

THIS BOOK DOES NOT CIRCULATE

7/1/75 - 6/30/76

PREAMBLE

This agreement is entered into by the Middlesex County Welfare Board (herein referred to as the Board) and the Communications Workers of America, AFL-CIO (herein referred to as the Union). *local 1082,*

ARTICLE I - UNION RECOGNITION

The Middlesex County Welfare Board agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive collective bargaining representative of the employees in the following job titles: account clerk, account clerk (typing), building maintenance worker, building service worker, clerk, clerk-bookkeeper, clerk-stenographer, clerk-transcriber, clerk-typist, clerk-typist - bilingual Spanish, health aide, home service aide, homemaker service supervisor, income maintenance aide, income maintenance specialist, income maintenance specialist-bilingual Spanish, income maintenance supervisor, income maintenance technician, income maintenance technician-bilingual Spanish, investigator, key punch machine operator, office appliance operator, principal account clerk, principal clerk, principal clerk-bookkeeper, principal clerk-stenographer, principal clerk (typing), receptionist (typing), receptionist and interpreter (Spanish), rent and housing coordinator, senior account clerk, senior account clerk (typing), senior building maintenance worker, senior building service worker, senior clerk, senior clerk-bookkeeper, senior clerk-stenographer, senior clerk-transcriber, senior clerk-typist, senior home service aide, senior investigator, senior key punch machine operator, senior office appliance operator, senior telephone operator, social service aide, social service technician, social worker, social worker-bilingual Spanish, social work specialist, social work supervisor, telephone operator, telephone operator receptionist, welfare aide, principal tabulating machine operator.

ARTICLE II - CONTRACT PERIOD

This agreement shall be effective July 1, 1975 and shall remain in full force and effect until December 31, 1976, except where another date is specified.

ARTICLE III - HOURS

A. Hours for all employees covered by this contract (except as hereinafter provided in Paragraph B.) shall be 8:30 to 4:15, with 45 minutes for lunch, and one (1) 15 minute break during each one half day of work.

B. A second shift, from 11:30 A.M. to 7:30 P.M. Monday through Friday with 1 hour for dinner plus two (2) 15 minute breaks, will be established. Assignment to this shift will be voluntary for present employees. New employees may be assigned to the second shift provided this is a condition of their employment. Second shift employees, when authorized, may work overtime between 8:30 and 11:30 A.M.

C. All employees shall punch in and out on the time clocks using the same standard practices and procedures. This provision shall be effective through December 31, 1976.

ARTICLE IV - HOLIDAYS AND LEAVES

A. Each employee covered by this contract who was hired prior to July 1, 1974 shall be allowed four (4) days per annum for religious observances or for personal business. Each employee covered by this contract who was hired on or after July 1, 1974 shall be allowed three (3) days per annum for religious observances or for personal business. Personal days must be prorated for employees in first year of service according to time earned: i.e. employee earns 1/2 day every 2 months, with a maximum of 3 personal days per calendar year. These days are not to be deducted from vacation days or sick days allowed to all employees. These days if unused may not be carried over into

the following year.

B. Vacation leave shall be granted in accordance with Ruling 11, Part II, Section 4 b.

C. Sick days shall be accrued at the rate of 1 day per month during the first year of employment and 1 1/4 days per month thereafter. Sick days may be accumulated indefinitely.

D. With respect to A, B, and C of Article IV, permanent employees may use these days before they are earned at any time during the year in which they are earned, while temporary employees must earn them before they are used.

E. Leaves of absence with pay and leaves of absence without pay: Current practice as defined in Ruling Eleven of the New Jersey State Division of Public Welfare.

F. Every employee covered by this contract shall receive 3 days bereavement leave, once in each calendar year, in the event of the death of that employee's spouse, child, parent, brother or sister. Such leave is not accruable, and must be taken within 10 days of the death.

G. Every employee covered by this contract shall receive 1 day bereavement leave, once in each calendar year, in the event of the death of that employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent. Such leave is not accruable, and must be taken within 10 days of the death.

H. It is the policy to the Board that with respect to employees on vacation, sick leave or authorized leaves of absence of more than 5 continuous days duration, work assignments will be made with due consideration for such absences

and will be distributed as equitably as possible.

