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A G R E E M E N T

Between:

MERCER COUNTY (NEW JERSEY) WELFARE BOARD

-and-

LOCAL 2285, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

THIS COPY PAGES
DATE

JANUARY 1, 1972

THROUGH DECEMBER 31, 1973

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PREAMBLE

This Agreement, dated and effective the First day of January, 1972, is entered into by and between the Mercer County Welfare Board (hereinafter referred to as the "WELFARE BOARD") and the Local 2285, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE I

RECOGNITION

In accordance with the resolution passed by Mercer County Welfare Board on April 8, 1971 the Mercer County Welfare Board recognizes the Union as the exclusive collective negotiations agent for Non-Supervisory Professional and Non-Professional Employees as per Appendix I.

ARTICLE II

MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Public Welfare.

ARTICLE III

DUES CHECK OFF

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Board agrees to deduct the Union Monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions are made. The revocation of this authorization shall be in accordance with the applicable statutes as presently existing or as may be amended.

ARTICLE IV

HOURS OF WORK

The normal work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week.

ARTICLE V

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 having a grievance to discuss the matter informally with any appropriate member of the Administration.

B. Definition

The term "grievance" as used herein means a complaint by an employee that, as to him (or her), there has been an iniquitable, improper or unjust application, interpretation, or violation of this Agreement.

C. Presentation of a Grievance

In the presentation of a grievance, the aggrieved shall have the right to present his own appeal or to designate a Union representative to appear with him. The Board agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved and one Union representative who is an employee of the Board, throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

a. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his (or her) Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence.

Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

- b. The Supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.
- c. Union Shop Steward may participate at the request of the employee.

Step 2

- a. In the event satisfactory settlement has not been reached, the aggrieved shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination of Step 1.
- b. The Director of Welfare, or his designee, shall render his decision within five (5) working days after the receipt of the complaint.
- c. The Local Union Officer, International Representative, or both may participate at the request of the employee.

Step 3

Should the aggrieved disagree with the decision of the Director, of his designee, 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 aggrieved files his statement with the Board at least (5) working days prior to a Board Meeting, the Board shall review the decision of the Director together with the disputed areas submitted by the aggrieved. The aggrieved and/or the Union representative may request an appearance before the Board. The Board will render its decision within ten (10) working days after the Board meeting at which the matter has been reviewed. If necessary a

special Board meeting will be held to hear the appeal prior to the next regularly scheduled Board meeting. All members of the Welfare Board are members of a committee to hear appeals. However, a decision can be made by a minimum of three (3) Board Members, which shall be the decision of the Welfare Board.

Step 4

- a. Should the aggrieved be dissatisfied with the Board's decision, such person has ten (10) working days in which to request fact finding. The fact finder shall be John J. Pearce of the Institute of Management and Labor Relations of Rutgers University as agreed, or in the event he cannot serve, another Fact Finder shall be designated by the Governor from the Institute of Management and Labor Relations of Rutgers University. However, no fact finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board.
- b. The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons, and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.
- c. The costs for the services of the fact finder shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the fact finding shall be paid by the party incurring same.

- d. 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. In the event the employee elects to pursue Civil Service Procedures there shall be no resort to fact finding.

MISCELLANEOUS:

1. Union representation does not preclude representation by an Attorney.
2. A minority organization shall not present or process grievance
3. Should the grievant elect to present his own grievance without Union representation he should so indicate on the grievance form in the procedural Step #1.
4. Time limits under this Article may be changed by mutual agreement only.

ARTICLE VI

HOLIDAYS

The legal paid holidays, as specified under Ruling Eleven of the Department of Institutions and Agencies, Division of Public Welfare and fixed by New Jersey Statutes are as follows:

New Years	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas

In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday.

Whenever the work schedule is such that an employee is required to work on a holiday, the employee will be granted a substitute day off with pay as soon thereafter as is convenient to employee and Welfare Board.

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Mercer County declares a holiday for all County employees.

