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**ADDENDUM TO**

**CONTRACT BETWEEN**

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1082**

*(Clerical Workers)*  
**Effective July 1, 1985 through June 30, 1988**

**X Addendum Effective July 1, 1987 through June 30, 1988**

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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, 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, Local 1082 as the sole and exclusive bargaining representative of employees in the following job titles:

Account Clerk  
Account Clerk (Typing)  
Assistant Payroll Supervisor  
Building Maintenance Worker  
Building Service Supervisor  
Building Service Worker  
Child Support Specialist  
Child Support Specialist, Bilingual Spanish/English  
Child Support Supervisor  
Child Support Worker  
Child Support Worker, Bilingual  
Clerk  
Clerk-Bookkeeper  
Clerk-Stenographer  
Clerk-Transcriber  
Clerk-Typist  
Clerk-Typist, Bilingual in Spanish and English  
Data Entry Machine Operator  
Employment Specialist  
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**  
**Income Maintenance Worker**  
**Income Maintenance Worker, Bilingual/Spanish**  
**Interpreter, Bilingual**  
**Investigator, CWA**  
**Messenger**  
**Office Appliance Operator**  
**Payroll Supervisor**  
**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**  
**Program Coordinator, Family Day Care**  
**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 Guard**  
**Senior Home Service Aide**  
**Senior Investigator, CWA**  
**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**  
**Senior Training Technician**  
**Social Service Aide**  
**Social Service Technician**  
**Social Worker**  
**Social Worker, Bilingual in Spanish and English**  
**Social Work Specialist**  
**Social Work Supervisor**  
**Stock Clerk**  
**Supervisor of Data Entry Machine Operations**  
**Supervising Clerk**  
**Supervising Clerk-Bookkeeper**  
**Supervising Receptionist**  
**Supervising Telephone Operator**  
**Supervising Terminal Operator**  
**Supervisor of Accounts**  
**Supervisor of Property and Resources**  
**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 Training Supervisor**  
**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**  
**Homemaker Service Supervisor/Senior Community Planner**  
**Management Specialist**  
**Personnel Officer**  
**Principal Clerk-Stenographer to the Personnel Officer**  
**Public Information Officer**  
**Secretarial Assistant to the Director/Deputy Director**  
**Senior Accountant**  
**Senior Personnel Technician**  
**Supervising Administrative Analyst**  
**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 Employment Relations Act.
  
- D. 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 State Department of Personnel, shall not continue to be represented by the Union. The Union will be notified of those workers excluded from their bargaining unit under this Article, at the time of appointment.



**ARTICLE II - CONTRACT PERIOD**

- A. This Agreement shall be effective from July 1, 1985 through June 30, 1988, except that at the request of the Union in writing prior to July 1, 1987, the Union and the Board shall undertake negotiations to discuss readjustment of salaries and three (3) other articles chosen by each party, if desired, for July 1, 1987.
- 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.
- C. Should the State of New Jersey and/or the County of Middlesex adopt or allow for an increase or improvement in the following items prior to the termination of this Agreement, the Board agrees to reopen negotiations on such increase or improvement within twenty (20) days of receipt of written request for negotiations from the Union. If both parties agree to such increase or improvement, it shall be submitted for review and subject to approval by the Middlesex County Board of Chosen Freeholders.

Medical Insurance

Longevity

Sick Leave

Employees' Child Care\*

Arbitrability of unresolved grievances  
involving appointment, promotion or  
assignment or matters within the  
exclusive province of the State  
Department of Personnel

\*Subject to the Board opening a child care facility.

**ARTICLE III - HOURS OF WORK**

- A. 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.