ARTICLE V - MEDICAL INSURANCE

The Board and the Union 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. Effective with the date of this contract, the employee may elect options as to coverage made available by the County at the employee's expense.

ARTICLE VI - COMPENSATION

A. Overtime compensation, at the rate of time and a half, shall be paid by the Board to all employees who work in excess of 35 hours per week. Overtime compensation must be authorized by the Director or Deputy Director.

B. If an employee works outside his classification at the request of the administration for 3 1/2 or more hours per week, he shall receive the rate of pay for that classification or the rate of pay for his own classification, whichever is higher, for the total amount of hours worked outside of his classification during that week.

C. When there are major additions to work load which have to be done within time limits, management will not expect to have this accomplished within the normal work hours.

ARTICLE VII - RECRUITMENT

The parties hereto agree that the objectives of the Board to service the public are reinforced by the development and maintenance of competent staff. To this end it is agreed that an ongoing recruitment program including the use of colleges, post-secondary and secondary schools, as well as appropriate

advertising resources and registration of any job openings with the New Jersey State Employment Service, and Civil Service facilities, shall be maintained.

The training supervisor, a spanish-speaking professional employee and a senior clerical employee, will participate in school recruitment efforts where appropriate.

A committee comprised of Union and Management personnel shall be appointed to undertake the ensurance of recruitment for employment by the Middlesex County Welfare Board from all minority groups.

#### ARTICLE VIII- HIRING PRACTICES

A. The Board agrees to hire casework and clerical employees, on a continuous basis, subject to the limitations of training capabilities, until all budget lines are filled.

B. Persons presently employed by the Middlesex County Welfare Board in the classification of Caseworker who have permanent status in such classification shall be, during the term of this agreement, retained in such classification or in an equivalent classification carrying an equal salary range.

C. Replacemnt of employees shall be continuous: replacement efforts shall begin immediately upon worker's notification of intent to leave.

#### ARTICLE IX - FACILITIES, SUPPLIES AND EQUIPMENT

The Board agrees to make every reasonable effort to provide employees covered by this contract with the supplies, equipment and telephone services adequate to perform his duties and responsibilities -- including manuals and fieldbooks.

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

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

ARTICLE X - TRAINING

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

ARTICLE XI - WORK RULES FOR THE CLERICAL STAFF

A. A file clerk shall be assigned to do filing and to be in charge of case records.

B. There shall be a sufficient number of clerical employees assigned to do the work necessary to complete the intake procedure.

C. There shall be a sufficient number of clerical employees assigned to the switchboard and to the reception desk. At least one of these clerical employees shall be Spanish-speaking.

D. Periodic meetings with caseworkers, clerical staff and supervisors shall be held during normal working hours.

E. In all cases where vacancies occur on unfilled budget lines in any department, the Director shall immediately request of the proper authorities that an examination be held for the purpose of filling the vacancy.

ARTICLE XII - PERSONNEL PRACTICES

A. Each employee covered by this contract shall receive a description of the benefits provided under the retirement system in the form of a booklet published by the State of New Jersey, as available.

B. Each employee shall be given the opportunity to review the contents of his personnel file upon request to the Director or his designee and a representative of the Union may, with the employee's written authorization, accompany said employee while he reviews his file.

The employee shall have the right to respond to any document in his personnel file. Such response shall be directed to the Director of the Welfare Board and shall be included in the respondent's personnel file.

C. The Union representatives (not to exceed three (3) individuals) shall have the right to speak at public sessions of the Board. A request for an allocation of time on the agenda will be processed in advance and consistent with the procedures of the Board. The Union will be permitted to speak on an issue raised by the Board but not on the agenda. The Union may raise an issue of an emergent nature provided it occurred subsequent to the time allowed for submission for placement on the agenda. In such an event, the Union shall be permitted to identify the issue which the Board shall receive as introduced and either accept as current business, or consider for future action.

#### ARTICLE XIII - TRANSPORTATION AND REIMBURSEMENT

A. Each employee covered by this contract who is attending special seminars and/or conferences (other than those covered in B. below) approved by the Board, shall receive a transportation and meal allowance in addition to their regular full-time pay for the period of the approved seminars and conferences as authorized in Ruling 11, Part III.

