

2-003:

STORAGE

12-00

Middlesex

Contract between

1-2-1980
MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1082

X effective JULY 1, 1980 — *1001*

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE I - UNION RECOGNITION	2
ARTICLE II - CONTRACT PERIOD	6
ARTICLE III - HOURS OF WORK	7
ARTICLE IV - HOLIDAYS AND LEAVES	9
ARTICLE V - MEDICAL INSURANCE	14
ARTICLE VI - COMPENSATION	19
ARTICLE VII - HIRING AND PROMOTIONAL PRACTICES	20
ARTICLE VIII - FACILITIES AND EQUIPMENT	22
ARTICLE IX - TRAINING	23
ARTICLE X - PERSONNEL PRACTICES	24
ARTICLE XI - TRANSPORTATION AND REIMBURSEMENT	27
ARTICLE XII - GRIEVANCES	29
ARTICLE XIII - UNION DUES, REPRESENTATION FEES AND SAVINGS DEDUCTIONS	40
ARTICLE XIV - FAIR PRACTICES	42
ARTICLE XV - EDUCATION	43

	<u>PAGE</u>
ARTICLE XVI - JURY PAY	44
ARTICLE XVII - LONGEVITY	45
ARTICLE XVIII - SALARIES	46
ARTICLE XIX - EFFECTIVE LAWS	50
ARTICLE XX - MANAGEMENT RIGHTS	51
ARTICLE XXI - HEALTH AND SAFETY COMMITTEE	53 v
ARTICLE XXII - UNION CONFERENCE DAYS	54
ARTICLE XXIII - RESPONSIBLE RELATIONS	55

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, 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)
- ✓ Building Maintenance Supervisor
- ✓ Building Maintenance Worker
- ✓ Building Service Worker
- ✓ Clerk
- ✓ Clerk-Bookkeeper
- ✓ Clerk-Stenographer
- ✓ Clerk-Transcriber
- ✓ Clerk-Typist
- ✓ Clerk-Typist, Bilingual in Spanish and English
- ✓ Guard, Public Property
- ✓ Health Aide
- ✓ Home Service Aide
- ✓ Homemaker Service Supervisor, CWA
- Income Maintenance Aide
- Income Maintenance Specialist
- Income Maintenance Specialist, Bilingual/Spanish
- Income Maintenance Supervisor
- Income Maintenance Technician
- Income Maintenance Technician, Bilingual/Spanish
- Income Maintenance Worker
- Interpreter, Bilingual
- Investigator, CWA

Key Punch Machine Operator
Key Punch Machine Supervisor
Messenger
Office Appliance Operator
Payroll Supervisor
Personnel Aide
Principal Account Clerk
Principal Clerk
Principal Clerk-Bookkeeper
Principal Clerk-Stenographer
Principal Clerk-Typist
Principal Home Service Aide
Principal Office Appliance Operator
Receptionist (Typing)
Receptionist and Interpreter/Spanish
Rent and Housing Coordinator, Welfare
Secretarial Assistant, Typing
Senior Account Clerk
Senior Account Clerk (Typing)
Senior Building Maintenance Worker
Senior Building Service Worker
Senior Clerk
Senior Clerk-Bookkeeper
Senior Clerk-Stenographer
Senior Clerk-Transcriber
Senior Clerk-Typist
Senior Guard
Senior Home Service Aide
Senior Investigator, CWA
Senior Key Punch Machine Operator
Senior Office Appliance Operator
Senior Stock Clerk
Senior Telephone Operator

Senior Terminal Operator
Social Service Aide
Social Service Technician
Social Worker
Social Worker, Bilingual in Spanish and English
Social Work Specialist
Social Work Supervisor
Stock Clerk
Supervising Clerk
Supervising Clerk-Bookkeeper
Supervising Receptionist
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, CWA
Chief Investigator, CWA
Consultant on Aging
Coordinator of Volunteers
Data Processing Coordinator
Deputy Director, Welfare
Director of Welfare
Field Office Supervisor
Fiscal Officer
Management Specialist
Personnel Officer
Public Information Officer
Secretarial Assistant to the Director/Deputy Director
Senior Accountant
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.

ARTICLE II - CONTRACT PERIOD

A. This Agreement shall be effective from July 1, 1980 through June 30, 1981.

B. By this Agreement, this Contract and all provisions (except for salary differentials which shall expire June 30, 1981 as set forth in Article XVIII) 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. Hours of work for all employees covered by this Contract shall be 8:30 A.M. to 4:15 P.M. with 45 minutes for lunch, and one (1) 15 minute break during each half-day of work, except for Building Maintenance staff, who will work from 12:00 P.M. until 7:45 P.M. with 45 minutes for dinner and one (1) 15 minute break during each half-day of work.
- B. Effective January 1, 1981, a limited flex-time schedule shall be in effect for all employees except those in the titles of Messenger, Receptionist, Security Guard, Telephone Operator and Building Maintenance personnel. This schedule shall be in effect for a three-month trial period. During this period a joint Management/Union Committee comprised of the Director, Deputy Director, Personnel Officer and three members of the Union Negotiating Team shall work together to mutually resolve any problems that may arise. Either the Union or Management can unilaterally terminate the flex-time schedule at the end of the three-month period if concensus cannot be reached by the Committee.

