which must be attended by a Union member during working hours. The Union shall request, in writing, these days at least one (1) week in advance of the conference or convention. In emergent situations, the Board shall consider exceptions to requesting these days one (1) week in advance. A maximum of six (6) unused days may be carried into the succeeding calendar year only.

- H. Union Stewards and officers will be granted an aggregate of one hundred (100) unpaid days per calendar year to attend to Union business. The Union shall submit written request for these days at least one (1) week in advance. In emergent situations, the Board shall consider exceptions to the one (1) week advance request for use of this time.

A maximum of seven (7) unused days may be carried into the succeeding calendar year only.

- I. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of any of the above deductions.

- J. The total Union time contained in Article XIII of either the Supervisory or Non-Supervisory Agreements shall be shared between the Supervisory and Non-Supervisory units and shall be allocated at the Union's discretion.

ARTICLE XIV - 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, armed forces obligations, sexual preference, political or religious opinions or affiliations or physical handicaps.

- 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, armed forces obligations, sexual preference, political or religious opinions or affiliations, physical handicaps, participation in Union activities, or language spoken.

- C. 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.

ARTICLE XV - EDUCATION AND TRAINING

- A. The purpose of public assistance staff development is to enable the Middlesex County Board of Social Services to achieve its operating goals effectively and efficiently. The quality and extent of service the Board is able to provide is dependent on the competence and skill of the staff charged with delivering these services. Therefore, increasing the competence of staff in order to assure the highest quality of public assistance programs is a continuing objective.
- B. To fulfill the above objective, the Board is committed to:
1. Maintaining staff development and training personnel.
 2. Educational Leave Committee, which shall contain at least one member of the Union, who shall be selected by the Union.
 3. Components including initial in-service training, programmatic in-service training, management and supervisory training, career/professional development, and academic, degree-oriented and other long-term educational programs.
 4. All training conferences pertaining specifically to the Board shall be posted on bulletin boards, and notices will be sent to unit supervisors by the Training Department.

5. The Board will attempt to secure information on as many in-service training courses and/or seminars by March 1st of each calendar year. As many as are known by March 1st will be published by March 15th in a booklet form for all employees to review. Additional courses/seminars will be posted as they become known and distributed in a reasonable manner.

6. Expenses incurred by employees who attend special conferences and seminars approved by the Board shall be paid in accordance with the Agency Personnel Manual. Travel costs and necessary fees, as approved, will be paid for attendance at approved conferences. For any approved conferences wherein a payment for meals is reimbursable, the payment shall be up to a maximum of:

Breakfast - \$7.50; Lunch - \$10.00; Dinner - \$20.00.

Effective 7/1/2011 these reimbursements shall be modified to a maximum of:

Breakfast - \$10.00; Lunch - \$15.00; Dinner - \$30.00

7. Twenty (20) aggregate days with pay shall be granted by the Board for employees to attend approved Welfare Conferences. For Welfare Conference attendance, the Agency Personnel Manual and past practice shall prevail.

8. In January of each year, the Board will conduct a written survey of all employees in an attempt to determine training needs and interests of the staff.

ARTICLE XVI - JURY PAY

- A. When an employee covered by this contract serves as a juror, said employee shall receive full pay less jury pay. When an employee is notified to serve as a juror, he/she should present the official notice to his/her supervisor as soon as possible, but no later than fourteen (14) days in advance of the scheduled date to appear in court. If the employee fails to notify the Board as indicated, the employee could only be entitled to jury pay.

ARTICLE XVII - LONGEVITY

A. 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:

1. All eligible employees shall be entitled to receive Longevity which will be based upon their salary (maximum base \$30,000.00) as of December 31st of the previous year, starting with the completion of the eighth (8th) year of service, i.e.:

9 through 15 years of service	4%
16 through 20 years of service	6%
21 years and over	8%

B. If the Board of Chosen Freeholders makes a change in its Longevity Plan which would allow for any increase or upgrade of the plan herein specified, the Board of Social Services agrees to implement said change as of its effective date.

ARTICLE XVIII - SALARIES

- A. Employees covered by this Agreement shall be compensated in accordance with the following:
1. Effective July 1, 2009, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 2008 which shall remain status quo effective July 1, 2009 as found in Appendix A of this Agreement.
 2. Effective July 1, 2010, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 2009 to the Compensation Schedule effective July 1, 2010 found in Appendix A of this Agreement, which reflects approximately a 2% increase in maximum rates only over the Compensation Schedule effective July 1, 2009.
 3. Effective July 1, 2011, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 2010 to the Compensation Schedule effective July 1, 2011 found in Appendix A of this Agreement, which reflects approximately a 2% increase in maximum rates only over the Compensation Schedule effective July 1, 2010.
 4. Effective July 1, 2009, employees holding the title of "Income Maintenance Aide" will be moved to Salary Range 10.

