

A G R E E M E N T

BETWEEN:

MERCER COUNTY (NEW JERSEY)

BOARD OF SOCIAL SERVICES

AND

LOCAL 2285, *AFSCME* AMERICAN FEDERATION

OF

STATE, COUNTY AND MUNICIPAL

EMPLOYEES

AFL-CIO

X

July 1, 1982 through June 30, 1984

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PREAMBLE

This Agreement dated the *14th* day of *October,* 1982 is entered into by and between the Mercer County Board of Social Services, hereinafter referred to as the Board, and Local 2285, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I

RECOGNITION

The Board recognizes the Union as the exclusive representative for the following non-supervisory employees:

Account Clerk  
Clerk  
Clerk Stenographer  
Clerk Transcriber  
Clerk Typist  
-----Data Entry Machine Operator  
Home Service Aide  
Income Maintenance Specialist  
Income Maintenance Technician  
Income Maintenance Worker  
Interpreter Bilingual Spanish  
Investigator C.W.A.  
Principal Clerk  
Principal Clerk Bookkeeper  
Principal Clerk Transcriber  
Principal Clerk Typist  
Receptionist  
Senior Account Clerk  
Senior Account Clerk (Typing)  
Senior Clerk  
Senior Clerk Stenographer  
Senior Clerk Transcriber  
Senior Clerk Typist  
-----Senior Data Machine Operator  
Senior Home Service Aide  
Social Service Aide  
Social Service Technician  
Social Worker  
Terminal Operator  
Senior Terminal Operator  
Messenger

Excluded are the following employees:

Director  
Deputy Director  
Chief Clerk  
Administrative Supervisors (Income Maintenance & Social Work)  
Assistant Administrative Supervisors (Income Maintenance & Social Work)  
Personnel Officer  
Personnel Assistant  
Senior Personnel Technician  
Training Supervisor  
Assistant Training Supervisor  
Training Technician  
Board Counsel  
Chief Investigator

ARTICLE I Cont'd

Fiscal Officer  
Administrative Secretary  
Secretarial Assistant  
Secretarial Assistant (Stenography)  
Managerial Executives  
Confidential Employees  
Judicial Employees  
Police Employees  
Craft Employees  
Associate Counsel  
Medical Social Work Supervisor

All other job classifications covered within other certified and/or other recognized bargaining units.

In the event that either party to this contract deems it necessary to question the propriety of any of the aforementioned titles as to its inclusion in the Union bargaining unit, then either party may reopen negotiations as to the same upon written notice by one party to the other.

In the event that the Board creates new titles, the Board will discuss with the Union the Union's representation as to those titles.

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 specifically modified by this Agreement and those which 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.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. The working conditions aforementioned are: wages, hours of employment, lunch breaks, rest breaks and overtime.

## ARTICLE III

### DUES CHECK OFF AND REPRESENTATION FEE DEDUCTION

#### 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 aggregated deductions of all employees shall be remitted to AFSCME Council 73, 690 Whitehead Road, Trenton, New Jersey 08648, together with a list of the names of all employees for whom the deduction 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.

#### Representation Fee Deductions:

1. The Board agrees to continue 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 Union Dues, a representation fee equal to eighty-five (85%) of the Union Dues, as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing on the first pay after the completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first pay after the completion of ten calendar days following reentry into a bargaining unit for employees who previously served in bargaining unit positions.

If, during the course of the year the non-member becomes a Union member, the employer shall cease deducting the representation fee and commence deducting the Union dues beginning with the first paycheck representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year the Union member directs the employer to cease Union dues deductions in a manner appropriate under the terms of this Agreement, the employer shall commence deduction of the representation fee with the first paycheck representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner and in the same time as Union dues.

2. Deduction of representation fees made pursuant hereto 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.
  
3. (a) Local 2285, AFSCME and Council 73, affiliated with the International AFSCME, AFL-CIO do and shall indemnify, defend and save harmless, the Mercer County Board of Social Services against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this Article III.  
  
(b) Further, in consideration for Mercer County Board of Social Services' action in implementing Agency Shop (P.L. 1979 c 407, amending N.J.S.A. 34:13A-5 et seq.) Local 2285, AFSCME and Council 73, affiliated with the International AFSCME, AFL-CIO does agree to reimburse Mercer County Board of Social Services for Court costs, fees, and judgements incident to suits or other forms of liability that may be incurred by Mercer County Board of Social Services that shall arise out of any of said check-off deductions.
  
4. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Board.

IN WITNESS WHEREOF, Local 2285, AFSCME and Council 73, affiliated with the International AFSCME, AFL-CIO has entered into this Agreement as contained in aforesaid Article III, Dues Check Off and Representation Fee Deduction, and caused same to be executed by its duly authorized officer or agent on the 14<sup>th</sup> day of October.

John J. Meskef

ARTICLE IV

HOURS OF WORK

The normal work week shall consist of 35 hours per week, 7 hours per day, 5 days per week. The hours of work will be from 8:30 A.M. to 4:30 P.M., Monday thru Friday.

ARTICLE V

DISASTER LEAVE

- A. In the event that the Board's business and operations are curtailed due to calamity, conflagration or such similar circumstances, continuance of the current wage scale and employment of employees shall be provided for as shall be possible and practicable, subject to the approval of the Director of Welfare, Mercer County Board of Social Services, and the Director of the Division of Public Welfare.
- B. In the event of a disaster and the Board is open for business during a normal work day, then in that event, the Board shall be considered as having been open for a full work day. In the event of a disaster and the Board does not open for business on a normal work day, then in that event, the Agency shall be considered closed for the entire normal work day. On a work day when the Agency is considered to be closed for the entire normal work day, employees who have been approved for vacation, sick, personal or bereavement days with pay shall not be charged with the time specified in their request.

ARTICLE VI

HOLIDAYS

All employees covered by this Agreement are entitled to legal paid holidays.

The legal paid holidays, as specified under Ruling 11 of the Department of Human Services, Division of Public Welfare and fixed by the New Jersey Statutes are as follows:

New Year's Day .	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
	Christmas Day

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

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 Chief Executive of Mercer County and/or the Board of Chosen Freeholders of Mercer County declares a holiday for all County employees.

ARTICLE VII

VACATIONS

- A. Provisional full time and temporary full time employees shall earn vacation leave for each month of service following the date of provisional or temporary appointment. The amount of vacation leave earned on a monthly basis will be prorated on a monthly basis, consistent with the vacation schedules set forth in paragraph B of this article. Upon attaining permanency and after successfully completing the work test period vacation leave will be credited in advance consistent with paragraph B of this article. However, any person who was a provisional full time, or temporary full time employee as of June 30, 1982, shall be permitted to have vacation leave credited in advance consistent with paragraph B of this article.
- B. Full time employees appointed before July 1, 1974 having permanent status in any title with the Board shall be granted vacation leave as follows:
1. One (1) working day's vacation for each month of service during the remainder of the calendar year following the date of appointment.
  2. Twelve (12) working days vacation thereafter for every year and up to five years of service.
  3. Fifteen (15) working days vacation thereafter for every year after the completion of five years of service and up to ten years.
  4. Eighteen (18) 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 and up to twenty years of service.
  6. Twenty-five (25) working days vacation thereafter for every year after the completion of twenty years of service.

Full time employees appointed after July 1, 1974 having permanent status in any title with the Board shall be granted vacation leave as follows:

1. One (1) working day for each month of service or major fraction thereof during the remainder of the calendar year following date of appointment.
2. After one year of service through five years of service, twelve (12) working days per year.

3. After five years of service through twelve years of service, fifteen (15) working days per year.
4. After twelve years of service through twenty years of service, twenty (20) working days per year.
5. After twenty years of service, twenty-five (25) working days per year.

Any increase in vacation days based on years of continuous service with the Board will be credited at the beginning of the calendar year in which the employee attains it provided the employee has permanent status with the Board at the beginning of the calendar year. Crediting of this time is done with the anticipation that his/her employment will be continuous throughout the year.

- C. The employee will follow a vacation schedule suited to the overall needs of the Board and considerate of the needs of the employee. The present policy will be continued of granting vacation time by seniority in each working unit wherever possible and practicable.
- D. Employees requesting vacation leave of three days or less must make written request to the immediate supervisor by 1:00 P.M. of the working day preceding the vacation day requested.

Employees requesting vacation leave of more than three days must make written request to the immediate supervisor by at least five business days prior to the beginning of the first vacation day requested.

- E. In the case of vacation requests of three days or less, the immediate supervisor will inform the employee of the disposition of the employee's request for vacation leave by the end of the work day of their request.

In the case of vacation requests of more than three days, the immediate supervisor will inform the employee of the disposition of the employee's request for vacation leave within three working days after the request has been submitted. Requests for vacation leave shall not be unreasonably denied.

