

**AGREEMENT BETWEEN**

**MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES**

**AND**

**MIDDLESEX COUNTY WELFARE ADMINISTRATIVE EMPLOYEES' ORGANIZATION**

**EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2009**

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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

Field Office Supervisor

Homemaker Service Supervisor/Senior Community Planner

Management Specialist

Public Information Officer

Supervising Administrative Analyst

Training Supervisor

Transportation Analyst

- 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, 2003 through June 30, 2006.
  
- B. By this agreement, this Contract and all its provisions 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.
  
- C. Should the State of New Jersey and/or the County of Middlesex adopt or allow for a change, increase or improvement in the items below during the life of this Contract, the Board agrees to notify the Organization of said plan as soon as reasonably possible and to reopen negotiations within twenty (20) days of receipt of a written request from the Organization. When both parties agree to the adoption of such change, increase or improvement, it will be subject to the approval of the Board of Chosen Freeholders. The items are:

Medical Insurance

Benefit Time

Transportation Allowance

### **ARTICLE III - FAIR PRACTICES**

- A. The Board and the Organization agree that the provisions of the Contract shall be applied equally to all employees covered by this Contract and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, political or religious opinions, sexual preference or physical handicaps.
  
- B. The Board agrees not to interfere with the rights of employees covered under the terms of this Agreement to become members of the Organization and to participate in Organizational activities permissible under the law.
  
- C. The Organization recognizes its responsibility as exclusive collective negotiations representative and agrees to admit all eligible employees into the bargaining 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. Should the Organization change the dues deduction, they must notify the Board of the change and certify the amount, in writing, at least thirty (30) days prior to the month in which the change occurs.
  
- 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 181 How Lane, 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 immediately 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. If immediate action has been taken, the Board shall promptly notify a member of the Organization's Executive Board.

## **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 weekly sign-in-out record. The record will be submitted to the Office of the Director, by noon, every Monday.

C. Each employee will be allowed 45 minutes for lunch and one 15-minute break during each half-day of work.

D. An employee who is recalled for unscheduled work at a time not contiguous to his/her regular schedule of work shall receive compensation for a minimum of four (4) hours at a rate of time-and-a-half.

## **ARTICLE VII - 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. 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 1 1/2 months with a maximum of four (4) personal days per calendar year. These days are in addition to vacation days or sick days allowed to all employees. These personal days, if unused, shall not be carried over into the following calendar year.

B. 1. Full-time employees will be granted vacation leave as follows:

One (1) working day for each month of service or major fraction thereof, during the remainder of the calendar year following date of appointment;

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through nine years of service, fifteen (15) working days per year;

After nine years of service through twelve years of service, sixteen (16) working days per year;

After twelve years of service through fifteen years of service, twenty (20) working days per year;

After fifteen years of service through twenty years of service, twenty-one (21) working days per year;

After twenty years of service, twenty-five (25) working days per year.

Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Welfare Board or other county office of the same county provided there is no break in service of more than one week. Any increase in vacation days based on years of continuous county service will be credited at the beginning of the calendar year in which the employee attains it with the anticipation that his/her employment will be continuous throughout the calendar year.

- B. 2. Part-time employees will earn vacation leave on a pro-rated basis in accordance with B.1.
- 3. Seasonal employees may be granted vacation leave on the basis stated in B.1.
- 4. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.

5. Accumulation of vacation - Where, in any calendar year, the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and may be carried over to the next succeeding calendar year only.
  6. Vacation for veterans - A returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided that latter can be taken during the year of return.
  7. Deceased employees - Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in (5) above, based on the last approved compensation rate for the deceased employee.
- C. 1. Sick leave 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 following definition:
- "Sick leave means the absence of an employee from duty because of illness, injury, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in employee's household. A physician's certificate may be required whenever an employee is on sick leave for five consecutive working days or more."

2. Immediate family means father, mother, spouse, child, sister or brother of the employee. It also includes relations of the employee residing in the employee's household or any person in a spousal relationship and residing in the employee's household.
  3. Whenever there is suspected abuse of sick leave, the Board can request medical verification, and examination by a Board authorized physician, or both.
- D. All employees who retire from P.E.R.S. 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 \$15,000. 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 will be granted according to State Department of Personnel Rules and further clarified by Agency policy and procedure.
- F. Every employee covered by this Contract shall receive up to five (5) days Bereavement leave in the event of the death of that employee's spouse, child, parent, brother, sister, step-child in home or step-parent in home; up to three (3) days Bereavement leave for grandparent, grandchild, and step-child not in the home; up to two (2) days Bereavement leave for son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, relative who resides in the home of the employee, or

person living in a spousal relationship. 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.

The "in-laws" set forth in this paragraph shall not include those of marriages terminated by divorce or annulment.

G. The following holidays will be observed pursuant to County policy:

- 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
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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

If a holiday, as indicated above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave.

Holidays do not accrue during any leave of absence. If an employee is absent without

pay before and after a holiday, he/she shall not be paid for that particular holiday.

