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AGREEMENT

BETWEEN:

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

— AND —

**Local 2285, American Federation
of
State, County and Municipal
Employees
AFL-CIO**

•

1, 1977 through June 30, 1980



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PREAMBLE

This Agreement dated and effective the First day of July 1977, is entered into by and between the Mercer County Welfare Board (hereinafter referred to as the "Welfare Board") and Local 2285, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

Article I

RECOGNITION

In accordance with the Resolution passed by the Mercer County Welfare Board on April 8, 1971, the Mercer County Welfare Board recognized the Union as the exclusive collective bargaining agent for Non-Supervisory and Non-Professional Employees listed below:

- Account Clerk
- Clerk
- Social Worker
- Clerk Transcriber
- Clerk Typist
- Home Service Aide
- Principal Clerk (Typing)
- Principal Clerk Bookkeeper
- Receptionist
- Senior Account Clerk
- Senior Account Clerk (Typing)
- Interpreter
- Senior Home Service Aide
- Senior Clerk
- Senior Clerk Typist
- Social Service Aide
- Income Maintenance Technician
- Investigator
- Income Maintenance Specialist

If during the term of Agreement the Board determines that new job descriptions and/or classification be established or that changes be made in existing job

descriptions and/or classifications the parties agree that they will consult to arrive at a mutually acceptable determination, including the rate of pay thereof prior to such changes being made effective. Should the parties fail to agree and in the event the Board does make such changes, the matter may be referred to the grievance procedure commencing with Step No. 3 of this Agreement or Civil Service proceedings at the initiation of either party.

Article II

MANAGEMENT RIGHTS

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

Article III

DUES CHECK OFF

In accordance with Title 52:14-15 9e of the New Jersey Statutes Annotated, the Board agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions are made. The revocation of this authorization should be in

accordance, with the applicable statues as presently existing or as may be amended.

Article IV

HOURS OF WORK

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

B. In the event that the Mercer County Welfare 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 considered and provided for as shall be possible and practicable, subject to the approval of the Director of the Mercer County Welfare Board and the Director of the Division of Public Welfare.

Article V

HOLIDAYS

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

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

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

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or Executive Order or when

the County Executive or Board of Chosen Freeholders of Mercer County declares or allows a holiday for all County Employees.

Article VI VACATIONS

A. 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 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 (5) years of service.
3. Fifteen (15) working days vacation after the completion of five (5) years of service and up to ten (10) years.
4. Eighteen (18) working days vacation thereafter after the completion of ten (10) years of service and up to fifteen (15) years.
5. Twenty (20) working days vacation thereafter for every year after the completion of fifteen (15) years of service and up to twenty (20) years.
6. Twenty-five (25) working days vacation thereafter for every year after the completion of twenty (20) years.
7. New employees appointed after July 1, 1974 shall receive vacation leave in accordance with revised Ruling 11 dated July 29, 1974 which was effective July 1, 1974.

Any increase in vacation days based on years of continuous county service will be credited at the beginning of the calendar year in which the employee attains

it with the anticipation that his/her employment will be continuous throughout the calendar year.

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

B. The present policy will be continued of granting vacation time by seniority in each working unit with requests to be submitted in writing to be agreed upon by the employee and the employer within three working days after the request has been submitted. However, when requesting 3 days or less, the request must be given to the immediate supervisor by 1:00 P.M. of the working day preceding the vacation time requested.

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

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

E. Temporary full-time employees are entitled to one working day vacation for each month of service as earned.

Article VII

LEAVE OF ABSENCE WITHOUT PAY

A. Leaves of Absence without pay may be granted at the discretion of the Welfare Board to permanent employees for any reason considered good by the Welfare Board, for a period not to exceed six (6) months at any one time, subject to the approval 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 (6) months. No further renewal may be granted except upon the approval of the Department of Civil Service and the Division of

Public Welfare for reasons as established by Commission Regulation.

B. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for the commencing and the terminating of the leave shall be submitted to the Welfare Board. No leave of absence without pay shall become effective without prior approval of the Welfare Board and/or the Welfare Director.

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

D. Provisional employees may be granted authorized leave of absence without pay for a maximum period of sixty days for reasons deemed appropriate by the Welfare Board subject to approval by the Division of Public Welfare and the Department of Civil Service and such leave may not be renewed or extended consecutively.

Article VIII SICK LEAVE

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

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

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

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

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

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

Article IX

MATERNITY LEAVE

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

C. During this leave an employee is entitled to paid

leave providing she has accrued this time, but not to exceed one month following termination of pregnancy. Additional paid leave beyond the one month period may be granted upon presentation of a doctor's certificate setting forth the necessity thereof.