- B. Building Maintenance staff will work from 11:00 A.M. to 6:45 P.M. with 45 minutes for dinner and one (1) 15-minute break during each half-day of work.
- C. A joint Management/Union Committee comprised of the Director, Deputy Director, Personnel Officer and three (3) Union representatives shall work together to mutually resolve any problems and explore alternative flex-time programs.
- D. All employees shall punch in and out on the time clocks using the same standards, practices and procedures.
- E. Any employee called back to work after the conclusion of his/her normal workshift shall be entitled to a minimum of four (4) hours of compensation, portal-to-portal, at a rate of pay of time-and-a-half. The four (4) hours must be non-contiguous with either the start or finish of the workday.

**ARTICLE IV - HOLIDAYS AND LEAVES**

A. Each employee covered by this Contract shall be allowed four (4) 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 one-half ( $\frac{1}{2}$ ) day every one and one-half ( $1\frac{1}{2}$ ) 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. Effective January 1, 1984, 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 year of service through five years of service, twelve (12) working days per year;

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

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

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

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

Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the welfare board or other county office of the same county provided there is no break in service of more than one 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 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 (5) above, based on the last approved compensation rate for the deceased employee.
- C. 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  $1\frac{1}{4}$  days per month thereafter. Sick days may be accumulated indefinitely. Sick leave shall be granted in accordance with the following definition:

Sick leave means the absence of an employee from duty because of

1. illness, injury, pregnancy disability or exposure to contagious disease,
  
2. necessary attendance upon a member of the immediate family, including a person living in the household in a spousal relationship, or other relative living in the employee's household who is seriously ill,
  
3. the death of any of those persons listed in (2.) above.

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

- D. All employees who retire from P.E.R.S. after January 1, 1977, 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 ( $\frac{1}{2}$ ) 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 \$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 State Department of Personnel Rules and further clarified by Agency procedure, and shall not be unreasonably withheld.

The Board shall grant up to six (6) months unpaid parental leave on the birth of a child, on serious illness of a child with documentation (on a case-by-case basis), and up to six (6) months unpaid parental leave prior to the adoption of a child under six (6) years of age.

F. Every employee covered by this Contract 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; up to three (3) days Bereavement leave for grandparent, grandchild, and step-child not in the home; up to two (2) days Bereavement leave for son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, relative who resides in the home of the employee, or person living in a spousal relationship. 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.

G. 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.

H. 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

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.



In the event the Board of Chosen Freeholders of Middlesex County should declare December 26, 1986 as a holiday for County employees, it shall be considered a holiday for employees of the Board of Social Services.

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.

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

**ARTICLE V - MEDICAL INSURANCE**

- A. 1. The Board and the Union agree on the current practice by which each individual employee is covered by health insurance through the New Jersey State Health Benefits Plan, which includes the options of Blue Cross/Blue Shield, Major Medical and Rider J, or by a health maintenance organization available through New Jersey State Health Benefits, if geographically appropriate as determined by the employee's residence.
2. Employee's eligible dependents who are enrolled in the above health insurance program will be covered and the premiums will be paid by the Board up to the cost of such coverage under Blue Cross/Blue Shield, Major Medical and Rider J Option of the New Jersey State Health Benefits Plan.
- 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 administered by the Great West Life Assurance Company and the other by Unity Dental. 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>Great West</u>	<u>Unity Dental</u>
Single	\$ 0	\$ 2.35
Modified Family	\$ 3.46	\$ 9.12
Family	\$ 15.00	\$ 16.84

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

- C. The Board and the Union agree on current practice by which each individual employee and eligible dependents are covered by a Drug Prescription Program, known as National Prescription Administrators insured by Capitol Marketing Agency, Inc., or a similar plan with a \$1.25 deductible.
  
- D. The Board and the Union agree on current practice by which employees who retire and who have completed 25 years of service credit in the Public Employees Retirement System will have hospitalization insurance paid by the Board upon such retirement, according to County policy.
  
- E. 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 \$80 per two-year period as reimbursement for vision care services. The eligible family members group, composed of spouse and/or dependent children, shall be eligible to receive an aggregate maximum of \$60 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.

- F. 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 employee.
  
