

AGREEMENT  
BETWEEN  
MERCER COUNTY (NEW JERSEY)  
BOARD OF SOCIAL SERVICES  
AND  
LOCAL 3390  
AMERICAN FEDERATION  
OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

January 1, 2005 through December 31, 2008

**TABLE OF CONTENTS**

PREAMBLE..... 1

ARTICLE 1 RECOGNITION.....2

ARTICLE 2 MANAGEMENT RIGHTS.....4

ARTICLE 3 NON DISCRIMINATION CLAUSE .....5

ARTICLE 4 DUES CHECK OFF AND REPRESENTATION FEE DEDUCTION.....6

ARTICLE 5 HOURS OF WORK.....8

ARTICLE 6 HOLIDAYS.....9

ARTICLE 7 VACATIONS ..... 10

ARTICLE 8 PERSONAL AND BEREAVEMENT LEAVE ..... 12

ARTICLE 9 SICK LEAVE ..... 14

ARTICLE 10 LEAVE OF ABSENCE WITHOUT PAY ..... 16

ARTICLE 11 LEAVE OF ABSENCE DUE TO WORKPLACE INJURY ..... 19

ARTICLE 12 JURY DUTY AND WITNESS LEAVE .....20

ARTICLE 13 DISASTER LEAVE ..... 21

ARTICLE 14 GRIEVANCE PROCEDURE ..... 22

ARTICLE 15 SALARIES AND COMPENSATION.....26

ARTICLE 16 LONGEVITY ..... 28

ARTICLE 17 HEALTH INSURANCE, INSURANCE, RETIREMENT BENEFITS .....29

ARTICLE 18 OVERTIME ..... 32

ARTICLE 19 EDUCATION..... 33

ARTICLE 20 SENIORITY..... 34

ARTICLE 21 PERSONNEL FILES AND EVALUATIONS ..... 35

ARTICLE 22 DISCIPLINE ..... 36

ARTICLE 23 JOB POSTING..... 37

ARTICLE 24 UNION ACTIVITY ..... 38

ARTICLE 25 UNION LEAVE .....	39
ARTICLE 26 MILEAGE .....	40
ARTICLE 27 UNION MANAGEMENT RELATIONS .....	41
ARTICLE 28 TRANSFER OF PROGRAMS .....	42
ARTICLE 29 PRINTING OF AGREEMENT .....	43
ARTICLE 30 SEPARABILITY AND SAVINGS .....	44
ARTICLE 31 FULLY BARGAINED .....	45
ARTICLE 32 DISABILITY PLAN .....	46
ARTICLE 33 BULLETIN BOARDS - USE BY UNION .....	47
ARTICLE 34 NO STRIKE CLAUSE .....	48
ARTICLE 35 UNSCHEDULED ABSENCES .....	49
ARTICLE 36 PART-TIME EMPLOYEES.....	50
DURATION .....	52
ARTICLE 37 .....	52
APPENDIX I .....	53
APPENDIX II .....	54
APPENDIX III .....	55
APPENDIX IV.....	56

## PREAMBLE

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ is entered into by and between the Mercer County Board of Social Services, hereinafter referred to as the Board, and Local 3390, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1

RECOGNITION

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

- Accountant
- Human Services Specialist 4
- Payroll Supervisor
- Purchasing Assistant/Supervising Clerk Typist
- Senior Investigator
- Senior Technician, Management Information Systems
- Social Work Supervisor
- Supervising Account Clerk
- Supervising Clerk
- Supervising Clerk Typist
- Supervising Computer Operator
- Supervisor of Accounts
- Supervisor of Building Services
- Supervisor of Customer Service
- Supervisor of Data Entry Machine Operations
- Supervisor of Property & Resources

Excluded are the following employees:

- Administrative Analyst
- Administrative Analyst 3 (Data Processing)
- Administrative Secretary
- Administrative Supervisor of Income Maintenance
- Administrative Supervisor of Social Work
- Assistant Administrative Supervisor of Income Maintenance
- Assistant Administrative Supervisor of Social Work
- Assistant Chief Clerk
- Assistant Chief Investigator
- Assistant Data Processing Coordinator
- Assistant Fiscal Officer
- Assistant Personnel Officer
- Assistant Training Supervisor
- Attorney
- Chief Clerk
- Chief Investigator
- Chief of Administrative Services
- Coordinator of Child Support & Paternity Program
- Data Processing Coordinator
- Data Processing Programmer
- Data Processing Programmer Trainee

