CONTRACT

between

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC and its LOCAL 1032

(Supervisory Unit)

JULY 1, 2020 through JUNE 30, 2024

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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 1032 (hereinafter referred to as the "Union").

ARTICLE I - UNION RECOGNITION

A. The Board agrees to recognize the Communications Workers of America, AFL-CIO, and its Local 1032 as the sole and exclusive bargaining representative of employees, whose titles permit the supervising of the activities of non-supervisory staff, in the following job titles:

Assistant Maintenance Supervisor Assistant Payroll Supervisor **Building Service Supervisor** Clerk 4 Crew Supervisor, Building Maintenance Workers Data Entry Operator 4 Homemaker Service Supervisor, CWA Human Services Specialist IV Human Services Specialist IV Bilingual English/Spanish Maintenance Supervisor Payroll Supervisor Senior Investigator, C.W.A. Senior Investigator, C.W.A. Bilingual Spanish/English Senior Training Technician Senior Training Technician B/L Social Work Supervisor Supervising Account Clerk Supervising Receptionist (Variants) Supervising Receptionist B/L Supervising Telephone Operator

- B. All other employees of the Board shall be excluded from the bargaining unit.
- 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 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.
- F. The parties agree that two employees working in payroll shall be excluded from the negotiations unit as Confidential.
- G. All regular full-time and part-time employees of the Board who perform negotiations unit work, meaning who perform duties that are the same as or substantially similar to the duties of the job titles listed in paragraph A above, shall be included in the negotiations unit represented by CWA, without regard to job title, job classification or number of hours worked, except that employees who are confidential employees, as that term is defined by N.J.S.A. 34:13A-3(g) of the Employer-Employee Relations Act, and casual employees employees who average fewer than four hours per week over a period of 90 days may be excluded from CWA's negotiations unit.

ARTICLE II - CONTRACT PERIOD

- A. This Agreement shall be effective from July 1, 2020 through June 30, 2024.
- 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 Agreement 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 exceptions:
 - 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.
- 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. Supervisors shall be required to act as temporary supervisors of units other than their own for short periods of time either at the beginning or end of their shift in order to insure supervisory coverage of workers in another unit who would otherwise be unsupervised due to employees and their regular supervisor working different flex-time schedules.
- F. 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.
- G. 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 (4) 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.
- Part-time employees will earn vacation leave on a pro-rated basis in accordance with
 B.1.
- 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. <u>Vacation for Veterans</u> 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. 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:
 - 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, 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.
- 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

Effective 2023 Juneteenth will be added as a holiday; Lincoln's Birthday will be eliminated; and Washington's Birthday will be renamed Presidents' 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.
- 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.

<u>ARTICLE V – MEDICAL INSURANCE</u>

A. <u>Health and Hospitalization Insurance</u>

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.

Effective January 1, 2023, the Point of Service Plan offered through the MCJIF shall have the following co-pays:

- Office visit co-pay shall be \$10.00 for both primary care physician and specialist.
- b. Urgent care visit co-pay shall be \$20.00.
- c. Emergency Room co-pay shall be \$50.00 per visit, waived if admitted.

3. Employee Contribution to Premium Costs

- Health care contributions for medical, prescription, dental and vision benefits
 shall be consistent with that required by P.L. 2011 Ch. 78.
- 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. 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, 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, and who completed 15 years of service or more of creditable service in a State of New Jersey administered pension system at any time during calendar year 2011 and who become eligible for health benefits from the Board based upon 25 or more years of service or who retire at age 62 or older with at least 15 years of service with the Board at the time of retirement will not be required to make contributions pursuant to Chapter 78 for their health benefits upon retirement. All employees and retirees not meeting the above criteria shall, effective July 1, 2020, contribute to the cost of their retiree benefits in accordance with P.L. 2011, Ch. 78.

- 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.
- C. Each individual employee and retiree eligible for continuation of medical benefits paid by the Board subject to P.L. 2011 Ch. 78 and eligible dependents are covered by a drug prescription

program, administered by CVS/CAREMARK, or a similar plan. The co-payment for the prescription benefit is \$0.00 for generic drugs, \$15.00 for preferred brand name, and \$30 for non-preferred brand name. There shall also be a Step Therapy Program and a Specialty Drug Management Program implemented. 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 in accordance with the County's medical insurance policy.