- F. The employee must reimburse the Board within one year in cases where vacation time is credited in advance, taken with pay, but not actually earned by the employee. The Board reserves the right to take appropriate action to recover monies uncollected.

In the event an employee owes the Board money for time credited, taken, but not actually earned, the Board reserves the right to withhold from the employee's bi-weekly pay monies by way of reimbursement to the Board as a result of owed time.

Where an employee is no longer in the employ of the Board, the Board reserves the right to apply all or part of the employee's wages from the employee's last paycheck by way of reimbursement of owed time.

- G. Vacation days may be carried into the next calendar year but no further.
- H. In an emergency situation, a vacation day may be requested without prior approval and may be allowable at the discretion of the immediate supervisor. The employee is required to call in before 8:30 A.M. or as soon as possible thereafter on the morning emergency vacation leave is requested. Emergency is defined as an unforeseen circumstance or combination of circumstances which calls for immediate action.

ARTICLE VIII

LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay may be granted at the discretion of the Board to permanent employees for any reason considered acceptable by the Board, for a period not to exceed six (6) months at any one time, subject to approval by the Department of Civil Service and the Division of Public Welfare. Such leaves of absence may be renewed by the Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval of the Department of Civil Service and the Division of Public Welfare for reasons as established by Commission regulation.
- B. For leaves of absence without pay of three (3) days duration or less, the employee will notify his/her immediate supervisor of the request and reason for the request, and said request shall be subject to prior approval of the immediate supervisor.

In all cases of a leave of absence without pay in excess of three (3) days, the employee must provide a written request setting forth the reason or reasons why leave is requested and the dates for the commencing and the terminating of said leave and shall submit same to the Board. No leave of absence without pay in this circumstance shall become effective without prior approval of the Director of Welfare and/or the Board.

- 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 sick 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 (60) days for reasons deemed appropriate by the Board subject to approval by the Division of Public Welfare and the Department of Civil Service and such leave may not be renewed or extended consecutively.

- E. The time during absence from work in excess of six (6) months shall be deducted from total service for employees who have taken a leave of absence without pay to determine both eligibility for promotion and/or seniority. If this procedure results in any conflict with Civil Service regulations, then Civil Service regulations shall prevail. Exceptions: Time should not be deducted from total service for employees who have taken a leave of absence for:

- 1) Military Leave
- 2) Educational Leave
- 3) Sick Leave (Including pregnancy disability)
- 4) Leave without pay while receiving Workers' Compensation Benefits as a result of work related injuries.

F. In leaves of absence for sick leave without pay, the employee must submit a signed statement from his or her physician setting forth the medical reason for the leave and the period of time the employee will be unable to work because of the illness.

ARTICLE IX

SICK LEAVE

- A. 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 in the employee's household. A physician's certificate must be required whenever an employee is on sick leave for five consecutive working days or more.
- B. Full time provisional and full time temporary employees shall earn sick leave on the basis of one (1) working day sick leave for each month of service during the remainder of the calendar year following the date of provisional or temporary appointment. Full time provisional and full time temporary employees shall earn sick leave on the basis of one and one quarter working days sick leave on a cumulative basis for each month of service beginning with the second year of employment. However, any person who was a provisional full-time, or temporary full-time employee as of June 30, 1982, shall be permitted to have sick leave credited in advance consistent with paragraph C 2 of this article.
- C. Full time employees having permanent status in any title with the Board will accumulate sick leave privileges as earned on the following basis:
1. One (1) working day sick leave per month of service or major fraction thereof during the remainder of the calendar year following the date of regular appointment.
  2. Fifteen days sick leave per calendar year of service on a cumulative basis beginning with the second year of employment. This leave is credited in advance at the beginning of the year.
- D. Sick leave for absences in excess of ten continuous work days 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 setting forth the reason for the sick leave and probable date of return to employment.
- E. 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. Failure to report absences on the part of any employee may be cause for disciplinary action.

- F. All sick leaves are subject to Administrative and/or Board approval and may also be subject to approval of the Division of Public Welfare and the Department of Civil Service.
- G. The employee must reimburse the Board within one year in cases where sick time is credited in advance, taken with pay, but not actually earned by the employee. The Board reserves the right to take appropriate action to recover monies uncollected.

In the event an employee owes the Board money for time credited, taken, but not actually earned, the Board reserves the right to withhold from the employee's bi-weekly pay monies by way of reimbursement to the Board as a result of owed time. If an employee is still employed by the Board and it appears that the employee will continue to remain in the employ of the Board for at least another year, management may consult with the employee concerning the amount to be withheld from each paycheck. However, the Board reserves the right to take whatever action they feel necessary to recover monies uncollected.

