#### AGREEMENT BETWEEN

# MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

AND

# MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' ORGANIZATION

EFFECTIVE JULY 1, 1983 THROUGH JUNE 30, 1985

Institute of Management and Labor Relations

MAY 00 1985

RUTGERS UNIVERSITY

					*	A No. of the Control	
							7
						·	1.5
		,					
				1.			
				•			
		•					
	`						
							• •
20 30 - 4 - 4							
					-		
			•				

### TABLE OF CONTENTS

		PAGE
PREAMBLE	•	
ARTICLE I	ORGANIZATION RIGHTS	1
ARTICLE II	CONTRACT PERIOD	3
ARTICLE III	FAIR PRACTICES	4
ARTICLE IV	ORGANIZATION RIGHTS	<b>.</b> 5
ARTICLE V	RESPONSIBLE RELATIONS	7
ARTICLE VI	HOURS OF WORK	8
ARTICLE VII	HOLIDAYS AND LEAVES	9
ARTICLE VIII	MEDICAL INSURANCE	15
ARTICLE IX	TRANSPORTATION AND REIMBURSEMENT	20
ARTICLE X	LONGEVITY	21
ARTICLE XI	CONFERENCE DAYS	22
ARTICLE XII	PERSONNEL PRACTICES	23
ARTICLE XIII	EFFECTIVE LAWS	24
ARTICLE XIV	GRIEVANCE PROCEDURE	25
ARTICLE XV	SALARIES	35
ARTICLE XVI	MANAGEMENT RIGHTS	40
ARTICLE XVII	FACILITIES AND EQUIPMENT	42
ARTICLE XVIII	HEALTH AND SAFETY COMMITTEE	43
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.

 	A CONTRACTOR OF THE CONTRACTOR	•		
				The state of the s
				<b>4</b> • • • • •
				•
		1,		
		i		
•				
	•			
				<u> </u>
			rain and a second	
		•		
				• *
	•			

# 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

Consultant on Aging

Data Processing Coordinator

Field Office Supervisor

Homemaker Service Supervisor/Senior Community Planner (effective 6/4/84)

Management Specialist

Public Information Officer

Senior Personnel Technician

Supervising Administrative Analyst

Supervisor of Administrative Services

Training Supervisor

	•			f r
	•			
		p.m.		
		pre		
		ie 🚅		
	•			
				• '
			•	
	•			

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, 1983 through June 30, 1985.
- B. By this agreement, this Contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this Contract.

### ARTICLE III - 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 permissable under the law of this Agreement.
- 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. Dues shall be \$5.00 per pay period or such other amount as may be certified to the Board by the Organization at least thirty (30) days prior to the month in which the deduction of Organization 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 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.
  - 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 125 New Street, 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 at the end of each pay period to the Office of the Director/Deputy Director.
- C. Each employee will be allowed 45 minutes for lunch and one 15-minute break during each half-day of work.

### 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 prorated for employees in the first year of continuous service with the Board according to time earned, i.e. employee earns ½ day every ½ 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 prorated basis in accordance with B.1.
  - 3. <u>Seasonal</u> employees may be granted vacation leave on the basis stated in B.1.

- 4. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.
- 5. Accumulation of vacation Where, in any calendar year, the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and may be carried over 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 la 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 the employee's household. A physician's certificate may be required whenever an employee is on sick leave for five consecutive working days or more."

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 (%) 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 eletts 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 Civil Service rules and further clarified by Agency policy and procedure.
- F. Every employee covered by this Contract shall receive up to three (3) days Bereavement Leave 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, aunt or uncle, step-child, step-parent, niece, nephew, or relative who resides in the home of the employee. 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 semi-annual 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 current practice by which each individual employee is covered by medical insurance in the form of Blue Cross/Blue Shield, Major Medical and Rider J or by the Rutgers Community Health Plan, Healthways or HMO/NJ, if geographically appropriate.
  - 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.
  - 3. If the County or State adopts another medical insurance plan which improves benefits or is of at least equal benefit, the Board agrees to notify the Organization of such change as soon as reasonably practicable. The Board agrees to re-open negotiations on such plan within 30 days of receipt of written request for such negotiations from the Organization. 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.

4. The Middlesex County Board of Social Services will extend to a maximum period of ninety (90) days the 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.