Deputy Director  
Director  
Fiscal Officer  
Human Services Coordinator  
Management Information Systems Specialist  
Management Specialist  
Paralegal Specialist  
Parking Attendant  
Personnel Assistant  
Personnel Officer  
Procedures Analyst  
Program Analyst  
Seasonal Assistant  
Secretarial Assistant  
Secretarial Assistant (Stenography)  
Secretarial Assistant (Transcriber)  
Security Guard  
Senior Accountant  
Senior Administrative Analyst  
Senior Data Processing Programmer  
Senior Personnel Technician  
Senior Systems Analyst  
Senior Training Technician  
Supervising Personnel Clerk  
Training Supervisor  
Training Technician  
Confidential Employees  
Exclusions as provided by PERC  
Managerial Executives  
Titles assigned to Payroll

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 2

### 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 contrary to public policy or any law of the State of New Jersey, or any rules, regulations or directives promulgated by authorized governmental entities.

Proposed modifications governing wages, hours, and other terms and conditions of employment shall be negotiated with the majority representative before they are established. The employer retains the responsibility to promulgate and enforce rules and regulations subject to the limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of the Agreement.

ARTICLE 3

NON DISCRIMINATION CLAUSE

The Board and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, religion, national origin, disability as defined by the New Jersey Department of Personnel regulations or law, political affiliation, or Union membership and other categories as defined by New Jersey Department of Personnel regulations.

## ARTICLE 4

### DUES CHECK OFF AND REPRESENTATION FEE DEDUCTION<sup>[DAR2]</sup>

#### 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, Nottingham Village Square, 2653-A Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690, together with a list of the names of all employees from whom the deductions were made by the tenth (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 each deduction of Union Dues, a representation fee not to exceed eighty-five (85%) percent of the regular membership dues, fees and assessments. The appropriate representation fee must be certified to the Board by the Union annually. Dues shall commence 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 (10) calendar days following re-entry 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) 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.

The Union shall maintain a demand-and-return system and shall comply with all other requirements of N.J.S.A. 34:13A-5.5 et seq. and N.J.A.C. 19:17-3.1 et seq. A copy of the demand and return system must be furnished to the Board prior to any deductions being made under this paragraph and annually thereafter.

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 tenth (10th) day of the succeeding month after deductions are made.
3. (a) Local 3390 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  
  
(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. 34:13 A-5 et seq.) Local 3390, 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 judgments 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 3390, AFSCME and Council 73, affiliated with International AFSCME, AFL-CIO has entered into this Agreement as contained in aforesaid Article 4, Dues Check Off and Representation Fee Deduction, and caused the same to be executed by its duly authorized officer or agent on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

ARTICLE 5

HOURS OF WORK

The normal work week shall consist of 35 hours per week, 7 hours per day, 5 days per week. The agency will be open for business from 8:30 a.m. to 4:30 p.m. on Monday, Wednesday, Thursday, Friday and 8:30 a.m. to 8:30 p.m. on Tuesdays. Those employees scheduled to work on Tuesdays, shall have a schedule that conforms with the voluntary Alternate Work Week Policy.

Employees are entitled to one fifteen (15) minute paid break each morning, afternoon and/or evening worked. Break time is not cumulative.

ARTICLE 6

HOLIDAYS

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

The legal paid holidays 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	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

In the event any of the above legal holidays falls on a Sunday, it shall be celebrated on the following Monday, or in the event any of the above legal 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 7

### VACATIONS

- A. All full time employees covered by this Agreement shall earn vacation leave for each month of service following the date of permanent, provisional, temporary, or interim appointment as set forth below:
1. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
  2. After one (1) year and to completion of five (5) years, twelve working days.
  3. From beginning of sixth year to completion of tenth year, fifteen (15) working days.
  4. From beginning of eleventh year to completion of fifteenth year, twenty (20) working days.
  5. Completion of fifteenth year, twenty-five (25) working days.

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. Vacation days may be taken in one hour intervals.

- B. The employee will follow a vacation schedule suited to the overall needs of the Board and considerate of the needs of the employee. Vacation will be granted by seniority as defined in the Seniority Article of this Contract wherever possible and practicable.
- C. Employees requesting vacation leave of three (3) 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 (3) days must make written request to the immediate supervisor by at least five (5) business days prior to the beginning of the first vacation day requested.

- D. In the case of vacation requests of three (3) 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 (3) days, the immediate supervisor will inform the employee of the disposition of the employee's request for vacation leave within three (3) working days after the request has been submitted.

- E. The employee must reimburse the Board within one (1) 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.

