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Paul Moor

THIS BOOK DOES
NOT CIRCULATE

CONTRACT
BETWEEN
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
AND
MIDDLESEX COUNTY WELFARE BOARD

1971-1972

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PREAMBLE

This agreement, effective January 1, 1971, is entered into between 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).

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: Clerk, clerk-typist, clerk stenographer, clerk-bookkeeper, telephone operator receptionist, senior accountant-clerk, senior clerk-typist, senior clerk-stenographer, senior clerk-bookkeeper, welfare aide, principal clerk-stenographer, caseworker, casework specialist and supervisor of casework.

ARTICLE II - CONTRACT PERIOD

This agreement shall be effective on January 1, 1971 and shall remain in full force and effect until December 31, 1972. This agreement may be re-opened as of October 1, 1971, for renegotiation only on the matters of salaries and other economic issues; and such matters negotiated and agreed upon to become effective January 1, 1972, unless otherwise agreed upon by the parties.

Negotiations on a successor contract shall commence on or about October 1, 1972 upon written notice by one party to the other at least sixty (60) days prior to the expiration date of the agreement of a desire to change, modify or terminate the agreement.

ARTICLE III - HOURS

Hours for all employees covered by this contract 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.

ARTICLE IV - HOLIDAYS AND LEAVES

A. Every employee shall be allowed 3 days per annum for religious observance or for personal business. 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 days shall be accrued at the rate of 1 day per month during the first 10 years of employment, 1 1/3 days per month during the next 10 years of employment, and 1 2/3 days per month thereafter. Vacation days may be carried over for one year after they are earned.

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 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 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, or sister-in-law. Such leave is not accruable, and must be taken within 10 days of the death.

H. It is the policy of 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. 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. This compensation may be in the form of compensatory time off or pay.

B. If an employee works outside of his classification at the request of the administration for 3½ 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.

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.

During the calendar year 1971, when an authorized budgeted Caseworker position becomes vacant and a Welfare Aide identified in Appendix II is among the persons certified to this position, the authorized position of Caseworker must be filled and a Welfare Aide, so listed, certified to this position be given preference to the maximum extent permitted by law.

C. The Board agrees to hire supervisors until such time as there are 5 caseworkers per supervisor.

D. Replacement of employees shall be continuous: replacement efforts shall begin immediately upon workers notification of intent to leave.

E. In order to ease summer workload problems, the Board agrees to make available a minimum of 5 budget lines for the hiring of qualified persons, in accordance with Civil Service Guide Lines, between the period June 15 and September 15.

ARTICLE IX - FACILITIES, SUPPLIES AND EQUIPMENT

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

ARTICLE X - TRAINING

A. The union agrees to current practice (as of January 1, 1971) in the area of casework training. The Board agrees that any modification in this practice shall be made by the training supervisor in consultation with the Board and the Union.

B. The Board agrees that there shall be an orientation period to properly train all new clerical employees hired.

C. The Board agrees that all employees transferred or assigned to work locations which utilize or convert to electronic data processing shall receive training in the use of such data processing.

D. The Board agrees that training and staff development shall be continuous and ongoing for all the titles covered by the contract. Moreover, the Board agrees that training is necessarily a continuous activity within

training to professional employees, during normal working hours, either through the training supervisor, the Rutgers University Extension Division, or the Rutgers University Graduate School of Social Work, the choice to be at the Board's discretion.

E. Supervisory personnel may make recommendations to the Board suggesting representatives from appropriate social service or community agencies for in-service training at nominal or no cost to the Middlesex County Welfare Board and if the Board agrees, it shall establish schedules for such meetings.

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 between 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 and he shall notify in writing all eligible employees of the time and place such examination has been scheduled.

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 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.

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 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.

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 using their own cars will be compensated at the rate of 12¢/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 while 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 government 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 MCWB and consisting of Freeholder, Peter Daly Campbell, Welfare Board attorney, John J. Hoagland, and County Adjuster, Frank Moore, 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 John J. Pearce of the Rutgers University Labor Education Center, designated by the Governor, Mr. Pearce's findings will be non-binding. Cost of such fact-finding will 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 in 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 \$4.00 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

A. A minimum of two (2) qualified caseworkers shall be afforded opportunity for educational leave, for the purpose of pursuing full-time study for a Masters Degree in Social Work, with a maximum stipend and related benefits permitted by ruling No. 11 of the Division of Public Welfare.

