

2-0328

12-00

LIBRARY
Institute of Management and
Labor Relations

JUL 25 1988

RUTGERS UNIVERSITY

AGREEMENT BETWEEN

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

AND

MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' ORGANIZATION

X EFFECTIVE JULY 1, 1987 THROUGH JUNE 30, 1989

TABLE OF CONTENTS

| | <u>PAGE</u> |
|--|-------------|
| PREAMBLE | |
| ARTICLE I ORGANIZATION RECOGNITION | 1 |
| ARTICLE II CONTRACT PERIOD | 2 |
| ARTICLE III FAIR PRACTICES | 3 |
| ARTICLE IV ORGANIZATION RIGHTS | 4 |
| ARTICLE V RESPONSIBLE RELATIONS | 6 |
| ARTICLE VI HOURS OF WORK | 7 |
| ARTICLE VII HOLIDAYS AND LEAVES | 8 |
| ARTICLE VIII MEDICAL INSURANCE | 13 |
| ARTICLE IX TRANSPORTATION AND REIMBURSEMENT | 16 |
| ARTICLE X LONGEVITY | 17 |
| ARTICLE XI CONFERENCE DAYS | 18 |
| ARTICLE XII PERSONNEL PRACTICES | 19 |
| ARTICLE XIII EFFECTIVE LAWS | 20 |
| ARTICLE XIV GRIEVANCE PROCEDURE | 21 |
| ARTICLE XV SALARIES | 29 |
| ARTICLE XVI MANAGEMENT RIGHTS | 33 |
| ARTICLE XVII FACILITIES AND EQUIPMENT | 34 |
| ARTICLE XVIII HEALTH AND SAFETY | 35 |
| ARTICLE XIX EMPLOYMENT SECURITY | 36 |
| APPENDIX A CLASSIFICATION AND COMPENSATION SCHEDULE SALARY RANGES | |

PREAMBLE

This Agreement made between the Middlesex County Board of Social Services (herein referred to as the Board) and the Middlesex County Welfare Administrative Employees' Organization (herein referred to as the Organization) has as its intent and purpose the promotion of harmonious relations between the Board and employees represented by the Organization; the establishment of equitable, amicable and peaceful procedures for resolution of all disputes and grievances; and the determination of wages, hours of work and other terms and conditions of employment.

ARTICLE I - ORGANIZATION RECOGNITION

- A. The Board agrees to recognize the Middlesex County Welfare Administrative Employees' Organization as the sole and exclusive bargaining representative of employees in the following job titles:

Administrative Analyst
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
Assistant Training Supervisor
Chief Clerk
Chief Investigator
Chief of Administrative Services
Consultant on Aging
Data Processing Coordinator
Field Office Supervisor
Homemaker Service Supervisor/Senior Community Planner
Management Specialist
Public Information Officer
Senior Personnel Technician
Supervising Administrative Analyst
Training Supervisor

- B. 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 Organization will pursue procedures under the New Jersey Public Employment Relations Act.

ARTICLE II - CONTRACT PERIOD

- A. The Agreement shall be effective for the period July 1, 1987 through June 30, 1989, except that, at the request of the Organization in writing prior to July 1, 1988, the Organization and the Board shall undertake negotiations to discuss readjustment of salaries and four (4) other articles chosen by each party if desired, to be effective July 1, 1988.
- B. By this agreement, this Contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this Contract.
- C. Should the State of New Jersey and/or the County of Middlesex adopt or allow for a change, increase or improvement in the items below during the life of this Contract, the Board agrees to notify the Organization of said plan as soon as reasonably possible and to reopen negotiations within twenty (20) days of receipt of a written request from the Organization. When both parties agree to the adoption of such change, increase or improvement, it will be subject to the approval of the Board of Chosen Freeholders. The items are:

Medical Insurance

Benefit Time

Transportation Allowance

ARTICLE III - FAIR PRACTICES

- A. The Board and the Organization agree that the provisions of the Contract shall be applied equally to all employees covered by this Contract and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, political or religious opinions, sexual preference or physical handicaps.