- F. Vacation days may be carried into the next calendar year but no further.
- G. 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 8

### PERSONAL AND BEREAVEMENT LEAVE

#### Personal Leave Days

- A. Full-time employees of the Board shall be entitled to three (3) days leave per calendar year with pay for personal business beginning the first day of the calendar year following date of hire.
- B. Request for leave shall be in writing and given at least twenty-four (24) hours in advance of the requested date or dates to the employee's immediate supervisor. In case of an emergency situation, a personal day or hour 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. The employee shall have the option of using the three (3) personal days (21 hours) referred to in paragraph A of this Article by taking time off in one (1) hour intervals subject to the procedures for requesting personal time in paragraph B. The use of this time in hour intervals will be allowable at the discretion of the immediate supervisor, which shall not be unreasonably withheld.

#### Bereavement Leave Days

- A. 1. All employees covered by this Agreement shall be entitled to five (5) consecutive working days paid leave beginning with the day of death or the day after the date of death for bereavement for time lost from work due to the death of any of the following members of the immediate family of the employee: father, mother, brother, sister, spouse, natural children, adopted children, step or foster children, grandchildren, present mother-in-law, present father-in-law, and grandparents. Consideration may be made by the immediate supervisor to cover special circumstances regarding the dates used.
- 2. Any employee absenting him/herself shall advise, if possible, his/her immediate supervisor of the date or dates he/she will be absent. Prior to receiving pay for the period of his/her absence, the employee shall verify in writing the relationship between the deceased and him/herself, the date on which he/she is absent, to his/her immediate supervisor as soon as practicable upon his/her return to duty.

- B. 1. All employees covered by this Agreement shall be entitled to one (1) day paid leave for bereavement for time lost from work due to the death of the following relatives of the employee: step or foster parents, stepbrother, stepsister, legal guardian, aunt, uncle, employee's spouse's grandparents, present son-in-law, present daughter-in-law, present brother-in-law, present sister-in-law and other relatives residing in the employee's household.
- 2. Any employee absenting him/herself shall advise his/her immediate supervisor at least one (1) working day in advance of the date he/she will be absent and prior to receiving pay for the period of his/her absence shall verify in writing the relationship between the deceased and him/herself to his/her immediate supervisor as soon as practicable upon his/her return to duty.
- C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that an employee will receive either bereavement pay, holiday pay, or vacation pay, as the case may be. The employee will have the option of taking either the bereavement pay, or the holiday pay, or the vacation pay, but the employee will only receive one type of pay during this period of time.
- D. Bereavement days shall be payable only to employees who are in active pay status with the Board.
- E. Bereavement days shall be non-cumulative.

## ARTICLE 9

### 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 (5) consecutive working days or more.
- B. The sick leave plan is as follows:
  - 1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month of service or major fraction thereof during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Sick days may be taken in one hour intervals.
  - 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. Sick leave is credited in advance at the beginning of the calendar year.
- C. Sick leave for absences in excess of ten (10) continuous working 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.
- D. In all cases of illness, whether of short or long duration, the employee is required to notify his/her superior of the reason for the absence at 8:30 A.M. or as soon as possible thereafter on the first day of absence from the office. In all circumstances approval of the immediate supervisor is required. Failure to report absences on the part of any employee may be cause for disciplinary action.
- E. All sick leaves are subject to supervisory approval and may be subject to Administrative approval and may also be subject to approval of the Department of Personnel. Unless explicitly stated, it should not be assumed that the supervisor has approved the absence.
  - 1. Sick leave approved and granted but utilized for other purposes shall be considered an unauthorized absence and may be cause for disciplinary action.

- F. Management reserves the right to require acceptable medical authorization that an employee is capable of returning to work.
- G. The employee must reimburse the Board within one (1) 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.

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.

- H. Sick Leave Buy Back - Full-time employees having accumulated ten (10) or more of their fifteen (15) sick days for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must make this request in writing to the Personnel Officer or designee on or before January 5<sup>th</sup> of the year immediately following the year in which the requirements have been met. Requests made later than January 5<sup>th</sup> shall not be considered.