B. Other professional employees who wish to pursue further education in the field of Social Work shall be afforded opportunity to do so, on their own time, with compensation for tuition and fees, subject to the following conditions:

1. The employee must have a minimum of one (1) year of service with the Agency.

2. The employee may be reimbursed up to six (6) credit hours per year.

3. Such reimbursement shall be after the successful completion of the course or courses by the employee.

4. The educational program of courses to be pursued shall have been included in a general authorization or shall have been specifically approved upon individual request, by the Division of Public Welfare.

a. Where the employee elects to pursue courses for which a general authorization has been issued by the Division, he shall request approval of the employer at least fifteen (15) days prior to the date of registration.

b. Where the employee wishes to pursue courses not included in any general authorization issued by the Division, a request for approval must be submitted to the employer at least thirty (30) days prior to registration.

ARTICLE XVIII - LONGEVITY

During the term of this contract, longevity pay will be granted by the Board in accordance with the county plan as set forth in Resolution of the Board dated March 18, 1971.

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. All employees on payroll as of January 1, 1971 whose employment began on or before July 1, 1970, including any who were promoted to their present positions before January 1, 1971 shall, effective January 1, 1971, receive the amount of salary increment specified in Appendix I.

B. Employees who were on the payroll as of January 1, 1971 whose employment began after July 1, 1970 but on or before October 1, 1970 shall be entitled as of January 1, 1971 to receive a salary increase of one increment in the range designated for such position.

C. All employees who were on the payroll as of January 1, 1971 whose employment began on or after October 2, 1970 shall be entitled to receive a salary increase equal to one increment of the range designated for such position effective as of the first of the calendar month following the month in which 3 months service in such position has been completed.

D. A person occupying the position of a Casework Supervisor who obtains a Masters Degree in Social Work shall be granted a minimum of one increment within the range for the position of Supervisor of Casework.

E. Reinstatement Pay--if an employee previously employed by the Board reapplies and is hired within two years of said previous employment, he shall be paid the salary he was earning at the termination of said previous employment or the current minimum salary for that position, whichever is greater.

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 the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this agreement.

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.

IN WITNESS THEREOF, the parties have caused this contract to be executed by its respective officers or agents on this 19 day of MAY, 1971.

Communication Workers of America,

Middlesex County Welfare Board

AFL - CIO

Edmund Schmitz
Gregory Mackinnon
Paul DeRones

Sumner Moore
Peter J. Gyll

Reviewed and approved by the Division of Public Welfare N.J. Dept. of Institutions and Agencies

Frank A. Mason
Frank A. Mason, Director
Office of Employee Relations

Irving J. Engelmann
Irving J. Engelmann, Director
Division of Public Welfare

SALARIES

CWA/MCWB CONTRACT 1/1/71

A. Effective January 1, 1971, the official salary rates, ranges and standard increments for the positions listed below shall be as indicated.

B. Recognizing that some employees whose initial hiring occurred on or before July 1, 1969, have been receiving, during the year 1970, rates of compensation which deviated from the standard steps authorized, the following table shall be used to determine the amount of salary increase, if any, to which such employees shall be entitled effective as of January 1, 1971. If the employee is at a rate in the year 1970, as shown in column 3, he shall receive, as of January 1, 1971, exclusive of any longevity entitlements, the amount shown in column 4 but in no event more than the maximum of the range for such position:

<u>1</u> <u>TITLE</u>	<u>2</u> <u>RANGE</u>	<u>3</u> <u>CURRENT (1970)</u>	<u>4</u> <u>1971</u>	<u>5</u> <u>Standard Increment</u>
clerk	4104-5744	4104	4524	205
clerk Typ.	4309-6029	4309	4750	215
		4473	4976	
		4602	5202	
		4872	5428	
		5142	5654	
		5232	5880	
		5412	6029	
clerk Steno.	4524-6332	4524	4988	226
<i>clerk - Bookkeeper</i>		4709	5226	
		4850	5465	
		5120	5702	
		5660	6178	
		6110	6332	
ele. Opr. Receipt.	4750-6654	4750	5237	238
r. Clerk Typ.	5237-7333	5761	6324	262
r. Acct. Clerk	5237-7333	6452	7149	262
r. Clerk Steno.	5499-7799	6026	6641	275
		7486	7799	
r. Clerk Book.	5499-7799	5499	6049	275

Job Title	Range	Start	End	Count
Welfare Aide	5499-7699	5499	6049	275
		5926	6599	
In. Clerk Steno.	7018-9826	9396	9826	351
seworker	7737-10833	7737	8511	387
		8034	8898	
		8368	9285	
		8668	9672	
		9478	10446	
		10378	10833	
		10558	10833	
sework Specialist	8530-11946			427
Svr. of Casework	9405-13165	9405	10345	470
		9724	10815	
		9880	10815	
		10212	11285	
		10662	11755	
		11112	12225	
		11352	12695	
		11832	13165	

Benson Garfinkle

Bernice Frinch

Brenda Gould

Eileen Berman

Howard Glickstein

Judith Kein

Claudette Haba

Carl Baron

Marilyn Espada

Martin Weintraub

Joy Glaser