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# **AGREEMENT**

**BETWEEN:**

**Mercer County (New Jersey)  
Welfare Board**

**— AND —**

**Local 2285, American Federation**

**OF**

**State, County and Municipal  
Employees**

**AFL-CIO**

•

**July 1, 1975 through June 30, 1977**



IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 27th day of February, 1975.

MERCER COUNTY WELFARE BOARD

By MISS MARY C. PERONE, Chairperson

ATTEST:

MR. LOUIS J. PERSICO, Vice-Chairman  
LOCAL 2285, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES

By MISS GRACE MAZZATELLI, President

ATTEST:

By MISS CARRIE CANDELARIA, Record Secretary  
of AFSCME Local No. 2285

Reviewed and Approved by the

Division of Public Welfare

N. J. Department of Institutions and Agencies

MR. G. THOMAS RITI, Director



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## **PREAMBLE**

*This Agreement, dated and effective the First day of July 1975, is entered into by and between the Mercer County Welfare Board (hereinafter referred to as the "Welfare Board") and 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 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  
Clerk  
Social Worker  
Clerk Transcriber  
Clerk Typist  
Home Service Aide  
Principal Clerk (Typing)  
Principal Clerk Bookkeeper  
Receptionist  
Senior Account Clerk  
Interpreter  
Senior Clerk Stenographer  
Senior Home Service Aide  
Senior Clerk  
Senior Clerk Typist  
Social Service Aide Trainee  
Social Service Aide  
Telephone Operator  
Senior Telephone Operator

Income Maintenance Technician  
Investigator  
Income Maintenance Specialist

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 No. 3 of this Agreement or Civil Service proceedings at the initiation of either party.

## 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, or the State Division of Youth and Family Services.

## 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 deduction 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 35 hours per week, seven hours per day, 5 days per week from 8:30 A. M. to 4:30 P.M. daily. The days of work shall be Monday to Friday.

#### Article V

### 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 are as follows:

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

In the event that the above holidays fall on a Sunday, it shall be celebrated on the following Monday.

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, de-



declares a holiday by Proclamation or Executive Order or when the County Executive or Board of Chosen Freeholders of Mercer County declares a holiday for all County Employees.

## Article VI

### 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 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.

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.

## Article VII

### **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 Six (6) months at any one time subject to the approval of the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for additional periods 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 Regulation.

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 become effective without prior approval of the Welfare Board and/or the Welfare Director.

C. Employees granted leave of absence without pay shall not accrue 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.

D. Provisional employees may be granted authorized leave of absence without pay for a maximum period of sixty days for reasons deemed appropriate by the Welfare Board, and such leave may not be renewed or extended consecutively.

## Article VIII

### **SICK LEAVE**

A. During the remainder of the calendar year in which an employee first becomes employed that employee will accumulate sick leave privileges as earned on the basis of one day per month of service or major fraction thereof. Employees beginning with their second calendar year of employment shall be entitled to fifteen days sick leave each calendar year on a cumulative basis. This leave is credited in advance at the beginning of the year.

B. Sick leave for absences of long duration must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave and probable date of return to employment.

C. In all cases of illness, whether of short or long duration, the employee is required to notify his/her superior of the reason for absence at 8:30 A.M., or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two days, it will be necessary to report on every third day. A physician's certificate must be submitted when an employee is absent five or more consecutive sick leave days.

D. Full-time temporary employees shall be entitled to sick leave of one day for each month of service as earned.

E. All sick leaves are subject to Administrative and/or Board approval and when necessary, to approval by the Division of Public Welfare and the Department of Civil Service.

F. Sick days are credited in advance in expectation of continued employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of sick time taken within the calendar year.

## Article IX

### **MATERNITY LEAVE**

A. Permanent employees may request in writing through their Supervisor, 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 Division of Public Welfare of the Department of Institutions and Agencies and the Department of Civil Service. Such leave, when granted, must be renewed every three months, and supported by a written request and physician's certificate up to a maximum of one year. The above renewal shall apply only after pregnancy has come to term.