- 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 \$140 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.
- 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 Rutgers Behavioral Health 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 subject to the provisions of P.L. 2011, Ch. 78.
 - 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 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.
- J. <u>Survivor Benefits</u> The surviving spouse of an employee with 10 or more years of service with the Board who dies while on the payroll of the Board shall be entitled to a continuation of health benefit coverage for a period of 36 months from the date of death under the same terms and conditions as applied while the employee was alive, including contributions required under P.L. 2011, Ch. 78.

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.
 - 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.
 - 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.
- 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.
 - 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.
 - 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 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.
- 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

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

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.
 - 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.
 - 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-todate totals.
- D. <u>Inclement Weather Policy.</u> The Board will determine when its offices will be closed, or its hours of operation will otherwise be altered, on account of inclement weather.
- 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:
 - A Summary Report for Disciplinary Action is submitted;
 - An annual increment is denied;
 - A formal corrective action is presented;
 - A worker is sent home for the day;
 - 5. An administrative-level disciplinary hearing is to be conducted;
 - 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

- 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.
- 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.
- 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 violation, misinterpretation or misapplication of the terms of this
 Agreement;
 - 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

There shall be no loss of pay for employees for the time spent either as a grievant, a witness, a Union representative or a Union recorder in any step of the grievance procedure. There shall be no loss of pay for employees for time spent as the appellant or the Union representative at an In-House Disciplinary Hearing.

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 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.
- 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 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.
- 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. 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.
- F. 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.
- G. 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. 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.
- C. 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.

- D. 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.
 - 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.
- E. 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.

- F. Union members, to be designated by the Union, shall be granted forty (40) days per calendar year with full pay for the following purposes: (a) to attend any Union conference or convention, which must be attended by a Union member during working hours; (b) to participate in negotiations; (c) to represent employees at grievance meetings, arbitrations and other proceedings involving workplace issues, including discipline; (d) to attend arbitrations and other proceedings involving workplace issues; (e) union trainings; (f) new employee orientation sessions; and (g) other union sponsored events. The Union shall request, in writing, these days at least one (1) week in advance of the conference or convention or other permitted use of these days as set forth above. For calendar year 2022, the Union shall be permitted to carry over up to 15 unused union days from calendar years 2020 and 2021. Effective January 1, 2023, the Union shall be permitted to carry over a maximum of 10 unused Union leave days from one calendar year to the next.
- G. 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.
- H. 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.
- I. 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.

Employee Information

Beginning on January 1, 2022 and every 120 days thereafter, the Board shall provide the following contact information to CWA in Excel file format for each negotiations unit member: name, job title, worksite location; home address; work telephone number; home and personal cell phone number on file with the Board; date of hire, work email address, personal email address on file with the Board, payroll ID number, and the union membership status of each employee.

K. Access to Email

CWA shall have the right to use the Board's email system to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.

L. Use of Board Premises

Provided the following use of Board Premises does not interfere with Board operations, CWA shall have the right to: (1) meet with individual employees on the premises of the Board during the work day to investigate and discuss grievance, workplace-related complaints and other workplace issues; and (2) conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the Board's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreement, other matters related to the duties of the Union, and internal union matters involving the governance or business of the Union. The Board may charge CWA for maintenance, security and other costs related to the used of its premises that would not otherwise be incurred by the Board.

M. New Employee Orientations

CWA shall have the right to meet with newly hired employees, without charge to the pay or leave of the employees, for a minimum of thirty (30) minutes, within thirty (30) calendar days from the date of hire, during new employee orientations, or if the Board does not conduct new employee orientations, at individual or group meetings.

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.

D. Respect and Dignity

The parties agree that all bargaining unit employees shall be treated with respect and dignity, and that shall be reciprocated by unit employees to administrative and managerial employees.

E. Cameras and Security

- Cameras and other security equipment are currently located in stairwells, lobbies, elevators, client waiting areas, other areas in which clients are present, such as interviewing areas, and in exterior locations, but are not used to view or record employees in break rooms, offices, work cubicles or other work areas where clients are not present.
- 2. The parties acknowledge that the Board has disclosed to CWA the location of cameras and security equipment. The Board shall notify CWA prior to placing any cameras or security equipment in new locations that are inconsistent with paragraph 1. Notice from the Board shall include the reason for the placement of the cameras or security equipment. CWA shall have five (5) business days to object to the placement of the cameras or security equipment.

