

Q-0115

11-00

AGREEMENT

Between:

MERCER COUNTY (NEW JERSEY) WELFARE BOARD

and

SUPERVISOR'S CHAPTER

MERCER COUNCIL #4

NEW JERSEY CIVIL SERVICE ASSOCIATION

JANUARY 1, 1973 THROUGH DECEMBER 31, 1973

PREAMBLE

November 9, 1973

This Agreement, dated/and effective the 1st day of January , 1973, is entered into by and between the Mercer County Welfare Board (hereinafter referred to as the "WELFARE BOARD") and Supervisor's Chapter, Mercer Council #4, New Jersey Civil Service Association (hereinafter referred to as the "ASSOCIATION").

ARTICLE I

RECOGNITION

In accordance with a resolution passed by the Mercer County Welfare Board on November 22, 1971, the Mercer County Welfare Board recognizes the Mercer Council #4 of the New Jersey Civil Service Association as the exclusive collective negotiations agent for the supervisory employees, except Director, Deputy Director, Chief Clerk, Administrative Supervisor, and Senior Accountant.

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III
HOURS OF WORK

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

ARTICLE IV
GRIEVANCE PROCEDURE

11/30/23
Approved [Signature]

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration.

B. Definition

The term "grievance" as used herein means a complaint by an employee that, as to him (or her), there has been an iniquitable, improper or unjust application, interpretation, or violation of this Agreement, working conditions, or the work rules presently under negotiation and soon to be promulgated.

C. Presentation of a Grievance

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

D. Steps of the Grievance Procedure

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

Step 1

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

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

b. The Supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

c. Association representative may participate at the request of the employee.

Step 2

a. In the event satisfactory settlement has not been reached, the aggrieved shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination of Step 1.

b. The Director of Welfare, or his designee, shall render his decision within five (5) working days after the receipt of the complaint.

c. The Local Association representative, State Association representative, or both may participate at the request of the employee.

Step 3

Should the aggrieved disagree with the decision of the Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event, the aggrieved files his statement with the Board at least five (5) working days prior to a Board meeting, the Board shall review the decision of the Director together with the disputed areas submitted by the aggrieved. The aggrieved and/or the Association representative may request an appearance before the Board. The Board shall render

its decision within ten (10) working days after the Board meeting at which the matter has been reviewed. If necessary a special Board meeting will be held to hear the appeal prior to the next regularly scheduled Board meeting. All members of the Welfare Board are members of a committee to hear appeals. However, a decision can be made by a minimum of three (3) Board members, which shall be the decision of the Welfare Board.

Step 4

- a. Should the aggrieved be dissatisfied with the Board's decision, such person has ten (10) working days in which to request fact finding. The fact finder shall be designated by the Governor from the Institute of Management and Labor Relations of Rutgers University. However, no fact finding hearing shall be scheduled sooner than thirty (30) days after the final decision of the Board.
- b. The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.
- c. The costs for the services of the fact finder shall be borne equally by the Board and the Association. Any other expenses incurred with the fact finding shall be paid by the party incurring same.

d. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally. In the event the employ elects to pursue Civil Service Procedures there shall be no resort to fact finding.

MISCELLANEOUS:

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

ARTICLE V

HOLIDAYS

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

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

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

When the work schedule is such that an employee is required to work

on a holiday, the employee will be granted a substitute day off with pay as soon thereafter as is convenient to employee and Welfare Board.

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

ARTICLE VI

VACATIONS

A. Permanent employees shall be granted vacation leave as follows: Employees of the Mercer County Welfare Board are entitled to vacation days on the following basis:

1. One working day's vacation for each month of service during the remainder of the calendar year following the date of regular appointment.
2. Twelve working days vacation thereafter for every year and up to five (5) years of service.
3. Fifteen working days vacation after the completion of five (5) years of service and up to ten (10) years.
4. Eighteen working days vacation after the completion of ten (10) years service and up to fifteen (15) years.
5. Twenty working days vacation after completion of fifteen (15) years of service.

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

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

B. The present policy will be continued of granting vacation time by seniority in grade in each working unit with requests to be submitted in writing within a given time limitation.

C. Provisional employees shall be granted one (1) working day vacation leave for each full month of service or major fraction thereof during provisional employment. No vacation leave in excess of the amount actually earned will be approved in anticipation of continued employment.

ARTICLE VII

LEAVE OF ABSENCE WITHOUT PAY

A. Leave of absence without pay may be granted, at the discretion of the Welfare Board to permanent employees for any reason considered good by the Welfare Board, for a period not to exceed six (6) months at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leave of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission Regulations.

B. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Welfare

Board. No leave of absence without pay shall become effective without prior approval of the Welfare Board and/or the Welfare Director.

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

ARTICLE VIII

SICK LEAVE

A. The current sick leave policy shall be continued during the life of this Agreement as follows:

1. During the remainder of the calendar year in which an employee first acquires permanent status, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof.
2. Permanent employees starting with the second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year

and may be used on the basis and in accordance with established Welfare Board Policy.

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

C. In all cases of illness, whether of short or long duration, the employee is required to notify his superior of the reason for absence at 9:00 a. m. or as soon as possible thereafter on the first day of absence from the office. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted when an employee is absent five (5) or more consecutive sick leave days.