C. During this leave an employee is entitled up to four months of paid leave providing she has accrued this time, but not to exceed one month following termination of pregnancy.

## Article X

### 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 this agreement. 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 shall mean an allegation that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders, applicable to the Agency or department which employs the grievant which shall be limited to those matters, affecting the terms and conditions of employment.

#### 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 pre-

senting 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 and a Council No. 73 representative, again without loss of pay.

**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/her supervisor within ten working days of the occurrence complained of or within ten working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten days shall be deemed to constitute abandonment of the grievance.
- b. The supervisor shall render a decision in writing within three working days after receipt of the grievance. In an emergency, this three day period may be waived if both agree in writing. An immediate response may be requested.
- 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.

- d. Union Shop Steward may participate at the request of the employee.

Step 2.

In the event satisfactory settlement has not been reached, the aggrieved shall in writing and signed, file his/her complaint with the Director of Welfare within five (5) working days following the determination of Step 1. The Director of Welfare, or his designee shall meet with the aggrieved and shall render his decision within five (5) working days after the receipt of the complaint. The Steward, Local Union President or his/her designee may participate at the request of the employee.

Step 3.

Should the aggrieved disagree with the decision of the Director, the aggrieved may within five 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 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 Steward and Local President or his/her designee and a Council No. 73 representative. The Board will render its decision with detailed justification for such decision within ten 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 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 a member of the staff 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 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 No. 1.
4. Time limits under this Article may be changed by mutual agreement only.

## Article XI

### HEALTH INSURANCE, INSURANCE, AND RETIREMENT BENEFITS

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

1. All employees shall be entitled upon retirement from the New Jersey Public Employees Retirement System, to receive a lump sum payment as supplemental and unused accumulated sick leave which is credited to him or her on the effective date of his or her retirement.
2. The supplemental compensation payment to be paid hereunder, shall be computed at the rate of one-half of the eligible employees rate of pay for each day of earned or unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the date of his or her retirement, provided however, that no such lump sum payment of supplemental compensation shall exceed \$12,000.

B. Subject to the guidelines of the State Health Benefits Commission established pursuant to the provisions of Chapter 12, P. L. 75, the Mercer County Welfare Board shall establish a Prescription Drug Benefit Pro-

gram effective as of the first of following month after State approval of the Agreement.

The Program shall be funded and administered by the Welfare Board. It shall provide benefits to all eligible unit employees and their eligible dependents through the Hospital Service Plan of N. J. Prescription Program.

Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the Carrier subject to a deductible provision which shall not exceed \$1.25 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the Program, and a brochure describing the details of the Program.

C. Health benefits covering the employee and members of his family will be continued from the point of retirement until the time of his death, subject to the provisions of the Public Employees Retirement System.

## Article XII

### **SALARIES & COMPENSATION**

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

1. Each position title as indicated in appendix I shall have a salary range with a minimum and a maximum. All employees covered by this Agreement shall remain on step, on guide for their position.

2. Account clerks, Clerk-typists, Interpreters and Receptionists shall have a hiring rate of \$5,632.00. Clerks shall have a hiring rate of \$5,595.00. Social Service Aides shall have a hiring rate of \$5,874.00.

3. All employees covered by this Agreement presently, or hired during the life of this contract, shall re-

ceive a salary differential prorated, based on the period July 1, 1975 to June 30, 1976. The salary differential, for each job position is as follows: (which expires on June 30, 1976, is based exclusively on the minimum step of the salary range.)

A. Social Worker, Investigator and Income Maintenance Specialist shall receive a 7% salary differential. (\$642.00)

B. Income Maintenance Technician, Principal Clerk Bookkeeper and Principal Clerk (Typing) shall receive an 11.3% salary differential. (\$812.00)

C. Clerks shall receive an 11.3% salary differential. (\$550.00)

D. Receptionists, Account Clerks, Clerk Typist and Interpreter shall receive an 11.3% salary differential. (\$606.00)

E. Senior Clerk Typist shall receive an 11.3% salary differential. (\$702.00)

F. Telephone Operator and Clerk Transcriber shall receive an 11.3% salary differential. (\$636.00)

G. Senior Clerk and Senior Account Clerk shall receive an 11.33% salary differential. (\$670.00)

H. Social Service Aides shall receive a 7.5% salary differential. (\$383.00)

I. Home Service Aides shall receive a 11.3% salary differential. (\$636.00)

J. Senior Home Service Aide shall receive a 6% salary differential. (\$373.00)

4. Longevity and salary differential payments shall not be considered in arriving at the on step, on grade adjustment. These payments shall be in addition to regular salaries.