## ARTICLE 10

### LEAVE OF ABSENCE WITHOUT PAY

1. Applications for leave of absence without pay and for extension of leave of absence without pay may be made by an employee for any reason considered acceptable by the Director of Welfare or his designee and may be approved or disapproved at the discretion of the Director of Welfare or his designee.
2. All leaves of absence are subject to the provisions of applicable Federal and State laws, rules, regulations, including New Jersey Department of Personnel rules and regulations and Board policy.
3. Employees must use all sick days that have accrued prior to commencing a leave of absence without pay, due to the employee's non-work related illness or injury which has been approved by the Director of Welfare or his designee.
4.
  - a. Permanent employees may apply for leave of absence for a period not to exceed six (6) months duration at any one time, subject to approval of the employee's Department Head and the Director of Welfare. Application for extension of said leave of absence may be approved for an additional period not to exceed six (6) months duration, subject to approval of the employee's Department Head and the Director of Welfare. No further renewal may be granted except upon the approval of the Director of Welfare and the New Jersey Department of Personnel for reasons as established by Department regulation.
  - b. Provisional employees may apply for leave of absence for a maximum period of sixty (60) days, subject to approval of the employee's Department Head and Director of Welfare and of the New Jersey Department of Personnel. Said leave, if approved, may not be renewed or extended.
5. The following constitutes the sole and exclusive method for making application for leaves of absence and for extensions of leaves of absence without pay:
  - a. 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.

- b. In all cases of a leave of absence without pay in excess of three (3) days, the employee shall apply for a leave of absence in writing, signed and delivered to his/her immediate supervisor. The employee shall file application for leave with his/her immediate supervisor as soon as he/she becomes aware of the need for the leave. Application for leave shall include the explicit reason or reasons why leave is necessary and the date for the commencing and terminating of leave. All applications for leave must be accompanied by written documentation of the need for leave as may be appropriate (i.e. medical, educational, military, etc.). Said documentation shall include the explicit reason or reasons for the leave and the period of time the employee will be unable to work because of the need for the leave. The Board reserves the right to have an employee examined by a qualified physician of its choice and at the Board's expense before acting upon the employee's request for an extension of leave of absence for medical reasons.
  - c. No leave of absence shall become effective without prior approval of the employee's Department Head and of the Director of Welfare.
  - d. Management reserves the right to deny applications for leaves of absence which are not filed in a timely manner and/or which in any way does not satisfactorily document the basis for the leave and its duration.
  - e. Management's decision to approve or disapprove the application for leave will be based upon any and all factors which may affect the Agency's operation. These factors include, but are not limited to the employee's work record, status of the employee's work-load, the employee's attendance records, the employee's performance evaluations, the ability to fill the employee's position and/or to otherwise accommodate to the employee's absence.
- 6. Nothing herein shall limit Management's right to take corrective and/or disciplinary action to respond to an employee's failure to secure authorized absence from employment.
  - 7. 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.
  - 8. In leaves of absence without pay due to non-work related illness or injury, 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.

9. Anniversary dates for employees on leave without pay, excluding military leave, leave due to a work-related illness or injury and leave subject to the federal Family and Medical Leave Act and/or the New Jersey Family Leave Act, change as follows:
  - a. There will be no change in the anniversary date for employees who are out of work on a leave of absence without pay for less than thirty (30) calendar days.
  - b. If the leave of absence without pay exceeds thirty (30) calendar days, anniversary dates will change as follows:
    1. If the leave exceeds 30 calendar days but is less than or equal to 120 calendar days, change the anniversary date one (1) quarter later.
    2. If the leave exceeds 120 calendar days but is less than or equal to 210 calendar days, change the anniversary date two (2) quarters later.
    3. If the leave exceeds 210 calendar days but is less than or equal to 300 calendar days, change the anniversary date three (3) quarters later.
    4. If the leave exceeds 300 calendar days but is less than or equal to 390 calendar days, change the anniversary date four (4) quarters later.
    5. Any consecutive period of leave without pay beyond 390 calendar days will result in a change in anniversary date. The anniversary date will change by an additional quarter for each 90 calendar day period following the 300th day of leave without pay in the same manner as set forth above.

## ARTICLE 11

### LEAVE OF ABSENCE DUE TO WORKPLACE INJURY

Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation Law from the day after date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits at 70% of the employee's wage for the period of their disability commencing the day after the date of the injury or illness. Said employees shall also receive sick and vacation credits during the period of their disability.<sup>[DAR3]</sup>

ARTICLE 12

JURY DUTY AND WITNESS LEAVE

- 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. When an employee is summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, he/she shall be granted necessary time off without loss of pay when such appearance is part of the employee's job function as an employee or officer of this Board.
  
- C. The employee shall notify management immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.

ARTICLE 13

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 and the Mercer County Board of Social Services.
  
- 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 Board shall be considered closed for the entire normal work day. On a work day when the Board 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 14

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. A claimed violation, misinterpretation, or misapplication of the Agency's rules, regulations, and policies affecting the terms and conditions of employment.
2. Grievant is defined as the Union, individual employee or a group of employees having the same grievance.

