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# AGREEMENT

BETWEEN:

Mercer County Welfare Board

— AND —

Mercer County Supervisors Chapter,

Council No. 4

New Jersey Civil Service Association

•

July 1, 1975 through June 30, 1977



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## **PREAMBLE**

This Agreement, dated and effective the first day of July, 1975, is entered into by and between the Mercer County Welfare Board (hereinafter referred to as the "Welfare Board") and Mercer County Supervisors Chapter of Mercer Council Number 4 New Jersey Civil Service Association (hereinafter referred to as the Association).

### **Article I**

#### **RECOGNITION**

The Mercer County Welfare Board recognizes the Mercer Council No. 4 of the N. J. C. S. A. as the exclusive representative for all of the following supervisory employees:

- Supervising Clerk
- Homemaker Service Supervisor
- Income Maintenance Supervisor
- Senior Accountant
- Senior Investigator
- Social Work Supervisor
- Supervisor Property and Resources

In the event that either party to this contract deems it necessary to question the propriety of any of the aforementioned titles as regards its inclusion in the Association bargaining unit, then either party may re-open negotiations on said point upon written notice by one party to the other.

### **Article II**

#### **MANAGEMENT RIGHTS**

All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board



except those, and only to the extent that they are specifically modified by this Agreement, and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Public Welfare, or the State Division of Youth and Family Services.

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 as follows: wages, hours of employment, lunch breaks, coffee breaks and overtime. In addition, the majority representative and designated representatives of the Mercer County Welfare Board shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment.

### Article III

#### **NONDISCRIMINATION CLAUSE**

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

### Article IV

#### **DUES CHECK OFF**

In accordance with Title 52:14-15 9e of the New Jersey Statutes Annotated; the Board agrees to deduct the Association monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association together with a list of the names of all em-

ployees for whom the deductions were made by the 10th day of the succeeding month after deductions are made. The revocation of this authorization should be in Accordance with the applicable statutes as presently existing or as may be amended.

## Article V

### **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., daily.

## Article VI

### **HOLIDAYS**

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

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

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

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

## Article VII

### VACATIONS

A. Permanent full-time 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 (1) working day's vacation for each month of service during the remainder of the calendar year following the date of regular appointment.
2. Twelve (12) working days vacation thereafter for every year and up to five years of service.
3. Fifteen (15) working days vacation 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, 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.
7. New employees appointed after July 1, 1974 shall receive vacation leave in accordance with revised Ruling Eleven which will be in effect as of the date of this Agreement.

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

B. The present policy will be continued of granting vacation time by seniority in each working unit with request to be submitted in writing to be agreed upon by

the employee and the employer within three working days after the request has been submitted. However, when requesting three days or less the request must be given to the immediate supervisor by 1:00 P.M. of the working day preceding the vacation time requested.

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

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

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

F. Temporary full-time employees are entitled to one (1) working day's vacation for each month of service as earned.

## Article VIII

### PERSONAL AND BEREAVEMENT DAYS

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

Request for leave shall be made in writing at least 24 hours in advance of the requested date or dates from the employee's immediate supervisor and Director. All leaves must be approved in advance. Leaves shall be non-cumulative and must be used within the calendar year.

B. Employees with one year continuous service shall be entitled to up to a total of three days paid leave per calendar year for bereavement for time lost from work due

to the death of any of the following members of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, father-in-law, mother-in-law, or other relatives residing in the employee's household. Bereavement leave shall be noncumulative and may be used only within the calendar year.

## Article IX

### SICK LEAVE

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

During the remainder of the calendar year in which a full-time 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. Permanent full-time employees beginning with their second year of permanency shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. This leave is credited in advance at the beginning of the year.

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

C. In all cases of illness, whether of short or long duration the employee is required to notify his superior of the reason for absence at 8:30 A.M., or as soon as possible thereafter of 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. A physician's certificate must be submitted when an employee is absent five or more consecutive sick leave days.

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

E. All sick leaves are subject to Administrative and/or Board approval.

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

G. Full time temporary employees shall be entitled to one (1) sick day per month as earned.

## Article X

### **LEAVE OF ABSENCE WITHOUT PAY**

A. Leaves of Absence without pay may be granted at the discretion of the Welfare Board to permanent employees for any reason considered good by the Welfare Board, for a period not to exceed six months at any one time, subject to the approval by the Department of Civil Service and the Division of Public Welfare. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six 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. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Welfare Board. No leave of absence without pay shall become effective without

prior approval of the Welfare Board and/or the Welfare Director.