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 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 January 1, 1984 to December 31, 1986. The plan is administered by the Great West Life Assurance Company. 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 perpay premium deductions are as follows:

Coverage	Per-Pay Deduction Effective 12/1/83
Single	\$ 0
Modified Family	\$ 3.46
Family	\$ 14.31

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 is covered by a Drug Prescription Program, known as Pharmaceutical Card System, Inc., insured by the Great West Life Assurance Company, or a similar plan of equal benefit.
- 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. If the County of Middlesex adopts another type of insurance plan, the Board agrees to notify the Organization of any such change as soon as reasonably practicable. The Board agrees to re-open negotiations on such plan within thirty (30) days of receipt of written request for such negotiations from the Organization. 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.
- F. 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 \$60 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.
- G. 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.

# 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 \$22,000) 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

Seven (7) aggregate days per calendar year, if necessary, with pay shall be granted by the Agency for Organization members to attend labor related conferences. The Organization shall request these days at least one week in advance, subject to the approval of the Director of Welfare or 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.

### ARTICE 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

#### 2. 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 Civil Service 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.

- as compelling the Organization to submit a grievance to arbitration or to represent an employee before Civil Service. 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 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 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 Civil Service Commission. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.
- e. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely

to the interpretation and application of this Agreement. He/she shall confine 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, 1983

- 1. All titles with a Salary Differential, as specified in the prior agreement which expired June 30, 1983, will be moved step-to-step up one range on the salary schedule and the Salary Differential will be eliminated.
- In addition to A.l. above, the titles of Public Information Officer, Chief Clerk and Data Processing Coordinator shall be moved step-to-step one additional range on the salary schedule.
- 3. All employees covered by this Contract shall have their salaries adjusted step-to-step from Compensation Scheule 40 to the Compensation Schedule effective July 1, 1983 found in Appendix A of this Agreement, which reflects approximately a 3% increase over Compensation Schedule 40.

### B. Effective January 1, 1984

- 1. All employees covered by this Contract shall have their salaries adjusted step-to-step from the July 1, 1983 Compensation Schedule to the January 1, 1984 Compensation Schedule found in Appendix A of this Agreement, which reflects approximately a 3% increase over the Compensation Schedule dated July 1, 1983.
- 2. The January 1, 1984 Compensation Schedule reflects the inclusion of one additional step on each salary range which establishes a new maximum for each salary range.

All employees who had reached max on or before January 1, 1983 and who have a satisfactory evaluation for the 12-month period ending December 31, 1983 shall receive an Anniversary Increment placing them on the 9th step of their salary range effective January 1, 1984.

### C. Effective July 1, 1984

1. All employees covered by this Contract shall have their salaries adjusted step-to-step from the Compensation Schedule dated January 1, 1984 to the Compensation Schedule dated July 1, 1984 found in Appendix A of this

Agreement, which reflects approximately a 3% increase over the Compensation Schedule dated January 1, 1984.

2. The titles listed below will be moved up one range by adjusting the salary to the new range less one step from the old range:

Assistant Training Supervisor
Chief Clerk
Data Processing Coordinator
Field Office Supervisor
Public Information Officer
Supervisor of Administrative
Services

Employees serving in these titles will not be eligible for an Anniversary Merit Increment until July 1, 1985 or after, in accordance with the anniversary merit increment plan, if they were compensated on the 9th step of their salary range prior to July 1, 1984.

### D. Effective January 1, 1985

their salaries adjusted step-to-step from the Compensation Schedule dated July 1, 1984 to the Compensation Schedule dated January 1, 1985 found in Appendix A of this Agreement, which reflects approximately a 4% increase over the Compensation Schedule dated July 1, 1984.

- E. Employees not at the maximum of their salary range shall be entitled to a Merit Increment on the anniversary date provided they have satisfactorily completed at least one (1) year of continuous service.
  - 1. Employees shall be entitled to a merit increment on a guarterly basis as follows:
    - a. Employees hired on January 3 through
      April 1 shall receive an increment
      on April 1st of the following year.
    - b. Employees hired on April 2 through July 1 will receive an increment on July 1st of the following year.
    - c. Employees hired on July 2 through October 1 will receive an increment on October 1st of the following year.
    - d. Employees hired on October 2 through
      December 31 will receive an increment
      on January 1st of the second year following date of hire. Those hired on
      January 1 and January 2 will receive
      their increment on January 1st of the
      following year.

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

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.