- B. The Board agrees not to interfere with the rights of employees covered under the terms of this Agreement to become members of the Organization and to participate in Organizational activities permissible under the law.

- C. The Organization recognizes its responsibility as exclusive collective negotiations representative and agrees to admit all eligible employees into the bargaining unit and represent them without discrimination or interference.

ARTICLE IV - ORGANIZATION 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 Organization Dues. Should the Organization change the dues deduction, they must notify the Board of the change and certify the amount, in writing, at least thirty (30) days prior to the month in which the change occurs.

- 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 Organization Dues, a Representation Fee equal to 85% of the Organization Dues, as may be certified to the Board by the Organization 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 Organization Dues and Representation Fees made pursuant hereto shall be remitted by the Board to the Organization at the end of the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

- D. The Organization 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.

- E. 1. The Board agrees to furnish one bulletin board at 181 How Lane, New Brunswick in a convenient place to be used exclusively by the Organization. The Organization will notify the Board of the person who will be responsible for posting material on the board.
2. The Organization may post any appropriate material pertaining to Organizational matters such as appointments, meeting announcements, social and recreational events, achievements, Organization election results and information, but excluding election campaign material, as long as none of these contain anything profane, obscene or defamatory of any individual or the Agency.

ARTICLE V - RESPONSIBLE RELATIONS

Both the Board and the Organization recognize the desirability of both parties responding in a professional and courteous manner and to work together to promote the accomplishment of Agency goals and objectives. Both parties agree to apply the terms of this Contract fairly, in accordance with its intent and meaning, and consistent with the Organization's status as exclusive bargaining representative of all employees in the unit.

The Organization shall be given reasonable notice, in advance, of any adverse action immediately and directly affecting terms and conditions of employment of employees covered by this Contract, unless the Board deems immediate action necessary in order to implement inherent or express management prerogatives or to fulfill management objectives as provided in Article XVI. If immediate action has been taken, the Board shall promptly notify a member of the Organization's Executive Board.

ARTICLE VI - HOURS OF WORK

A. Flex-Time Hours

Schedule A 8:00 A.M. - 3:45 P.M.

Schedule B 8:30 A.M. - 4:15 P.M.

B. Each employee shall sign in and out on a bi-weekly sign-in-out record. The record will be submitted to the Office of the Director, by noon, every Monday before payday.

C. Each employee will be allowed 45 minutes for lunch and one 15-minute break during each half-day of work.

D. Any employee required to be at work before or after his/her normal workshift shall be entitled to a minimum of four (4) hours pay, portal to portal, at 1.5 times the employee's normal pay rate if the required hours are not contiguous with the employee's normal workshift.

ARTICLE VII - HOLIDAYS AND LEAVES

A. Each employee covered by this Contract shall be allowed four (4) days per annum for religious observances or for personal business. Personal leave days must be pro-rated for employees in the first year of continuous service with the Board according to time earned, i.e. employee earns $\frac{1}{4}$ day every $1\frac{1}{4}$ months with a maximum of 4 personal days per calendar year. These days are in addition to vacation days or sick days allowed to all employees. These personal leave days, if unused, shall not be carried over into the following calendar year.

B: 1. Effective January 1, 1984, full-time employees will be granted vacation leave as follows:

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

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

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

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

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

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

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

- B. 2. Part-time employees will earn vacation leave on a pro-rated basis in accordance with B.1.
3. Seasonal employees may be granted vacation lave 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 to the next succeeding calendar year only.

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

 7. Deceased employees - Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in (5) above, based on the last approved compensation rate for the deceased employee.
- C. Sick leave shall be accrued at the rate of one (1) day per month or major fraction thereof during the remainder of the first calendar year of employment and $1\frac{1}{2}$ days per month thereafter. Sick days may be accumulated indefinitely. Sick leave shall be granted in accordance with the following definition:
- "Sick leave means the absence of an employee from duty because of illness, injury, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in employee's household. A physician's certificate may be required whenever an employee is on sick leave for five consecutive working days or more."
- 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 compensa-

tion received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed \$15,000. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.