C. If a grievance or dispute arises over a matter which is controlled by the New Jersey Department of Personnel, the employee shall proceed through the New Jersey Department of Personnel for a resolution of the matter. If a grievance arises over a matter which is not controlled by the New Jersey Department of Personnel, 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 the 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 the grievant would reasonably be expected to know of its occurrence. Failure to act within the prescribed time shall be deemed to constitute an abandonment of the grievance. The employee shall have the right to present his/her appeal in person or designate a representative authorized by the Union to present said appeal with him/her without loss of pay. Neither the employee nor the Union representative shall suffer any loss of pay.
- 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 ten (10) working days after receipt of the grievance. A copy of the response to the grievance will be given to the grievant and his/her representative.
- 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 the immediate supervisor or department head. The aggrieved will forward a copy of the grievance to his/her immediate supervisor or 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 the complaint with the Director of Welfare within five (5) working days following the determination at Step One. The employee may present his/her appeal in person or designate the Union to present the appeal, and the Union representatives may participate 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 fifteen (15) working days after the receipt of the complaint. A copy of the response to the grievance will be given to the grievant and his/her representative.
- Step 3. Any unresolved grievance may be appealed to arbitration only by the Union. The Union must file the request for arbitration within fifteen (15) working days after the receipt of the decision of the Director or his designee. The Board will not compensate Union witnesses, grievant, Union representatives, and/or officials for loss of time from work in attendance at arbitration hearings, New Jersey Department of Personnel hearings, or hearings before the Public Employment Relations Commission.
- a. 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.

- b. The parties shall select an arbitrator on a case by case basis from the panel of arbitrators maintained by the American Arbitration Association.
- c. 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.
- d. 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.

The decision or award of the arbitrator will be final and binding on the Board, the Union, and employee or employees to the extent permitted by and in accordance with applicable law and this Agreement.

- e. 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.
- f. 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.
- g. 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.
- h. Grievance resolutions or decisions at Step One through Two 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.
- i. The decision of the arbitrator shall be final and binding on both parties.

E. Miscellaneous:

1. The Union will notify the Board in writing of the names of its employees who are designated by the Union to represent employees under this grievance procedure. This list shall be limited to Union officials and Shop Stewards. It is understood that the Union will notify the Board in writing of changes in this list within a reasonable period of time. In Steps One (1) through Two (2), the designated employees shall secure the permission of their immediate supervisor in order to represent the employee in Steps One (1) through Two (2) of the grievance procedure. Such permission shall not be unreasonably withheld.

ARTICLE 15

SALARIES AND COMPENSATION

- I. For the period of this Agreement, employees covered by this Agreement shall be compensated as follows:
  - A. 2005
    - 1. Each position title shall have a salary range as set forth in Appendix I of this Agreement. Effective January 1, 2005 employees shall have their salaries adjusted on-step, on-guide in the appropriate salary range as set forth in Appendix I of this Agreement. (Salary adjustment reflects a 3% salary increase.)
  - B. 2006
    - 1. Each position title shall have a salary range as set forth in Appendix II of this Agreement. Effective January 1, 2006 employees shall have their salaries adjusted on-step, on-guide in the appropriate salary range as set forth in Appendix II of this Agreement. (Salary adjustment reflects a 3.5% salary increase.)
  - C. 2007
    - 1. Each position title shall have a salary range as set forth in Appendix III of this Agreement. Effective January 1, 2007 employees shall have their salaries adjusted on-step, on-guide in the appropriate salary range as set forth in Appendix III of this Agreement. (Salary adjustment reflects a 3.5% salary increase.)
  - D. 2008
    - 1. Each position title shall have a salary range as set forth in Appendix IV of this Agreement. Effective January 1, 2008 employees shall have their salaries adjusted on-step, on-guide in the appropriate salary range as set forth in Appendix IV of this Agreement. (Salary adjustment reflects a 3.5% salary increase.)
  - E. An earned merit increment is the adjustment of an employee's base salary by one step higher in the appropriate salary range for the respective title as set forth in the appropriate Appendix of this Agreement. Employees who are not at the maximum of their appropriate salary range shall be entitled to an earned merit increment within their salary range on their anniversary date. Earned merit increments may occur on the employee's anniversary date provided that:
    - 1. The employee is recommended for payment of an earned merit increment based upon satisfactory performance during their last annual performance review.