### APPENDIX A

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

# MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' CONTRACT

### REVISED EFFECTIVE 7/1/83

TITLE	SALARY RANGE. EFF. 7/1/83	SALARY RANGE EFF. 7/1/84
Administrative Analyst, Welfare	25	25
Administrative Supervisor of Income Maintenance	28	28
Administrative Supervisor of Social Work	. 28	28
Assistant Administrative Supervisor of Income Maintenance	26	26
Assistant Administrative Supervisor of Social Work		26
Assistant Chief Investigator, County Welfare Agency .	25	25
Assistant Training Supervisor, County Welfare Agency	24	25
Chief Clerk, County Welfare Agency	23	24

Training Supervisor, County Welfare Agency	Supervisor of Administrative Services	Supervising Administrative Analyst	Senior Personnel Technician	Public Information Officer	Management Specialist	Homemaker Service Supervisor/ Senior Community Planner	Field Office Supervisor, CWA	Data Processing Coordinator	Consultant on Aging	Chief Investigator	TITLE
27	24	, 27	24	24	25	. 24	27	26	24	27	SALARY RANGE EFF. 7/1/83
27	25	27	24	25	25	. 24	28	27	24	. 27	SALARY RANGE EFF. 7/1/84

<sup>\*</sup>Salary range is determined by the Middlesex County Board of Social Services based on scope of duties and responsibilities for the particular position.

IDDLESEX COUNTY BOARD OF SOCIAL SERVICES
ALARY SCHEDULE EFFECTIVE 7/1/83

RANGE	ST 1	ST 2	ST 3	ST 4	ST 5	ST 6	ST 7	MAX
0	7014	7352	7690	8028	8366	8704	9041	9379
1	7352	7707	8062	8416	8771	9126	9481	9835
2	7707	8079	8452	8824	9197	9569	9942	10314
3	8079	8470	8862	9253	9644	10035	10426	10817
4	8470	8881	9292	9702	10113	10524	10934	11345
5	8881	9312	9743	10175	10606	11037	11468	11899
6	9312	9765	10218	10670	11123	11576	12029	12481
7	9765	10240	10716	11191	11666	12142	12617	13093
8	10240	10740	11239	11738	12237	12736	13235	13734
9	10740 -	11264	11788	12312	12836	13360	13884	14408
10	11264	11814	12364	12915	13465	14015	14565	15116
11	11814	12392	12970	13547	14125	14703	15281	15859
12	12392	12998	13605	14212	14819	15425	16032	16639
13	12741	13378	14015	14652	15289	15926	16563	17200
13A	12998	13636	14273	14910	15547	16184	16821	17458
14	13378	14047	14716	15385	16054	16723	17391	18060
15	14047	14749	15452	16154	16856	17559	18261	18963
16	14749	15487	16224	16962	17699	18437	19174	19911
17	15487	16261	17035	17810	18584	19358	20133	20907
18	16261	17074	17887	18700	19513	20326	21139	21952
19	17074	17928	. 18782	19635	20489	21343	22196	23050
20	17928	18824	19721	20617	21513	22410	23306	24203
21	18824	19765	20707	21648	22589	23530	24471	25413
22	19765	20754	21742	22730	23718	24707	25695	26683
23	20754	21791	22829	23867	24904	25942	26980	28017
24	21791	22881	23970	25060	26150	27239	28329	29418
25	22881	24025	25169	26313	27457	28601	29745	3088 <i>9</i>
2.5	240 <b>25</b>	25226	26427	27629	28830	30031	31 232	32434

				e <b>de</b>				
27	25226	26488	27749	29010	30271	31533	32794	34055
28	26488	27812	29136	30461	31785	33109	34434	35758
29	27812	29203	30 <b>593</b>	31984	33374	34765	36155	37546
30	29203	30663	32123	33583	35043	36503	37963	39423
31	30663	32196	33729	35262	36795	38328	39861	41395
32	32196	33806	35415	37025	38635	40245	41854	43464
33	33806	35496	37186	38876	40567	42257	43947	45637
34	35496	37271	39045	40820	42595	44370	46145	47919
35	5 37271	39134	40998	42861	44725	46588	48452	50315
36	39134	41091	43048	45004	46961	48918	50874	52831
37	7 41091	43145	45200	47254	49309	51364	53418	55473
38	3 43145	45303	47460	49617	51774	53932	56089	58246