E. Leaves of absence with or without pay will be granted according to State Department of Personnel Rules and further clarified by Agency policy and procedure.

F. Every employee covered by this Contract shall receive up to five (5) days Bereavement leave in the event of the death of that employee's spouse, child, parent, brother, sister, step-child in home or step-parent in home; up to three (3) days Bereavement leave for grandparent, grandchild, and step-child not in the home; up to two (2) days Bereavement leave for son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, relative who resides in the home of the employee, or person living in a spousal relationship. The time during which this Bereavement leave will be allowed shall be at the discretion of the employee within ten (10) days of the date of death.

G. The following holidays will be observed pursuant to County policy:

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
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Whenever any of the above holidays fall on a Sunday, the following day is granted and whenever such holiday falls on a Saturday, it shall be celebrated 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.

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.

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

ARTICLE VIII - MEDICAL INSURANCE

- A. 1. The Board and the Organization agree on the current practice by which each individual employee is covered by health insurance through the New Jersey State Health Benefits Plan, which includes the options of Blue Cross/Blue Shield, Major Medical and Rider J, or by a health maintenance organization available through New Jersey State Health Benefits, if geographically appropriate as determined by the employee's residence.
2. Employees' eligible dependents who are enrolled in the above medical insurance program will be covered and the premiums will be paid by the Board up to the cost of such coverage under Blue Cross/Blue Shield, Major Medical and Rider J Option of the New Jersey State Health Benefits Plan.
- B. The Board and the Organization agree on the current practice by which each employee is covered by Dental Insurance through the Middlesex County Employees Group Dental Insurance Program, effective April 1, 1987 through March 31, 1990. The plan includes two (2) options, one administered by the Great West Life Assurance Company and the other by Unity Dental. The schedule of payments shall be that which is adopted by the Middlesex County Board of Chosen Freeholders for the above-mentioned contract period. Dependent coverage premiums will be shared by the Board and the employees. The per-pay premium deductions are as follows:

| <u>Coverage</u> | <u>Great West</u> | <u>Unity Dental</u> |
|-----------------|-------------------|---------------------|
| Single | \$ 0 | \$ 2.35 |
| Modified Family | \$ 3.46 | \$ 9.12 |
| Family | \$15.00 | \$16.84 |

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

- C. The Board and the Organization agree on current practice by which each individual employee and eligible dependents are covered by a Drug Prescription Program, known as National Prescription Administrators insured by Capitol Marketing Agency, Inc., or a similar plan with a \$1.25 deductible.

- D. The Board and the Organization agree on current practice by which employees who retire and who have completed 25 years of service credit in the Public Employees Retirement System, will have hospitalization insurance paid by the Board upon such retirement, according to County policy.

- E. The Board and the Organization agree on the implementation of a Vision Care Program for all employees who have completed at least two (2) months of continuous service with the Board. Each covered employee shall be eligible to receive a maximum of \$80 per two-year period as reimbursement for vision care services. The eligible family members group, composed of spouse and/or dependent children, shall be eligible to receive an aggregate maximum of \$60 per two-year period as reimbursement for vision care services. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual.

- F. The Board agrees to continue to provide Disability Insurance through the New Jersey State Temporary Disability Benefits Program, 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.

G. 1. The Middlesex County Board of Social Services will extend to a maximum period of ninety (90) days all medical insurance coverage of eligible employees and their covered dependents 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.

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

ARTICLE IX - TRANSPORTATION AND REIMBURSEMENT

Employees who are authorized to use their own cars will be compensated at the rate of 20¢/mile.

The Board will reimburse an employee \$6 per month toward the cost of business protection on their automobile insurance policy. The employee must provide written documentation that such coverage is in effect in order to qualify for said reimbursement.

ARTICLE X - LONGEVITY

Longevity pay will be granted by the Board in accordance with the County Plan, as promulgated by the Board of Chosen Freeholders of Middlesex County, which is as follows:

All eligible employees shall be entitled to receive Longevity which will be based upon their salary (maximum base \$24,000) as of December 31st of the previous year, starting with the completion of the 8th year of service, i.e.