5. Employees shall be entitled to a merit increment on their anniversary date provided they have served in the position for one year.

**6. ANNIVERSARY DATES:**

A. Employees hired or last promoted between October 2 and January 2 will be eligible to receive an increment on January 1.

B. Employees hired or last promoted between January 3 and April 1 will be eligible to receive an increment on April 1.

C. Employees hired or last promoted between April 2 and July 1, will be eligible to receive an increment on July 1.

D. Employees hired or last promoted between July 2 and October 1 will be eligible to receive an increment on October 1.

7. 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.

**Article XIII**

**TRANSFER OF THE WELFARE PROGRAM**

Should the Federal, State or County 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 XIV

### PERSONAL AND BEREAVEMENT DAYS

A. Employees with 1 year continuous service shall be entitled to a total of 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's immediate Supervisor and Director. All leaves must be approved in advance. Leaves shall be non-cumulative and must be used within the calendar year.

B. Employees with one year continuous service shall be entitled to up to a total of 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. Bereavement leave shall be non-cumulative and may be used only within the calendar year.

## Article XV

### SENIORITY

1. Seniority, which is defined as continuous employment in grade with the Mercer County Welfare Board, will be given due consideration by the Board with respect to promotions and demotions. Nothing herein shall contravene Ruling Eleven of the State Division of Public Welfare in its present or amended form and the Statutes and rules and regulations of the New Jersey Department of Civil Service.

2. In the case where an employee is promoted but does not successfully pass the Civil Service examination or the probationary period, he will be returned to his previous job title in his most recent location or his then current location if practicable without loss of any seniority.

3. In the event two or more persons have the same seniority date, the one with more time in service with the Agency shall be considered as having greater seniority.

4. The Board agrees to supply current seniority lists to the Union on a semi-annual basis.

5. Upon request by a by-passed person or persons, the Board will have to show just reason why a person with less seniority in any given situation is chosen by the Board over a person possessing more seniority.

6. In the event there is a need for lay-offs the following progressive 2-Step procedure below will be used:

- a. Persons without a permanent title according to time with the Agency.
- b. Permanent employees according to seniority.

## Article XVI

### **LONGEVITY**

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 with the salary for pension purposes.

Employees having completed five years of continuous service as of January 1, 1974, or thereafter, will have added to their gross per annum pay an additional \$100.00, commencing with the first day of the first full pay period following said anniversary date, and for completion of each additional five years of service, calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay of an additional \$100.00.

Effective January 1, 1976, the following Longevity Plan will be effective. Employees having completed five years of continuous service as of January 1, 1976, or

thereafter will have added to their gross per annum pay an additional \$200.00 commencing with the first day of the first full pay period following said anniversary date, and for completion of each additional five years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay an additional \$200.00.

## Article XVII

### EDUCATION

Current educational program: Under Federal and State Stipend plan, leave is 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 the State Division of Public Welfare.

The Labor and Management Committee is to look into other educational possibilities.

## Article XVIII

### 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 XIX

### UNION ACTIVITY

A. 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 and or conferences provided that:

1. Total time off does not exceed aggregate of 36 working days for the life of the contract.
2. Not more than 6 such Union delegates shall be permitted to attend such convention or conference 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. Under certain circumstances this 5-day period may be waived by the Board.

#### **B. Union Management Conferences**

1. Representatives of the Local Union and representatives of the Welfare Board may confer at any time upon the request of either, with the consent of the other party to consider matters of general interest or concern other than grievances. Such conference shall take place at a mutually convenient time and place, and may be attended by no more than five (5) Union representatives employed by the Mercer County Welfare Board who shall not lose pay or time spent during their regular working hours at such conferences. Such conference may be attended by Council No. 73 representatives.
2. The Welfare Board agrees to provide meeting space at its facilities for Union meetings whenever available.