Article X GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

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

B. Definitions:

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

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contract grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance:

In the presentation of a grievance, the aggrieved shall have the right to present his/her own appeal or designate a union representative to present said appeal with him/her. The Board agrees that there shall be no

loss of pay for the time spent in processing and presenting the grievance by the aggrieved and one steward who is an employee of the Board throughout Step 1 of the grievance procedure.

In Step 2, the grievant shall have the right to be represented by one steward and the local union president or his/her designee without loss of pay to any of these individuals.

In Step 3, the grievant shall have the right to be represented by one steward and the local union president and/or his/her designee, again without loss of pay. In addition, a Council 73 representative may be present at this step.

D. Steps of the Grievance Procedure:

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

- Step 1. a. The Grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her immediate Supervisor 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. The grievant may be represented by the Shop Steward.
- b. The immediate Supervisor shall render in writing a decision within three (3) working days after receipt of the grievance.
- c. In the event that the grievance does not pertain to the immediate Supervisor, this step may be omitted at the discretion of the grievant and his/her immediate Supervisor. The aggrieved will forward a copy of the

grievance to his/her immediate Supervisor in all situations.

- Step 2. a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1. The Shop Steward, Local Union president, or his/her designee may participate at the request of the employee.
- b. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint.
- Step 3. a. Should the grievant disagree with the decision of the Director or his designee, the aggrieved may, within five (5) working days submit a request to appear before the Board. In the event the aggrieved files his/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 Shop Steward and local union president and/or his/her designee and a Council 73 representative.
- b. The Board will render its decision with detailed justification for such 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 Board members, which shall be the decision of the Board.

- c. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

Step 4. Any unresolved contract grievance may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Board's decision.

- a. It is understood and agreed between the parties that the subject of change in wages shall not be subject to binding arbitration.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his complaint to the Civil Service Procedure or the Grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.
- d. The arbitrator shall be selected by agreement between the parties within thirty (30)

working days following the execution of this agreement. The arbitrator shall be selected from the members of the Institute of Management and Labor Relations of Rutgers University and shall be designated as permanent and shall serve during the life of the agreement, or

- e. If the parties do not desire a permanent arbitrator, they may have the option of selecting an arbitrator on a case-by-case basis as follows:
 - 1) by selection from list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers University, in accordance with the selection procedures of the Institute, or;
 - 2) by selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission, or;
 - 3) by selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- f. The parties shall 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.
- g. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to

the extent permitted by and in accordance with applicable law and this agreement.

Any arbitration decision or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

h. 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 Welfare Board's authority.

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

i. 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.

j. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in con-

nection with the arbitration shall be paid by the party incurring the same.

- k. 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.
- l. 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.
- m. Grievance resolutions of decisions at Steps 1 through 4 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.

E. Miscellaneous:

- 1. Union representation does not preclude representation by an attorney.
- 2. A minority organization shall not present or process grievances.
- 3. Should the grievant elect to present his own grievance, without Union representation, he should 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 XI
HEALTH INSURANCE, INSURANCE, AND
RETIREMENT BENEFITS

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

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

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 following month after State approval of the Agreement.

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

Each prescription required by competent medical

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

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

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

D. A Dental Plan shall be established in accordance with a memorandum of understanding as set forth in Appendix II of this contract.

Article XII

SALARIES AND COMPENSATION

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

1. Each position title shall have a salary range with a minimum and a maximum, as set forth in Appendix I in accordance with Ruling 11, July 1, 1977. Effective July 1, 1977 all employees covered by this Agreement shall have their salaries adjusted on-step-on-guide to the salary schedule in effect as of July 1, 1977.
2. Clerks shall have a hiring rate of \$6,013.35. Social Service Aides shall have a hiring rate of \$6,027.00.
3. All employees covered by this Agreement effective July 1, 1977, or subsequent date of hire during the life of this contract shall receive a 5% salary differential prorated based on the period July 1, 1977 to June 30, 1978 and based

exclusively on the minimum step of the appropriate salary range. Such salary differential will terminate June 30, 1978.

4. All employees covered by this Agreement serving in titles with salary ranges at or below range 12 of Ruling 11 effective July 1, 1977 shall receive a one-time cash bonus of \$250.00 providing such employees have at least one year of continuous service as of July 1, 1977.
5. Longevity and salary differential payments shall not be considered in arriving at the on-step on-guide adjustment. These payments shall be in addition to base salaries.
6. Employees will retain their anniversary date and for those who are not at the maximum step of their appropriate salary range shall be entitled to a merit increment provided they have served at least satisfactorily in a position for one year. Employees will be eligible to receive a merit increment in accordance with the following schedule:
 - a. Employees hired between October 2 and January 2 will be eligible to receive an increment on January 1 of the second year following the date of hire. For those employees hired on January 1 or January 2 the Anniversary date of January 1 will be the following year.
 - b. Employees hired between January 3 and April 1 will be eligible to receive an increment on April 1 of the following year.
 - c. Employees hired between April 2 and July 1 will be eligible to receive an increment on July 1 of the following year.
 - d. Employees hired between July 2 and October