F. Cell Phone Use

- Cell phones shall be turned off, set to vibrate or put on silent mode during work hours, but may be visible and accessible to employees to enable employees to determine if an emergency requires their immediate attention.
- Cell phone use shall be confined to non-work time breaks and lunch except if
 there is an emergency that requires cell phone use. If possible, prior to using a cell
 phone during worktime to respond to an emergency, an employee shall notify their
 supervisor.
- Cell phones shall be used responsibly so as not to disrupt or interfere with the work of other employees.
- 4. Cells used to address emergencies shall not be used at an employee's workstation.

- Emergency, as used in this Section F, shall mean calls from a school nurse, a hospital regarding a family member, the police, or such other emergent events requiring an employee's immediate attention.
- 6. Supervisors shall have responsibility to enforce the provisions of this paragraph.

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.
 - Educational Leave Committee, which shall contain at least one member of the Union, who shall be selected by the Union.
 - 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.

- 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 \$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:
 - Effective June 30, 2021, all employees shall have their salaries adjusted step-to-step
 from the Compensation Schedule effective July 1, 2019 to the Compensation
 Schedule effective June 30, 2021 found in Appendix A of this Agreement, which
 reflects an across the board increase of two (2%) percent over the Compensation
 Schedule effective July 1, 2019.

For example, if on June 30, 2020 an employee was receiving a base salary of \$70,000, on June 30, 2021 the employee's salary shall increase to \$71,400 and the employee will receive a lump sum payment of \$1,400, representing 2% the employee's base salary for the period of July 1, 2020 through June 30, 2021. This lump sum payment shall be paid to employees currently on the Board's payroll.

2. Effective July 1, 2021, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective June 30, 2021 to the Compensation Schedule effective July 1, 2021 found in Appendix A of this Agreement, which reflects an across the board increase of 2.5% over the Compensation Schedule effective June 30, 2021. Retroactive pay shall be paid to employees currently on the Board's payroll.

- 3. Effective July 1, 2022, all employees shall have their salaries adjusted step to step from the Compensation Schedule effective July 1, 2021 to the Compensation Schedule effective July 1, 2022 found in Appendix A of this Agreement which reflects an across the board increase of 2.75% over the Compensation Schedule effective July 1, 2021.
- 4. Effective July 1, 2023, all employees shall have their salaries adjusted step to step from the Compensation Schedule effective July 1, 2022 to the Compensation schedule effective July 1, 2023 found in Appendix A of this Agreement which reflects an across the board increase of 2.75% over the Compensation Schedule effective July 1, 2022.
- Effective July 1, 2022 the minimum Range for all positions shall be Range 10 or above. Movement up to the higher range shall be step by step.
- 6. Following the application of the July 1, 2021 two and a half percent (2.5%) across-the-board increase, steps 1-2 shall be eliminated from all ranges and the start rates for each range shall be step 3.
 - a. Steps shall be renumbered so that the new ranges will consist of steps 1 through 12.
 - The increment for each step of each range shall be recalculated to equalize the increments between steps.
 - c. All employees at a step on the 2020 salary guide will be placed two (2) steps below on the new guide. For example, an employee on step 8 on the current

guide will be placed on step 6 of the new guide and an employee on step 3 of the current guide will be placed on step 1 of the new guide.

- 7. Each employee who has been at the maximum step of the range for at least one year prior to the effective date of the bonus payment set forth in this paragraph will receive a \$500 off base bonus payment, effective July 1, 2020, July 1, 2021, July 1, 2022 and July 1, 2023.
- Effective January 1, 2023, paychecks will be issued 24 times per year on the 15th and 30th of each month.
- B. All employees serving in positions covered by this Agreement classified by the Civil Service Commission with a bilingual variant shall receive a \$1000 annual salary differential which will be paid in bi-weekly installments, in addition to their base salaries.
- 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:
 - Employees hired on January 3 through April 1 shall receive an increment on
 April 1st of the following year.
 - Employees hired on April 2 through July 1 will receive an increment on July
 1st of the following year.

- 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.
- 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. 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.
- E. 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.

- F. 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.
- G. 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.
 - 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 ensure 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 , 2022.