ARTICLE VII

VACATIONS

- A. Permanent employees shall be granted vacation leave as follows: Employees of the Mercer County Welfare Board are entitled to vacation days on the following basis:
1. One working day's vacation for each month of service during the remainder of the calendar year following the date of regular appointment.
 2. Twelve working days vacation thereafter for every year and up to 5 years of service.
 3. Fifteen working days vacation after the completion of 5 years service and up to 10 years.
 4. Eighteen working days vacation after the completion of 10 years service and up to 15 years.
 5. Twenty working days vacation after completion of 15 years of service.

The employee will follow vacation schedule best suited to overall needs of this Agency.

- A. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Vacation leave upon request of the employee and approval by the Board may be carried into the following year but no further.

- B. The present policy will be continued of granting vacation time by seniority in grade in each working unit with requests to be submitted in writing within a given time limitation.
- C. Provisional employees shall be granted one (1) working day vacation leave for each full month of service or major fraction thereof during provisional employment. No vacation leaves in excess of the amount actually earned will be approved in anticipation of continued employment.

ARTICLE VIII

LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay may be granted, at the discretion of the Welfare Board to permanent employees for any reason considered good by the Welfare Board, for a period not to exceed (6) months at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission Regulations.
- B. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Welfare Board. No leave of absence without pay shall be come effective without prior approval of the Welfare Board and/or the Welfare Director.

- C. Employees granted leave of absence without pay shall not accrue annual sick leave or vacation leave credit for every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

ARTICLE IX

SICK LEAVE

- A. The current sick leave policy shall be continued during the life of this Agreement as follows:
1. During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.
 2. Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established Welfare Board Policy.
- B. Sick leave for absences of long duration must be requested by the employee in writing to his immediate Supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and giving the reasons for the sick leave and probable date of return to employment.

- C. In all cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at 9:00 A.M., or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted when an employee is absent five (5) or more consecutive sick leave days.
3. Provisional employees becoming permanent during the year will continue to accumulate sick leave for each full month of service or major fraction thereof for the remainder of the year and will thereafter be granted fifteen (15) days annual sick leave thereafter as set forth for permanent employees.
4. All sick leaves are subject to Administrative and/or Board Approval and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.

ARTICLE X

MATERNITY LEAVE

- A. Permanent employees may request in writing through their Superior, maternity leave for pregnancy and confinement. Such request for maternity leave must be accompanied by a written and signed physician's statement.

- B. All maternity leaves are subject to approval by the Welfare Board, the Department of Public Welfare of the Department of Institutions and Agencies and the Department of Civil Service. Such leave, if granted, must be renewed every three months and supported by a written request and physician's certificate up to a maximum of one (1) year.
- C. During this leave an employee is entitled up to three (3) months of paid leave providing she has accrued this time.

ARTICLE XI

HEALTH INSURANCE COVERAGE

The Board agrees to pay for the full cost and provide coverage for eligible employees and their immediate families in accordance with the existing New Jersey State Health Benefits Program.

ARTICLE XII

INSURANCE AND RETIREMENT BENEFITS

Welfare Board agrees to provide Retirement Benefits in accordance with the existing New Jersey Public Employees Retirement Act.

ARTICLE XIII

SALARIES AND COMPENSATION

The salaries and stipulations contained in this Article are based on the standard (5) day, thirty-five hour work week. The salaries and compensation in this Article are subject to the Federal Wage Board.

During the term of this Agreement, employees covered by this Agreement shall be compensated as follows:

Each position title shall have a salary range with a minimum and a maximum. See Appendix I, II, and III Salary Schedules.

During the term of this Agreement the following salary plan, which is based on 1972 N.J. State Salary Range Schedule "B" will be

effective and adjustments in the salaries of the employees in this Agreement shall be as follows:

1. All employees covered by this Agreement shall be placed in the new salary range as listed in Appendix I according to their position titles.
2. Each employee shall be placed in proper step in the new salary range which corresponds with the step in the old range that he had actually attained on December 31, 1971.