B. Twenty (20) aggregate days with pay shall be granted by the Board for employees to attend approved welfare conferences. The Union shall designate the employees who are to go and shall make timely application for this leave.

C. Each employee covered by this contract shall be reimbursed for minor emergency repairs on county vehicles, paid for by the employee. Auto repairs will be made at the Board's expense in areas designated by the Board.

D. Employees who are authorized to use their own cars will be compensated at the rate of 14¢/ mile.

E. Each employee who is required to utilize his automobile on Welfare Board business shall receive, in addition to the above mentioned expenses, an allowance of \$4.00 per month toward the cost of his automobile insurance when such insurance is in force. Each such employee shall present to the Welfare Board a proper certificate of insurance carried by said employee.

#### ARTICLE XIV - GRIEVANCES

A. Definition: A claimed violation, misinterpretation, inequitable application or noncompliance with the provisions of this contract or any supplemental agreement governing any phase of employee relationship, including matters relating to disciplinary action.

#### B. Grievance Procedure:

Step 1. Within 10 days from the date the grievance occurs, the employee and the Union shall present the grievance to the Deputy Director or her representative in writing and in duplicate (with the additional copy to be retained by the Union), and shall be entitled to an appointment to discuss the grievance. The Deputy Director shall take any steps necessary to a disposition of the grievance and shall reply in writing by the end of 5 working days following the date of submission of the grievance. A copy of the reply shall be furnished to the Union.

Step 2. An appeal from an unsatisfactory decision at Step 1 shall be presented in writing to a committee appointed by the Middlesex County Welfare Board, consisting of two (2)



persons selected from the membership of the Middlesex County Welfare Board and an attorney for the Middlesex County Welfare Board, within 7 working days of receipt of the Step 1 decision. The committee shall meet with the employee and the Union for review of the grievance and shall issue a decision by the end of 10 working days following the date on which the appeal was filed.

Step 3. Fact-finding by a member of the staff of Rutgers University Labor Education Center, designated by the Director, Governor's Office of Employee Relations. This person's findings will be non-binding. Cost of such fact-finding shall be shared by both parties equally.

C. The Union shall have the right to have one representative present at any grievance hearing, and shall be given 48 hours notice of all grievance hearings.

D. The time limits prescribed at each step of the grievance procedure may be waived by mutual agreement of the parties.

E. No employee shall lose compensation for time spent either as a grievant, witness or Union Representative (a maximum of one) in any step of the grievance procedure.

#### ARTICLE XV - DUES CHECKOFF

The Board agrees to deduct the amount of monthly Union dues from the pay checks of each employee who furnished a written authorization for such deduction to the Board. Dues shall be \$6.00 per month, or such other amount as may be certified to the Board by the Union at least 30 days prior to the date on which the deduction of Union dues is to be made. Deductions of Union dues shall be remitted by the Board to the Union 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.

ARTICLE XVI - FAIR PRACTICES

A. The Union agrees to continue to admit employees covered by this contract to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age, or draft status.

B. The Board agrees to continue its policy of not discriminating against any employee covered by this contract on the basis of race, creed, color, national origin, sex, marital status, age, draft status or participation in Union activities.

ARTICLE XVII - EDUCATION

The Educational Leave Policy of the Middlesex County Welfare Board shall be the same as stipulated in Ruling 11, Part III as promulgated by the New Jersey Division of Public Welfare. The Educational Leave Committee shall contain at least one member of the bargaining unit who shall be selected by the bargaining unit. This article shall be effective through December 31, 1976.

ARTICLE XVIII - LONGEVITY

During the term of this contract, longevity pay will be granted by the Board in accordance with the County plan as promulgated by the Board of Chosen Freeholders of Middlesex County.  
See Appendix I.

ARTICLE XIX - JURY PAY

When an employee covered by this contract serves as a juror, said employee shall receive full pay less jury pay.

ARTICLE XX - SALARIES

A. Effective July 1, 1975 all appropriate titles shall continue on the maximum allowable range for that title according to the Schedule and Ruling 11 in effect as of July 1, 1974. Effective November 5, 1975, all appropriate titles shall be brought to the maximum allowable range for that title according to the Schedule and Ruling 11 in effect as of November 5, 1975.

B. The hiring rates for various titles shall be the State authorized hiring rate for comparable titles. For listing see Appendix II.