RANGE	ST 1	ST 2	ST 3	ST 4	ST 5	ST 6	ST 7	ST 8	MAX
0	7225	7573	7921	8269	8617	8965	9313	9661	10009
1	7573	7938	8303	866 <b>9</b>	9034		9765	10130	10496
2	7938	8322	8705	9089	9473	9856	10240	10624	11007
3	8322	8725	9127	9530	9933	10336	10739	111.41	11544
4	8725	9148	9570	9993	10416	10839	11262	11685	12108
5	9148	9592	10036,	10480	10924	11368	11812	12256	12700
6	9592	10058	10524	10991	11457	11923	12390	12856	13322
7	10058	10548	11037	11527	12016	12506	12996	13485	13975
8	10548	11062	11576	12090	12604	13118	13632	14146	14661
9	11062	11602	12141	12681	13221	13761	14301	14840	15380
10	11602	12168	12735	13302	13869	14436	15002	15569	16136
11	12168	12763	13359	13954	14549	15144	15739	16334	16930
12	12763	13388	14013	14638	15263	15888	16513	17138	17763
13	13123	13779	14436	15092	15748	16404	17060	17716	18372
13A	13388	14045	14701	15357	16013	16669	17325	17982	18671
14	13779	14468	15157	15846	1 6535	17224	17913	18602	19291
15	14468	15192	15915	16639	17362	18085	18809	19532	20256
16	15192	15951	16711	17470	18230	18990	19749	20509	21268
17	15951	16749	17546	18344	19142	19939	20737	21534	22332
18	16749	17586	18424	19261	20099	20936	21774	22611	23448
19	17586	18466	19345	20224	21104	21983	22862	23742	24621
20	18466	19389	20312	21235	22159	23082	24005	24929	25852
21	19389	20358	21328	22297	23267	24236	25206	26175	27144
22	20358	21376	22394	23412	24430	25448	26466	27484	28502
23	21376	22445	23514	24583	25652	26720	27789	28858	29927
24	22445	23567	24690	25812	26934	28056	29179	30301	31423
25	23567	24746	25924	27102	28281	29459	30438	31816	32994
25	24746	25983	27220	28458	29695	30932	32169	33407	34644

- T-7-	Print Harris								
27	25983	27282	28581	29880	31180	32479	33778	35077	36376
28	27282	28646	30010	31374	32739	34103	35467	36831	38195
29	28646	30079	31511	32943	34376	35808	37240	38672	40105
30	30079	31583	33086	34590	36094	37598	39102	40606	42110
31	31583	33162	34741	36320	37899	39478	41057	42636	44216
32	33162	34820	36478	38136	39794	41452	43110	44768	46426
33	34820	36561	38302	40043	41784	43525	45266	47007	48748
34	36561	38389	40217	42045	43873	45701	47529	49357	51185
3 <b>5</b>	38389	40308	42228	44147	46066	47986	49905	51825	53744
36	40308	42324	44339	46354	48370	50385	52401	54416	56431
37	42324	44440	46556	48672	50788	52904	55021	57137	59253
38	44440	46662	48884	51106	53328	55550	57772	59994	62216

MIDDLESEX COUNTY

### BOARD OF SOCIAL SERVICES

. şALARY SCHEDULE EFFECTIVE 7/1/84

RANGE	ST 1	ST 2	ST 3	ST 4	ST 5	ST 6	ST 7	ST 8	MAX
()	7441	7800	8158	8517	8875	9234	95 <b>9</b> 2	9950	10309
1	7800	8176	85 <b>5</b> 3	8929	9305	9682	10058	10434	10811
2	8176	8571	8967	9362	9757	10152	10547	10942	11337
3	8571	8986	9401	9816	10231	10646	11061	11476	11891
4	8986	9422	9858	10293	10729	11165	-11600	12036	12472
5	9422	9879	10337	10794	11252	11709	12167	12624	13081
. <b>చ</b>	9879	10360	10840	11320	11801	12281	12761	13242	13722
7	10360	10864	11368	11873	1 2377	12881	13386	13890	14394
8	10864	11394	11923	12453	12982	13512	14041	14571	15100
9	11394	11950	12506	13062	13618	14174	14730	15286	15842
10	11950	12533	13117	13701	14285	14869	15452	16036	16620
11	12533	13146	13759	14372	14985	15598	16211	16824	17437
12	13146	13790	14434	15077	15721	16365	17008	17652	18296
13	13517	14193	14869	15544	16220	1 4896	17572	18248	18924
13A	13790	14466	15142	15818	16493	17169	17845	18521	19231
14	14193	14902	15612	16322	17031	17741	18451	19160	19870
15	14902	15647	16393	17138	17883	18628	19373	20118	20863
16	15647	16430	17212	17995	18777	19559	20342	21124	21906
17	16430	17251	18073	18894	19716	20537	21359	22180	23002
18	17251	18114	18976	19839	20702	21564	22427	23289	24152
19	18114	19020	19925	20831	21737	22642	23548	24454	25359
20	19020	19971	20922	21873	22824	23775	24725	25676	26627
21	19971	20969	21968	22966	23965	24963	25962	26960	27959
22	20969	22018	23066	24114	25163	26211	27260	28308	29357
23	22018	23118	24219	25320	26421	27522	28623	29724	30825
24	23118	24274	25430	26586	27742	28898	30054	31210	32366
25	24274	25488	26702	27916	29129	30343	31557	32770	33984
26	25488	26762	28037	29311	<b>30</b> 586	31860	33135	34409	35683