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

If the Board of Chosen Freeholders 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 XI - CONFERENCE DAYS

Fifteen (15) aggregate days per calendar year, if necessary, with pay shall be granted by the Agency for Organization members to conduct Organization business or to attend labor related conferences. The Organization shall request these days at least one week in advance, unless the request cannot be practically given, subject to the approval of the Director of Welfare or his/her designee. Granting of such leave to an employee shall not be unreasonably withheld.

ARTICLE XII - PERSONNEL PRACTICES

- A. Each employee shall have the right to see and respond to any and all documents before they are placed in his/her personnel file, and to designate having seen the documents, by use of initials.

If the employee wants to respond to any documents in his/her file, such response shall be directed to the Director of the Agency and shall become part of the employee's personnel file.

Each employee has the right to one copy of each document in his/her personnel file.

- B. The Organization 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.

ARTICLE XIII - 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 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 XIV - GRIEVANCE PROCEDURE

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 Organization 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 Organization.

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, Organization representative and an Organization recorder.

D. GRIEVANCE PROCEDURE

Step 1

The grievant and his/her Organization Shop Steward shall present the employee's written grievance or dispute within fifteen (15) working days of its occurrence to the Deputy Director. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Deputy Director 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 Organization representative who is the Shop Steward or Local Organization Officer to the Director within ten (10) working days of the written response from Step 1. The 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

Should the grievant disagree with the decision of the Director, 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 Organization 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 in those grievances which are defined as non-contractual. The grievant may be represented by an Organization Officer. A minority organization shall not present or process a grievance.

Step 4

Arbitration

- a. Only 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 Organization within thirty (30) days of receipt of a decision from Step 3.

- 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 the State Department of Personnel may be appealed to arbitration (only by the Organization). The Organization must file the request for arbitration within thirty (30) working days after the receipt of the Step 3 decision.

 - (2) Nothing in this Agreement shall be construed as compelling the Organization to submit a grievance to arbitration or to represent an employee before the State Department of Personnel. The Organization'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 Organization.

 - (3) Where the grievance involved an alleged violation of individual rights specified in State Department of Personnel Law and Rules for which a specific appeal to the State Department of Personnel is available, the individual may present his/her complaint to the State Department

of Personnel directly. The grievant may pursue the State Department of Personnel procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time.

- c. Should the Organization wish to move a grievance to arbitration, the Organization shall notify the American Arbitration Association of same and request a list of arbitrators to be furnished to the Board and Organization. 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 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 himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.

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

- g. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

- h. The arbitrator may prescribe an appropriate back-pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Board of Social Services' authority.

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

- i. The decision or award of the arbitrator shall be final and binding on the Board of Social Services, the Organization, 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. Binding arbitration for disciplinary disputes shall be re-incorporated into the Agreement when and if allowed by law.
 - j. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
- E. There shall be no loss of pay for employees for time spent either as a grievant, witness, one Organization representative or Organization 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 Step 1 through Step 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

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

ARTICLE XV - SALARIES

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

A. Effective July 1, 1987

1. All titles covered by this Contract, except for the titles Administrative Supervisor of Income Maintenance, Administrative Supervisor of Social Work, and Field Office Supervisor, will receive a one (1) range increase which will be implemented by moving each employee step-to-step up one range on the Salary Schedule effective July 1, 1987 found in Appendix A of this agreement.
2. The titles Administrative Supervisor of Income Maintenance, Administrative Supervisor of Social Work, and Field Office Supervisor will receive a two (2) range increase which will be implemented by moving each employee up two (2) ranges and down one (1) step on the Salary Schedule effective July 1, 1987 found in Appendix A of this agreement.
3. Any employee covered by this agreement will not be paid less than employees under their supervision. Salary adjustments, if necessary, will be implemented by moving the employee to the corresponding step on his/her salary range at which his/her compensation is greater than the highest paid employee under his/her supervision.