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

D. In leaves of absence for sick leave the employee is to submit a signed statement from his or her treating physician setting forth the reason for the leave and period of time employee will be unable to work because of the illness.

## Article XI

### MATERNITY LEAVE

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

C. During this leave an employee is entitled up to four months of paid leave providing she has accrued this time, but not to exceed one month beyond termination of pregnancy. In the event that there is insufficient accrued leave time, in that event the leave of absence will be without pay.

## Article XII

### LEAVE OF ABSENCE DUE TO INJURY

All employees covered by this Agreement who are disabled because of a job-related injury or illness may be granted a leave of absence with pay by the Mercer County Welfare 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.

In the event the aforementioned leave expires and the medical proof indicates the employee is still unable to work, the employee may use his/her sick or vacation time thereafter.

In the event the employee receives the aforementioned leave with pay, he/she shall tender to Mercer County Welfare Board the drafts for temporary disability which he or she received from the Workman's Compensation Carrier. Said draft shall be endorsed by the employee and payable solely to Mercer County Welfare Board and shall be tendered to the Personnel Officer of the Welfare Board.

## Article XIII

### JURY DUTY AND WITNESS LEAVE

A. An employee shall be granted necessary time off without loss of pay when he is summoned and performs jury duty as prescribed by applicable law.

B. When an employee is summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body in matter related to his capacity as an employee or officer of this Agency, he shall be granted necessary time off without loss of pay.



C. The employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

#### Article XIV

### EMERGENCY LEAVE

A. An employee shall be granted necessary time off without loss of pay when required to perform emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor of the State of New Jersey or the President of the United States up to a period of one month.

B. The employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

#### Article XV

### MILITARY LEAVE

A. A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence without pay for the period of such service and three months thereafter.

1. In case of service connected illness or wound which prevents him from returning to his employment, such leave shall be extended until three months after recovery, but not beyond the expiration of two years after the date of discharge.
2. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the

armed forces or who accepts a regular commission shall be considered as having abandoned his employment and resigned.

B. A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (reserve enlistment program) shall be granted leave of absence without pay for such period of training. Such leave is not considered military leave.

C. A permanent employee who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States who's required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for a period not to exceed two weeks in any one calendar year. Such leave shall be in addition to regular vacation leave.

D. A full-time provisional employee who is a member of the National Guard or Naval Militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for a period not to exceed two weeks in any one calendar year.

E. The provisions of this Article are subject to approval by the Department of Civil Service and the Division of Public Welfare.

## Article XVI

### GRIEVANCE PROCEDURE

#### A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems

which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration.

**B. Definition:**

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

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

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

**C. Presentation of a Grievance:**

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

In Step 2, the grievant shall have the right to be represented by one Local Association Representative and the Local Association Chairman or his designee without loss of pay to any of these individuals.

In Step 3, the grievant shall have the right to be represented by one Local Association Representative and the Local Chairman or his designee and a New Jersey Civil Service Association Representative, again without loss of pay.

**D. Steps of the Grievance Procedure:**

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

- Step 1. a. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his or her immediate superior within ten (10) working days of the occurrence complained of or within ten (10) working days after he or she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be means to constitute abandonment of the grievance.
- b. The immediate superior shall render a decision in writing within three (3) working days after receipt of the grievance. In an emergency, this three (3) day period may be waived if both agree in writing. An immediate response may be requested.
- c. In the event that the grievance does not pertain to the immediate superior, this step may be omitted at the discretion of the grievant and his or her immediate superior. The aggrieved will forward a copy of the grievance to his immediate superior in all situations.
- d. Local Association Representative may participate at the request of the employee.
- Step 2. In the event satisfactory settlement has not been reached, the aggrieved shall in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination of Step 1. The Director of Welfare or his designee shall meet with the aggrieved and shall ren-

der his decision within five (5) working days after the receipt of the complaint. Local Association Steward, Local Association Chairman or his designee may participate at request of the employee.