			and the second second second second						
27	26762	28101	29439	30777	32115	33453	34791	36129	37467
23	28101	29506	30911	32316	33721	35126	36531	37936	39341
29	29506	30981	32456	33931	35407	36882	383 <b>57</b>	39833	41308
30	30981	32530	34079	35628	37177	38726	40275	41824	43373
31	32530	34156	35783	37409	39036	40662	42289	43915	45542
32	34156	35864	37 <b>57</b> 2	39280	40988	42696	44403	46111	47819
33	35864	37658	39451	41244	43037	44830	46624	48417	50210
34	37658	39540	41423	43306	45189	47072	48955	50838	52721
35	39540	41517	43494	45471	47448	49425	51403	533,80	55357
36	41517	43593	45669	47745	49821	51897	53973	56049	58124
37	43593	45773	47953	50132	52312	54492	56671	58851	61031
38	45773	48062	50350	52639	54928	57216	59505	61793	64032

M JIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

SALERY SCHEDULE EFFECTIVE 1/1/85

RANGE		ST 1	ST 2	ST 3	ST 4	ST 5	ST 6	ST 7	ST 8	MAX
	0	7739	8112	8485	8857	9230	9603	9976	10348	10721
	1	8112	8503	3895	9286	9677	10069	10460	10852	11243
	2	8503	8914	9325	9736	10147	10558	10969	11380	11791
	3	8914	9346	9777	10209	10640	11072	11503	11935	12366
	4	9346	9799	10252	10705	11158	11311	12064	12517	12970
	5	9799	10275	10750	11226	11702	12177	12653	13129	13605
	. ś	10275	10774	11274	11773	12273	12772	13272	13771	14271
	7	10774	11299	11823	12348	12872	13397	13921	14446	14970
	8	11299	11849	12400	12951	13501	14052	14603	15154	15704
	9	11849	12428	13006	13584	14162	14741	15319	15897	16475
	10	12428	13035	13642	14249	14856	15463	16071	16678	17285
	11	13035	13672	14310	14947	1 5585	16222	1 6860	17497	18135
	12	13672	14342	15011	15680	16350	17019	17689	18358	19028
	13	14058	14760	15463	16166	16869	17572	18275	18978	19681
	13A	14342	15045	15747	16450	17153	17856	18559	19262	20000 .
	14	14760	15498	16236	16974	17713	18451	19189	19927	20 6 6 5
	15	15498	16273	17048	17823	18598	19373	20148	20923	21698
,	16	16273	17087	17901	18714	19528	20342	21155	21969	22783
	17	17087	17941	18796	19650	20504	21359	22213	23068.	23922
	18	17941	18838	19736	20633	21530	22427	23324	24221	25118
	19	18838	19780	20722	21664	22606	23548	24490	25432	26374
	20	19780	20769	217 <b>5</b> 8	22747	23736	24725	25715	26704	27693
	21	20769	21808	22846	23885	24923	25962	27000	28039	29077
	22			23989	25079	26169	27260	28350	29441	30531
	23		. •	25188	24333	27478	28623	29768	30913	32058
	24					_	30054	31 256	32458	33660
	25						31557	32819	34081	35343
					30484			34460	35785	37111
	26		, ,,,,,,,,,				and the same section of the same of the sa		and the second s	

_									
27	27833	27225	30616	32008	33400	34791	36183	37575	38966
28	29225	30486	32147	33608	35070	36 <b>531</b>	37992	39453	40915
29	30686	32220	33754	35289	36823	38357	39892	41426	42960
30	32220	33831	35442	37053	38664	40275	41886	43497	45108
31	33831	35523	37214	38906	40597	42289	43981	45672	47364
32	35523	37299	39075	40851	42627	44403	46180	47956	49732
33	37299	39164	41029	42894	44759	46624	48489	50353	52218
34	39164	41122	43080	45038	46997	48955	50913	52871	54829
35	41122	43178	45234	47290	49346	51403	53459	55515	57571
36	43178	45337	47496	49655	51814	53973	56132	53290	60449
37	45337	47604.	49871	52138	54404	56671	58938	31205	63472
38	47604	49984	52364	54744	57125	59505	61385	64265	65645

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by its representative officers or agents on this /944 day of /944.

MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' ORGANIZATION

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

Claime Minter

Alan Hunter

Grand Reube

Havell P.Br. 6