B. Effective January 1, 1988

1. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 1987 to the Compensation Schedule effective January 1, 1988 found in Appendix A of this agreement, which reflects approximately a two (2%) percent increase over the Compensation Schedule effective July 1, 1987.
2. The January 1, 1988 Compensation Schedule reflects the inclusion of one (1) additional step (12th Step) on each salary range which establishes a new maximum for each salary range. All employees that had reached max on or before January 1, 1987 and who have a satisfactory evaluation for the 12-month period ending December 31, 1987, shall receive an anniversary increment placing them on the 12th Step of their salary range effective January 1, 1988.

C. Employees not at the maximum of their salary range 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 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 and increment on July 1st of the following year.

c. Employees hired on July 2 through October 1 will receive an increment on October 1st of the following year.

d. Employees hired on October 2 through December 31 will receive an increment on January 1st of the second year following date of hire. Those hired on January 1 and January 2 will receive their increment on January 1st of the following year.

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

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

Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. Another acceptable procedure would be to reconstruct the employee's salary on the basis of the employee's previous employment record.

ARTICLE XVI - MANAGEMENT RIGHTS

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

ARTICLE XVII - FACILITIES AND EQUIPMENT

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

ARTICLE XVIII - HEALTH AND SAFETY

The Organization shall be permitted to have one member sit on the Health and Safety Committee. Said member shall incur no loss of pay for time so spent.

The Board shall continue to make reasonable provisions for the safety and health of all employees during the hours of their employment, in accordance with the requirements of New Jersey State laws.

ARTICLE XIX - EMPLOYMENT SECURITY

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.

APPENDIX A

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES
CLASSIFICATION AND COMPENSATION SCHEDULE FOR

MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' CONTRACT

REVISED EFFECTIVE JULY 1, 1987

| <u>TITLE</u> | <u>SALARY RANGE</u> <u>EFF. 7/1/87</u> |
|---|---|
| Administrative Analyst, Welfare | 26 |
| Administrative Supervisor of Income Maintenance | 30 |
| Administrative Supervisor of Social Work | 30 |
| Assistant Administrative Supervisor of Income Maintenance | 27 |
| Assistant Administrative Supervisor of Social Work | 27 |
| Assistant Chief Investigator, County Welfare Agency | 26 |
| Assistant Training Supervisor, County Welfare Agency | 26 |
| Chief Clerk, County Welfare Agency | 26 |
| Chief Investigator | 28 |
| Chief of Administrative Services | 26 |
| Consulant on Aging | 25 |
| Data Processing Coordinator | 28 |
| Field Office Supervisor, CWA | 30 |
| Homemaker Service Supervisor/Senior Community Planner | 26 |
| Management Specialist | 26 |
| Public Information Officer | 26 |
| Senior Personnel Technician | 26 |
| Supervising Administrative Analyst | 28 |
| Training Supervisor, County Welfare Agency | 28 |

MCWABEO

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES
SALARY SCHEDULE
JANUARY 1, 1987

| <u>Step</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> | <u>9</u> | <u>10</u> | <u>Max</u> |
|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|------------|
| 6 | \$29,829 | \$31,320 | \$32,812 | \$34,303 | \$35,795 | \$37,286 | \$38,778 | \$40,269 | \$41,760 | \$43,252 | \$44,743 |
| 7 | \$31,320 | \$32,886 | \$34,452 | \$36,018 | \$37,584 | \$39,150 | \$40,716 | \$42,283 | \$43,849 | \$45,415 | \$46,981 |
| 8 | \$32,886 | \$34,531 | \$36,175 | \$37,819 | \$39,464 | \$41,108 | \$42,752 | \$44,397 | \$46,041 | \$47,685 | \$49,330 |
| 9 | \$34,531 | \$36,257 | \$37,984 | \$39,710 | \$41,437 | \$43,163 | \$44,890 | \$46,616 | \$48,343 | \$50,070 | \$51,796 |
| 10 | \$36,257 | \$38,070 | \$39,883 | \$41,696 | \$43,509 | \$45,322 | \$47,134 | \$48,947 | \$50,760 | \$52,573 | \$54,386 |

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES
 SALARY GUIDE
 JANUARY 1988

