

THIS BOOK DOES
NOT CIRCULATE

ARTICLE I
RECOGNITION

sup *10/11* *OK* *H.M.*

In accordance with the Resolution passed by the Mercer County Welfare Board on April 8, 1971, the Mercer County Welfare Board recognized the Union as the exclusive collective bargaining agent for Non-Supervisory Professional and Non-Professional Employees listed below:

- | | | | |
|----------------------------|-----------------------------------|-------------------------------|--|
| Account Clerk | | Senior Account Clerk(Typing) | |
| Clerk | | Interpreter | |
| Social Worker | THIS BOOK DOES
NOT CIRCULATE . | Senior Home Service Aide | |
| Clerk Transcriber | | Senior Clerk | |
| Clerk Typist | | Senior Clerk Typist | |
| Home Service Aide | | Social Service Aide | |
| Principal Clerk(Typing) | | Income Maintenance Technician | |
| Principal Clerk Bookkeeper | | Investigator | |
| Receptionist | | Income Maintenance Specialist | |
| Senior Account Clerk | | | |

If during the term of Agreement the Board determines that new job descriptions and/or classification be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult to arrive at a mutually acceptable determination, including the rate of pay thereof prior to such changes being made effective. Should the parties fail to agree and in the event the Board does make such changes the matter may be referred to the grievance procedure commencing with Step #3 of this Agreement or Civil Service proceedings at the initiation of either party.

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*Mercer County Welfare Board
and*

*Local 2285, AFSCME
(non-supervisory)*

VACATIONS

SJR *APR*

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 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 five years of service and up to ten years.
4. Eighteen working days vacation thereafter for every year after the completion of ten years of service and up to fifteen years.
5. Twenty (20) working days vacation thereafter for every year after the completion of fifteen years, up to 20 years of service.
6. Twenty-five (25) working days vacation thereafter for every year after the completion of 20 years of service.
7. New employees appointed after July 1, 1974 shall receive vacation leave in accordance with revised Ruling 11 dated July 29, 1974 which was effective July 1, 1974.

Any increases 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.

The employee will follow a vacation schedule suited to the overall needs of the Agency and considerate of the needs of the employees.

B. The present policy will be continued of granting vacation time by seniority in each working unit with requests to be submitted in writing to be agreed upon by the employee and the employer within three working days after the request has been submitted. However, when requesting 3 days or less the request must be given to the immediate supervisor by 1:00 P. M. of the working day preceding the vacation time requested.

C. Full-time provisional employees shall be entitled to vacation leave to the same extent and for the same reasons such leave is provided for permanent employees.

D. Vacations are credited in advance in expectation of continued employment for employees in their second calendar year of employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of vacation taken within the calendar year.

E. Vacation may be carried into the following year but no further.

F. Temporary employees are entitled to one working day vacation for each month of service as earned.

A. m.
f. g. r.

. Article XI.

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. Definitions:

The term "grievance" shall mean an allegation that there has been:

1. A 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 "contract grievance"; or
2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance:

In the presentation of a grievance, the aggrieved shall have the right to present his/her own appeal or designate a union representative to present said appeal with him/her. The Board agrees that there shall be no loss of pay for the time spent in processing and presenting the grievance by the aggrieved and one steward who is an employee of the Board throughout Step 1 of the grievance procedure.

In Step 2, the grievant shall have the right to be represented by one steward and the local union president or his/her designee without loss of pay to any of these individuals.

In Step 3, the grievant shall have the right to be represented by one steward and the local union president or his/her designee again without loss of pay. In addition, a Council 73 representative may be present at this step.

D. Steps of the Grievance Procedure:

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

D. Steps of grievance Procedure, cont.

- Step 1. a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her immediate 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. The grievant may be represented by the Shop Steward.
- b. The immediate Supervisor shall render in writing a decision within three(3) working days after receipt of the grievance.
- c. In the event that the grievance does not pertain to the immediate Supervisor, this step may be omitted at the discretion of the grievant and his/her immediate Supervisor. The aggrieved will forward a copy of the grievance to his/her immediate Supervisor in all situations.
- Step 2. a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1. The Shop Steward, Local union president, or his/her designee may participate at the request of the employee.
- b. The Director of Welfare, or his designee, shall render his decision within five(5) working days after the receipt of the complaint.
- Step 3. a. Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days submit a request to appear before the Board. In the event the aggrieved files his/her statement with the Board at least Five (5) working days prior to a Board meeting, the Board shall review the decision of the Director at that meeting. The aggrieved may be represented by the Shop Steward and local union president or his/her designee and a Council representative.
- b. The Board will render its decision with detailed justification for such 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 may be made by a minimum of three Board members, which shall be the decision of the Board.
- c. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be Final.

D. Steps of the Grievance Procedure, cont.

- Step 4. Any unresolved contract grievance may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Board's decision.
- a. It is understood and agreed between and parties that the subject of change in wages shall not be subject to binding arbitration.
 - b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union'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 Union.
 - c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the Individual may present his complaint to the Civil Service 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 on the grievance form.
 - d. The arbitrator shall be selected by agreement between the parties within thirty (30) working days following the execution of this agreement. The arbitrator shall be selected from the members of the Institute of Management and Labor Relations of Rutgers University and shall be designated as permanent and shall serve during the life of the agreement, or
 - e. If the parties do not desire a permanent arbitrator, they may have the option of selecting an arbitrator on a case-by-case basis as follows:

- 1) by selection from list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers University, in accordance with the selection procedures of the Institute, or;
 - 2) by selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission, or;
 - 3) by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- f. 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.
- g. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

Any arbitration decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services Division of Public Welfare. Where the Department of Human Services Division of Public Welfare refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

h. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Board's authority.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

i. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

j. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

k. 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.

1. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

Steps of the Grievance Procedure, cont.

- m. Grievance resolutions of decisions at Steps 1 through 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 resolutions, as to the prior conduct of the other Party.

E. Miscellaneous:

1. Union representation does not preclude representation by an attorney.
2. A minority organization shall not present or process grievances.
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 XII

SALARIES AND COMPENSATION

During the term of this Agreement, employees will be compensated as follows:

1. Each position title shall have a salary range with a minimum and a maximum, as set forth in Appendix I. All employees will be placed on step-on guide in the new salary ranges, effective July 1, 1976.
2. Account clerks, clerk-typists, interpreters and receptionists shall have a hiring rate of \$6,027.00. Clerks shall have a hiring rate of \$5,987.00. Social Services Aides shall have a hiring rate of \$6,286.00.
3. Senior Clerk, Senior Account Clerk, Senior Clerk Typist, Clerk, Receptionist, Account Clerk, Clerk Typist, Interpreter, Home Service Aide, Sr. Home Service Aide, Social Service Aide and Clerk Transcriber, Princ. Clerk Bookkeeper, in addition to the on-step-on guide adjustment, will receive a 6.5% salary differential based exclusively on the minimum step of the appropriate salary range. Such differential shall expire on June 30, 1977.
4. Principal Clerk (Typing) in addition to the on step-on guide adjustment, will receive a 4.3% salary differential, based exclusively on the minimum step of the salary range. Such differential shall expire on June 30, 1977.
5. All employees covered by this Agreement, presently, or hired during the life of this contract, shall receive the salary differential for his appropriate title, prorated based on the period July 1, 1976 to June 30, 1977.
6. Longevity and salary differential payments shall not be considered in arriving at the on step-on guide adjustment. These payments shall be in addition to regular salaries.
7. Employees shall be entitled to a merit increment on their anniversary date provided they have served in the position for one year. Anniversary dates will remain as previously negotiated.
8. During the life of this contract an employee who is promoted or re-classified from one class or title to another which carries a higher salary range shall have his salary adjusted as follows:
 - A. To at least the minimum of the new range; or
 - B. To the comparable dollar amount step in the new range plus an increment; or
 - C. To the comparable dollar amount in the new range and if not on step rounded to the next higher step, provided that the resulting salary increase provides an increase of at least one increment in their old salary rate.

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ARTICLE XIV
PERSONAL AND BEREAVEMENT DAYS

- A. Employees with one (1) year continuous service shall be entitled to a total of three (3) days leave per calendar year with pay for personal business.

Request for leave shall be made in writing at least 24 hours in advance of the requested date or dates from the employee, his immediate supervisor and the Director. In case of an emergency situation, a personal day may be requested without prior approval, and will be allowable at the discretion of the immediate Supervisor. The employee is required to call before 8:30, or as soon as possible thereafter.

Leaves shall be non-cumulative.

- B. Employees with one year continuous service shall be entitled to up to a total of three (3) days paid leave per calendar year for bereavement for time lost from work due to the death of any of the following members of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, father-in-law, mother-in-law, or other relatives residing in the employee's household.

Leaves shall be non-cumulative.

ARTICLEXXXV

[Handwritten signature]
[Handwritten date: 9/24/76]

OTHER LEAVES OF ABSCENCE

---Other leaves of absence may be granted at the discretion of the Welfare Board, and with approval of the Director of the Division of Public Welfare and/or the Commissioner of Institutions and Agencies, as may be desirable for effective and harmonious employer-employee relations and the administration of the programs of public welfare.

ARTICLE XXXVI

HEALTH AND WELFARE PROGRAM

*11. m - 12/17/76
Eg. m 12/17/76*

The Mercer County Welfare Board agrees to negotiate as part of the reopener, a Health and Welfare Program by February 1, 1977. The Program will be consistent with all Federal Regulations.

The terms and conditions of the Program will be negotiated between the Board and Local Union, with final approval from the Department of Human Services and the Division of Public Welfare.

If for any reason, after the signing of this Agreement, this Welfare Program is found unapprovable by the Department of Human Services or the Division of Public Welfare, negotiations will be reopened immediately for discussion of an alternate benefit.

APPENDIX I

H.M.
12/17/74
B.G.
12/17/74

<u>POSITION TITLE</u>	<u>SALARY RANGE</u>
Account Clerk	5740 - 7749
Clerk	5207 - 7027
Social Worker	10824 - 14611
Clerk Transcriber	6027 - 8141
Clerk Typist	5740 - 7749
Home service Aide	6027 - 8141
Senior Home Service Aide	6646 - 8977
Principal Clerk (Typing)	8078 - 10899
Principal Clerk Bookkeeper	7694 - 10332
Receptionist	5740 - 7749
Senior Account Clerk	6329 - 8548
Senior Account Clerk (Typing)	6329 - 8548
Senior Clerk	6329 - 8548
Senior Clerk Typist	6646 - 8977
Social Service Aide	5467 - 7378
Income Maintenance Technician	8481 - 11449
Income Maintenance Specialist	10824 - 14611
Interpreter	5740 - 7749
Investigator	10824 - 14611

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 21st day of December, 1976.

MERCER COUNTY WELFARE BOARD

By Mary C. Perrone
Mary C. Perrone, Chairperson

ATTEST:

Louis J. Persico
Louis J. Persico, Vice-Chairman

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

By Grace Mazzavelli
Grace Mazzavelli, President

ATTEST:

Carrie Candelaria
Carrie Candelaria, Record Secretary
of AFSCME Local #2285

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

G. Thomas Riti
G. Thomas Riti, Director