- B. All employees serving in positions covered by this Agreement classified by the Civil Service Commission with a bilingual variant shall receive an \$800 annual salary differential which will be paid in bi-weekly installments, in addition to their base salaries. Effective January 1, 2011 the variant shall be increased to \$900 per annum and effective January 1, 2012 the variant shall be increased to \$1,000 per annum.
- C. Employees not at the maximum of their salary range shall be entitled to a merit increment on the anniversary date, provided they have satisfactorily completed at least one year of continuous service.
1. Employees shall be entitled to a merit increment on a quarterly basis as follows:
 - a. Employees hired on January 3 through April 1 shall receive an increment on April 1st of the following year.
 - b. Employees hired on April 2 through July 1 will receive an increment on July 1st of the following year.
 - c. Employees hired on July 2 through October 1 will receive an increment on October 1st of the following year.
 - d. Employees hired on October 2 through December 31 will receive an increment on January 1st of the second year following date of hire.

- e. Those hired on January 1 and January 2 will receive their increment on January 1st of the following year.

- 2. Anniversary dates, once established by the date of hire, will not change as a result of promotion. Anniversary dates which changed as a result of promotion prior to the effective date of this Agreement will remain as previously changed.

- D. The Board agrees to provide uniforms to employees in the titles Home Service Aide, Senior Home Service Aide, Building Maintenance Worker, Building Service Worker, Senior Building Maintenance Worker, and Senior Building Service Worker, in a manner and method to be determined by the Board.

- E. Effective July 1, 2001, hiring rates for all titles covered by this Agreement shall be at Step 3 of the appropriate salary range. Any employee below Step 3, as of July 1, 2001, shall be brought to Step 3 at that time.

- F. 1. All employees in the titles Human Services Specialist I, and Human Services Specialist I, Bilingual, shall be provisionally promoted to the position of Human Services Specialist II or Human Services Specialist II, Bilingual, effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Human Services Specialist I or Human

Services Specialist I, Bilingual. The provisional promotions set forth herein are not construed to be automatic but, rather, are a reward for satisfactory service. The Board reserves the right to withhold such promotion for good cause.

2. All employees in the titles Building Maintenance Worker and Building Service Worker shall be provisionally promoted to the position of Senior Building Maintenance Worker or Senior Building Service Worker, effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Building Maintenance Worker or Building Service Worker. The provisional promotions set forth herein are not construed to be automatic but, rather, are a reward for satisfactory service. The Board reserves the right to withhold such promotion for good cause.

3. All employees in the titles Clerk and Clerk, Bilingual Spanish/English shall be provisionally promoted to the positions of Senior Clerk or Senior Clerk, Bilingual Spanish/English, effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Clerk or Clerk, Bilingual Spanish/English. The provisional promotions set forth herein are not construed to be automatic but, rather, are a reward for satisfactory service. The Board reserves the right to withhold such promotion for good cause.

G. Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one (1)

increment of the present salary range (5% of the base of the range) plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

- H. Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one (1) increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. Another acceptable procedure would be to reconstruct the employee's salary on the basis of the employee's previous employment record.
- I. If any person previously employed by the Board is rehired by the Board, returning to the same or related position, the Board shall give special salary consideration to this person.
- J. All employees who are employed on a seasonal basis shall advance one step on the Compensation Schedule after they have satisfactorily completed 12 months of cumulative service.

ARTICLE XIX - EFFECTIVE LAWS

- A. 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 affect 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 XX - 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. No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation of any professional advantage or any adverse evaluation of his/her professional services without just cause. In non-disciplinary situations, no employee shall be deprived of a professional advantage 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 XXI - HEALTH AND SAFETY COMMITTEE

- A. The Board agrees to the formation of a permanent Health and Safety Committee to be comprised of eight (8) persons. Of the eight, four (4) shall be selected by the Union to represent the employees, and four (4) 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, and recommending corrective measures. The existence of the Committee and the names of the Committee members will be posted conspicuously and updated when necessary.
- B. 1. The Board agrees to provide a healthful and safe working environment.
2. Violations of lease provisions will be vigorously pursued and diligent corrective action will be taken by the Board to assure compliance. When a health and safety violation occurs that involves corrective action by the landlord, the Board will notify the landlord of the problem within one working day of its occurrence. The Union will receive a copy of the notification. When the landlord responds, the Union will be notified within 24 hours with a description of the proposed corrective action and when the action will be taken.