MCWABO

| <u>Step--></u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> | <u>9</u> | <u>10</u> | <u>11</u> | <u>Max</u> |
|-------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|------------|
| 26 | 30426 | 31947 | 33468 | 34989 | 36511 | 38032 | 39553 | 41074 | 42596 | 44117 | 45638 | 47160 |
| 27 | 31947 | 33544 | 35141 | 36739 | 38336 | 39933 | 41531 | 43128 | 44725 | 46323 | 47920 | 49518 |
| 28 | 33544 | 35221 | 36899 | 38576 | 40253 | 41930 | 43607 | 45285 | 46962 | 48639 | 50316 | 51993 |
| 29 | 35221 | 36982 | 38743 | 40505 | 42266 | 44027 | 45789 | 47549 | 49310 | 51071 | 52832 | 54593 |
| 30 | 36982 | 38832 | 40681 | 42530 | 44379 | 46228 | 48077 | 49926 | 51775 | 53624 | 55474 | 57323 |

Range

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by its
respective officers or agents on this 12th day of July, 1988.

**MIDDLESEX COUNTY WELFARE
ADMINISTRATIVE EMPLOYEES'
ORGANIZATION**

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

**MIDDLESEX COUNTY BOARD
OF SOCIAL SERVICES**

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

2-0828

12-0

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

APR 1989

RUTGERS UNIVERSITY

X ADDENDUM TO AGREEMENT BETWEEN

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

AND

MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' ORGANIZATION

X EFFECTIVE JULY 1, 1987 THROUGH JUNE 30, 1989

2/2/89

ARTICLE XV - SALARIES

E. Effective July 1, 1988

1. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule effective January 1, 1988 found in Appendix A of this agreement to the Compensation Schedule effective July 1, 1988 contained in the Addendum, and amending Appendix A of this agreement which reflects approximately a 7½% increase over the Compensation Schedule effective January 1, 1988.

2. The merit increment plan will be suspended for the last year of this agreement, July 1, 1988 through June 30, 1989. All employees covered by this Contract will remain on their June 30, 1988 step for the duration of this Contract.

IN WITNESS THEREOF, the parties have caused this Addendum to be executed by its respective officers or agents on this 2nd day of March, 1989.

**MIDDLESEX COUNTY WELFARE
ADMINISTRATIVE EMPLOYEES'
ORGANIZATION**

Alan Hunt

Alan Hunt

Conrad Deener

Patricia S. ...

Clairne ...

**MIDDLESEX COUNTY BOARD
OF SOCIAL SERVICES**

...

...

...

...

APPENDIX A

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES
CLASSIFICATION AND COMPENSATION SCHEDULE FOR

MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' CONTRACT

REVISED EFFECTIVE JULY 1, 1987

| <u>TITLE</u> | <u>SALARY RANGE</u> <u>EFF. 7/1/87</u> |
|---|---|
| Administrative Analyst, Welfare | 26 |
| Administrative Supervisor of Income Maintenance | 30 |
| Administrative Supervisor of Social Work | 30 |
| Assistant Administrative Supervisor of Income Maintenance | 27 |
| Assistant Administrative Supervisor of Social Work | 27 |
| Assistant Chief Investigator, County Welfare Agency | 26 |
| Assistant Training Supervisor, County Welfare Agency | 26 |
| Chief Clerk, County Welfare Agency | 26 |
| Chief Investigator | 28 |
| Chief of Administrative Services | 26 |
| Consulant on Aging | 25 |
| Data Processing Coordinator | 28 |
| Field Office Supervisor, CWA | 30 |
| Homemaker Service Supervisor/Senior Community Planner | 26 |
| Management Specialist | 26 |
| Public Information Officer | 26 |
| Senior Personnel Technician | 26 |
| Supervising Administrative Analyst | 28 |
| Training Supervisor, County Welfare Agency | 28 |