### **Article XX**

#### **BULLETIN BOARD USE BY UNION**

The Mercer County Welfare Board shall allow a section of each bulletin board to be used by the Union.



## Article XXI

### **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 XXII

### **ACCESS TO PREMISES**

The Council No. 73 Executive Director and/or his representative shall be admitted to the premises of the Welfare Board on Union business upon notification to the Director of Welfare or his designee.

## Article XXIII

### **OVERTIME**

Employees covered by this agreement will be compensated at the rate of time and one-half in cash for overtime hours accrued in excess of the normal hours of the established work week. Hours worked on a holiday shall be compensated at time and one-half in addition to the holiday credit. Overtime will be computed at the rate of one and one-half times the regular hourly rate of that employee.

## Article XXIV

### **PERSONNEL PRACTICES**

1. Proposed new rules or modification of existing rules or agreements governing working conditions, shall

be negotiated with the Union as provided for and in accordance with Chapter 303, 1968, and PERC, 1975.

2. When an individual is to be adversely affected by an individual change of title or rate of compensation, he/she shall be notified of such change no later than 2 weeks in advance of its implementation.

3. Wherever possible, travel time shall be taken into consideration in the assignment of the Home Service Aides.

## Article XXV

### PROMOTIONS

A. Upon promotion, an employee shall be informed of his/her new rate of compensation one week in advance of the effective date.

B. It is agreed that eligible employees who are qualified and apply for any provisional promotion will be given preferential consideration over any non-employee applicant.

C. In order to be considered for a provisional promotion, a person must be eligible to take the Civil Service Promotional Examination.

## Article XXVI

### TRANSFER AND REASSIGNMENTS

A. Transfer is defined as the movement of an employee from one job assignment to another in his/her job title in another unit.

B. Reassignment is defined as the movement of an employee from one job assignment to another within his job title and within his work unit.

C. Transfers and reassignment will be discussed with the affected employee(s) prior to implementation. Where such transfers or reassignments are not mutually agreed to, the administration will make these transfers and reassignment in the inverse order of his or her job title seniority of the employees affected.

D. Transfer or reassignment will not affect the accumulation of an employees seniority.

E. Employees to be affected will be given maximum possible notice.

F. The Board agrees to maintain a list of all voluntary requests made by employees for transfers or reassignments and when a vacancy occurs the request will be given due consideration. Copies of this list will be furnished to the Union President.

G. The above procedure does not apply in cases requiring a temporary replacement for an absent employee.

H. In the event the Administration decides that this procedure regarding transfers and reassignments is not workable in a given situation this matter will be discussed with the Union prior to implementation of another procedure.

## Article XXVII

### **JOB POSTING**

A. Existing or planned job vacancies will be posted on the bulletin board. The posting will include any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application and said application must be made within five working days of posting. A copy of the posting and job specifications will be given to the Union President and Chief Steward.

B. Vacancies will be filled in the progressive three step procedure outlined below whenever possible. In the event the administration feels that this procedure is not workable in a given situation, this matter will be discussed with the Union prior to implementation of another procedure.

1. Employees presently serving in the title in which the vacancy occurs who have requested a transfer into the vacant position according to seniority.
2. Any eligible employee who is fully qualified and applies for the vacant position according to seniority.
3. Any non-employee applicant.

## Article XXVIII

### SUSPENSION AND DISCHARGE

A. Employees shall have a right to be represented by a Union Official when such employee is advised of charges being brought against him/her.

B. In cases involving suspension and discharge of an employee the Union will be notified of the suspension or discharge within 2 working days.

## Article XXIX

### PRINTING OF AGREEMENT

The Board will reproduce this Agreement in sufficient quantities so that each present employee in the bargaining unit may receive a copy, plus additional copies for distribution to employees hired during the term of the Agreement.