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, and its LOCAL 1032	MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES
James Mc Usey CWA National Staff Representative	angelof macheron
CWA National Staff Representative	(3ml)
Maria a	Da. / Da.
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Puttista	Jean Coly Rebardon
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APPENDIX A - CLASSIFICATION & COMPENSATION SCHEDULE

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES CWA, LOCAL 1032 CONTRACT EFFECTIVE 7/1/2020

<u>Title</u>	Salary Range
Assistant Maintenance Supervisor	16
Assistant Payroll Supervisor	14A
Building Service Supervisor	18
Clerk 4	18
Crew Supervisor, Building Maintenance Workers	14
Data Entry Machine Operator 4	20
Human Services Specialist IV	23
Human Services Specialist IV B/L	23
Maintenance Supervisor	19A
Payroll Supervisor	18
Senior Investigator, County Welfare Agency	23
Senior Investigator, County Welfare Agency B/L	23
Senior Training Technician	23
Senior Training Technician B/L	23
Social Work Supervisor	23
Social Work Supervisor, B/L	23
Supervising Account Clerk	18
Supervising Receptionist (Variants)	18
Supervising Telephone Operator	16

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.

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES CWA BASE SALARIES 2021 SCHEDULE EFFECTIVE 7/1/2021 TO 6/30/2022

6/30/21 SALARIES INCREASED BY 2.5% AND EQUALIZED FROM 14 STEPS TO 12 ELIMINATING STEPS 1 AND 2 OF 2020 SCHEDULE

	OLD STEPS	3	4	5	6	7	8	9	10	11	12	12A	12B	
RANGE	NEW STEPS	1	2	3	4	5	6	7	8	9	10	11	12	RANGI
	INCREMENT			- 1			- 2							1
1	1,230	24,121	25,350	26,580	27,810	29,040	30,269	31,499	32,729	33,958	35,188	36,418	37,647	1
2	1,288	25,283	26,572	27,860	29,148	30,436	31,725	33,013	34,301	35,589	36,878	38,166	39,454	2
3	1,352	26,510	27,861	29,213	30,564	31,916	33,267	34,619	35,971	37,322	38,674	40,025	41,377	3
4	1,416	27,790	29,207	30,623	32,039	33,455	34,871	36,287	37,703	39,119	40,535	41,951	43,367	4
5	1,485	29,136	30,621	32,106	33,592	35,077	36,562	38,047	39,532	41,017	42,503	43,988	45,473	5
6	1,557	30,553	32,109	33,666	35,223	36,779	38,336	39,893	41,449	43,006	44,563	46,119	47,676	6
7	1,633	32,041	33,674	35,307	36,940	38,573	40,206	41,839	43,472	45,104	46,737	48,370	50,003	7
8	1,713	33,600	35,313	37,025	38,738	40,450	42,163	43,875	45,588	47,301	49,013	50,726	52,438	8
9	1,796	35,235	37,031	38,827	40,623	42,419	44,215	46,011	47,807	49,603	51,398	53,194	54,990	9
10	1,884	36,954	38,838	40,722	42,605	44,489	46,373	48,256	50,140	52,024	53,908	55,791	57,675	10
11	1,975	38,763	40,738	42,713	44,689	46,664	48,639	50,614	52,590	54,565	56,540	58,515	60,491	11
12	2,071	40,653	42,725	44,796	46,867	48,939	51,010	53,081	55,153	57,224	59,295	61,366	63,438	12
13	2,130	41,800	43,930	46,060	48,190	50,320	52,450	54,580	56,710	58,840	60,970	63,100	65,230	13
13A	2,173	42,646	44,819	46,993	49,166	51,339	53,512	55,686	57,859	60,032	62,206	64,379	66,552	13A
14	2,237	43,892	46,129	48,365	50,602	52,839	55,075	57,312	59,548	61,785	64,022	66,258	68,495	14
14A	2,282	44,781	47,063	49,345	51,628	53,910	56,192	58,474	60,756	63,039	65,321	67,603	69,885	14A
15	2,348	46,080	48,428	50,776	53,124	55,472	57,820	60,168	62,516	64,864	67,212	69,560	71,908	15
16	2,466	48,392	50,858	53,325	55,791	58,257	60,724	63,190	65,656	68,123	70,589	73,055	75,522	16
17	2,589	50,809	53,399	55,988	58,577	61,167	63,756	66,346	68,935	71,525	74,114	76,703	79,293	17
18	2,719	53,355	56,074	58,794	61,513	64,233	66,952	69,672	72,391	75,111	77,830	80,549	83,269	18
19	2,854	56,015	58,869	61,724	64,578	67,432	70,287	73,141	75,996	78,850	81,704	84,559	87,413	19
19A	2,926	57,415	60,341	63,266	66,192	69,118	72,044	74,970	77,896	80,822	83,748	86,673	89,599	19A
20	2,997	58,819	61,816	64,813	67,811	70,808	73,806	76,803	79,800	82,798	85,795	88,792	91,790	20
21	3,147	61,762	64,909	68,057	71,204	74,352	77,499	80,646	83,794	86,941	90,089	93,236	96,384	21
22	3,304	64,847	68,152	71,456	74,760	78,065	81,369	84,674	87,978	91,283	94,587	97,892	101,196	22
23	3,470	68,090	71,560	75,030	78,500	81,970	85,439	88,909	92,379	95,849	99,319	102,789	106,258	23