- G. The Board and the Union agree to mutually solicit sufficient brochures of all insurance benefits for all employees.
  
- H. 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 Priority One, or a similar plan of equal benefit.
  
- I.
  - 1. The Middlesex County Board of Social Services 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 of Social Services 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 two hundred and seventy (270) days of the approved leave of absence following the period of ninety (90) days paid for by the Board of Social Services, as provided in the paragraph above.

**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.
  
- 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, Deputy Director or his/her designee.
  
- C. If an employee works outside of his/her classification at the request of the Administration for 3½ or more hours 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.

**ARTICLE VII - HIRING, PROMOTIONAL, LAY-OFF AND REHIRE**

- 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 the State Department of Personnel. 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 State Department of Personnel certification list which must be disposed of within two or less weeks of the date when the position becomes vacant.
- B. Unless there is a loss of funding or elimination of a program or disciplinary action, 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.
1. In the event Management determines that a department-wide lay-off 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 lay-offs within two (2) weeks of receipt of such request from the Union with the understanding that Management is not relinquishing any management rights concerning lay-offs.

- C. Replacement of employees shall be continuous; replacement efforts shall begin immediately upon employee's notification of intent to leave. The Personnel Department will notify the Union 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 Union of same.
  
- D. 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.
  
- E. 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 State Department of Personnel.
  
- F. 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 lay-off 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-month limit to this preferential consideration. It is the former employee's obligation to notify the Board of any change of address.
  
- G. 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 shall be observed:

1. **The Union 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 judgement of Management, are on formal corrective action or suspension for disciplinary reasons at the time of lay-off; 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 judgement 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.**

**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 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.

**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 Union. 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 their current address and phone number. The employee must report to work within a reasonably prompt period of time which, in no case, shall exceed 20 calendar days. Failure to report within the time frame set forth above may result in forfeiture of the position to which the employee had been recalled and elimination from the recall list.

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 Contract 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.

**ARTICLE IX**

**(RESERVED FOR FUTURE USE)**

**ARTICLE X - 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. 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 be given the opportunity to review the contents of his/her Personnel file upon request to the Director or his/her designee. A representative of the Union may, with the employee's written authorization, accompany said employee while he/she reviews his/her file.

The employee shall have the right to 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.

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.

Effective with the approval of this Agreement, all warnings and reprimands over fifteen (15) months old and all corrective actions over twenty-four (24) months old shall be deleted from the Agency's employee Personnel file provided there are

no subsequent reprimands, warnings, corrective and/or disciplinary actions in the file. When a corrective action is removed from the file, all references to the corrective action in other documents in the file will also be deleted.

The employee shall have a right to one 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 a 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 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. When an employee is discharged or suspended.

H. 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 rate of 20¢/mile.
  
- C. Each employee who is required to utilize his/her automobile on Board of Social Services business shall receive, in addition to the above-mentioned expenses, an allowance of \$10.00 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.
  
- E. Upon reasonable notice to Management, Agency allocated parking in the closest proximity to the facility will be provided, if available, to retired employees visiting the Agency on business relating to their past employment provided a temporary permit is requested and issued.



## **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 for 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 of Social Services 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.

**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, except matters involving appointment, promotion, or assignment or matters within the exclusive province of the State Department of Personnel may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within thirty (30) working days after the 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 State Department of Personnel. 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.

- (3) Where the grievance involved an alleged violation of individual rights specified in State Department of Personnel Law and Rules for which a specific appeal to the State Department of Personnel is available, the individual may present his/her complaint to the State Department of Personnel directly. The grievant may pursue the State Department of Personnel 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.
- 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 State Department of Personnel. 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 declaration of opinions 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.
  
