Agreement between

## MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

and

MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' ORGANIZATION

 $\swarrow$  Effective July 1, 1981 through June 30, 1983

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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

Supervising Administrative Analyst

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.

# ARTICLE II - CONTRACT PERIOD

- A. The Agreement shall be effective for the period July 1, 1981 through June 30, 1983, with a reopener for potential range increases and title reclassifications for all titles in the bargaining unit effective July 1, 1982.
- B. By this agreement, this contract and all its provisions (except for salary differentials, if any, which shall expire June 30, 1983, 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.

### 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 bargainers 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.

- 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 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 intimately 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.

# 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 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 July 1, 1978, 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.

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, or any other blood relative who resides in the home with 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. If any bereavement leave days are not used during the calendar year, they shall not be carried over into the following calendar year.

If Ruling 11 changes, increasing the number of bereavement days, 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 changes within thirty (30) days of receipt of written request for such negotiations from the Organization.

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
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day

Christmas Day

Whenever any above holidays 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.

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## 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, if geographically appropriate. From July 1, 1981 until the State Plan permits a change, the medical insurance Blue Cross/Blue Shield Plan will continue under Series 750. Effective when the State Health Benefits Plan permits, the medical insurance Blue Cross/Blue Shield Plan will change to the 1420 Series.
  - 2. Effective July 1, 1980, 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 Division of Public Welfare.

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 employees' 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 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 Company, 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 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 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-five (\$25) dollars for regular lenses or thirty (\$30) dollars for bifocal or tri-focal lenses and up to twenty-five (\$25) dollars for eye examination as of July 1, 1981. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual.

If the County or State adopts another Vision Care Program 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 thirty (30) days of receipt of written request for such negotiations from the Organization. When both parties agree to the adoption of such program it will be submitted for review and be subject to approval by the Division of Public Welfare.

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The Board agrees to provide Disability Insurance through the New Jersey State Temporary Disability Benefits

Program effective/ Nativety/N//19/87, 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.

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# ARTICLE IX - TRANSPORTATION AND REIMBURSEMENT

Effective July 1, 1980, employees who are authorized to use their own cars will be compensated at the rate of 18¢/mile. Should an increase in the rate of per mile reimbursement be enacted as a result of enabling State legislation, the Board agrees to re-open negotiations on such an increase within 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 base salary (maximum base \$20,000) as of the immediately preceding December 31st, 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.

If the County Plan changes, 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 thirty (30) days of receipt of written request for such

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

# 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. 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.

C. 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

- 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 "noncontractual 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

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Addit/dd/hon/eit/, 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

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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. grievant and/or the Organization representative may request an appearance before the Board. 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 in those grievances which are defined as non-Board shall be final/ The grievant may be reprecontractual sented by an Organization Officer. A minority organization shall not present or process a grievance.

#### ARBITRATION

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iIn 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 2.

(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

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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 2<sup>3</sup>decision.

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- (2) Nothing in this Agreement shall be construed 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 decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.
- f. The cost of the arbitrator and his expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- g. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

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

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

i. The decision or award of the arbitrator shall be final and binding on the Board of Social Services, the 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.

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

- j. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
- E. There shall be no loss of pay for 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 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.
- H. One (1) 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. 1. Effective July 1, 1981, or subsequent-date of employment, all employees shall have their salaries adjusted step-to-step in accordance with Appendix II of Compensation Schedule I contained in Ruling 11 in effect July 1, 1981.
  - 2. Effective January 1, 1982, or subsequent date of employment, all employees shall have their salaries adjusted step-to-step in accordance with Appendix II of Compensation Schedule X contained in Ruling 11 in effect January 1, 1982.
  - 3. Effective July 1, 1982, or subsequent date of employment, all employees shall have their salaries adjusted step-to-step in accordance with Appendix II of the Compensation Schedule which would reflect approximately a 7% increase over Compensation Schedule X referred to in paragraph A. 2. above. The appropriate Compensation Schedule will be reflected in Ruling 11 to be revised effective July 1, 1982.

- B. 1. Effective July 1, 1981, a Salary Differential of 5% based exclusively on the minimum step of the applicable salary range, in accordance with Appendix II, Compensation Schedule I reflected in Ruling 11 revised effective July 1, 1981, will be paid to all Administrative employees whose most recent hire was before January 1, 1981. These Salary Differentials shall terminate on December 31, 1981.
  - a. Effective January 1, 1982, a Salary Differential of 5% based exclusively on the minimum step of the applicable salary range, in accordance with Appendix II, Compensation Schedule X reflected in Ruling 11 revised January 1, 1982, will be paid to all Administrative employees whose most recent hire was before January 1, 1981. These Salary Differentials shall terminate on June 30, 1982.

Effective July 1, 1982, a Salary Differential of 5% based exlusively on the minimum step of the applicable salary range, in accordance with Appendix II of the Compensation Schedule reflected

in paragraph A. 3. above, will be paid to all Administrative employees whose most recent hire was before January 1, 1981.

These Salary Differentials shall terminate on June 30, 1983.

- C. 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.
- D. 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.

## 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.
- D. 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.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by its representative officers or agents on this 20 day of Moreobe, 1981.

MIDDLESEX COUNTY WELFARE
ADMINISTRATIVE EMPLOYEES'

ORGANIZATION

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MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES

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APPROVED BY:

Director, Division of Public Welfare