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

SALARY SCHEDULE

JULY 1, 1988

| RANGE | * STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 | STEP 11 | MAXIMUM |
|-------|----------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|
| 0 * | 9,549 | 10,009 | 10,469 | 10,930 | 11,389 | 11,849 | 12,309 | 12,769 | 13,229 | 13,689 | 14,148 | 14,626 |
| 1 * | 10,009 | 10,492 | 10,975 | 11,458 | 11,941 | 12,424 | 12,906 | 13,389 | 13,873 | 14,356 | 14,838 | 15,339 |
| 2 * | 10,492 | 10,999 | 11,506 | 12,013 | 12,521 | 13,028 | 13,534 | 14,042 | 14,549 | 15,055 | 15,563 | 16,087 |
| 3 * | 10,999 | 11,532 | 12,064 | 12,597 | 13,129 | 13,661 | 14,193 | 14,726 | 15,259 | 15,791 | 16,324 | 16,873 |
| 4 * | 11,532 | 12,091 | 12,650 | 13,209 | 13,768 | 14,327 | 14,886 | 15,445 | 16,004 | 16,563 | 17,123 | 17,699 |
| 5 * | 12,091 | 12,677 | 13,264 | 13,851 | 14,438 | 15,025 | 15,612 | 16,199 | 16,787 | 17,374 | 17,961 | 18,565 |
| 6 * | 12,677 | 13,295 | 13,911 | 14,526 | 15,144 | 15,760 | 16,375 | 16,993 | 17,609 | 18,224 | 18,842 | 19,475 |
| 7 * | 13,295 | 13,942 | 14,589 | 15,236 | 15,883 | 16,530 | 17,177 | 17,825 | 18,472 | 19,119 | 19,766 | 20,430 |
| 8 * | 13,942 | 14,621 | 15,300 | 15,980 | 16,659 | 17,339 | 18,018 | 18,697 | 19,377 | 20,057 | 20,737 | 21,433 |
| 9 * | 14,621 | 15,334 | 16,048 | 16,761 | 17,475 | 18,188 | 18,902 | 19,616 | 20,328 | 21,042 | 21,756 | 22,487 |
| 10 * | 15,334 | 16,083 | 16,832 | 17,582 | 18,331 | 19,080 | 19,829 | 20,579 | 21,328 | 22,077 | 22,827 | 23,593 |
| 11 * | 16,083 | 16,870 | 17,657 | 18,444 | 19,230 | 20,017 | 20,803 | 21,590 | 22,376 | 23,163 | 23,950 | 24,754 |
| 12 * | 16,870 | 17,696 | 18,522 | 19,348 | 20,173 | 21,000 | 21,826 | 22,651 | 23,478 | 24,304 | 25,130 | 25,973 |
| 13 * | 17,345 | 18,213 | 19,080 | 19,948 | 20,814 | 21,682 | 22,549 | 23,417 | 24,283 | 25,151 | 26,018 | 26,886 |
| 13A * | 17,696 | 18,563 | 19,431 | 20,298 | 21,165 | 22,032 | 22,900 | 23,767 | 24,635 | 25,501 | 26,369 | 27,253 |
| 14 * | 18,213 | 19,123 | 20,034 | 20,944 | 21,855 | 22,766 | 23,677 | 24,587 | 25,498 | 26,408 | 27,319 | 28,230 |
| 14A * | 18,581 | 19,493 | 20,402 | 21,313 | 22,222 | 23,134 | 24,045 | 24,955 | 25,866 | 26,776 | 27,687 | 28,615 |
| 15 * | 19,123 | 20,080 | 21,036 | 21,992 | 22,948 | 23,904 | 24,860 | 25,816 | 26,773 | 27,729 | 28,685 | 29,641 |
| 16 * | 20,080 | 21,084 | 22,087 | 23,091 | 24,095 | 25,099 | 26,103 | 27,107 | 28,111 | 29,115 | 30,119 | 31,123 |