Evaluation of effectiveness shall occur at two-week intervals. If no concensus is reached by March 15, 1981, flex-time will be discontinued effective the end of the first pay period following March 31, 1981.

The policy that will govern the beginning of the trial period shall be the policy dated April 29, 1980.

- C. All employees shall punch in and out on the time clocks using the same standard practices and procedures. This provision shall be effective through June 30, 1981.

ARTICLE IV - HOLIDAYS AND LEAVES

A. Each employee covered by this Contract who was hired prior to July 1, 1974 shall be allowed four (4) days per annum for religious observances or for personal business. Each employee covered by this Contract who was hired on or after July 1, 1974 shall be allowed three (3) days per annum for religious observances or for personal business. Personal days must be pro-rated for employees in the first year of service according to time earned, i.e. employee earns one-half day every two months, with a maximum of three (3) Personal days per calendar year. These days are not to be deducted from vacation days or sick days allowed to all employees. These days, if unused, shall not be carried over into the following calendar year.

Should Ruling 11 allow for an increase in the number of Personal days prior to the termination of this agreement, the Board agrees to re-open negotiations on such an increase within thirty (30) days of receipt of a written request for such negotiations from the Union. If both parties agree to such an increase it will be submitted for review and be subject to approval by the Division of Public Welfare.

- B. Vacation leave shall be granted in accordance with Ruling 11, effective 7/1/77, Part II, Section 5b.

- C. Sick days 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 $1\frac{1}{2}$ days per month thereafter. Sick days may be accumulated indefinitely. Sick leave shall be granted in accordance with Ruling 11, Part II, Section 5a.

- 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 \$12,000. 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 Ruling 11, Part II, and further clarified by Agency procedure.
- F. Every employee covered by this Contract shall receive up to three (3) days Bereavement leave, once in each calendar year. This leave shall be granted in the event of the death of that employee's spouse, child, parent, grandchild, grandparent, brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, or blood related aunt or uncle. 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. If any Bereavement leave days are not used during the calendar year, they will not be carried over into the following calendar year.

Should Ruling 11 change in regard to Bereavement leave prior to the termination of this agreement, the Board agrees to re-open negotiations within thirty (30) days of receipt of written request for such negotiations from the Union. If both parties agree to such a change in Bereavement leave it will be submitted for review and be subject to approval by the Division of Public Welfare.

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 pursuant to Ruling 11, Part II, 5g(1):

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

Christmas Day

Whenever any above holiday falls on a Sunday, the following day is granted. Whenever such holidays fall on a 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.

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

- J. One (1) leave of absence without pay will be granted, at the request of the Union, in each calendar year for a Union member to work with the Communications Workers of America International. This leave would be approved for a period of a minimum of one (1) month and maximum of six (6) months. Thirty (30) days written notice to the Board is required of the Union prior to the granting of such leave. Any employee granted this leave is required to pay the entire cost of continuing their employee benefits while on said leave without pay.

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 in the form of Blue Cross/Blue Shield Series 750, Major Medical and Rider J, or by the Rutgers Community Health Plan, if geographically appropriate.
2. Effective July 1, 1980, employees' 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.
3. If the State of New Jersey adopts another health insurance plan, the Board agrees to re-open negotiations on such plan within thirty (30) days of receipt of written request for such negotiations from the Union. If and when both parties agree to the adoption of such an insurance plan, it will be submitted for review and be subject to approval by the Board of Chosen Freeholders and the Division of Public Welfare.

4. The Middlesex County Board of Social Services will extend to a maximum period of ninety (90) days the health insurance coverage of eligible employees and their covered dependents enrolled in the State Health Benefits Program 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.

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 health benefits 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.

- B. The Board and the Union agree on current practice by which each individual employee is covered by dental insurance through the plan known as Great West Life, or a similar plan of equal benefit. Should the County of Middlesex make a change in its Dental Plan prior to the termination of this Contract, the Board agrees to

re-open negotiations on such plan within thirty (30) days of receipt of written request for such negotiations from the Union. If and when both parties agree to the adoption of such a plan, it will be submitted for review and be subject to approval by the Division of Public Welfare.