3. Provisional employees becoming permanent during the year will continue to accumulate sick leave for each full month of service or major fraction thereof for the remainder of the year and will thereafter be granted fifteen (15) days annual sick leave thereafter as set forth for permanent employees.

4. All sick leaves are subject to Administrative and/or Board approval, and, where appropriate, to approval by the Division of Public Welfare and the Department of Civil Service.

ARTICLE IX

MATERNITY LEAVE

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

B. All maternity leaves are subject to approval by the Welfare Board, the Department of Public Welfare of the Department of Institutions and Agencies and the Department of Civil Service. Such leave, if granted, must be renewed every three months and supported by a written request and physician's certificate up to a maximum of one (1) year.

C. During this leave an employee is entitled up to three (3) months of paid leave providing she has accrued this time.

ARTICLE X

HEALTH INSURANCE COVERAGE

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

ARTICLE XI

INSURANCE AND RETIREMENT BENEFITS

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

ARTICLE XII

SALARIES AND COMPENSATION

The salaries and stipulations contained in the Article are based on the standard five (5) day, thirty-five (35) hour work week. The salaries and compensation in this Article are subject to the Federal Wage Board.

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

- A. Each position title shall have a salary range with a minimum and maximum.
- B. In addition to a minimum range, each salary range will consist of seven steps.
- C. During the term of this Agreement, the following salary plan, which is based on 1972 N. J. State Salary Range Schedule "B" will be effective and adjustments in the salaries of the employees in this Agreement shall be as follows:

All Supervisory employees shall be entitled to a earned merit increment on their anniversary date as

listed in Appendix I. The present quarterly anniversary system shall remain in effect, where the date of original employment or the date of last promotion, whichever is later, shall be used to determine the anniversary date, as follows:

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

Employees newly employed and newly promoted during the calendar year 1973 and thereafter shall be assigned anniversary dates in the same manner as above.

The salary agreement outlined herein shall extend over the life of this agreement effective January 1, 1973 through December 1, 1973.

ARTICLE XIII

TRANSFER OF THE WELFARE PROGRAM

Should the Federal or State Government enact Legislation to assume the Supervision and Administration of the Welfare Program,

specific provision should be made to protect and guarantee that the Civil Service and Retirement Rights Mercer County Welfare Board Personnel transferred to employment under the Federal or State Government Welfare Program be continued.

ARTICLE XIV

PERSONAL DAYS

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

A. Up to two (2) days leave of absence with pay for time lost from work due to a death of any of the following members of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, or other relatives residing in the employee's household.

B. Three (3) days leave with pay for personal business subject to the following:

1. Request for leave shall be made in writing at least 48 hours in advance and approved in advance of the requested date or dates from the employee's immediate supervisor and Director.

2. Leaves must be used within the calendar year and shall not be cumulative from year to year.

3. Effective date: January 1, 1973.

ARTICLE XV

SENIORITY

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

ARTICLE XVI

LONGEVITY

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

Every full time employee, provisional or permanent, classified or unclassified, of the Mercer County Welfare Board shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes only. Longevity payments are not to be used in determining an employee's pay range or step on an on-guide system.

Employees having completed ten (10) years of continuous service as of January 1, 1969, or thereafter, will have added to their gross per annum pay an additional \$200.00, commencing with the first day of the first full pay period following said anniversary date, and for the completion of each additional five years of continuous service calculated

in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$100.00.

ARTICLE XVII

EDUCATION

Current educational program: Under Federal and State stipend plan, is for leave to be granted to attend a Graduate School of Social Work on the basis that employee would return to the Agency and continue employment and be an asset due to graduate training in carrying out Agency's Program. This education leave plan is in accordance with Ruling Eleven, personal regulations of State Division of Public Welfare.

ARTICLE XVIII

NON-DISCRIMINATION CLAUSE

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

ARTICLE XIX

BULLETIN BOARD USE BY ASSOCIATION

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

ARTICLE XX

FULLY-BARGAINED PROVISION

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

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

DURATION OF AGREEMENT

- A. This agreement shall be effective from January 1, 1973 and shall remain in full force and effect until December 31, 1973.
- B. Negotiations on a successor contract shall commence on or about October 1, 1973, the exact date to be established by mutual consent of both parties. This Agreement is subject to the review and written approval as to form and content by the State of New Jersey Department of Institution and Agencies, Division of Public Welfare.

1/20/73
Approved [Signature]

APPENDIX I

Supervisor of Casework

<u>Min.</u> <u>Rate</u>	<u>1st</u> <u>Step</u>	<u>2nd</u> <u>Step</u>	<u>3rd</u> <u>Step</u>	<u>4th</u> <u>Step</u>	<u>5th</u> <u>Step</u>	<u>6th</u> <u>Step</u>	<u>7th</u> <u>Step</u>
9971	10470	10969	11468	11967	12466	12965	13464

Head Clerk

<u>7812</u>	8203	8594	8985	9376	9767	10158	10549
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IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 9th day of November, 1973.

MERCER COUNTY WELFARE BOARD

BY *Mary Perone*
Mary Perone, Chairman
Vice Chairman

ATTEST:

Geraldine Tucker
Geraldine Tucker, Secretary-Treasurer

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

BY *James D'Arcy*
James D'Arcy, President

ATTEST:

Doris Close
Doris Close, Secretary

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

G. Thomas Riti
G. Thomas Riti, Acting Director

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