- 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 employee for time spent either as a grievant, witness, one Union Representative, Union Recorder, or Union Observer in any step of the Grievance Procedure. An individual Union Observer is limited to observe each step of the Grievance Procedure one time only.
- 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 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 85% 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, 1925 K Street, N.W., Washington, D.C. 20006, by the tenth (10th) day of the month following the calendar month in which such 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 of Social Services, 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 fifteen (15) 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 time, in segments of no less than three (3) months. The Union must notify the Board thirty (30) days, in writing, 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 week in advance of the conference or convention. In emergent situations the Board shall consider exceptions to requesting these days one 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 fifty (50) unpaid days per calendar year to attend to Union business. The Union shall submit written request for these days at least one week in advance. In emergent situations, the Board shall consider exceptions to the one-week advance request for use of this time. A maximum of seven (7) unused days may be carried into the succeeding calendar year only.

For the period July 1, 1985 through December 31, 1985, Union Stewards and Officers will be granted an aggregate of twenty-five (25) unpaid days to attend to Union business. A maximum of three and one-half (3½) unused days may be carried into the succeeding calendar year.

- 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.

**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 or physical handicaps or participation in Union activities.
  
- 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**

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.

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 - \$5.00; Lunch - \$6.50; Dinner - \$13.50;
  
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 July 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**

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**

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 \$24,000) as of December 31st of the previous year, 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%

If the Board of Chosen Freeholders make 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**

Employees covered by this Agreement shall be compensated in accordance with the following:

**A. Effective July 1, 1985**

1. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective January 1, 1985 to the Compensation Schedule effective July 1, 1985 found in Appendix A of this Agreement, which reflects approximately a four (4%) percent increase over the Compensation Schedule effective January 1, 1985.
2. Titles compensated on Ranges 1 through 9 will be moved step-to-step up one range on the Salary Schedule.
3. The July 1, 1985 Compensation Schedule reflects the inclusion of one additional step (10th Step) on each salary range, which establishes a new maximum for each salary range. All employees who had reached max on or before July 1, 1984, and who have a satisfactory evaluation for the 12-month period ending June 30, 1985, shall receive an Anniversary Increment placing them on the tenth (10th) step of their salary range effective July 1, 1985.

**B. Effective January 1, 1986**

1. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 1985 to the Compensation Schedule effective July 1, 1986 found in Appendix A of this Agreement, which reflects approximately a two (2%) percent increase over the Compensation Schedule effective July 1, 1985.
  
2. The following titles will be moved step-to-step up one range on the Salary Schedule:

Payroll Supervisor

Supervising Clerk

Supervising Clerk-Bookkeeper

Supervising Receptionist (Variants)

Supervising Terminal Operator

Supervisor of Accounts

Supervisor of Data Entry Machine Operations

The title Supervising Telephone Operator shall be compensated on Range 15, effective January 1, 1986.

**C. Effective July 1, 1986**

1. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective January 1, 1986 to the Compensation Schedule effective July 1, 1986 found in Appendix A of

this Agreement, which reflects approximately a four (4%) percent increase over the Compensation Schedule effective January 1, 1986.

2. The July 1, 1986 Compensation Schedule reflects the inclusion of one additional step (11th Step) on each salary range, which establishes a new maximum for each salary range. All employees who had reached max on or before July 1, 1985, and who have a satisfactory evaluation for the 12-month period ending June 30, 1986, shall receive an Anniversary Increment placing them on the eleventh (11th) step of their salary range effective July 1, 1986.

D. Effective January 1, 1987

1. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 1986 to the Compensation Schedule effective January 1, 1987 found in Appendix A of this Agreement, which reflects approximately a two (2%) percent increase over the Compensation Schedule effective July 1, 1986.

E. Effective July 1, 1987

All titles covered by this Contract will receive a one (1) range increase which will be implemented by moving each employee step-to-step up one range on the Compensation Schedule effective January 1, 1987 found in Appendix A of this Agreement.