- 1 will be eligible to receive an increment October 1 of the following year.
- e. 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 above for new employees hired.
7. During the life of this contract an employee who is promoted or reclassified from one class or title to another which carries a higher salary range shall have his salary adjusted as follows:
 - a. To at least the minimum of the new range; or
 - b. To the comparable dollar amount step in the new range plus an increment; or
 - c. To the comparable dollar amount in the new range and if not on step rounded to the next higher step, provided that the resulting salary increase provides an increase of at least one increment in their old salary rate.
 8. The Mercer County Welfare Board agrees to pay Home Service Aides and Senior Home Service Aides a uniform maintenance allowance in the amount of \$100.00 per year.
 9. In the event an employee is appointed to another classification, the salary differential, if applicable, should be based on the minimum step of the salary range of the classification title to which he/she is appointed on the effective date.

Article XIII

TRANSFER OF THE WELFARE PROGRAM

Should the Federal, State, or County Government enact Legislation to assume the Supervision and Admin-

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

Article XIV

PERSONAL AND BEREAVEMENT DAYS

A. Employees covered by this agreement shall be entitled to one personal day for personal business for every four (4) months of service during the remainder of the calendar year following the date of regular appointment.

B. Employees, covered by this agreement, beginning with the second calendar year of employment, shall be entitled to take up to three (3) days per calendar year with pay for personal business. Personal leave days shall be earned at the rate of one (1) day for each one-third of the calendar year.

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. In case of an emergency situation, a personal day may be requested without prior approval, and will be allowable at the discretion of the immediate Supervisor. The employee is required to call before 8:30 A.M., or as soon as possible thereafter.

C. All employees covered by this agreement shall be entitled to up to three (3) days paid leave per calendar year for bereavement for time lost from work due to the death of any of the following members of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, father-in-law, mother-in-law, grandchildren, or other relatives residing in the employee's household.

D. Personal days are credited in advance in expecta-

tion of continued employment for employees in their second calendar year of employment. Reimbursement must be made in cases where the length of employment does not equal the amount of personal days taken within the calendar year.

E. Personal days and bereavement days shall not be accumulative, therefore, they cannot be carried over to the next calendar year.

Article XV SENIORITY

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

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

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

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

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

6. In the event there is a need for lay-offs the

following progressive 2-Step procedure below will be used:

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

Article XVI **LONGEVITY**

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

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

Article XVII **EDUCATION**

Educational leave will be granted in accordance with Ruling 11 and the recommendations of the Educational Leave Committee and Staff Development Committee of Mercer County Welfare Board.

Article XVIII **NON-DISCRIMINATION CLAUSE**

The Welfare Board and the Union agree there shall be no discrimination against any employee because of

age, sex, marital status, race, religion, national origin, political affiliation, or Union membership.

Article XIX UNION ACTIVITY

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

1. Total time off does not exceed an aggregate of 36 working days for the life of the contract.
2. Not more than 6 such Union delegates shall be permitted to attend such convention or conference at any one time.
3. Written request specifying the amount of time off to be received by the Board at least five days in advance of granting of each time off. Under certain circumstances this 5 day period may be waived by the Board.

B. Union Management Conferences.

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

Article XX

BULLETIN BOARD USE BY UNION

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

Article XXI

SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Civil Service or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article XXII

ACCESS TO PREMISES

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

Article XXIII

OVERTIME

Employees covered by this Agreement will be compensated at the rate of time and one-half in cash for hours worked in excess of the normal hours of the established work week. Hours worked on a Saturday will be compensated at the rate of time and one-half in cash.

Hours worked on a holiday shall be compensated at time and one-half in addition to the holiday credit.

Article XXIV
PERSONNEL PRACTICES

1. Proposed new rules or modifications of existing rules or agreements governing working conditions, shall be negotiated with the Union as provided for and in accordance with Chapter 303, 1968 PERC 1975.

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

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

4. 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. If excused by the Court on or before 12:30 P.M., the employee shall return to work for the remainder of the work day.

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

5 a. 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, subject to the provisions in Ruling 11, Part II, Section 5e, dated July 1, 1977.

b. Any amount of salary or wages paid or payable to such employee for disability leave shall be reduced by the amount of workmens' compensation paid

under the Workmens' Compensation Act for temporary disability.

c. In the event that the disabled employee receives temporary disability under the Workmens' Compensation during the course of the aforementioned six (6) months, he or she is to endorse that draft payable to the Mercer County Welfare Board and is to tender such draft to the Personnel Officer of the Welfare Board. Said tender of draft to the Welfare Board will be in way of reimbursement to the aforementioned Board toward payment of the disabled employee's full salary during the course of the six month period. In the event that the disabled employee does not endorse and turn over the temporary disability draft to the Personnel Officer of the Welfare Board, he or she shall not receive full pay but only the difference between the compensation pay and his or her full pay during that six (6) month period of time.

