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**THIS DOES NOT
CIRCULATE**

Agreement between

MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

and

MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' ORGANIZATION

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Institute of Management and
Labor Relations

JUL 21 1980

RUTGERS UNIVERSITY

5/7/79 - 6/30/81

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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

Consultant on Aging

Data Processing Coordinator

Field Office Supervisor

Management Specialist

Public Information Officer

Senior Personnel Technician

Supervisor of Administrative Services

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.

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ARTICLE II - CONTRACT PERIOD

- A. This agreement shall be effective for the period May 7, 1979 through June 30, 1981 with a wage reopener and three articles effective July 1, 1980.

- B. By this agreement, this contract and all its provisions (except for salary differentials, if any, which shall expire June 30, 1980 as set forth in Article XV), 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.

M. L. Hollis

A. Pulicis

P. A. Coles

Eddy J. ...

Patricia Whitaker

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 or this agreement.

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

ARTICLE IV - ORGANIZATION RIGHTS

A. The Board agrees to deduct the amount of monthly Organization dues from the paychecks of each employee who furnished a written authorization for such deduction to the Board. Dues shall be \$4.00 per month per employee, or such other amount as may be calculated and certified to the Board by the Organization at least 30 days prior to the date on which the deduction of Organization dues is to be made. Deductions of Organization dues 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.

B.1. The Board agrees to furnish one bulletin board in each office (125 New Street, 390 George Street, New Brunswick; 252 Madison Avenue, Perth Amboy) in a convenient place to be used exclusively by the Organization. The Organization will notify the Board of the person, in each office site, 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.

ARTICLE VI - HOURS OF WORK

- A. Hours of work for all employees covered by this contract shall be 8:30 a.m. to 4:15 p.m., with 45 minutes for lunch, and one (1) 15 minute break during each half day of work.

- B. All employees covered by this contract shall punch in and out on the time clock using the same standard practices and procedures. This provision shall be effective through June 30, 1980.

ARTICLE VII - HOLIDAYS AND LEAVES

- A. Each employee covered by this contract who was hired prior to July 1, 1974 shall be allowed four (4) days per annum for religious observances or for personal business. Each employee covered by this contract who was hired on or after July 1, 1974 shall be allowed three (3) days per annum for religious observances or for personal business. Personal 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 1/2 day every two months, with a maximum of 3 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. Vacation leave shall be granted in accordance with the provision of Ruling 11, in effect 7/1/78, Part II, Section 5b.

- C. Sick days shall be accrued at the rate of one (1) day per month or major fraction thereof during the remainder of the first calendar year of employment and 1-1/4 days per month thereafter. Sick days may be accumulated indefinitely. Sick leave shall be granted in accordance with the provisions of Ruling 11, Part 2, Section 5a.
- D. All employees who retire from the PERS 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 (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed \$12,000.00. An employee who elects a deferred retirement benefit shall not be eligible for this lump sum payment.
- E. Leaves of absence with or without pay may be granted in accordance with the provisions of Ruling 11, Part II and further clarified by agency procedure.

F. Every employee covered by this contract shall receive up to three (3) days bereavement leave, once in each calendar year. This leave shall be granted in the event of the death of that employee's spouse, child, parent, grandchild, grandparent, brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, blood related aunt or uncle. The time during which this bereavement leave will be allowed shall be at the discretion of the employee within ten (10) days of the date of death. If any bereavement leave days are not used during the calendar year, they shall not be carried over into the following calendar year.

G. The following holidays will be observed pursuant to Ruling 11, Part II, 5g(1):

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

General Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

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

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. The Board and the Organization agree on current practices 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, or a similar plan of equal benefit. Effective with the date of this contract the employees may elect options as to coverage made available by the County at the employee's expense.
- B. The Board and the Organization agree on current practice by which each individual employee is covered by dental insurance through the plan known as Great West Life, or a similar plan of equal benefit.
- 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 Co., or a similar plan of equal benefit.

- D. The Board and the Organization agree on current practice by which employees who retire at age 55 or after, and who have completed 25 years of service credit in the Public Employees Retirement System, will have hospitalization insurance paid by the Board upon such retirement, according to County policy.
- E. If the County of Middlesex adopts another type of insurance plan, the Board agrees to re-open negotiations on such plan within 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 Division of Public Welfare.
- F. The Board and the Organization agree on the implementation of a Vision Care Program for all employees who have completed at least two months of continuous service with the Board. Each covered employee shall be eligible to receive one reimbursement for vision care services during any two-year period commencing on January 1, 1980. Such reimbursement is limited to twenty (\$20) dollars for regular lenses or twenty-five (\$25) dollars for bifocal or tri-focal lenses. Coverage

ARTICLE IX - TRANSPORTATION AND REIMBURSEMENT

Employees who are authorized to use their own cars will be compensated at the rate of 16¢/mile. Should an increase in the rate of per mile reimbursement be enacted as a result of enabling State legislation, the Board agrees to re-open negotiations on such an increase within 30 days of receipt of a written request for such negotiations from the Organization. When both parties agree to such an increase it will be submitted for review and be subject to approval by the Division of Public Welfare.

ARTICLE X - LONGEVITY

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

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

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

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

Effective January 1, 1977 the present longevity program will continue for all employees on the payroll as of December 31, 1976. Employees beginning employment with the Board on January 1, 1977, and thereafter will not accrue longevity.