Employees who are off-step shall be placed in the next higher step in the appropriate range according to Appendix I, effective January 1, 1972.

3. Employees shall be entitled to an earned merit increment within the salary range on their anniversary date as described below in the years 1972 and 1973.

Employee must have served in position for one year.

All employees will be placed on quarterly anniversary dates effective January 1, 1972. The date of original employment or date of last promotion, whichever is later, shall be used to determine the anniversary date, as follows:

- a. Employees hired or last promoted between October 2 and January 2 will be eligible to receive an increment as of January 1.
- b. An employee hired or last promoted between January 3 and April 1 will be eligible to receive an increment on April 1.
- c. An employee hired or last promoted between April 2 and July 1 will be eligible to receive an increment on July 1.

- d. An employee hired or last promoted between July 2 and October 1 will be eligible to receive an increment as of October 1.

Employees newly employed and newly promoted during the calendar year 1971 and thereafter shall be assigned anniversary dates in the same manner as above.

The salary adjustment outlined herein shall extend over the life of the contract effective January 1, 1972 to December 31, 1973. In the event the State makes an adjustment in the classifications of clerk, clerk-typist, receptionist, clerk transcriber and account clerk as of July 1, 1972, it is agreed that there will be a reopener to discuss the possible readjustment of salaries for those classifications only for the calendar year 1973.

Notice of desire to discuss possible readjustment of salary in the above mentioned categories has to be made by the Union between September 1, 1972 and September 15, 1972.

ARTICLE XIV

TRANSFER OF THE WELFARE PROGRAM

Should the Federal or State Government enact Legislation to assume the Supervision and Administration of the Welfare Program, specific provision should be made to protect and guarantee that the Civil Service and Retirement Rights of Mercer County Welfare Board Personnel transferred to employment under the Federal or State Government Welfare Program be continued.

ARTICLE XV

PERSONAL DAYS

Permanent employees of the Welfare Board with one (1) year of continuous service shall be entitled to a total of five (5) days leave per year with pay, in accordance with the following rules and regulations:

- A. Up to three (3) days leave of absence with pay for time lost from work due to a death of any of the following members of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, or other relatives residing in the employee's household.
- B. Two (2) days leave with pay for personal business subject to the following:
 1. Request for leave shall be made in writing at least 48 hours in advance and approved in advance of the requested date or dates from the employee's immediate supervisor and Director.
 2. Leaves must be used within the calendar year and shall not be cumulative from year to year.
 3. Personal leave shall not be granted at the beginning or end of a vacation, paid holiday, or at the beginning or end of a work week except in cases of emergency or religious holiday.
 4. Personal days may be taken as either two (2) whole days or one (1) whole day and two (2) half days.
 5. Effective date January 1, 1972.

ARTICLE XVI

SENIORITY

Seniority, which is defined as continuous permanent employment in grade with the Mercer County Welfare Board, will be given due consideration by the Board with respect to promotions, demotions, layoffs and recalls. Nothing herein shall contravene Ruling Eleven of the State Division of Public Welfare in its present or amended form.

ARTICLE XVII

LONGEVITY

Current Mercer County Welfare Board Longevity Plan presently in effect shall be continued during the term of this Agreement.

Every full time employee, provisional or permanent, classified or unclassified, of the Mercer County Welfare Board shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed ten (10) years of continuous service as of January 1, 1969, or thereafter, will have added to their gross per annum pay an additional \$200, commencing with the first day of the first full pay period following said anniversary date, and for the completion of each additional five years of continuous service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$100.

ARTICLE XVIII

EDUCATION

Current educational program: Under Federal and State stipend plan, is for leave to be granted to attend a Graduate School of Social

Work on the basis that employee would return to the Agency and continue employment and be an asset due to graduate training in carrying out Agency's Program. This education leave plan is in accordance with Ruling Eleven, personnel regulations of State Division of Public Welfare.

ARTICLE XIX

NON-DISCRIMINATION CLAUSE

The Welfare Board and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, religion, national origin, political affiliation, or union membership.