Step 3. Should the aggrieved disagree with the decision of the Director, the aggrieved may within five (5) working days submit a request to appear before the Board. In the event the aggrieved files his or her statement with the Board at least five (5) working days prior to a Board meeting, the Board shall review the decision of the Director at that meeting. The aggrieved may be represented by the Local Association Chairman or his designee and a Council No. 4 representative. The Board will render its decision setting forth the reason or reasons for 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 may 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 a member of the staff of the Institute of Management and Labor Relations of Rutgers University as agreed. However, no fact finding hearing

shall be scheduled sooner than thirty (30) days after the final decision by the Board.

- b. The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons, and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and his opinion shall be advisory in nature only.
- c. The costs for the services of the fact finder shall be borne equally by the Board and the Association. Any other expenses incurred in connection with the fact finding shall be paid by the party incurring same.
- d. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally. In the event the employee elects to pursue Civil Service procedures there shall be no resort to fact finding.

#### **MISCELLANEOUS:**

1. Association representation does not preclude representation by an Attorney.
2. A minority organization shall not present or process a grievance.
3. Should the grievant elect to present his or her own grievance without Association representation he or she should so indicate on the grievance form in the procedural Step 1.
4. Time limits under the Article may be changed by mutual agreement only.
5. Employees shall have an opportunity to be represented by an Association Official when such employee is advised of charges being brought against him or her.

## Article XVII

### SALARIES AND COMPENSATION

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

Each position shall have a salary range with a minimum and a maximum.

1. All employees covered by this Agreement shall receive effective July 1, 1975 through December 31, 1975 a salary differential equivalent to 7% of the base of their salary range established for July 1, 1974.

2. All employees covered by this Agreement, excluding the senior accountant and supervising clerks, shall be placed effective January 1, 1976 on step on guide in the appropriate range of the January 1, 1976 State Salary Schedule.

3. All employees covered by this Agreement, excluding the senior accountant and supervising clerks, shall receive effective January 1, 1976 a salary differential equivalent to 7% of the base of their salary range established for January 1, 1976, which shall terminate on June 30, 1977.

4. The senior accountant and all supervising clerks covered by this Agreement shall receive effective January 1, 1976 differential of 10% of the base of their salary range established for July 1, 1974, which shall terminate on June 30, 1977.

5. All employees covered by this Agreement hired or promoted during the life of this Agreement shall receive the salary differential pro-rated based on the appropriate period of either July 1, 1975 through December 31, 1975 or January 1, 1976 through June 30, 1977.

6. All employees covered by this Agreement shall be entitled to an earned merit increment within their salary range on their anniversary date provided they

have been in the continuous employment of Mercer MOUNTY Welfare Board for at least one year.

7. All employees covered by this Agreement promoted or reclassified to another title which carries a higher salary range shall have their salary adjusted to at least the minimum of the new range or to the next higher step in the new range above their old rate, whichever is higher, providing that the resulting change in rate provides an increase of at least one step of the salary range assigned to the title from which they previously had before being promoted or reclassified.

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 following provisions:

**A. Anniversary Dates**

1. Employees hired or last promoted between October 2 and January 2 shall have a January 1 anniversary date.

2. Employees hired or last promoted between January 3 and April 1 shall have an April 1 anniversary date.

3. Employees hired or last promoted between April 2 and July 1 shall have a July 1 anniversary date.

4. Employees hired or last promoted between July 2 and October 1 shall have an October 1 anniversary date.

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.

**Article XVIII**

**LONGEVITY**

Every full time employee, provisional or permanent,



classified or unclassified, of the Mercer County Welfare Board shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered with the salary for pension purposes.

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

Effective January 1, 1976, the following Longevity Plan will be effective. Employees having completed five years of continuous service as of January 1, 1976, or thereafter will have added to their gross per annum pay an additional \$200.00 commencing with the first day of the first full pay period following said anniversary date, and for completion of each additional five years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay an additional \$200.00.

## Article XIX

### OVERTIME

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

## Article XX

### HEALTH INSURANCE, INSURANCE, AND RETIREMENT BENEFITS

A. The Board agrees to pay for the full cost and provide coverage for eligible employees and their immediate families in accordance with the existing New Jersey State Health Benefits Program. The Welfare Board agrees to provide Retirement Benefits in accordance with the existing New Jersey Employees Retirement Act. (Refer to Appendix II).

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 ( $\frac{1}{2}$ ) of the eligible employees 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 payment shall exceed \$12,000.

B. Subject to the guidelines of the State Health Benefits Commission established pursuant to the provisions of Chapter 12, P. L. 75, the Mercer County Welfare Board shall establish a Prescription Drug Benefit Program effective as of the first of the following month after State approval of the Agreement.