Where an employee is no longer in the employ of the Board, the Board reserves the right to apply all or part of the employee's wages from the employee's last paycheck by way of reimbursement of owed time.

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 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:

A grievance is defined as:

1. A claimed breach, misinterpretation, or improper application of the terms of this Agreement ~~xxxx~~ expressed herein (hereafter referred to as contractual); or

2. A claimed violation, misinterpretation or misapplication of rules and regulations, existing policy or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment which are not included in B.1. above (hereafter referred to as noncontractual).

If a grievance or dispute arises over a matter which is controlled by Civil Service, the employee shall proceed through Civil Service for a resolution of the matter. If the grievance or dispute arises over a matter which is not controlled by Civil Service, then the matter shall be resolved through 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 grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her immediate supervisor or department head, where the department head is alleged to have committed the grievable act, within eight (8) working days of the occurrence complained of, or within eight (8) working days after he/she would reasonably be expected to know of its occurrence. Except for a grievable act arising out of a job posting, which grievance shall be filed within three (3) working days of the action grieved.

Failure to act within the prescribed time shall be deemed to constitute an abandonment of the grievance.

The employee, after he/she has filed the grievance, shall have the right to present his/her appeal or designate a representative authorized by the Union and who is an employee of the Board to present said appeal with him/her without loss of pay. The designated representative must be a member of the Union.

- Step 1. b. The immediate supervisor or department head, where the department head is alleged to have committed the grievable act, shall render in writing a decision to the grievant within eight (8) working days after receipt of the grievance. Management reserves the right of waiver of the eight (8) day period and to respond to a grievance within ten (10) working days after receipt of the grievance.
- c. In the event that the grievance does not pertain to the immediate supervisor or department head, this step may be omitted at the discretion of the grievant and his/her immediate supervisor or department head. The aggrieved will forward a copy of the grievance to his/her immediate supervisor and department head in all situations.
- Step 2. a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Director of Welfare within five (5) working days following the determination at Step One. The employee, after filing the grievance with the Director, may present his/her appeal or designate a representative authorized by the Union who is an employee of the Board and a member of the Union to present the appeal, and the Union president or his/her designee who must be a Union member and an employee of the Board, may participate at the request of the employee without loss of pay throughout Step Two of the grievance procedure.
- b. The Director of Welfare, or his designee, shall render his decision to the grievant within ten (10) working days after the receipt of the complaint. Management reserves the right of waiver of the ten (10) day period and to respond to a grievance within fifteen (15) working days after receipt of the grievance.
- 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's Grievance Committee. The Committee shall be composed of three (3) Board members. In the event the aggrieved files his/her statement with the Committee at least five (5) working days prior to a Committee meeting, the

Committee shall review the decision of the Director at that meeting. The aggrieved may be represented by his/her self or a designated representative of the Union who must be a member of the Union and an employee of the Board, and the Union president or his/her designated representative who must be a member of the Union and an employee of the Board, and a Council No. 73 representative without loss of pay throughout Step Three of the grievance procedure.

- b. The Committee will render its decision within ten (10) working days after the Committee meeting at which the matter has been reviewed. Management reserves the right of waiver of the ten (10) day period and to respond to a grievance within fifteen (15) working days after receipt of the grievance.
- c. If the Committee's decision involves a non-contractual grievance, the decision of the Committee shall be final.

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. The Board will not compensate Union witnesses, the grievant and Union representatives for loss of time from work in attendance at arbitration hearings, Civil Service hearings, or hearings before the Public Employees' Relations Commission.

- a. It is understood and agreed between the parties that the subject of change in wages shall not be subject to 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 prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. The parties shall select an arbitrator on a case to case basis from the panel of arbitrators maintained by the Public Employees' Relations Commission and in accordance with the rules of the Public Employees' Relations Commission.
- d. The parties may 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.

- e. The decision or award of the arbitrator with regard to disciplinary action shall be non-binding and advisory on the Board, the Union, and the grievant or grievants. The decision or award of the arbitrator with regard to contractual grievances not disciplinary in nature will be binding on the Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

Any arbitration decision 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.

- f. 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 Board's authority.

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

- g. 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.
- h. 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.
- i. 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.
- j. 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.

k. Grievance resolutions of decisions at Steps One through Four 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.