**F. Effective January 1, 1988**

1. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective January 1, 1987 to the Compensation Schedule effective January 1, 1988, found in Appendix A of this Agreement, which reflects approximately a two (2%) percent increase over the Compensation Schedule effective January 1, 1987.
2. The January 1, 1988 Compensation Schedule reflects the inclusion of one (1) additional step (twelfth [12th] step) on each salary range, which establishes a new maximum for each salary range. All employees who had reached Max on or before January 1, 1987 and who have a satisfactory evaluation for the 12-month period ending December 31, 1987, shall receive an anniversary increment placing them on the 12th Step of their salary range effective January 1, 1988.
3. Effective January 1, 1988, all employees serving in positions covered by this Agreement classified by the State Department of Personnel with a Bilingual Spanish/English variant shall receive a \$500 annual salary differential, which will be paid in bi-weekly installments in addition to their base salaries.

- G. 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 (1) 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. 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 Contract will remain as previously changed.**

- H. The Board agrees to provide uniforms to employees in the titles Home Service Aide; Senior Home Service Aide; Guard, Public Property; 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.
- I. Hiring rates for all titles covered by this Contract shall be at Step 1 of the appropriate salary range, with the exception of the following titles whose hiring rates will be as indicated below:

Building Maintenance Worker - Step 3, Range 6 (Range 7, 7/1/87)

Building Service Worker - Step 3, Range 6 (Range 7, 7/1/87)

Clerk - Step 3, Range 5 (Range 6, 7/1/87)

- J. 1. All employees in the titles Income Maintenance Technician and Income Maintenance Technician, Bilingual shall be provisionally promoted to the position of Income Maintenance Worker or Income Maintenance Worker, Bilingual effective the beginning of the pay period following the date the employee has attained one (1) year of permanent status in the title Income Maintenance Technician or Income Maintenance Technician, Bilingual.
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.

3. All employees in the titles Clerk and Clerk, Bilingual in Spanish/English shall be provisionally promoted to the positions of Senior Clerk or Senior Clerk, Bilingual in Spanish/English effective the beginning of the pay period following the date the employee has attained one year of permanent status in the title Clerk or Clerk, Bilingual in Spanish/English.

- K. 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 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.

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 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.

- L. 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.

**ARTICLE XIX - 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 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 evaluated adversely or 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 and will include one (1) Union person from each office, plus the Union President 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. The existence of the Committee and the names of the Committee members will be posted conspicuously and updated when necessary.

B. The Board agrees to provide a healthful and safe working environment.

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 area 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.

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.

- D. The Board shall arrange for a testing of air quality in all offices occupied by the Board once per year, during the months of June to September, 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.
  
- E. 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.

**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 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.
  
- C. 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.

**APPENDIX A**

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES**  
**CLASSIFICATION AND COMPENSATION SCHEDULE FOR**

**C.W.A. LOCAL 1082 CONTRACT**

**REVISED EFFECTIVE 7/1/87**

<b><u>TITLE</u></b>	<b><u>SALARY RANGE</u></b> <b><u>EFF. 7/1/87</u></b>
Account Clerk	08
Account Clerk (Typing)	08
Assistant Payroll Supervisor	14A
Building Maintenance Worker	07
Building Service Supervisor	18
Building Service Worker	07
Child Support Specialist	19
Child Support Specialist, Bilingual in Spanish and English	19
Child Support Supervisor	23
Child Support Worker	16
Child Support Worker, Bilingual in Spanish and English	16
Clerk	06
Clerk, Bilingual in Spanish and English	06
Clerk Bookkeeper	08
Clerk Bookkeeper, Typing	08
Clerk Stenographer	09
Clerk Stenographer, Bilingual in Spanish and English	09