The Program shall be funded and administered by the Welfare Board. It shall provide benefits to all eligible unit employees and their eligible dependents

through the Hospital Service Plan of N. J. Prescription Program.

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

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

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

## Article XXI

### **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 an employee would return to the Agency and continue employment and be an asset due to graduate training and carrying out the Agency's Program. This education leave plan is in accordance with Ruling Eleven, Personnel Regulations of the State Division of Public Welfare.

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

## Article XXII

### **SENIORITY**

1. Seniority, which is defined as continuous permanent employment in grade with the Mercer County Wel-

fare Board, will be given due consideration by the Board with respect to promotions and demotions, in accordance with Civil Service Regulations.

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

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

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

## Article XXIII

### **TRANSFER AND REASSIGNMENT**

A. Transfer is the movement of an employee from one comparable job assignment to another within his job classification in another organizational unit or department.

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

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

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

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

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

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

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

I. The provisions of this Article are subject to the approval of the Dept. of Civil Service and the Division of Public Welfare.

## Article XXIV

### PERSONNEL FILES AND EVALUATIONS

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

1. Each employee shall be notified of his or her performance and shall have opportunity to review such evaluation with his or her supervisor. Evaluations are grievable.

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.

C. All documents other than previous employment inquiries entered in employee's file after April 27, 1973

shall be numbered sequentially and upon examination of said documents; each document may be initialed by the employee.

D. The signature of the employee affixed to any document does not indicate in any way that the employee agrees with the content of the document or the file. Employee's signature is affixed to show only that the file has been reviewed in accordance with this Agreement. The employee shall have the right to respond in writing to any document in his file. Such response shall become part of the personnel file unless as a result of the response, the questioned document is removed and destroyed. The employees reserve the right to grieve any material in this file from the date of employment of said employee.

E. Any document relating to any employees employment other than previous employment inquiries shall be placed in the employee's personnel file.

F. Copies of all documents relating to the Association which are placed in the personnel file shall be given to the employee.

## Article XXV

### **JOB POSTING**

1. Existing or planned job vacancies will be posted on the bulletin board. The posting will include a description of the job, any required qualifications, the locations of the vacancies and the procedures to be followed by employees interested in making application and said application must be made within five (5) working days of posting. A copy of the posting will be given to the Association President.

2. Vacancies will be filled subject to Civil Service Regulations in the progressive three step procedure out-

lined 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 Association prior to implementation of another procedure.

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

## Article XXVI

### **BULLETIN BOARD USE**

A section of each bulletin board for Association information is to be provided by the Mercer County Welfare Board. The Association will be responsible for material placed on its section of the bulletin board. Such materials will be signed by the Local Association President prior to posting.

## Article XXVII

### **ACCESS TO PREMISES**

Civil Service Association, Council No. 4 Executive or his designee shall be admitted to the premises of the Welfare Board on Association business upon notification to the Director of Welfare or his designee.

## Article XXVIII

### **CONVENTIONS AND CONFERENCES**

The Board agrees to grant officially elected delegates of the Mercer County Welfare Board Supervisors

Association time off with pay for the purpose of attending Association Conventions and Conferences provided that:

1. Total time off does not exceed and aggregate of twelve (12) working days in any one calendar year.
2. Not more than two (2) such Association delegates shall be allowed to attend at any one time.
3. Written request specifying the individuals and the amount of time off is to be received by the Board at least five (5) days in advance of time off.
4. Normal Association business shall not be conducted on Agency time.

## Article XXIX

### ASSOCIATION 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 Association.

B. The Board and the Association, 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. The Association may designate two (2) members, AFSCME Local 2285 shall designate two (2) members, and the Wel-



fare 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 XXX

#### **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 Mercer County Welfare Board personnel transferred to employment under the Federal, State, or County Government Welfare Program be continued.

### Article XXXI

#### **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 in-operative but all other provisions shall not be affected thereby and shall continue in full force and effect.

### Article XXXII

#### **GENERAL PROVISIONS**

In the event legislation is enacted providing improvement which would uniformly affect employees of this State, this Agreement will not be used to deter or

preclude its application to employees covered by this Agreement.