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES CWA BASE SALARIES 2022 SCHEDULE EFFECTIVE 7/1/2022 TO 6/30/2023

7/1/21 SALARIES INCREASED BY 2.75%

1/1/21 34	ALARIES INC	KEASED BY	2.75%											
	NEW STEPS	1	2	3	4	5	6	7	8	9	10	11	12	
RANGE	INCREMENT													RANGE
1	1,264	24,784	26,048	27,311	28,575	29,838	31,102	32,365	33,629	34,892	36,156	37,419	38,683	1
2	1,324	25,979	27,302	28,626	29,950	31,273	32,597	33,921	35,244	36,568	37,892	39,215	40,539	2
3	1,389	27,239	28,627	30,016	31,405	32,794	34,182	35,571	36,960	38,348	39,737	41,126	42,515	3
4	1,455	28,555	30,010	31,465	32,920	34,375	35,830	37,285	38,740	40,195	41,650	43,105	44,560	4
5	1,526	29,937	31,463	32,989	34,515	36,041	37,567	39,093	40,619	42,145	43,671	45,197	46,723	5
6	1,599	31,393	32,992	34,592	36,191	37,791	39,390	40,990	42,589	44,189	45,788	47,387	48,987	6
7	1,678	32,923	34,600	36,278	37,956	39,634	41,312	42,989	44,667	46,345	48,023	49,700	51,378	7
8	1,760	34,524	36,284	38,044	39,803	41,563	43,322	45,082	46,842	48,601	50,361	52,121	53,880	8
9	1,845	36,204	38,050	39,895	41,740	43,585	45,431	47,276	49,121	50,967	52,812	54,657	56,502	9
10	1,936	37,970	39,906	41,842	43,777	45,713	47,648	49,584	51,519	53,455	55,390	57,326	59,261	10
11	2,030	39,829	41,858	43,888	45,918	47,947	49,977	52,006	54,036	56,065	58,095	60,124	62,154	11
12	2,128	41,771	43,899	46,028	48,156	50,284	52,413	54,541	56,669	58,797	60,926	63,054	65,182	12
13	2,189	42,950	45,138	47,327	49,515	51,704	53,892	56,081	58,269	60,458	62,647	64,835	67,024	13
13A	2,233	43,819	46,052	48,285	50,518	52,751	54,984	57,217	59,450	61,683	63,916	66,149	68,383	13A
14	2,298	45,099	47,397	49,695	51,994	54,292	56,590	58,888	61,186	63,484	65,782	68,080	70,378	14
14A	2,345	46,012	48,357	50,702	53,047	55,392	57,737	60,082	62,427	64,772	67,117	69,462	71,807	14A
15	2,413	47,348	49,760	52,173	54,585	56,998	59,410	61,823	64,236	66,648	69,061	71,473	73,886	15
16	2,534	49,723	52,257	54,791	57,325	59,859	62,394	64,928	67,462	69,996	72,530	75,064	77,599	16
17	2,661	52,206	54,867	57,528	60,188	62,849	65,510	68,170	70,831	73,491	76,152	78,813	81,473	17
18	2,794	54,822	57,616	60,411	63,205	65,999	68,793	71,588	74,382	77,176	79,970	82,765	85,559	18
19	2,933	57,555	60,488	63,421	66,354	69,287	72,220	75,153	78,085	81,018	83,951	86,884	89,817	19
19A	3,006	58,994	62,000	65,006	68,013	71,019	74,025	77,032	80,038	83,044	86,051	89,057	92,063	19A
20	3,080	60,436	63,516	66,596	69,676	72,755	75,835	78,915	81,995	85,075	88,154	91,234	94,314	20
21	3,234	63,460	66,694	69,928	73,162	76,396	79,630	82,864	86,098	89,332	92,566	95,800	99,034	21
22	3,395	66,630	70,026	73,421	76,816	80,212	83,607	87,002	90,398	93,793	97,188	100,584	103,979	22
23	3,565	69,963	73,528	77,093	80,658	84,224	87,789	91,354	94,919	98,485	102,050	105,615	109,180	23