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES  
CLASSIFICATION AND COMPENSATION SCHEDULE (C.W.A.)**

<b><u>TITLE</u></b>	<b><u>SALARY RANGE</u> <u>EFF. 7/1/87</u></b>
Clerk Transcriber	09
Clerk Typist	08
Clerk Typist, Bilingual in Spanish and English	08
Clerk Typist and Interpreter, Bilingual in Spanish and English	09
Data Entry Machine Operator (Variants)	10
Employment Specialist	19
Guard, Public Property	11
Health Aide	11
Health Aide, Bilingual in Spanish and English	11
Home Service Aide	09
Home Service Aide, Bilingual in Spanish and English	09
Homemaker Service Supervisor, County Welfare Agency	23
Income Maintenance Aide	08
Income Maintenance Aide, Bilingual in Spanish and English	08
Income Maintenance Specialist	19
Income Maintenance Specialist, Bilingual in Spanish and English	19
Income Maintenance Supervisor	23
Income Maintenance Technician	14
Income Maintenance Technician, Bilingual in Spanish and English	14
Income Maintenance Worker	16
Income Maintenance Worker, Bilingual in Spanish and English	16
Interpreter, Bilingual in Spanish and English	07
Investigator, County Welfare Agency	19

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES  
CLASSIFICATION AND COMPENSATION SCHEDULE (C.W.A.)**

<b><u>TITLE</u></b>	<b><u>SALARY RANGE</u> <u>EFF. 7/1/87</u></b>
Investigator, County Welfare Agency, Bilingual in Spanish and English	19
Messenger	09
Messenger, Bilingual in Spanish and English	09
Office Appliance Operator	08
Payroll Supervisor	18
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 Home Service Aide, Bilingual in Spanish and English	13A
Principal Office Appliance Operator	13A
Program Coordinator, Family Day Care	23
Receptionist	08
Receptionist (Typing)	08
Receptionist and Interpreter, Bilingual in Spanish and English	08

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES  
CLASSIFICATION AND COMPENSATION SCHEDULE (C.W.A.)**

<b><u>TITLE</u></b>	<b><u>SALARY RANGE</u> <u>EFF. 7/1/87</u></b>
Rent and Housing Coordinator, Welfare	19
Rent and Housing Coordinator, Welfare, Bilingual in Spanish and English	19
Secretarial Assistant, Typing	17
Senior Account Clerk	11
Senior Account Clerk Typing	11
Senior Building Maintenance Worker	10
Senior Building Service Worker	10
Senior Clerk	10
Senior Clerk, Bilingual in Spanish and English	10
Senior Clerk Bookkeeper	11
Senior Clerk Stenographer	11
Senior Clerk Stenographer, Bilingual in Spanish and English	11
Senior Clerk Transcriber	11
Senior Clerk Typist	11
Senior Clerk Typist, Bilingual in Spanish and English	11
Senior Data Entry Machine Operator (Variants)	11
Senior Guard, Public Property	12
Senior Home Service Aide	11
Senior Home Service Aide, Bilingual in Spanish and English	11
Senior Investigator, County Welfare Agency	23
Senior Investigator, County Welfare Agency, Bilingual in Spanish and English	23



**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES  
CLASSIFICATION AND COMPENSATION SCHEDULE (C.W.A.)**

<b><u>TITLE</u></b>	<b><u>SALARY RANGE</u> <u>EFF. 7/1/87</u></b>
Senior Office Appliance Operator	10
Senior Receptionist (Variants)	11
Senior Rent and Housing Coordinator, Welfare	21
Senior Stock Clerk	12
Senior Telephone Operator	11
Senior Telephone Operator, Bilingual in Spanish and English	11
Senior Training Technician	23
Social Service Aide	08
Social Service Aide, Bilingual in Spanish and English	08
Social Service Technician	13A
Social Service Technician, Bilingual in Spanish and English	13A
Social Worker	19
Social Worker, Bilingual in Spanish and English	19
Social Work Specialist	21
Social Work Specialist, Bilingual in Spanish and English	21
Social Work Supervisor	23
Social Work Supervisor, Bilingual in Spanish and English	23
Stock Clerk	08
Supervising Clerk	18
Supervising Clerk Bookkeeper	18
Supervising Receptionist (Variants)	18
Supervising Telephone Operator	16