1. In the event that legislation is enacted by the State of New Jersey and signed by the Governor of the State of New Jersey permitting binding arbitration in the disciplinary procedure, the parties will negotiate the reinstatement of binding arbitration in the disciplinary procedure.

In the event that binding arbitration is reinstated in the disciplinary procedure, that binding arbitration will apply solely to grievances which have been filed subsequent to the date of reinstatement of binding arbitration in the disciplinary procedure.

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/her own grievance without Union representation, he/she should so indicate on the grievance form in the procedural Step One.

4. The Union will notify the Board in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. In Steps One (1) through Three (3), the designated employees shall secure the permission of their immediate supervisor in order to represent the employee in Steps One (1) through Three (3) of the grievance procedure. Such permission shall not be unreasonably withheld.

ARTICLE XI

HEALTH INSURANCE, INSURANCE, 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. The 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 employee's rate of pay for each day of earned and 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. An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment. Those employees who have a break in service (excluding layoffs) shall be entitled to apply for lump sum purposes only, the unused accumulated sick leave which was earned from the date of return to employment from the most recent break in service prior to effective date of retirement.

B. Subject to the guidelines of the State Health Benefits Commission established pursuant to the provisions of Chapter 12, P.L. 75, the Board shall continue a Prescription Drug Benefit Program.

The program shall be funded and administered by the Board. It shall provide benefits to all eligible unit employees and their eligible dependents through the Hospital Service Plan of New Jersey 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 \$1.00 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program. Effective Jan. 1, 1983 the deductible provision shall be \$2.50 per prescription.

Each employee shall be provided with an authorization and identification card and a brochure describing the details of the Program.

C. Health benefits covering the employee and members of his or

her family will be continued from the point of retirement until the time of his or her death, subject to the provisions of the Public Employees' Retirement System.

D. The Board shall continue to provide dental insurance through the Connecticut General Life Insurance Company for employees covered by this agreement and the employees' eligible dependents as defined by the New Jersey State Health Benefits Commission.

E. EYE CARE PLAN. Employees covered by this agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bill:

1. Twenty-five dollars (\$25.00) for the cost of regular optical lenses for the employee, their spouse, and their dependent children, and not more than one payment to be made on behalf of said individuals in the course of two (2) years from the date of last purchase of said individual's lenses.
2. Thirty dollars (\$30.00) for the cost of bi-focal lenses for the employee, their spouse, and their dependent children, and not more than one payment to be made on behalf of said individuals in the course of two (2) years from the date of last purchase of said individual's bi-focal lenses.
3. Twenty-five dollars (\$25.00) for the cost of an eye examination for the employee, their spouse, and their dependent children, and not more than one payment to be made on behalf of said individuals in the course of two (2) years from the date of the last eye examination of said individual.

The employee and his dependents (spouse and unmarried children under twenty-three (23) years of age who live with the employee in a regular parent-child relationship) will be eligible for this benefit after the employee has been continuously employed for a minimum of sixty (60) days.

F. Employees shall be required to report all changes in eligibility factors of themselves or of their dependents to the Personnel Office within thirty (30) days of the effective date of such change.

ARTICLE XII

SALARIES AND COMPENSATION

For the year July 1, 1982 to June 30, 1983, employees covered by this Agreement shall 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 of this Agreement which shall be in compliance with Appendix II of Ruling 11, Compensation Schedule 40, effective July 1, 1982. Effective July 1, 1982 or subsequent date of appointment prior to the date of approval of this Agreement, employees shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix I of this Agreement.
2. All employees covered by this Agreement, effective July 1, 1982 shall receive a five (5%) percent salary differential prorated, based on the period July 1, 1982 to June 30, 1983, and based exclusively on the minimum step of the appropriate salary range as set forth in Appendix I of this Agreement. Said salary differential shall terminate on June 30, 1983.
3. All employees covered by this Agreement who are hired or appointed to another classification during the life of this Agreement, shall receive a salary differential, if applicable, as of the effective date of appointment. In the event that the employee is employed by the Board at the time of the change in classification, then in that event, his prior salary differential will be terminated and the new salary differential will come into effect. Said salary differentials will be paid in the manner set forth in item 2 of this article.
4. Employees who are not at the maximum of their appropriate salary range shall be entitled to a merit increment within their salary range on their anniversary date provided they have served at least satisfactorily in a position for one year.
5. For the year July 1, 1982 through June 30, 1983, employees covered by this Agreement being paid on the basis of range 12 or below of Ruling 11 shall receive, subject to approval of the Division of Public Welfare, a cash bonus of \$250.00 providing such employees have at least one year of continuous service as of December 31, 1982 and are in the employ of the Board as of December 31, 1982.