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES CWA BASE SALARIES 2023 SCHEDULE EFFECTIVE 7/1/2023 TO 6/30/2024

7/1/22 SALARIES INCREASED BY 2.75%

/1/22 SA	ALARIES INCI	REASED BY	2.75%											
	NEW STEPS	1	2	3	4	5	6	7	8	9	10	11	12	
RANGE	INCREMENT									No.				RANGE
1	1,298	25,466	26,764	28,062	29,360	30,659	31,957	33,255	34,553	35,852	37,150	38,448	39,746	1
2	1,360	26,693	28,053	29,413	30,773	32,133	33,493	34,853	36,214	37,574	38,934	40,294	41,654	2
3	1,427	27,988	29,415	30,842	32,268	33,695	35,122	36,549	37,976	39,403	40,830	42,257	43,684	3
4	1,495	29,340	30,835	32,330	33,825	35,320	36,815	38,310	39,805	41,300	42,795	44,290	45,785	4
5	1,568	30,761	32,328	33,896	35,464	37,032	38,600	40,168	41,736	43,304	44,872	46,440	48,008	5
6	1,643	32,256	33,900	35,543	37,186	38,830	40,473	42,117	43,760	45,404	47,047	48,691	50,334	6
7	1,724	33,828	35,552	37,276	39,000	40,724	42,448	44,171	45,895	47,619	49,343	51,067	52,791	7
8	1,808	35,474	37,282	39,090	40,898	42,706	44,514	46,322	48,130	49,938	51,746	53,554	55,362	8
9	1,896	37,200	39,096	40,992	42,888	44,784	46,680	48,576	50,472	52,368	54,264	56,160	58,056	9
10	1,989	39,015	41,003	42,992	44,981	46,970	48,958	50,947	52,936	54,925	56,913	58,902	60,891	10
11	2,085	40,924	43,010	45,095	47,180	49,266	51,351	53,436	55,522	57,607	59,693	61,778	63,863	11
12	2,187	42,920	45,107	47,294	49,480	51,667	53,854	56,041	58,228	60,414	62,601	64,788	66,975	12
13	2,249	44,131	46,379	48,628	50,877	53,126	55,374	57,623	59,872	62,121	64,369	66,618	68,867	13
13A	2,294	45,024	47,318	49,613	51,907	54,202	56,496	58,791	61,085	63,380	65,674	67,969	70,263	13A
14	2,361	46,339	48,701	51,062	53,423	55,785	58,146	60,507	62,869	65,230	67,591	69,953	72,314	14
14A	2,409	47,278	49,687	52,097	54,506	56,916	59,325	61,735	64,144	66,554	68,963	71,372	73,782	14A
15	2,479	48,650	51,129	53,608	56,086	58,565	61,044	63,523	66,002	68,481	70,960	73,439	75,918	15
16	2,604	51,090	53,694	56,298	58,902	61,506	64,109	66,713	69,317	71,921	74,525	77,129	79,732	16
17	2,734	53,642	56,376	59,110	61,844	64,577	67,311	70,045	72,779	75,512	78,246	80,980	83,714	17
18	2,871	56,330	59,201	62,072	64,943	67,814	70,685	73,556	76,427	79,298	82,169	85,041	87,912	18
19	3,014	59,138	62,151	65,165	68,179	71,192	74,206	77,219	80,233	83,246	86,260	89,273	92,287	19
19A	3,089	60,616	63,705	66,794	69,883	72,972	76,061	79,150	82,239	85,328	88,417	91,506	94,595	19A
20	3,164	62,098	65,263	68,427	71,592	74,756	77,921	81,085	84,250	87,414	90,579	93,743	96,908	20
21	3,323	65,205	68,528	71,851	75,174	78,497	81,820	85,143	88,466	91,789	95,112	98,435	101,758	21
22	3,489	68,463	71,951	75,440	78,929	82,418	85,906	89,395	92,884	96,372	99,861	103,350	106,838	22
23	3,663	71,887	75,550	79,213	82,877	86,540	90,203	93,866	97,530	101,193	104,856	108,520	112,183	23