- G. The Board agrees to provide employees with quarterly statements indicating the balance of their unused sick, vacation and personal days.



## **ARTICLE VIII - MEDICAL INSURANCE**

### A. Health and Hospitalization Insurance

#### 1. a. Eligibility

All Board employees on the payroll for not less than sixty (60) days or on July 1, 2001, whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the Board offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

#### b. Retirement Benefits

Employees who retire on a disability pension, or who retire after 25 or more years of service credit in the retirement system administered by the State of New Jersey, or who retire at age 62 or older with at least 15 years of service with the Board at the time of retirement and their eligible dependents, but not their survivors, will be provided continued medical insurance benefits in any of the available plans with the premiums paid by the Board in accordance with County policy.

#### 2. Level of Benefits

The Board, through the Middlesex County Joint Health Insurance Fund (MCJHIF), shall continue to provide to all eligible employees and qualified dependents on the payroll as of the date of the execution of this Agreement the three (3) HMO options as available on January 1, 1999, equivalent to the pre-existing plans, a POS and Traditional Indemnity

Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who are currently enrolled in the Traditional Indemnity Plan as of the execution of this Agreement shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan, they shall not be permitted subsequently to re-enter the Traditional Indemnity Plan. In the event the Board desires to re-enter the State Health Benefits Plan (SHBP) of New Jersey, it must provide thirty (30) days notice to the Association and enter into negotiations regarding the application of this Agreement.

3. Employee Contribution to Premium Costs

- a. All eligible employees on the payroll or on authorized leave as of June 30, 2001 shall continue to receive medical insurance benefits at full cost to the Board without contribution of payment by the employee for as long as they are continuously so employed. Employees who separate from Board service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter Board service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new Board service shall be consecutive and without actual interruption of service.
- b. Employees who enter Board service or become eligible for medical insurance coverage after July 1, 2001 shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in 2. above, except that new hires may not enroll in the Traditional Indemnity Plan, which shall not be offered to new employees.

- c. New employees, as defined above, whose annual base salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.
  
- d. New employees, as defined above, earning an annual base salary in excess of \$25,000 shall be required to contribute toward premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution, in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

Salary Level	% of Costs of Selected Plan	Annual Ceiling of Contributions
\$25,001-\$30,000	25%	\$ 400
\$30,001-\$35,000	35%	\$ 650
\$35,000-\$40,000	45%	\$ 900
\$40,001-\$45,000	55%	\$1,250
\$45,001-\$50,000	65%	\$1,500
\$50,001 +	75%	\$1,750

- e. The costs of premiums for the respective plans selected by employees and their eligible dependents shall be determined by the Board on an annual basis, with notice to each affected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administrator. Employee contributions shall be determined, and any adjustment thereto shall be made annually as of the first pay period of each calendar year. The Board may not increase or alter an employee's required contribution at any other time.

B. The Board and the Organization agree on the current practice by which each employee is covered by Dental Insurance through the Middlesex County Employees Group Dental Insurance Program, or a similar plan of equal benefit. The plan includes two (2) options; one plan provides traditional indemnity coverage, the other is an HMO type pre-paid P.O.P. plan. The schedule of payments shall be that which is adopted by the Middlesex County Board of Chosen Freeholders. Dependent coverage premiums will be shared by the Board and the employees. The per-pay premium deductions are as follows:

<u>Coverage</u>	<u>HMO Plan</u>	<u>Traditional Plan</u>
Single	\$ .88	\$ 0.00
Modified Family	\$ 5.26	\$ 6.12
Family	\$ 7.21	\$20.99

In the event there is any proposed change in this plan by the County of Middlesex before the expiration of this Contract, the parties agree to immediately re-open negotiations regarding same.

C. The Board and the Organization agree on current practice by which each individual employee and retiree eligible for continuation of medical benefits paid by the Board and eligible dependents are covered by a Drug Prescription Program, administered by National Prescription Administrators, or a similar plan. There will be a \$3.00 co-pay for all non-generic drugs, but no co-payment for generic drugs.

D. The Board and the Organization agree on the implementation of a Vision Care Program for all employees who have completed at least two (2) months of continuous service with the

Board. Each covered employee shall be eligible to receive a maximum of \$120 per two-year period as reimbursement for vision care services. The eligible family members group,

composed of spouse and/or dependent children, shall be eligible to receive an aggregate maximum of \$100 per two-year period as reimbursement for vision care services. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual.

- E. The Board agrees to continue to provide Disability Insurance through the New Jersey State Temporary Disability Benefits Program, 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.
  
- F.
  - 1. The Middlesex County Board of Social Services will extend to a maximum period of ninety (90) days all medical coverage of eligible employees and their covered dependents enrolled in the State Health Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the Board of Social Services paying the cost.
  
  - 2. 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 all medical coverage 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.