C. The Merit Incremental System shall remain in effect as follows:

All employees who complete one year of service as of January 2 will be eligible to receive a merit increment as of January 1; an employee who completes one year of service subsequent to January 2 and prior to or on April 1 will be eligible to receive a merit increment as of April 1; an employee who completes one year of service subsequent to April 1 and prior to or on July 1 will be eligible to receive a merit increment on July 1; an employee who completes one year of service subsequent to July 1 and prior to or on October 1 will be eligible to receive a merit increment as of October 1.

D. (1) Every employee hired before July 1, 1975 will receive a Salary Differential equal to 13.5% based exclusively on the minimum step of the appropriate salary range effective July 1, 1975

(2) Every employee hired between July 1, 1975 and December 31, 1975 will receive a Salary Differential equal to 13.5% based exclusively on the minimum step of the appropriate salary range retroactive to date of employment.

(3) In situations where an employee receiving a Salary Differential is promoted or demoted to or within a title covered by this agreement, the Salary Differential of 13.5% based exclusively on the minimum step of the appropriate salary range will be recomputed on the effective date on the new range.

(4) All Salary Differentials shall expire December 31, 1976.

ARTICLE XXI - 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 and effect, but it shall not affect the remaining provisions of this agreement.

ARTICLE XXII - 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.

ARTICLE XXIII - VACANCIES WITHIN THE AGENCY

A. All vacancies within the Agency are to be filled by present employees meeting the qualifications of the job vacated, prior to hiring from other sources, insofar as permitted under the rules of Civil Service.

B. For determination of salary upon promotion, Ruling 11, Part I, Section 11 shall apply.

ARTICLE XXIV - PAY STUBS

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

ARTICLE XXV

Union members to be designated by the Union shall be granted 15 aggregate days per calendar year with full pay to attend the following Union Conventions and Conferences:

1. CWA International Convention
2. CWA District 1 Conference
3. New Jersey AFL-CIO Conventions
4. New Jersey Industrial Union Council Conferences
5. Middlesex Central Labor Council Conferences
6. Any Labor Conference specifically affecting Public Employees.

The Union shall make timely application for such leave.

ARTICLE XXVI - RESPONSIBLE RELATIONS

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

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

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

IN WITNESS THEREOF, the parties have caused this contract  
to be executed by its respective officers or agents on  
this 30<sup>th</sup> day of April 1976.

Jean Fawcett - C.W.A. Rep  
[Signature]

[Signature]  
Chairman

[Signature]

[Signature]  
Dir - [unclear]

[Signature]

[Signature]  
Director

Mary T. [unclear]

Approved by: [Signature]  
Director - Division of Public Welfare 5/2/76

All eligible employees shall be entitled to receive longevity which will be based upon their salary (maximum base \$18,000) as of December 31, 1974 starting with the completion of the 8th year of service as follows:

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.

## APPENDIX II

## STATE HIRING RATES

<u>POSITION</u>	<u>SALARY RANGE</u>	<u>HIRING RATE</u>
Account Clerk	5364 - 7240	5632
Account Clerk (Typing)	5364 - 7240	5632
Building Maintenance Worker	5109 - 6894	6384
Building Service Worker	5109 - 6894	6384
Clerk	4866 - 6567	5595
Clerk-Bookkeeper	5364 - 7240	5632
Clerk-Typist	5364 - 7240	5632
Guard	6210 - 8387	6521
Income Maintenance Aide	5109 - 6894	5874
Key Punch Machine Operator	5364 - 7240	5632
Mail Clerk	4866 - 6567	5595
Office Appliance Operator	5364 - 7240	5632
Receptionist & Interpreter	5364 - 7240	5632
Receptionist	5364 - 7240	5632
Senior Mail Clerk	5632 - 7606	5914
Social Service Aide	5109 - 6894	5874

In a separate agreement with Mr. Henry Nobrega, Personnel Officer, Division of Public Welfare, authorization was given to the Middlesex County Welfare Board to hire Home Service Aides at the second step on their range, 5632 - 7606, which is 5914.



HOLIDAYS

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veterans' Day

Thanksgiving Day

Christmas Day

The above holidays are granted. Whenever any holiday referred to above falls on a Sunday, the following day is granted. 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.