2. The employee has been in continuous employment of the Board for at least one year.
- F. Longevity payments shall not be considered in arriving at the on-step, on-guide adjustments. These payments shall be in addition to base salaries.
- G. 1. 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.
2. 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.
- H. Determining Anniversary Dates:
1. 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.
  2. Employees hired from January 3 through April 1 shall have an April 1 anniversary date of the following year.
  3. Employees hired from April 2 through July 1 shall have a July 1 anniversary date of the following year.
  4. Employees hired from July 2 through October 1 shall have an October 1 anniversary date of the following year.
- I. For each year of this Agreement, the employer agrees to pay a uniform maintenance allowance in the sum of \$450 per year to Supervisor of Building Services.
- J. Effective January 1, 2007, the Supervisor of Building Services salary range shall be adjusted from Range 14 to Range 16.

ARTICLE 16

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.

Employees having completed five (5) years of continuous full time service will have added to their gross per annum pay an additional \$300 commencing with the first day of the first full pay period following said anniversary date, and for completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay additional monies as follows.

5 years	\$ 300
10 years	\$ 900
15 years	\$1350
20 years	\$1850
25 years	\$2300
30 years	\$2700
35 years	\$3100
40 years	\$3500
45 years	\$3900

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 Board.

## ARTICLE 17

### HEALTH INSURANCE, INSURANCE, RETIREMENT BENEFITS

- A. The Board agrees to provide coverage for eligible full-time 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.
    - a. 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 \$18,000.
    - b. Supplemental compensation may be rolled over into deferred compensation pursuant to the plan requirements, statutes and regulations.
    - c. 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.

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 \$10 per brand name prescription, \$2 per generic prescription, and \$0 (no co-pay) per mail order prescription, and further subject to specific procedural and administrative rules and regulations which are part of the Program.

Effective as soon as practicable upon signing of this agreement, this plan shall include coverage for birth control drugs prescribed by competent medical authority.

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

- C. 1. The Board shall continue to provide dental insurance for employees covered by this Agreement and the employees' eligible dependents as defined by the New Jersey State Health Benefits Commission.
- 2. The Board shall continue to provide an alternate optional dental plan for employees covered by this agreement and the employees' eligible dependents as defined by the New Jersey State Health Benefits Commission. Dental benefits under the optional plan chosen by the employee shall be subject to the terms of the contract between the Board and the provider of the optional Dental Plan.

D. EYE CARE PLAN:

- 1. Employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bill:
  - a. Fifty-five dollars (\$55) for the cost of regular optical lenses for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for regular optical lenses purchased per calendar year.
  - b. Sixty dollars (\$60) for the cost of bi-focal or tri-focal lenses for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for bi-focal or tri-focal lenses purchased per calendar year.
  - c. Sixty dollars (\$60) for the cost of an eye examination for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for eye examinations per calendar year. The employee's health insurance shall be used as primary coverage for payment of eye examinations. Payment under the Agency's Vision Care Plan will occur for a remaining balance and will not exceed sixty dollars (\$60) total reimbursement under both plans.
- 2. It is expressly understood by the parties that under the eye care benefit, an employee will be considered either as an employee or a dependent of his related employee, but not both; i.e., husband and wife both employees of the agency, the husband and wife and dependents will receive eye care benefits either under the husband's eye care plan or under the wife's eye care plan, but not both.
- 3. 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.

- E. 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.
- F. The employee shall hold the Board harmless in the event the employee does not comply with requirements set forth in the health benefit programs for continued coverage, and because of the employee's non-compliance, he or she loses the benefits.
- G. The Board reserves the right to take appropriate steps against the employee to recover monies owed for health insurance premiums or required co-payments by the employee, which premiums were the employee's responsibility, and which premiums were paid by the Board.
- H. With respect to any or all of the insurance benefits addressed in this Article, the Board reserves the right to change carriers or policies subject to the following conditions:
  - (1) The substituted carrier or policy provides benefits equivalent to the benefits set forth herein, and (2) the Union receives at least forty-five days notice prior to the effective date of the change.
- I. Each full-time employee shall have deductions from his or her salary for all medical, dental and prescription drug insurance as follows:
  - 1. Employees with single coverage shall have \$7.50 per week and/or \$15 per pay deducted.
  - 2. Employees with other than single coverage shall have \$10 per week and/or \$20 per pay deducted.
- J. Effective immediately upon signing of this agreement, any employee who is absent without pay and who is enrolled in medical, dental or prescription drug insurance plans, shall be subject to reimbursing the Agency for the medical insurance co-payments set forth in paragraph I.1 and I.2.

ARTICLE 18

OVERTIME

- A. 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.
- B. The employee may elect to be compensated in compensatory time for overtime hours between 35 and 40 of any work week. Compensatory time will be computed as 1 1/2 hours for each hour of overtime worked. Compensatory time off will be taken at times to be mutually agreeable to the employee and his/her supervisor; however, all compensatory time must be taken by the end of the calendar year in which it is earned. If compensatory time cannot be mutually scheduled by December 15th, it shall be paid in salary.