ARTICLE XII Cont'd

6. Longevity and salary differential payments shall not be considered in arriving at the on-step on-guide adjustments. These payments shall be in addition to base salaries.
- 7a. All employees covered by this agreement, promoted or reclassified to another title which carries a higher salary range, shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount, if necessary, to adjust and equalize the employee's salary to the proper step of the new salary range.
- 7b. Employees, being paid a special salary adjustment, upon promotion or reclassification to another title which carries a higher salary range, shall have that special salary adjustment discontinued upon promotion or reclassification to a higher paying title.
8. In those situations in which an employee's salary adjustment is not equal to at least two increments in their old range they shall retain their current anniversary date. However, if an employee's salary adjustment equals two or more increments in their old range, they shall be assigned a new anniversary date based on the effective date of such salary increase in the same manner as indicated below for new employees hired. Employees placed on a new quarterly anniversary date must serve in position for one year to be entitled to an earned merit increment on their anniversary date.
- 9- Determining Anniversary Dates:
  - a. Employees hired at the Board from October 2 to January 1 shall have a January 1 anniversary date of the second year following the date of appointment. For those employees hired on January 1 or January 2, the anniversary date of January 1 will be the following year.
  - b. Employees hired from January 3 through April 1 shall have an April 1 anniversary date of the following year.
  - c. Employees hired from April 2 through July 1 shall have a July 1 anniversary date of the following year.
  - d. Employees hired from July 2 through October 1 shall have an October 1 anniversary date of the following year.
10. For the year July 1, 1982 through June 30, 1983, the Employer agrees to pay a uniform maintenance allowance in the sum of \$200.00 per year to the Board Home Service and Board Senior Home Service Aides.

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 provisions should be made to protect and guarantee that the Civil Service and Retirement Rights of the Mercer County Board of Social Services personnel transferred to employment under the Federal, State or County Government Welfare Program be continued.

ARTICLE XIV

PERSONAL AND BEREAVEMENT LEAVE

Personal Leave Days

- A. Full time employees with one (1) year's continuous service shall be entitled to three (3) days leave per calendar year with pay for personal business. Personal leave days shall be earned at the rate of one (1) day for each four (4) month period of the calendar year.
- B. Request for leave shall be in writing and given at least twenty-four hours in advance of the requested date or dates to the employee's immediate supervisor. 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 A.M. or as soon as possible thereafter. Personal leave days shall be non-cumulative.
- C. Personal days are credited in advance in expectation of continued employment.

Bereavement Leave Days

- A. All employees covered by this Agreement 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 member of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, grandchildren, father-in-law, mother-in-law, step or foster parents, step or foster brothers, step or foster sisters, legal guardians, and other relatives residing in the employee's household.
- B. Bereavement leave days 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 Board, will be given due consideration by the Board with respect to promotions and demotions. Nothing herein shall contravene Ruling 11 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 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.
3. The Board agrees to supply current seniority lists to the Union on an annual basis.
4. 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.
5. In the event there is a need for lay-offs, applicable Civil Service rules shall apply setting forth lay-off and recall procedures.

ARTICLE XVII

LONGEVITY

Every full time employee, provisional or permanent, classified or unclassified, of the Board shall receive 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.

The Longevity Plan is as follows: Employees having completed five years of continuous service 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 \$300.00.

In the event that during the life of this Agreement, the County of Mercer adopts increases in its Longevity Plan, the same increases will be provided employees covered by this Agreement, subject to the availability of funds and prior approval of the Division of Public Welfare.

ARTICLE XVII.

EDUCATION

Educational leave will be granted in accordance with Ruling 11 and the Board policy, subject to the availability of funds, and subject to approval by the Board.

ARTICLE XVIII

NON DISCRIMINATION CLAUSE

- A. The 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 and other categories as defined by Civil Service regulations.

ARTICLE XIX

UNION ACTIVITY

A. The Board agrees to grant officially elected delegates of the Union time off with pay for the purpose of attending state or national Union conferences and state or national Union conventions provided that:

1. Total time off does not exceed an aggregate of twenty-two (22) days per year. A year shall run from July 1 to June 30. Unused days in each year shall not be carried over.
2. Not more than seven (7) 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 (5) days in advance of granting of each time off. Under certain circumstances this five (5) day period may be waived by the Board.