ARTICLE XX

UNION CONVENTIONS

The Board agrees to grant officially elected delegates of the Mercer County Welfare Local Union time off with pay for the purpose of attending union conventions provided that:

1. Total time off does not exceed aggregate of ten (10) working days in any one calendar year.
2. Not more than two such union delegates shall be permitted to attend such convention at any one time.
3. Written request specifying the amount of time off to be received by the Board at least five days in advance of granting of each time off.

ARTICLE XXI

BULLETIN BOARD USE BY UNION

A section of each bulletin board for union information to be provided by the Mercer County Welfare Board. Such information shall be reviewed by the Director or his designated representative prior to posting.

ARTICLE XXII

FULLY-BARGAINED PROVISION

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

DURATION OF AGREEMENT

A. This Agreement shall be effective from January 1, 1972 and shall remain in full force and effect until December 31, 1973.

B. Negotiations on a successor contract shall commence on or about October 31, 1973 upon written notice by one party to the other at least sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

This Agreement is subject to the review and written approval as to form and content by the State of New Jersey Department of Institutions and Agencies, Division of Public Welfare.

APPENDIX I

POSITION TITLES AND SALARY RANGES

<u>POSITION TITLE</u>	<u>SALARY RANGE</u>
Account Clerk	4796 - 6236
Case Worker	8203 - 10663
Clerk	4796 - 6236
Clerk Transcriber	4796 - 6236
Clerk Typist	4796 - 6236
Home Service Aides	4568 - 5936
Principal Clerk	6428 - 8354
Principal Clerk Bookkeeper	6428 - 8354
Receptionist	4796 - 6236
Senior Account Clerk	5552 - 7220
Senior Clerk	5552 - 7220
Senior Clerk Typist	5552 - 7220
Social Service Aide Trainee	4350 - 5658
Social Service Aide	4568 - 5936
Telephone Operator	5036 - 6548
Senior Telephone Operator	5552 - 7220
Welfare Aide	6428 - 8354

APPENDIX II

Ruling No. 11
Classification and Compensation Plan (Cont'd.)

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PLAN B

<u>Salary Range</u>	<u>Minimum Rate</u>	<u>First Step</u>	<u>Second Step</u>	<u>Third Step</u>	<u>Fourth Step</u>	<u>Fifth Step</u>	<u>Sixth Step</u>
3.	2778	2917	3056	3195	3334	3473	3612
4.	2917	3063	3209	3355	3501	3647	3793
5.	3063	3216	3369	3522	3675	3828	3981
6.	3216	3377	3538	3699	3860	4021	4182
7.	3377	3546	3715	3884	4053	4222	4391
8.	3546	3723	3900	4077	4254	4431	4608
9.	3723	3909	4095	4281	4467	4653	4839
10.	3909	4104	4299	4494	4689	4884	5079
11.	4104	4309	4514	4719	4924	5129	5334
12.	4309	4524	4739	4954	5169	5384	5599
13.	4524	4750	4976	5202	5428	5654	5880
14.	4750	4988	5226	5464	5702	5940	6178
15.	4988	5237	5486	5735	5984	6233	6482
16.	5237	5499	5761	6023	6285	6547	6809
17.	5499	5774	6049	6324	6599	6874	7149
18.	5774	6063	6352	6641	6930	7219	7508
19.	6063	6366	6669	6972	7275	7578	7881
20.	6366	6684	7002	7320	7638	7956	8274
21.	6684	7018	7352	7686	8020	8354	8688
22.	7018	7369	7720	8071	8422	8773	9124
23.	7369	7737	8105	8473	8841	9209	9577
24.	7737	8124	8511	8898	9285	9672	10059
25.	8124	8530	8936	9342	9748	10154	10560
26.	8530	8957	9384	9811	10238	10665	11092
27.	8957	9405	9853	10301	10749	11197	11645
28.	9405	9875	10345	10815	11285	11755	12225
29.	9875	10369	10863	11357	11851	12345	12839
30.	10369	10887	11405	11923	12441	12959	13477
31.	10887	11431	11975	12519	13063	13607	14151
32.	11431	12003	12575	13147	13719	14291	14863
33.	12003	12603	13203	13803	14403	15003	15603
34.	12603	13233	13863	14493	15123	15753	16383
35.	13233	13895	14557	15219	15881	16543	17205
36.	13895	14590	15285	15980	16675	17370	18065
37.	14590	15320	16050	16780	17510	18240	18970
38.	15320	16086	16852	17618	18384	19150	19916
39.	16086	16890	17694	18498	19302	20106	20910
40.	16890	17735	18580	19425	20270	21115	21960
41.	17735	18622	19509	20396	21283	22170	23057
42.	18622	19553	20484	21415	22346	23277	24208
43.	19553	20531	21509	22487	23465	24443	25421