| 17 * | 21,084 | 22,137 | 23,192 | 24,246 | 25,300 | 26,355 | 27,408 | 28,463 | 29,517 | 30,571 | 31,625 | 32,679 |
| 18 * | 22,137 | 23,245 | 24,351 | 25,458 | 26,565 | 27,672 | 28,779 | 29,886 | 30,992 | 32,100 | 33,207 | 34,313 |
| 19 * | 23,245 | 24,407 | 25,569 | 26,731 | 27,893 | 29,056 | 30,218 | 31,380 | 32,542 | 33,704 | 34,867 | 36,029 |
| 20 * | 24,407 | 25,627 | 26,847 | 28,068 | 29,288 | 30,509 | 31,729 | 32,949 | 34,170 | 35,390 | 36,610 | 37,830 |
| 21 * | 25,627 | 26,908 | 28,190 | 29,471 | 30,753 | 32,034 | 33,315 | 34,597 | 35,878 | 37,160 | 38,441 | 39,722 |
| 22 * | 26,908 | 28,254 | 29,599 | 30,945 | 32,290 | 33,636 | 34,981 | 36,326 | 37,672 | 39,017 | 40,363 | 41,708 |
| 23 * | 28,254 | 29,667 | 31,079 | 32,492 | 33,904 | 35,317 | 36,731 | 38,143 | 39,556 | 40,968 | 42,381 | 43,793 |
| 24 * | 29,667 | 31,150 | 32,634 | 34,116 | 35,600 | 37,083 | 38,567 | 40,050 | 41,534 | 43,016 | 44,500 | 45,983 |
| 25 * | 31,150 | 32,708 | 34,265 | 35,822 | 37,380 | 38,938 | 40,495 | 42,053 | 43,610 | 45,167 | 46,725 | 48,283 |
| 26 * | 32,708 | 34,343 | 35,978 | 37,613 | 39,249 | 40,884 | 42,519 | 44,155 | 45,791 | 47,426 | 49,061 | 50,697 |
| 27 * | 34,343 | 36,060 | 37,777 | 39,494 | 41,211 | 42,928 | 44,646 | 46,363 | 48,079 | 49,797 | 51,514 | 53,232 |
| 28 * | 36,060 | 37,863 | 39,666 | 41,469 | 43,272 | 45,075 | 46,878 | 48,681 | 50,484 | 52,287 | 54,090 | 55,892 |
| 29 * | 37,863 | 39,756 | 41,649 | 43,543 | 45,436 | 47,329 | 49,222 | 51,115 | 53,008 | 54,901 | 56,794 | 58,687 |
| 30 * | 39,756 | 41,744 | 43,732 | 45,720 | 47,707 | 49,695 | 51,683 | 53,670 | 55,658 | 57,646 | 59,635 | 61,622 |
| 31 * | 41,744 | 43,831 | 45,919 | 48,005 | 50,093 | 52,179 | 54,267 | 56,355 | 58,441 | 60,529 | 62,616 | 64,703 |
| 32 * | 43,831 | 46,023 | 48,214 | 50,406 | 52,598 | 54,788 | 56,980 | 59,172 | 61,363 | 63,555 | 65,747 | 67,938 |
| 33 * | 46,023 | 48,323 | 50,625 | 52,927 | 55,227 | 57,529 | 59,829 | 62,131 | 64,431 | 66,733 | 69,034 | 71,335 |
| 34 * | 48,323 | 50,740 | 53,157 | 55,572 | 57,989 | 60,404 | 62,821 | 65,237 | 67,653 | 70,070 | 72,485 | 74,902 |
| 35 * | 50,740 | 53,277 | 55,814 | 58,351 | 60,888 | 63,425 | 65,962 | 68,499 | 71,036 | 73,573 | 76,110 | 78,647 |
| 36 * | 53,277 | 55,941 | 58,605 | 61,269 | 63,932 | 66,596 | 69,260 | 71,924 | 74,588 | 77,252 | 79,916 | 82,579 |
| 37 * | 55,941 | 58,738 | 61,535 | 64,332 | 67,129 | 69,926 | 72,723 | 75,520 | 78,317 | 81,114 | 83,911 | 86,708 |
| 38 * | 58,738 | 61,675 | 64,612 | 67,549 | 70,486 | 73,423 | 76,359 | 79,296 | 82,233 | 85,170 | 88,107 | 91,044 |