B. Union Management Conferences:

1. Representatives of the Local Union and representatives of the 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 Board who shall not lose pay for 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 during employee's lunch hour at the discretion of the Director.

ARTICLE XX

BULLETIN BOARD USE BY UNION

The Board shall provide a 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 #73 Executive Director and/or his representative shall be admitted to the premises of the 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 for authorized 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 as one and one-half times the regular hourly rate of pay 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 PERC 1975.
2. Whenever possible, travel time shall be taken into consideration in the assignment of the Home Service Aides.
3.
  - a. An employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law. If excused by the Court on or before 12:30 P.M., the employee shall return to work for the remainder of the work day.
  - b. The employee shall notify management immediately of his/her requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.
  - c. In view of the fact that employees receive full salary during jury duty; in the event that the employee receives more than five dollars (\$5.00) per day, the amount received in excess of five dollars (\$5.00) per day shall be reimbursed to the Board by the employee up to but not beyond the employee's gross per diem salary.  
In the event the employee does not reimburse the Board the sum in excess of five dollars (\$5.00) per day, said sum will be withheld from the employee's pay.
4.
  - a. All employees covered by the Agreement who are disabled because of a job related injury or illness may be granted a leave of absence with pay by the Board for up to six (6) months from the date of injury or illness and this leave shall be based upon medical proof that the illness or injury is job related and that the employee is unable to work. This leave will not be charged to an employee's sick or vacation time subject to the provisions in Ruling 11, Part II, Section 5e, dated July 1, 1977.
  - b. Any amount of salary or wages paid or payable to such employee for disability leave shall be reduced by the amount of worker's compensation paid under the Worker's Compensation Act for temporary disability.
  - c. In the event that the disabled employee receives temporary disability under Worker's Compensation during the course of the aforementioned six (6) months, he or she is to endorse that draft payable to the Board and is to tender such draft to the Personnel Officer of the Board. Said tender of draft to the Board will be in way of reimbursement to the aforementioned Board toward payment of the disabled employee's full salary during the course of the six (6) month period. In the event

that the disabled employee does not endorse and turn over the temporary disability draft to the Personnel Officer of the Board, he or she shall not receive full pay but only the difference between the compensation pay and his or her full pay during that six (6) month period of time.

5. The Board agrees to provide the Union President or his/her designee a monthly list of newly hired employees who are holding titles recognized in Article I of this Agreement.

ARTICLE XXV

PROMOTIONS

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

ARTICLE XXVI

ASSIGNMENTS AND REASSIGNMENTS

The Board has the right to assign and reassign employees in accordance with the provisions of Civil Service Rule 4:1-15.7.

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 three (3) 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 four 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. The Board agrees to maintain a list of all voluntary requests made by employees for transfers and when a vacancy occurs that request will be given primary consideration provided they have answered the job posting. Such request may stipulate only the work unit from which the transfer is requested and will be considered one time in a twelve (12) month period.
  2. Employees presently serving in the title in which the vacancy occurs who have responded to the job posting.
  3. Any eligible employee who is fully qualified and applied for the vacant position.
  4. Any non-employee applicant.
- Seniority will be given due consideration with respect to all appointments.
- C. All appointments and transfers are subject to the provisions of Civil Service rules and regulations.

ARTICLE XXVIII

PRINTING OF AGREEMENT

The Board will reproduce this Agreement and any subsequent reopeners 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. The method of reproduction will be at the Board's discretion.

ARTICLE XXIX

PERSONNEL FILES AND EVALUATIONS

- A. Personnel evaluations shall be administered in compliance with the Board's personnel evaluation system.
- B. An employee, by request for appointment and with the approval of the immediate supervisor, shall have access to examine his or her own personnel file during office hours at a reasonable time set by management. An employee may review their personnel file utilizing their fifteen minute break period. If the employee needs additional time, the employee may review the file for an additional fifteen minutes beyond the aforementioned break period. An employee may be accompanied by an officer of the Union or his designated representative only if a disciplinary complaint has been filed. Requests by an employee to review his or her personnel file shall not be unreasonably denied by his or her immediate supervisor.
- C. Copies of memoranda documenting an employee's work performance which are placed in the employee's personnel file shall be given to the employee.
- D. The employee shall have the right to respond in writing to any documents in the file. This response shall become part of the personnel file unless, as a result of the response, the questioned document is removed and destroyed.
- E. The provisions of this article are subject to the grievance procedure up to the third step which is final and binding on all parties.