Article XXV

PROMOTIONS

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

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

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

Article XXVI

TRANSFER AND REASSIGNMENTS

A. Transfer is defined as the movement of an employee

from one job assignment to another in his/her job title in another unit.

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

C. Transfers and reassignment will be discussed with the affected employee(s) prior to implementation. Where such transfers or reassignments are not mutually agreed to, the administration will make these transfers and reassignments 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 employee's seniority.

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

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

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

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

Article XXVII

JOB POSTING

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

job specifications will be given to the Union President and Chief Steward.

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

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

Article XXVIII

SUSPENSION AND DISCHARGE

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

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

Article XXIX

PRINTING OF AGREEMENT

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

Article XXX

PERSONNEL FILES AND EVALUATIONS

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

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

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

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

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

F. The provisions of Article XXX, Personnel Files and Evaluations are subject to the grievance procedure up to the third step which is final and binding on all parties.

Article XXXI

UNION MANAGEMENT RELATIONS

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

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

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

Article XXXII

GENERAL PROVISIONS

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

preclude its application to employees covered by this Agreement.

Article XXXIII

FULLY-BARGAINED PROVISION

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. This is done with the exception of reopener articles.

Article XXXIV

AGENCY SHOP

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

Article XXXV

OTHER LEAVES OF ABSENCE

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

Article XXXVI

DURATION OF AGREEMENT

A. This Agreement shall be effective July 1, 1977 and shall remain in full force and effect until June 30, 1980, provided that, the Union and Board agree to undertake negotiations to discuss readjustment of salaries and the

following on a yearly basis. Such request shall be made by the Union, in writing, prior to March 31 of the affected year and shall be effective July 1 of that year. Article XXX, Personnel Files and Evaluations shall be re-negotiated by the Union and Board anytime prior to July 1, 1978.

- 1—Affirmative Action
- 2—Seniority
- 3—All Fringe Benefits
- 4—Article XXX - Personnel Files and Evaluations

B. Negotiations on the successor contract shall commence on or about March 31, 1980 upon written notice by one party to the other at least sixty days prior to the expiration date of this Agreement of a desire to change, modify, or terminate the Agreement.

Appendix I

Position	Salary Range
Account Clerk	\$ 6,027.00 - \$ 8,136.45
Clerk	\$ 5,467.35 - \$ 7,378.35
Social Worker	\$11,365.20 - \$15,341.55
Clerk Transcriber	\$ 6,328.35 - \$ 8,548.05
Clerk Typist	\$ 6,027.00 - \$ 8,136.45
Home Service Aide	\$ 6,328.35 - \$ 8,548.05
Senior Home Service Aide	\$ 6,978.30 - \$ 9,425.85
Principal Clerk (Typing)	\$ 8,481.90 - \$11,443.95
Principal Clerk Bookkeeper	\$ 8,078.70 - \$10,901.10
Receptionist	\$ 6,027.00 - \$ 8,136.45
Senior Account Clerk	\$ 6,645.45 - \$ 8,975.40
Senior Account Clerk (Typing)	\$ 6,978.30 - \$ 9,425.85
Senior Clerk	\$ 6,645.45 - \$ 8,975.40
Senior Clerk Typist	\$ 6,978.30 - \$ 9,425.85
Social Service Aide	\$ 5,740.35 - \$ 7,746.90
Income Maintenance Technician	\$ 8,905.05 - \$12,021.45
Income Maintenance Specialist	\$11,365.20 - \$15,341.55
Interpreter	\$ 6,027.00 - \$ 8,136.45
Investigator	\$11,365.20 - \$15,341.55

Appendix II
MEMORANDUM OF UNDERSTANDING

It is understood by the parties that a Dental Program is agreed to in this contract but that the basic components of the plan and the full details of administration, including open periods of enrollment and/or disenrollment, method of payment or reimbursement, and types of participants' identification are to be negotiated. It is further agreed that the Welfare Board shall seek the participation of the Union in the formulation of such details to insure that a full understanding of the plan exists between the parties.

It is contemplated that the funding of such a Dental Plan shall commence 1-1-78 and that operation of said plan shall take place as soon thereafter as possible, subject to the approval of the Division of Public Welfare.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 12th day of January, 1978.

MERCER COUNTY WELFARE BOARD

By: MARY C. PERONE, Chairperson

ATTEST:

PATRICK J. MAGEE, Director of Welfare

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

By: THOMAS NAUGHTON, Vice-President

ATTEST:

DONNA PHELPS, Recording Secretary
of AFSCME Local No. 2285

Reviewed and approved by the
Division of Public Welfare
N. J. Department of Human Services

G. THOMAS RITI, Director