- 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 Pharmaceutical Card System, Inc., insured by the Great West Life Assurance Company, or a similar plan with a \$1.25 deductible.
- D. The Board and the Union agree on current practice by which employees who retire at age 55 or after, 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. If the County of Middlesex adopts another type of insurance plan, the Board agrees to re-open negotiations on such plan within thirty (30) days of receipt of written request for such negotiations from the Union.

When both parties agree to the adoption of such an insurance plan it will be submitted for review and be subject to approval by the Division of Public Welfare.

- F. The Board and the Union agree on the implementation of a Vision Care Program for all employees who have completed at least two months of continuous service with the Board. Each covered employee shall be eligible to receive one reimbursement for vision care services during any two-year period commencing on January 1, 1980. Such reimbursement is limited to twenty (\$20) dollars for regular lenses or twenty-five (\$25) dollars for bifocal or tri-focal lenses. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual.
- G. 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.

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

ARTICLE VI - COMPENSATION

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

- A. The Board agrees to hire employees until all necessary positions are filled. All vacancies within the Agency are to be filled by present employees meeting the qualifications of the job vacated, prior to hiring from other sources, insofar as permitted under the rules of Civil Service. All vacancies must be posted on bulletin boards for a minimum of five (5) working days.

- 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.

- C. Replacement of employees shall be continuous; replacement efforts shall begin immediately upon employee's notification of intent to leave.

- D. In all cases where vacancies occur on unfilled budget lines in any department, 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. If any employee previously employed by the Board is rehired by the Board, returning to the same or related position, the Board shall request specific prior approval from the Division of Public Welfare for special salary consideration for this employee.
- F. For determination of salary upon promotion and demotion Ruling 11, Part I, Section 11 shall apply.
- G. 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 Department of Civil Service.

ARTICLE VIII - FACILITIES AND EQUIPMENT

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

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

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

The Board agrees to provide First Aid Emergency Training to two (2) employees, chosen by the Union, per office per annum.

ARTICLE IX - TRAINING

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

All training conferences pertaining specifically to the Board shall be posted on bulletin boards.

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.

- 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 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.

The employee shall have a right to one copy of each document in his/her personnel file.

- C. 1. 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.

- C. 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.

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

- E. If an announcement is made on Radio Station W.C.T.C. between 7:00 A.M. and 8:30 A.M. that the Middlesex County Administration Building and all its Departments are closed due to inclement weather, it is to be assumed that the Welfare Board is also closed unless it is announced that the Welfare Board will be open.

- F. Effective on or about January 1, 1981, the Board will provide twenty (20) copies of the Personnel Manual to the Union, as well as one to each unit and one to each office.

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

ARTICLE XI - TRANSPORTATION AND REIMBURSEMENT

- A. Expenses incurred by employees who attend special conferences and seminars approved by the Board shall be paid in accordance with Ruling 11, Part III.
- B. Twenty (20) aggregate days with pay shall be granted by the Board for employees to attend approved Welfare Conferences. For Welfare Conference attendance, Ruling 11, Part III and past practice shall prevail.
- C. Each employee covered by this Contract shall be reimbursed for minor emergency repairs on County vehicles paid for by the employee. Auto repairs will be made at the Board's expense in areas designated by the Board.
- D. Employees who are authorized to use their own cars will be compensated at the rate of 18¢/mile. Should an increase in the rate of per mile reimbursement be enacted as a result of enabling State legislation, the Board agrees to re-open negotiations on such an increase within thirty (30) days of receipt of written request for such negotiations from the Union. When both parties agree to such an increase it will be submitted for review and be subject to approval by the Division of Public Welfare.

- E. Each employee who is required to utilize his/her automobile on Welfare Board business shall receive, in addition to the above-mentioned expenses, an allowance of \$6.00 per month toward the cost of his/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.
- F. All employees covered by this agreement shall be eligible for parking benefits on the basis of seniority. The Board shall provide space, within budgetary and allocation limitations, in County-authorized parking facilities.

ARTICLE XII - GRIEVANCES

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of the Administration. If such discussion involves a matter covered by the definition of a grievance in Section B, the Union shall be advised of the adjustment of the issue.

3. This constitutes the sole and exclusive method 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 which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or
 - b. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or Orders applicable to the Board of Social Services, which do not constitute a violation of the terms of this Agreement which shall be processed up to and including the Board of Social Services and shall hereinafter be referred to as a "non-contractual grievance".
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 ten (10) working days of the request for the hearing and render a decision within five (5) working days.

Step 3

1. Non-Contractual Grievances

In the case of a non-contractual grievance as defined herein, should the grievant disagree with the decision of the Director, or his/her designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his/her statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's

discretion placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed. The decision of the Board shall be final. The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process a grievance.

2. Contractual Grievances

- a. In the case of a Contractual grievance as defined herein, if no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration only by the Union within thirty (30) days of receipt of a decision from Step 2.