- C. The Board shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. In the event the Board, in its sole discretion, shall deem it hazardous or unhealthful for employees to occupy all or any portion of premises maintained by the Board, the Board in such instance shall not require employees to continue to work in such hazardous or unhealthful areas until the Board, in its sole discretion, deems the condition corrected or abated. The Board agrees to act in a reasonable and prudent manner in carrying out the intent of this paragraph.
- D. Employees will not be expected to operate Board vehicles in an unsafe condition. Any such condition shall be reported immediately to the employee's immediate supervisor for appropriate action. This shall not be construed as relieving the employee of his/her obligation to report to work in a timely fashion.
- E. The Board shall arrange for a testing of air quality in all offices occupied by the Board, once per contract period, by the Middlesex County Department of Health, and shall provide the Union with copies of the results of such tests. A Union member of the Health and Safety Committee may accompany the persons making such tests. Should the Union desire additional testing, same shall be permitted at the sole expense of the Union upon reasonable notice to Management, provided that such testing shall not interfere with the orderly conduct of the Board's business. Additionally, Management

will provide the Union with a list of the products used for cleaning, exterminating and for the reproductive equipment.

- F. The Union has the right to bring up a matter of health and safety at the Board meeting, and if same is brought before the Board, the Board will consider the issue and respond within five (5) working days. If no settlement is reached, the matter may be moved to arbitration only by the Union in accordance with the grievance procedure.

ARTICLE XXII - RESPONSIBLE RELATIONS

- A. 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.

- B. To insure that this relationship continues and improves, the Board and the Union and the 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.

- C. Both parties shall bring to the attention of all employees in the unit, including new employees, and all employees of the Board, including its representatives, 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.

ARTICLE XXIII - FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all bargainable issues, which were the subject of negotiations. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only and executed by both parties.

ARTICLE XXIV - EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on this day of , 2010.

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, CLC and its
LOCAL 1082

MIDDLESEX COUNTY BOARD OF
SOCIAL SERVICES

APPENDIX A

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES
CLASSIFICATION AND COMPENSATION SCHEDULE FOR
CWA LOCAL 1082 CONTRACT
EFFECTIVE 7/1/09**

<u>Title</u>	<u>Salary Range</u>
Account Clerk	09
Account Clerk (Typing)	09
Building Maintenance Worker	08
Building Service Worker	08
Clerk	07
Clerk Bookkeeper	09
Clerk Bookkeeper, Typing	09
Clerk Stenographer	10
Clerk Transcriber	10
Clerk Typist	09
Clerk Typist and Interpreter	10
Data Entry Machine Operator (Variants)	11
Employment Specialist	19A
Health Aide	11
Home Service Aide	10
Income Maintenance Aide	10
Human Services Specialist I	14
Human Services Specialist II	16
Human Services Specialist III	19A
Interpreter	08
Investigator, County Welfare Agency	19A
Messenger	10
Office Appliance Operator	09
Personnel Aide	14A
Principal Account Clerk	14A
Principal Account Clerk, Typing	14A
Principal Clerk	13A
Principal Clerk-Bookkeeper	14A
Principal Clerk-Stenographer	15
Principal Clerk-Transcriber	14A
Principal Clerk-Typist	14A
Principal Data Entry Machine Operator	15
Principal Home Service Aide	13A
Principal Office Appliance Operator	13A

**APPENDIX A
 CLASSIFICATION AND COMPENSATION SCHEDULE
 CWA LOCAL 1082 CONTRACT
 EFFECTIVE 7/1/09**

<u>Title</u>	<u>Salary Range</u>
Receptionist	09
Receptionist (Typing)	09
Receptionist & Interpreter	09
Rent and Housing Coordinator, Welfare	19A
Secretarial Assistant, Typing	17
Senior Account Clerk	11
Senior Account Clerk Typing	12
Senior Building Maintenance Worker	11
Senior Building Service Worker	11
Senior Clerk	11
Senior Clerk-Bookkeeper	11
Senior Clerk-Stenographer	11
Senior Clerk Transcriber	11
Senior Clerk Typist	12
Senior Data Entry Machine Operator (Variants) (Effective 7/1/07 – Range 12)	11
Senior Home Service Aide	11
Senior Office Appliance Operator	11
Senior Receptionist (Variants)	11
Senior Rent and Housing Coordinator, Welfare	21
Senior Stock Clerk	12
Senior Telephone Operator	11
Social Service Aide	10
Social Service Technician	13A
Social Worker	19A
Social Work Specialist	21
Stock Clerk	09
Telephone Operator	10
Telephone Operator Receptionist	10
Training Technician	19A

APPENDIX B

HEALTH AND SAFETY

Notwithstanding the provisions of Article XXI of both the Supervisory and Non-Supervisory Contracts, there shall be only one (1) Health and Safety Committee. The Union shall have the right to appoint up to four (4) members of the Committee. These members may come from either the Supervisory or Non-Supervisory unit, or both. In no instance shall the aggregate exceed four (4) members.