## Article XXX

### PERSONNEL FILES AND EVALUATIONS

A. A duplicate copy of the evaluation by the immediate Supervisor which is required for probationers shall be given in its entirety to the respective employee. Evaluations are grievable.

B. Each employee shall be notified of an evaluation of his or her performance and receive a copy of this evaluation and have an opportunity to review such evaluation with his or her supervisor. Evaluations are grievable.

C. An employee by request for appointment shall have access to examine his or her own personnel file during office hours at a reasonable time set by management.

D. All documents other than previous employment inquiries entered in employees file after April 27, 1973, shall be numbered sequentially and upon examination of said documents, each document shall be initialed by the employee.

E. The signature of the employee affixed to any document does not indicate in any way that the employee agrees with the contents of the document or the file. Employee's signature is affixed to show only that the file has been reviewed in accordance with this agreement.

The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file unless as a result of the response, the questioned document is removed and destroyed. The employees reserve the right to grieve any material in this file.

## Article XXXI

### UNION-MANAGEMENT RELATIONS

A. All new written statements of policy or procedures which are applicable to employees shall be made known and delivered upon promulgation to the Union.

B. The Board and the Union, having recognized that cooperation between management and employee is indispensable to the accomplishment of sound and harmonious relations, shall jointly maintain and support a Labor-Management Committee.

1. The Labor-Management Committee shall consider and recommend to the Agency Director, changes in the working conditions of employees within his/her agency. The Labor-Management Committee shall not consider items being grieved.
2. The Labor-Management Committee shall consist of six (6) members. The Union shall designate two members and the Supervisors may designate two members, and the Welfare Board shall designate two members. The committee shall make its recommendations to the Director in writing and said recommendations shall set forth the names of persons in favor of same. Each committee member shall receive copies of items recommended.
3. The Labor-Management Committee shall meet at least once a week at a time mutually agreeable to all parties.

## Article XXXII

### GENERAL PROVISIONS

In the event Legislation is enacted providing improvements which would uniformly affect employees of the State, this agreement will not be used to deter or

preclude its application to employees covered by this Agreement.

### Article XXXIII

#### **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. This is done with the exception of re-opener articles.

### Article XXXIV

#### **AGENCY SHOP**

If during the life of this contract, "Agency Shop" is enacted into law, Mercer County Welfare Board and the Union will immediately meet to negotiate the possible implementation of the aforementioned Agency Shop.

### Article XXXV

#### **DURATION OF AGREEMENT**

A. This Agreement shall be effective from July 1, 1975, and shall remain in full force and effect until June 30, 1977, provided that, at the request of the Union made in writing prior to March 31, 1976, the Union and Management shall undertake negotiations to discuss re-adjustment of salaries and the following fringe benefits for July 1, 1976:

1. Holidays
2. Vacations
3. Sick Leave
4. Health Insurance, Insurance and Retirement

5. Personal Days
6. Longevity
7. Education
8. Overtime
9. Shift Differential
10. Disaster Leave
11. Binding Arbitration

B. Negotiations on the successor contract shall commence on or about March 31, 1976, 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.

### APPENDIX I

<b>Position Titles</b>	<b>Salary Range</b>
Account Clerk	\$5,364- 7,240
Clerk	4,866- 6,567
Social Worker	9,174-12,387
Clerk Transcriber	5,632- 7,606
Clerk Typist	5,364- 7,240
Home Service Aide	5,632- 7,606
Senior Home Service Aide	6,210- 8,387
Principal Clerk (Typing)	7,189- 9,702
Principal Clerk (Bookkeeper)	7,189- 9,702
Receptionist	5,364- 7,240
Senior Account Clerk	5,914- 7,986
Senior Clerk	5,914- 7,986
Senior Clerk Typist	6,210- 8,387
Social Service Aide Trainee	4,866-
Social Service Aide	5,109- 6,894
Senior Telephone Operator	6,210- 8,387
Telephone Operator	5,632- 7,606
Income Maintenance Technician	7,189- 9,702
Income Maintenance Specialist	9,174-12,387
Interpreter	5,364- 7,240
Investigator	9,174-12,387