ARTICLE 19

EDUCATION

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

## ARTICLE 20

### SENIORITY

1. Seniority, which is defined as length of permanent employment in title with the Board, will be given due consideration by the Board with respect to promotions and demotions.
2. In the event two or more persons have the same seniority, the one with more time in service with the Board shall be considered as having greater seniority.
3. Nothing herein shall contravene the statutes and rules and regulations of the New Jersey Department of Personnel.

ARTICLE 21

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, 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 disciplinary action has been filed.
- 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. Copies of documents in an employee's personnel file relating solely to his/her employment with the Board will be reproduced upon request and upon payment in advance by the employee to the Board for said copies as follows:

01-10 copies	\$.50 per page
11-20 copies	\$.25 per page
21 plus	\$.10 per page

Copies reproduced will be given to the employee at the convenience of administration, within a reasonable period of time.

ARTICLE 22

DISCIPLINE

A. DEFINITION:

1. Major Discipline is defined as:

- a. Suspension or fine of more than five days at one time.
- b. Suspension or fine for five working days or less where the aggregate number of days suspended or fined in any one calendar year is 15 working days or more.
- c. The last suspension or fine where an employee receives more than three suspensions or fines of five working days or less in a calendar year.
- d. Disciplinary demotion from a title in which the employee has permanent status or to which the employee has received a regular appointment.
- e. Removal.
- f. Resignation not in good standing.

2. Minor Discipline is defined as:

- a. Suspension of five days or less.
- b. Fine (amount equal to five days pay or less).
- c. Demotion of five days or less.

B. Permanent employees and employees in their working test period shall be given Preliminary Notice of Disciplinary Action (DPF31A) when major discipline is contemplated.

C. Permanent employees and employees in their working test period shall be given notice when minor discipline is contemplated.

D. In cases where minor discipline is contemplated for permanent employees or for employees in their working test period, the Director of Welfare or his designee shall schedule a Departmental hearing.

ARTICLE 23

JOB POSTING

- A. Vacancies will be posted on the bulletin board. The posting will set forth the date and time that it is posted on the bulletin board outside of the Personnel Office, any required qualifications, the location of the vacancies whenever practicable, and the procedures to be followed by employees interested in making application. Application must be made within five (5) working days of posting. A copy of the posting and job specifications will be given to the Union President and Chief Steward.

In addition to the bulletin board outside of Personnel, a like posting will be put up on a designated bulletin board on all other floors in the agency.

- B. A vacancy is a newly created permanent position or an existing permanent position becoming available due to resignation, termination, or promotions recognized in this collective bargaining Agreement.
- C. Vacancies will be filled, subject to New Jersey Department of Personnel regulations, in the progressive three step procedure outlined below.
- a. Employees presently serving in the title in which the vacancy occurs who have requested a transfer into the vacant position.
  - b. Any eligible employee who is fully qualified and applies for the vacant position.
  - c. Any non-employee applicant who is qualified.
- D. The Union President and Chief Steward will receive notice of any interim appointment, as defined by the New Jersey Department of Personnel regulations, prior to any appointment being made to a position within the unit covered by this contract.
- E. Announcements regarding positions being reclassified will be posted on the bulletin board. The process of filling reclassified positions shall be subject to New Jersey Department of Personnel regulations and will not be subject to the three step procedure outlined above in paragraph C. of Article 23.

ARTICLE 24

UNION ACTIVITY

The Board agrees to provide meeting space at its facilities during employee's lunch hour for annual election of Union Officers and for one membership meeting every two months. The aforementioned meetings can only be held with notice being given by the Union President or his/her designee to the Director of Welfare or his designee and with prior approval of the Director of Welfare or his designee.

ARTICLE 25

UNION LEAVE

- A. The Board agrees to grant officially elected delegates of the Union time off with pay for the purpose of conducting union business:
1. Time off shall not exceed fifteen (15) days per contract year for the Union. A maximum of three (3) days may be carried over into the next calendar year.
  2. Not more than three (3) such union delegates shall be permitted to attend such convention or conference at any one time.
  3. Written request with documentation by an authorized Council official shall be submitted specifying the amount of time off is to be received by the Board at least five (5) days in advance of each time off. Under certain circumstances, the five (5) day period may be waived by the Board.