ARTICLE XXX

UNION MANAGEMENT RELATIONS

- A. All new written statements of policy or procedure 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 employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor-Management Committee.
1. The Labor-Management Committee shall consider and recommend to the Director of Welfare changes in the working conditions of employees within the Agency. The Labor-Management Committee shall not consider items being grieved.
  2. The Labor-Management Committee shall consist of six (6) members. <sup>Supervisors,</sup> The Union shall designate two (2) members, the Association shall designate two (2) members, and the Board shall designate two (2) members. The Committee shall make its recommendations to the Director in writing and said recommendations should set forth the names of persons in favor of same. Each Committee member shall receive copies of items recommended.

ARTICLE XXXI

DISABILITY PLAN

The Board agrees to continue to provide Temporary Disability Benefits for employees in accordance with the provisions of P.L. 1980, Chapter 18, or as amended, and it is understood that said law requires contributions from both employer and employee.

ARTICLE XXXII

FULLY BARGAINED

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 subject of negotiations. This is done with the exception of re-opener articles.

ARTICLE XXXIII

OTHER LEAVES OF ABSENCE

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

ARTICLE XXXIV  
NO STRIKE CLAUSE

It is agreed that during the terms of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, and shall use every means at its disposal to influence the employees to return to work.

ARTICLE XXXV

DURATION

- A. This Agreement shall be effective July 1, 1982 and shall remain in full force and effect until June 30, 1984.

For the contract year July 1, 1983 through June 30, 1984 the parties agree that the sole reopener will be salaries for the aforementioned contract year.

Negotiations with regard to the aforementioned reopener will commence on or about April 1, 1983 by the Union requesting same in writing.

- B. Negotiations on the successor contract shall commence on or about February 28, 1984 upon written notice by one party to the other at least ninety (90) days prior to the expiration date of the Agreement of the desire to change, modify, or terminate this Agreement.
- C. This Agreement is subject to the review and written approval as to form and content by the Division of Public Welfare.

APPENDIX I

Account Clerk	\$ 8,368.92	-\$ 11,297.93
Clerk	7,591.80	- 10,245.43
Clerk Stenographer	8,787.35	- 11,869.59
Clerk Transcriber	8,787.35	- 11,869.59
Clerk Typist	8,368.92	- 11,297.93
Data Entry Machine Operator	8,368.92	- 11,297.93
Home Service Aide	8,787.35	- 11,869.59
Income Maintenance Specialist	16,570.16	- 22,367.14
Income Maintenance Technician	12,365.29	- 16,692.62
Income Maintenance Worker	15,029.06	- 20,295.30
Interpreter Bilingual Spanish	8,368.92	- 11,297.93
Investigator C.W.A.	15,781.38	- 21,302.84
Principal Clerk	11,217.86	- 15,136.95
Principal Clerk Bookkeeper	11,777.73	- 15,890.65
Principal Clerk Transcriber	11,777.73	- 15,890.65
Principal Clerk Typist	11,777.73	- 15,890.65
Receptionist	8,368.92	- 11,297.93
Senior Account Clerk	9,689.87	- 13,088.44
Senior Account Clerk (Typing)	9,689.87	- 13,088.44
Senior Clerk	9,227.67	- 12,463.07
Senior Clerk Stenographer	10,175.38	- 13,737.26
Senior Clerk Transcriber	10,175.38	- 13,737.26
Senior Clerk Typist	9,689.87	- 13,088.44
Senior Data Entry Machine Operator	10,175.38	- 13,737.26
Senior Home Service Aide	9,689.87	- 13,088.44
Social Service Aide	8,368.92	- 11,297.93
Social Service Technician	11,217.86	- 15,136.95
Social Worker	15,781.38	- 21,302.84
Terminal Operator	9,227.67	- 12,463.07
Senior Terminal Operator	10,175.38	- 13,737.26
Messenger	8,787.35	- 11,869.59

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 14th day of October, 19 82.

MERCER COUNTY BOARD OF SOCIAL SERVICES

BY Norm B. Steen  
Chairperson

ATTEST:

Patricia S. Moore  
Director of Welfare

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

BY Barbara E. Smith  
President

ATTEST:

Barbara E. Smith

Reviewed and approved by the  
Division of Public Welfare  
New Jersey Department of  
Human Services

G. Thomas Riti 11/4/82  
G. Thomas Riti, Director  
Division of Public Welfare