## **ARTICLE IX - TRANSPORTATION AND REIMBURSEMENT**

Employees who are authorized to use their own cars will be compensated at the designated IRS business mileage rate.

The Board will reimburse an employee toward the cost of business protection on their automobile insurance policy at the rate of \$25.00 per month when such insurance is in force. Each such employee shall present to the Board a proper certificate of insurance carried by said employee.

## **ARTICLE X - LONGEVITY**

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, which is as follows:

All eligible employees shall be entitled to receive Longevity which will be based upon their salary (maximum base \$30,000) as of December 31st of the previous year, starting with the completion of the 8th year of service, i.e.

9 through 15 years of service = 4%

16 through 20 years of service = 6%

21 years and over = 8%

If the Board of Chosen Freeholders makes a change in its Longevity Plan which would allow for any increase or upgrade of the plan herein specified, the Board of Social Services agrees to implement said change as of its effective date.

## **ARTICLE XI - CONFERENCE DAYS**

Fifteen (15) days per calendar year, if necessary, with pay shall be granted by the Agency for Organization members to conduct Organization business or to attend labor related conferences. The Organization shall request these days at least one week in advance, unless the request cannot be practically given, subject to the approval of the Director of Welfare or his/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. 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**

1. 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 "non-contractual 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**

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 or, at the Board's discretion, placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Organization representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed. The decision of the Board shall be final in those grievances which are defined as non-contractual. The grievant may be represented by an Organization Officer. A minority organization shall not present or process a grievance.

## Step 4

### Arbitration

- a. Only in 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 3.
  
- b.
  - (1) Any unresolved contractual grievance (as defined in B.1.a., Definitions, above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of the State Department of Personnel may 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 3 decision.
  
  - (2) Nothing in this Agreement shall be construed as compelling the Organization to submit a grievance to arbitration or to represent an employee before the State Department of Personnel. 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 State Department of Personnel Law and Rules for which a

specific appeal to the State Department of Personnel is available, the individual may present his/her complaint to the State Department of Personnel directly. The grievant may pursue the State Department of Personnel 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 Public Employment Relations Commission (PERC) of same and request a list of arbitrators to be furnished to the Board and Organization. Selection of an arbitrator shall conform to PERC's procedures. 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 State Department of Personnel. 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/her decision solely to the interpretation and application of this Agreement. He/She shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.
  
- f. The cost of the arbitrator and his/her 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/she 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/she 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.
  - 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 4 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**

A. Employees covered by this Agreement shall be compensated in accordance with the following:

1. Effective July 1, 2006, and retroactive to that date, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 2005 to the Compensation Schedule effective July 1, 2006 found in Appendix A of this Agreement, which reflects approximately a 1% increase over the Compensation Schedule effective July 1, 2005. Each employee shall also receive a bonus of 2% of their July 1, 2006 base salary, payable in twenty-six (26) equal installments with the regular payroll. In addition, employees who are eligible, therefore, will receive a merit increment.
  
2. Effective July 1, 2007, and retroactive to that date, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 2006 to the Compensation Schedule effective July 1, 2007 found in Appendix A of this Agreement, which reflects approximately a 1% increase over the Compensation Schedule effective July 1, 2006. Each employee shall also receive a bonus of 2% of their July 1, 2007 base salary, payable in twenty-six (26) equal installments with the regular payroll. In addition, employees who are eligible, therefore, will receive a merit increment.

3. Effective July 1, 2008, all employees shall have their salaries adjusted step-to-step from the Compensation Schedule effective July 1, 2007 to the Compensation Schedule effective July 1, 2008 found in Appendix A of this Agreement, which reflects approximately a 1% increase over the Schedule effective July 1, 2007. Each employee shall also receive a bonus of 2% of their July 1, 2008 base salary, payable in twenty-six (26) equal installments with the regular payroll. In addition, employees who are eligible, therefore, will receive a merit increment.
- B. All unit members have a July 1 anniversary date.
- C. Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one increment of the present salary range (5% of the base of the range) plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. Another acceptable procedure would be to reconstruct the employee's salary on the basis of the employee's previous employment record.

## **ARTICLE XVI - MANAGEMENT RIGHTS**

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.
- B. The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.
- C. All such rights, powers, authority and prerogatives of management possessed by the Board are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.
- D. The Board retains its responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.
- E. Unless otherwise provided in this Agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to the effective date of this Agreement.
- F. No employee shall be disciplined by discharge, reprimand, reduction in rank and compensation or deprivation of any professional advantage without just cause. Any such action asserted by the Board, if it is not appealable to the State Department of Personnel, 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**

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.

The Board shall continue to make reasonable provisions for the safety and health of all employees during the hours of their employment, in accordance with the requirements of New Jersey State laws.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by its respective officers or agents on this            day of            , 2007.

**MIDDLESEX COUNTY WELFARE  
ADMINISTRATIVE EMPLOYEES'  
ORGANIZATION**

**MIDDLESEX COUNTY BOARD  
OF SOCIAL SERVICES**

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