ARTICLE 26

MILEAGE

The Board agrees to provide a mileage reimbursement allowance of 25 cents per mile to all employees covered by this Agreement who are required to use their own private vehicles in connection with the performance of their duties as employees of the Board.

## ARTICLE 27

### UNION MANAGEMENT RELATIONS

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 employee and/or management items.
2. The Labor-Management Committee shall consist of six (6) members. The Union shall designate two (2) members, the Supervisors' Union 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.
3. No recommendation of the Labor-Management Committee shall be binding on the Board and/or the Director nor shall such recommendations be used as evidence in any grievance or dispute arising under this Agreement.

ARTICLE 28

TRANSFER OF PROGRAMS

Should the Federal, State or County Government enact legislation to assume the supervision and administration of any of the Board's programs, by whatever name such programs are known, specific provisions should be made to protect and guarantee that the New Jersey Department of Personnel and Retirement Rights of the Mercer County Board of Social Services personnel transferred to employment under the Federal, State or County Government Program be continued.

ARTICLE 29

PRINTING OF AGREEMENT

All employees covered by this Agreement will be provided one (1) copy of this Agreement. The method of reproduction will be at the discretion of the Board.

ARTICLE 30

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 Personnel, 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 31

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.

ARTICLE 32

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 33

BULLETIN BOARDS - USE BY UNION

The Board shall purchase and install three (3) glass enclosed bulletin boards for the exclusive use of the Union. The costs shall be shared equally by the Board and the Union. One (1) board shall be installed on each floor of the agency work area. The boards shall be the only location used by the Union to place official notices, bulletins, etc.

Upon request, which request will not unreasonably be refused, the Board shall permit officially elected delegates of the Union to have the use of a room, designated by the Board, for use during the delegates' non-working time (but within the Board's regular business hours), for the purpose of administering Union affairs.

ARTICLE 34

NO STRIKE CLAUSE

It is agreed that during the term 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, or willful interference with production, transportation or distribution and that there shall be no lock-out of employees by the employer.

In the event that any 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 35

UNSCHEDULED ABSENCES

If for any reason an employee is unable to report for duty, he/she must notify his/her supervisor as soon as possible and within fifteen (15) minutes after the scheduled starting time. Irregular or poor attendance may be cause for disciplinary action. An employee absent from work without notification for five (5) consecutive working days will be considered to have resigned from his/her position. Such resignation is considered to be not in good standing.

## ARTICLE 36

### PART-TIME EMPLOYEES

Unless expressly addressed in this article, the provisions of the agreement apply.

#### A. Definition

1. "Part-time employee" means an employee whose regular hours of duty are not less than 15 hours or more than 30 hours per week.

#### B. Holidays

1. Holidays occurring on a regularly scheduled work day will be paid at the employee's normally scheduled per diem rate for that day.
2. Those part-time employees who, upon written directions of the Director, work on a holiday, shall be paid at their straight time rate for such hours worked on a holiday.

#### C. Overtime

1. It is agreed that no part-time employee normally will be authorized to work more than 30 hours per week. Therefore, overtime should not apply to part-time employees.

#### D. Personal and Bereavement

1. Part-time employees shall not be eligible for personal or bereavement leave.

#### E. Full-time Employment

1. Part-time employees will be given priority and consideration for available full-time employment subject to applicable contractual and Department of Personnel requirements, and subject to his/her performance evaluation, and any other factor bearing on the employee's qualification for full-time employment.

#### F. The following items will be prorated according to hours worked:

1. Part-time employees are eligible for sick and vacation leave. The amount earned is proportional to the allowance of a full-time employee. It is determined by the number of standard hours worked in each pay period.
2. For the time served on jury duty, pay will be given according to the basic rate of pay usually received for a standard work period

3. Part-time employees shall have their salaries prorated proportional to the rate of pay of a full time employee. It is determined by the number of standard hours worked in each pay period.
- G. Part-time employees are not eligible for any health insurance benefits.
  - H. Union dues and representation fee deductions will be based on the union part-time fee schedule.
  - I. Seniority will be earned in accordance with Department of Personnel regulations.
  - J. Pension credits will be earned in accordance with existing law.

ARTICLE 37

DURATION

- A. This Agreement shall be effective January 1, 2005 and shall remain in full force and effect until December 31, 2008.
- B. Negotiations on the successor contract shall commence on or about August 31, 2008 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. This Agree shall remain in full force and be effective during the period of negotiations.

## APPENDIX I

APPENDIX II

APPENDIX III

APPENDIX IV

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

MERCER COUNTY BOARD  
OF SOCIAL SERVICES

BY \_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Director of Welfare

LOCAL 3390, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

BY \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_