ARTICLE XI - CONFERENCE DAYS

Five (5) 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 Board 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. One (1) Organization representative shall have the right to speak at the public session of a Board Meeting, provided he/she submits a request to be allotted time on the agenda seven (7) days in advance of the scheduled meeting date. Such advance notice is for the purpose of allowing inclusion of the discussion on the agenda notice for the Board Meeting. The Board shall receive the issue as introduced and has the right to either accept it as current business or consider it for further action.

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

The purpose of this procedure is to assure, at the lowest possible level, prompt and equitable solutions of problems arising from the administration of this Agreement, or other conditions of employment, by providing the exclusive vehicle other than appeal to the Civil Service Commission, for settlement of employee grievances for titles covered by this bargaining unit.

B. Definitions

The term "grievance" shall mean a claim or allegation of:

1. A violation, misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure herein (hereafter referred to as a "contractual grievance"); or
2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board which affect the terms and conditions of employment which do not constitute a violation of the terms of this agreement included in B.1. above (hereafter referred to as a "non-contractual grievance")

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 representative shall present the employee's written grievance or dispute to the Deputy Director or other designee who is not in the bargaining unit, such as the Fiscal Officer, within fifteen (15) working days of its occurrence. Failure to act within fifteen (15) days shall be deemed to constitute abandonment of the grievance. The Deputy Director shall schedule a hearing within ten (10) working days of receipt of the grievance. The Deputy Director shall render a decision in writing to the grievant within ten (10) working days of the date of the hearing.

Step 2

If the grievance is not settled at the first step the grievant shall have the right of appeal by serving a written notice of appeal to the Director within ten (10) working days of the receipt of the written decision 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

- a. Should the grievant disagree with the decision of the Director or her designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his 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 and binding on both parties.

- b. A minority organization shall not present or process grievances.

E. Election of Remedies

1. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the employee may present his complaint to Civil Service directly. In this instance, when the employee has a right of appeal to Civil Service in accordance with their regulations, the complaint cannot be processed as a grievance.
2. Nothing in this Agreement shall be construed as compelling the Organization to submit/to represent an employee before Civil Service.
3. Any decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve a decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the Organization from thereafter moving in an appropriate forum for the enforcement of the decision or award.

4. The Board may prescribe an appropriate back pay remedy when it finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that the Board may not make an award which exceeds its authority.

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

ARTICLE XV - SALARIES

Administrative employees shall be compensated in accordance with the following categories.

- A. Effective July 1, 1979 or subsequent date of appointment, employees in the titles of Field Office Supervisor and Training Supervisor will receive an increase of one (1) range and be moved step-to-step from Range 25 onto Ruling 11, Appendix II, Compensation Schedule H, Range 26 in effect July 1, 1979.
- B. Effective July 1, 1979 or subsequent date of appointment, employees in the title of Assistant Training Supervisor will receive an increase of two (2) ranges and will be moved step-to-step from Range 21 onto Ruling 11, Appendix II, Compensation Schedule H, Range 23 in effect July 1, 1979.
- C. Effective August 13, 1979 or subsequent date of appointment, employees in the title of Senior Personnel Technician will receive an increase of one (1) range and will be moved step-to-step onto Ruling 11, Appendix II, Compensation Schedule H, Range 23 in effect July 1, 1979.

D. Effective July 1, 1979 or subsequent date of appointment, all other Administrative employees as delineated in Section G of this Article shall have their salaries adjusted step-to-step in accordance with Appendix II, Compensation Schedule H reflected in Ruling 11 in effect July 1, 1979.

E. Effective July 1, 1979 all Administrative employees hired by the Board before May 7, 1979, in titles covered by this Agreement shall receive a Salary Differential of 5% based on the minimum step of the applicable salary range in accordance with Compensation Schedule H in Ruling 11 in effect July 1, 1979. These salary differentials shall terminate June 30, 1980.

F. In the event an employee is appointed to another classification, the salary differential, if applicable, shall be based on the minimum step of the salary range to which he/she is appointed on the effective date.

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G. 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 a quarterly basis as follows:
 - a. Employees hired on January 3 through April 1 shall receive an increment on April 1st of the following year.
 - b. Employees hired on April 2 through July 1 will receive an increment on July 1st of the following year.
 - c. Employees hired on July 2 through October 1 will receive an increment on October 1st of the following year.
 - d. Employees hired on October 2 through December 31 will receive an increment on January 1st of the second year following date of hire. Those hired on January 1 and January 2 will receive their increment on January 1st of the following year.

H. The Salary ranges for titles covered by this Agreement, in which the titles are not covered under Section A, B or C of this Article, shall be the State authorized ranges as follows.

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<u>Title</u>	<u>Range</u>
Administrative Analyst	24
Administrative Supervisor of Income Maintenance	27
Administrative Supervisor of Social Work	27
Assistant Administrative Supervisor of Income Maintenance	25
Assistant Administrative Supervisor of Social Work	25
Assistant Chief Investigator, CWA	24
*Chief Clerk	21
Chief Investigator, CWA	26
Consultant on Aging	23
Data Processing Coordinator	24
Management Specialist	25
*Public Information Officer	22
Supervisor of Administrative Services	23

*If the State authorized ranges for these positions are increased prior to July 1, 1980, the Board agrees to re-open negotiations on these two positions within 30 days of receipt of written request for such negotiations from the Organization.

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.

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