### Article XXXIII

#### **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 XXXIV

#### **PRINTING OF AGREEMENT**

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

### Article XXXV

#### **AGENCY SHOP**

It is understood and agreed in the event that the Legislature of the State of New Jersey passes legislation specifically designed to authorize the "Agency Shop" concept for public employees in the State of New Jersey, or the Supreme Court of New Jersey determines this concept to be legal, the Welfare Board will, upon thirty (30) days' written notice given to it by the Association meet with the Association and re-open the Agreement for the purpose of negotiating on the subject of the inclusion of an Agency Shop provision in the contract.

Article XXXVI

**DURATION OF AGREEMENT**

A. This Agreement shall be effective from July 1, 1975 and shall remain in full force and effect until June 30, 1977.

B. Negotiations on the successor contract shall commence on or about March 31, 1977 upon written notice by one party to the other at least sixty (60) days prior to the expiration of this Agreement of the desire to change, modify, or terminate the Agreement.

Appendix I

**1975 SALARY RANGES**

Supervising Clerk	\$ 8,737-11,796
Senior Accountant	11,710-15,812
Homemaker Service Supervisor	11,152-15,058
Income Maintenance Supervisor	
Senior Investigator	
Social Work Supervisor	
Supervisor of Property and Resources	

**1976 SALARY RANGES**

Supervising Clerk	\$ 8,737-11,796
Senior Accountant	11,710-15,812
Homemaker Service Supervisor	
Income Maintenance Supervisor	
Senior Investigator	
Social Work Supervisor	
Supervisor of Property and Resources	

## Appendix II

### RETIREMENT BENEFITS

Members of the negotiating unit shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations.

Should there be changes made in this plan during the term of this Agreement, all such changes appropriate to members of this negotiating unit shall be made and effected.

An employee enrolled in the Public Employees Retirement System (PERS) shall, in addition to all other provisions and terms of that system and without other modifications of such terms, have the right to early retirement at age 55 or thereafter, provided he has 25 years of accredited service without reduction of the benefit for years prior to age 60, subject to the limitations in the Statute for the proper administration of the system.

The Public Employees Retirement System provides for insurance and other benefits to eligible employees which are not set forth in detail in this Article.

The terms, conditions and benefits provided by the System are fully set forth in the statute establishing the System.

The following is intended to present certain facets of the benefits and related provisions of the System in a general manner and is not to vary the provisions of the Agreement or the System:

### CLASSES OF MEMBERSHIP

There are two classes of membership:

1. Class A which applies to some members enrolled prior to 1953; and
2. Class B which applies automatically to all members enrolled since 1953.

## **RETIREMENT BENEFITS**

Retirement benefits are based on the regular Service Retirement provisions, and are available to a member when he is 60 years old or any time thereafter. Retirement is mandatory at age 70.

### **SERVICE RETIREMENT**

The regular service retirement benefits available to a member after age 60 (no minimum years of service required) are as follows:

Class A: Years of Service X Final Average Salary  
70

Class B: Years of Service X Final Average Salary  
60

The "Years of Service" referred to are the member's years of credited service in the Retirement System.

The "Final Average Salary" is the average of the salary for the last 3 years or the highest 3 fiscal years of New Jersey membership service, whichever provides the greater benefit. Salary is the base salary on which contributions have been made to the System.

There are two provisions for Early Retirement, Deferred Retirement and Disability Retirement.

**EARLY RETIREMENT** as stated above is available to a member of any age prior to age 60 if the member has 25 or more years of credited service, and such member will receive a full retirement allowance without reduction if the member is between the ages of 55 and 60. Under age 55, the retirement allowance will be reduced by  $\frac{1}{4}\%$  for each month a member is under age 55. As an example, a member retiring at age 50 with 25 or more years of service would get 85% of his full retirement allowance.

**DEFERRED RETIREMENT** — In order to be eligible for deferred retirement a member must have credit

for fifteen or more years of service before making application for deferred retirement. A member may discontinue service and leave his contributions in the System; however, an application for deferred retirement with the System must be filed within two years of terminating service. At age 60 the member will receive a full retirement allowance based on years of credited service. At any time prior to age 60 a member may cancel his deferred retirement and withdraw his contributions, or an eligible member may elect early retirement benefits. If a member on deferred retirement dies before reaching age 60, his accumulated contributions are paid to his beneficiary or estate, but there is no insurance benefit payable.