- b. (1) Any unresolved contractual grievance (as defined in B.l.a., Definitions, above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 2 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 Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

- (3) Where the grievance involved an alleged violation of individual rights specified in Civil Service Law and Rules for which

a specific appeal to Civil Service is available, the individual may present his/her complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time.

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

- d. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and/or such rules and regulations as may be in effect by the Civil Service Commission. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.
- e. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

- f. The cost of the arbitrator and his expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

- 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 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 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.

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

- 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 or Union Recorder, in any step of the grievance procedure.

- F. Employee grievances shall be presented on prepared forms. The grievance procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.

- G. Grievance resolutions or decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

- 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 DUES, REPRESENTATION FEES AND SAVINGS DEDUCTIONS

- 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.
- 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. 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.

ARTICLE XV - EDUCATION

The Educational Leave Policy of the Board shall be the same as stipulated in Ruling 11, Part III, as promulgated by the New Jersey Division of Public Welfare. The Educational Leave Committee shall contain at least one member of the Union who shall be selected by the Union. This Article shall be effective through June 30, 1981.

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

During the term of this Contract, Longevity Pay will be granted by the Board in accordance with the County Plan, as promulgated by the Board of Chosen Freeholders of Middlesex County, which is as follows:

All eligible employees shall be entitled to receive Longevity which will be based upon their salary (maximum base \$18,000) as of December 31, 1978 starting with the completion of the 8th year of service, i.e.

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

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

ARTICLE XVIII - SALARIES

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

- A. Effective July 1, 1980, or subsequent date of employment, all employees shall have their salaries adjusted step-to-step in accordance with Appendix II of Compensation Schedule L contained in Ruling 11 revised effective July 1, 1980.

- B. 1. Effective July 1, 1980, a Salary Differential of 5% based exclusively on the minimum step of the applicable salary range, in accordance with Appendix II, Compensation Schedule L reflected in Ruling 11 revised effective July 1, 1980, will be paid to employees whose most recent hire was before January 1, 1976, serving in the following job titles:
 - Account Clerk
 - Account Clerk (Typing)
 - Building Maintenance Supervisor
 - Clerk
 - Clerk-Bookkeeper

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

Senior Key Punch Machine Operator
Senior Office Appliance Operator
Senior Stock Clerk
Senior Telephone Operator
Social Service Aide
Social Service Technician
Social Work Supervisor
Stock Clerk
Supervising Clerk
Supervising Clerk-Bookkeeper
Supervisor of Accounts
Supervisor of Property and Resources
Telephone Operator
Telephone Operator/Receptionist

These Salary Differentials shall terminate on
June 30, 1981.

2. Notwithstanding the above, all employees in the titles Building Maintenance Worker and Building Service Worker will receive a 5% Salary Differential based exclusively on the minimum step of the

applicable salary range in accordance with Appendix II, Compensation Schedule L reflected in Ruling 11 revised effective July 1, 1980, regardless of date of hire, effective the date this agreement is approved by the Division of Public Welfare. These Salary Differentials shall terminate

applicable salary range in accordance with Appendix II, Compensation Schedule L reflected in Ruling 11 revised effective July 1, 1980, regardless of date of hire, effective the date this agreement is approved by the Division of Public Welfare. These Salary Differentials shall terminate June 30, 1981.

- C. Employees who are in Range 12 or below who have completed three (3) years or more of service as of January 1, 1981 shall receive by February 1, 1981, a one-time cash payment of \$250 for the Contract year.

- D. Employees not at the maximum of their salary ranges shall be entitled to a merit increment on their 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.
- E. Should a range increase for any titles at Range 15 or below be authorized by Appendix I, Classification and Compensation Plan reflected in Ruling 11, effective July 1, 1980 or subsequent date, the Board agrees to re-open negotiations on such a range change within thirty (30) days of the receipt of such request from the Union. When both parties agree to such an increase it will be submitted for review and be subject to approval by the Division of Public Welfare.

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

G. 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 2, Range 4

Building Service Worker - Step 2, Range 4

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. Unless otherwise provided in this Agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to the effective date of this Agreement.
- F. No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation of any professional advantage or any adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XXI - HEALTH AND SAFETY COMMITTEE

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

ARTICLE XXII - UNION CONFERENCE DAYS

- A. 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.

ARTICLE XXIII - RESPONSIBLE RELATIONS

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

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

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

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by its representative officers or agents on this 2 day of January, 1982.

Paul J. Smith, CEO

Marshall Rubin

John

Ella Puddleton
Ken Goodman
Alan Karpman
John

Gregory L. ...

...

...

...

APPROVED BY: L. J. ...

Director - Division of Public Welfare

9/9/82
Date