APPENDIX III

1972 SALARY SCHEDULE

Ruling No. 11
 Classification and Compensation Plan (Cont'd.)

Effective 1/1/72
 Part I, Page

<u>Salary Range No.</u>	<u>Minimum Rate</u>	<u>PLAN B (REVISED)</u>					
		<u>First Step</u>	<u>Second Step</u>	<u>Third Step</u>	<u>Fourth Step</u>	<u>Fifth Step</u>	<u>Sixth Step</u>
1.	3946	4143	4340	4537	4734	4931	5128
2.	4143	4350	4557	4764	4971	5178	5385
3.	4350	4568	4786	5004	5222	5440	5658
4.	4568	4796	5024	5252	5480	5708	5936
5.	4796	5036	5276	5516	5756	5996	6236
6.	5036	5288	5540	5792	6044	6296	6548
7.	5288	5552	5816	6080	6344	6608	6872
8.	5552	5830	6108	6386	6664	6942	7220
9.	5830	6122	6414	6706	6998	7290	7582
10.	6122	6428	6734	7040	7346	7652	7958
11.	6428	6749	7070	7391	7712	8033	8354
12.	6749	7086	7423	7760	8097	8434	8771
13.	7086	7440	7794	8148	8502	8856	9210
14.	7440	7812	8184	8556	8928	9300	9672
15.	7812	8203	8594	8985	9376	9767	10158
16.	8203	8613	9023	9433	9843	10253	10663
17.	8613	9044	9475	9906	10337	10768	11199
18.	9044	9496	9948	10400	10852	11304	11756
19.	9496	9971	10446	10921	11396	11871	12346
20.	9971	10470	10969	11468	11967	12466	12965
21.	10470	10994	11518	12042	12566	13090	13614
22.	10994	11544	12094	12644	13194	13744	14294
23.	11544	12121	12698	13275	13852	14429	15006
24.	12121	12727	13333	13939	14545	15151	15757
25.	12727	13363	13999	14635	15271	15907	16543
26.	13363	14031	14699	15367	16035	16703	17371
27.	14031	14733	15435	16137	16839	17541	18243
28.	14733	15470	16207	16944	17681	18418	19155
29.	15470	16244	17018	17792	18566	19340	20114
30.	16244	17056	17868	18680	19492	20304	21116
31.	17056	17909	18762	19615	20468	21321	22174
32.	17909	18804	19699	20594	21489	22384	23279
33.	18804	19744	20684	21624	22564	23504	24444
34.	19744	20731	21718	22705	23692	24679	25666

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 22nd day of FEBRUARY, 1972.

MERCER COUNTY WELFARE BOARD

BY Mary Perone
Mary Perone, Chairman

ATTEST:

Geraldine C. Tucker
Geraldine Tucker, Secretary-Treasurer

LOCAL 2285, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO

BY William D. Thurman
William D. Thurman, President

ATTEST:

Gladys Moore
Gladys Moore, Secretary

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

Irving J. Engelman
Irving J. Engelman, Director

Frank A. Mason
Frank A. Mason, Director
Office of Employee Relations
Governor's Office