**DISABILITY RETIREMENT — To be eligible for ordinary Disability Retirement:**

- a. a member must be under age 60 and have 10 years or more of credit for New Jersey Service;
- b. must be considered totally and permanently incapacitated;
- c. must be examined by a doctor selected by the System;
- d. application can be made by either the employer or the member.

A member who qualifies for ordinary disability retirement will be entitled to receive an allowance equal to  $1\frac{1}{2}\%$  of final average salary for each year of service credit. The allowance shall not be less than 40% of final average salary, except that in no case can the allowance exceed 90% of the regular service retirement allowance which the member would have received had he remained in service from the date of retirement to age 60.

If a member, regardless of years of service, becomes totally and permanently incapacitated before attaining

age 65, as a direct result of an accident occurring during and as a result of the performance of his regular duties, he may qualify for an accidental disability retirement, and would be eligible to receive an allowance equal to two-thirds of the salary he was receiving on the date of the accident. The retirement application must be filed within 5 years following the date of the accident.

Medical evidence and examination by physicians designated by the System and other data will be required in support of the claim for ordinary or accidental disability retirement.

## **OPTIONS**

There are various options available which might better suit the needs of a member at retirement. However, a member's monthly retirement allowance will be reduced actuarially to compensate for the additional benefits provided under the option selected.

**OPTION 1** — If the retirant dies before he has collected in the form of monthly allowances full benefit of the initial reserve, established in the System to finance his retirement, the unused balance of the initial reserve is paid in on lump sum to his designated beneficiary, if living, otherwise to the retirant's estate.

**OPTION 2** — Upon the death of the retirant, his retirement allowance would continue to be paid throughout the lifetime of his designated beneficiary, if the beneficiary survives him.

**OPTION 3** — Upon the death of the retirant, an amount equal to half of his retirement allowance would be paid throughout the lifetime of his designated beneficiary if the beneficiary survives him.

**OPTION 4** — Under the provision of Option 4 a member may specify the amount of allowance (cannot

exceed amount available under Option 2) to be paid throughout the lifetime of his designated beneficiary, if the beneficiary survives him.

Under Options 2, 3, or 4 the designated beneficiary is fixed at the time of retirement and cannot be changed thereafter.

Once the retirement has become effective, no change in the type of retirement or the payment to be received can be permitted; the choice is irrevocable.

## **VETERANS**

Veterans are those who hold other than dishonorable discharge from Military or Naval Service of the United States:

- a. In World War I from April 6, 1917 to November 11, 1918 and certain other campaigns and expeditions.
- b. World War II, at least 90 days of active military service between September 16, 1940 and September 2, 1945.
- c. The Korean Conflict with at least 90 days of active military service between June 23, 1950 and July 27, 1953.
- d. Vietnam Conflict after December 31, 1960 with at least 90 days of active service.

Military discharge papers should be submitted with the enrollment application.

Such Veterans receive:

- a. Free credit in the Retirement System for all public employment in New Jersey prior to January 1, 1955 if they filed timely.
- b. Class B Membership, contributing at Class B



rates based on their age at enrollment commuted by service rendered in public employment prior to 1955.

Newly employed veterans can also get free credit for public employment in New Jersey prior to 1955.

**Other Veteran Benefits include:**

a. Veterans who were members of the System as of January 1, 1955 and who remain in continuous service thereafter are assured of retirement after 20 years service in New Jersey at age 60 on half pay (half of the salary on which they contributed to the System during their last year of employment).

b. Those employed after January 1, 1955 are entitled to half pay after 20 years service in New Jersey at age 62.

c. Veterans who had completed 20 years service in New Jersey prior to enrollment on January 1, 1955 are also granted half pay allowance in the event of ordinary disability.

These benefits cannot be "deferred". They are only available if the veteran is an active member at or after the ages specified.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 29th day of April, 1976.

MERCER COUNTY WELFARE BOARD

By MR. LOUIS J. PERSICO, Vice-Chairman

ATTEST:

MR. PATRICK J. MAGEE, Director of Welfare

MERCER COUNTY SUPERVISORS CHAPTER,

COUNCIL NO. 4 NEW JERSEY CIVIL

SERVICE ASSOCIATION

By MR. JAMES D'ARCY, President

ATTEST:

MR. NOE LaFRAMBOISE, Acting Secretary-Treasurer

Reviewed and approved by the

Division of Public Welfare

N. J. Department of Institutions and Agencies

MR. G. THOMAS RITI, Director