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES  
CLASSIFICATION AND COMPENSATION SCHEDULE (C.W.A.)**

<b><u>TITLE</u></b>	<b><u>SALARY RANGE</u> <u>EFF. 7/1/87</u></b>
Supervising Terminal Operator	18
Supervisor of Accounts	20
Supervisor of Data Entry Machine Operations	20
Supervisor of Property and Resources	23
Telephone Operator	09
Telephone Operator, Bilingual in Spanish and English	09
Telephone Operator Receptionist	09
Training Technician	19

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES  
SALARY GUIDE  
JANUARY 1988

STEP--> RANGE	1	2	3	4	5	6	7	8	9	10	11	MAX
0	8883	9311	9739	10167	10594	11022	11450	11878	12306	12734	13161	13606
1	9311	9760	10209	10659	11108	11557	12006	12455	12905	13354	13803	14269
2	9760	10232	10703	11175	11647	12119	12590	13062	13534	14005	14477	14965
3	10232	10727	11222	11718	12213	12708	13203	13699	14194	14689	15185	15696
4	10727	11247	11767	12287	12807	13327	13847	14367	14887	15407	15928	16464
5	11247	11793	12339	12885	13431	13977	14523	15069	15616	16162	16708	17270
6	11793	12367	12940	13513	14087	14660	15233	15807	16380	16953	17527	18116
7	12367	12969	13571	14173	14775	15377	15979	16581	17183	17785	18387	19005
8	12969	13601	14233	14865	15497	16129	16761	17393	18025	18658	19290	19938
9	13601	14264	14928	15592	16256	16919	17583	18247	18910	19574	20238	20918
10	14264	14961	15658	16355	17052	17749	18446	19143	19840	20537	21234	21947
11	14961	15693	16425	17157	17888	18620	19352	20084	20815	21547	22279	23027
12	15693	16461	17230	17998	18766	19535	20303	21071	21840	22608	23377	24161
13	16135	16942	17749	18556	19362	20169	20976	21783	22589	23396	24203	25010
13A	16461	17268	18075	18882	19688	20495	21302	22109	22916	23722	24529	25352
14	16942	17789	18636	19483	20330	21178	22025	22872	23719	24566	25413	26260
14A	17285	18133	18979	19826	20672	21520	22367	23214	24061	24908	25755	26619
15	17789	18679	19568	20458	21347	22236	23126	24015	24905	25794	26684	27573
16	18679	19613	20546	21480	22414	23348	24282	25216	26150	27084	28018	28952
17	19613	20593	21574	22554	23535	24516	25496	26477	27458	28438	29419	30399
18	20593	21623	22652	23682	24712	25741	26771	27801	28830	29860	30890	31919
19	21623	22704	23785	24866	25947	27029	28110	29191	30272	31353	32434	33515
20	22704	23839	24974	26110	27245	28380	29515	30650	31786	32921	34056	35191
21	23839	25031	26223	27415	28607	29799	30991	32183	33375	34567	35759	36951
22	25031	26283	27534	28786	30037	31289	32540	33792	35044	36295	37547	38798
23	26283	27597	28911	30225	31539	32853	34168	35482	36796	38110	39424	40738

IN WITNESS THEREOF, the parties have caused this Addendum to be executed by its representative officers or agents on this 26<sup>th</sup> day of January, 1988.

C.W.A. LOCAL 1082

Alan Kaufman  
John G. Golden  
Philip Rubin  
Noomi Stark  
Roberta Fleishman  
Marshall Rabi  
Peter McEntyre  
Dabine

MIDDLESEX COUNTY BOARD  
OF SOCIAL SERVICES

Angela Macharovic  
Anna Y. Cab  
John J. [unclear]  
[unclear]  
[unclear]  
Howell Benedict