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THIS BOOK DOES NOT CIRCULATE

PREAMBLE

This agreement, effective *June 27, 1973* 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). The provisions of this agreement affecting wages and other economic items are to become effective January 1, 1973 except where another effective date is specifically indicated.

All other provisions contained herein shall be effective as of the date of the signing of this contract; all provisions of the 1971 contract and the 1972 revisions thereto between the Middlesex County Welfare Board and the Communications Workers of America, AFL-CIO which are not specifically revised herein are to continue in full force and effect through December 31, 1974.

All revisions contained herein are to be effective through December 31, 1974.

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 supervisor of casework, building maintenance employees and building service employees.

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INVESTIGATOR
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ARTICLE II - CONTRACT PERIOD

This agreement shall be effective on *July 27, 1973* and shall remain in full force and effect until December 31, 1974, except where specific exceptions are made.

There shall be a reopening of negotiations as to wages and educational benefits for the year 1974. Negotiations on the various negotiable items for the 1974 reopener shall begin on or about October 1, 1973.

ARTICLE III - HOURS

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

ARTICLE IV - HOLIDAYS AND LEAVES

A. Each employee covered by this contract shall be allowed four (4) days per annum for religious observances or for personal business. These personal days shall be accrued at the rate of one (1) every three (3) months retroactive to January 1, 1973. 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, 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 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 $3\frac{1}{2}$ 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.

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.

~~During the calendar year _____, when an authorized budgeted Caseworker position becomes vacant and a Welfare Aide identified in _____ 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:

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replacement efforts shall begin immediately upon worker's 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.

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.

ARTICLE X - TRAINING

A. The Union agrees to current practice (as of January 1, 197) 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 the casework process. Therefore, the Board agrees to offer in-service 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.

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.

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 which 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 and consisting of Freeholder Peter Daly Campbell, Welfare Board attorney, Bernard Shihar, 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~~ ^{\$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.

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benefits to Welfare Aides and clerical employees.

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.

M.H. *CHANGE* *IX* ARTICLE ~~XIX~~ - JURY PAY

J. Cox 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 who have been in the employ of the Board since October 1, 1972, shall receive an increase of 5% of base in salary effective and retroactive to January 1, 1973, providing such pay increase is within the ranges prescribed by the State of New Jersey, Department of Institutions and Agencies, Division of Public Welfare. As of July 1, 1973, all employees whose salaries are covered by this agreement shall receive a pay increase in the amount of 5.5%. The amounts of salary of all employees are specified in Appendix I.

B. Any professional employee who obtains a Masters Degree in Social Work shall be granted a minimum of one increment within the range of his assignment.

C. 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 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

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.

IN WITNESS THEREOF, the parties have caused this contract to be executed by its respective officers or agents on this 3rd day of July 1973.

Elmer A. [Signature]
International Representative

[Signature]

Carole B. Mickaschuk
Supervisor

Mary T. [Signature]

[Signature]
NEGOTIATOR

Marcy L. Vogel

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In promotional situations:

1. If base pay of the new position represents a 3% or more increase over the employees current salary, then base pay shall be the compensation in the new position.
2. If base pay of the new position represents less than a 3% increment, then base pay plus one increment shall be the compensation in the new position.
3. If the employee is already receiving a rate of compensation higher than base pay of the new position, compensation shall be at the incremental step of the new pay range closest to, but higher than the employee's current salary, providing such compensation represents an increase of 3% or more.
4. If the increase outlined above is less than 3%, compensation shall be set at the next highest incremental step of the new salary range.

ARTICLE XXIV IS ADDED TO THE CONTRACT AND SHALL STATE:

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

ADDENDUM TO 1973-1974 CONTRACT

BETWEEN

MIDDLESEX COUNTY WELFARE BOARD

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

The following addendum to the 1973-1974 contract between the Middlesex County Welfare Board and Communications Workers of America AFL-CIO shall become effective on

The Middlesex County Welfare Board and Communications Workers of America agree that the wage provisions of this contract shall be put into effect on the dates set forth in Article XX of this contract.

The Communications Workers of America and the Middlesex County Welfare Board agree that in the event that and to the extent that there is an actual withholding of State (if any) or Federal administrative funds by the New Jersey Division of Public Welfare or New Jersey Division of Institutions and Agencies based upon a refusal to acknowledge this contract, then the 1973 wage increases provided in this contract shall be suspended to the extent that such funds are actually withheld.

The Communications Workers of America agrees to save harmless and reimburse the Middlesex County Welfare Board for any expenditure of funds pursuant to the above mentioned 1973 wage increases in the event that and to the extent that the New Jersey Division of Public Welfare or New Jersey Department of Institutions and Agencies refuses to allow reimbursement to the Middlesex County Welfare Board as in the usual course of business.

This addendum shall in no way effect the legal right of the Communications Workers of America to sue the Middlesex

County Welfare Board in an action to enforce the provisions of this contract but is designed to protect the Middlesex County Welfare Board against the expenditure of funds in the event that and to the extent that the New Jersey Division of Public Welfare or the New Jersey Department of Institutions and Agencies refuses to allow reimbursement in the usual course of business as set forth above.

Mary H. Griffin

Sumner Brown

Elaine M. Mason
International Representative

[Signature]
NEGOTIATOR

Angela B. Mackard
Negotiator