

*Contract no. 169*

AGREEMENT

BETWEEN

MERCER COUNTY (NEW JERSEY)

BOARD OF SOCIAL SERVICES

AND

MERCER COUNTY BOARD OF SOCIAL SERVICES

SUPERVISORS' ASSOCIATION

January 1, 1991 through December 31, 1992

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PREAMBLE

This Agreement dated the 14th day of November, 1991 is entered into by and between the Mercer County Board of Social Services, hereinafter referred to as the Board, and the Mercer County Board of Social Services Supervisors' Association, hereinafter referred to as the Association.

ARTICLE 1

RECOGNITION

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

Accountant  
Supervising Clerk  
Supervising Clerk Typist  
Supervising Account Clerk  
Homemaker Service Supervisor  
Income Maintenance Supervisor  
Senior Accountant  
Senior Investigator  
Social Work Supervisor  
Supervisor of Property & Resources  
Supervisor of Accounts  
Payroll Supervisor  
Supervisor of Data Entry Machine Operations

Excluded are the following employees:

Director  
Deputy Director  
Chief Clerk  
Assistant Chief Clerk  
Administrative Supervisor of Income Maintenance  
Administrative Supervisor of Social Work  
Assistant Administrative Supervisor of Income Maintenance  
Assistant Administrative Supervisor of Social Work  
Personnel Officer  
Assistant Personnel Officer  
Personnel Assistant  
Senior Personnel Technician  
Training Supervisor  
Assistant Training Supervisor  
Training Technician  
Attorney  
Chief Investigator  
Coordinator of Child Support & Paternity Program  
Fiscal Officer  
Administrative Secretary  
Secretarial Assistant  
Secretarial Assistant (Stenography)  
Secretarial Assistant (Transcriber)  
Managerial Executives  
Confidential Employees  
Judicial Employees  
Police Employees  
Craft Employees  
Paralegal Specialist  
Supervising Personnel Clerk  
Administrative Analyst  
Senior Administrative Analyst

Senior Training Technician  
Assistant Chief Investigator  
Data Processing Coordinator  
Chief of Administrative Services  
Parking Attendant  
Security Guard  
Exclusions as provided by PERC.

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

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

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

## ARTICLE 2

### MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board except those specifically modified by this Agreement and those which are 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 Economic Assistance, the State Division of Youth and Family Services, or the Division of Medical Assistance & Health Services.

ARTICLE 3

NON DISCRIMINATION CLAUSE

The 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 and other categories as defined by New Jersey Department of Personnel regulations.



## ARTICLE 4

### DUES CHECK OFF AND REPRESENTATION FEE DEDUCTION

#### Dues Check Off:

In accordance with Title 52:14-15-9e of the New Jersey Statutes Annotated: The Board agrees to deduct the 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 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 statutes as presently existing or as may be amended.

#### Representation Fee Deductions:

1. The Board agrees to deduct, in accordance with P.L. 1979, Chapter 477 as it relates to the Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Association Dues, a representation fee equal to eighty-five percent (85%) of the Association Dues, as may be certified to the Board by the Association at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing on the first pay after the completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first pay after the completion of ten (10) calendar days following re-entry into a bargaining unit for employees who previously served in bargaining unit positions.

If, during the course of the year the non-member becomes an Association member, the employer shall cease deducting the representation fee and commence deducting the Association dues beginning with the first paycheck representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year the Association member directs, in writing, the employer to cease Association dues deductions, the employer shall cease such deductions and commence deduction of the representation fee with the first paycheck representing the pay period ten (10) days after the effective date of the dues authorization revocation, as provided in the applicable statutes of this contract.

2. After deduction, representation fees shall be transmitted to the Association in the same manner and at the same time as the Association dues. Deduction of representation fees made pursuant hereto shall be remitted to the Treasurer of the Association together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after deductions are made.

3. The Mercer County Board of Social Services Supervisors' Association does and shall indemnify, defend and save harmless, the Mercer County Board of Social Services against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions of representation fees provided for in this portion of Article 4.
4. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made to this provision by a successor agreement between the Association and the Board.
5. The Mercer County Board of Social Services Supervisors Association agrees and represents that prior to requesting the deduction of any representation fee in lieu of dues pursuant to this Article, it shall have established and will maintain a demand and return system in accordance with P.L. 1979, Chapter 477.

ARTICLE 5

HOURS OF WORK

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

ARTICLE 6

HOLIDAYS

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

The legal paid holidays fixed by the New Jersey Statutes are as follows:

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

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

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

## ARTICLE 7

### VACATIONS

- A. All full time employees covered by this Agreement shall earn vacation leave for each month of service following the date of permanent, provisional, temporary, or interim appointment as set forth below:
1. One (1) working day's vacation for each month of service during the remainder of the calendar year following the date of appointment.
  2. Twelve (12) working days vacation thereafter for every year and up to five (5) years of service.
  3. Fifteen (15) working days vacation thereafter for every year after the completion of five (5) years of service and up to ten (10) years.
  4. Eighteen (18) working days vacation thereafter for every year 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 and up to twenty (20) years.
  6. Twenty-five (25) working days vacation thereafter for every year after the completion of twenty (20) years of service.

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

- B. The employee will follow a vacation schedule suited to the overall needs of the Board and considerate of the needs of the employee. Vacation will be granted by seniority as defined in the Seniority Article of this Contract wherever possible and practicable.
- C. Employees requesting vacation leave of three (3) days or less must make written request to the immediate supervisor by 1:00 P.M. of the working day preceding the vacation day requested.

Employees requesting vacation leave of more than three (3) days must make written request to the immediate supervisor by at least five (5) business days prior to the beginning of the first vacation day requested.

- D. In the case of vacation requests of three (3) days or less, the immediate supervisor will inform the employee of the disposition of the employee's request for vacation leave by the end of the work day of their request.

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

- E. The employee must reimburse the Board within one (1) year in cases where vacation time is credited in advance, taken with pay, but not actually earned by the employee. The Board reserves the right to take appropriate action to recover monies uncollected.

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

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

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

## ARTICLE 8

### PERSONAL AND BEREAVEMENT LEAVE

#### Personal Leave Days

- A. Full-time employees of the Board hired prior to July 1, 1986 shall be entitled to three (3) days leave per calendar year with pay for personal business. Full time employees hired on or after July 1, 1986 shall be entitled to three (3) days leave per calendar year with pay for personal business beginning the first day of the calendar year following date of hire.
- B. Request for leave shall be in writing and given at least twenty-four (24) hours in advance of the requested date or dates to the employee's immediate supervisor. In case of an emergency situation, a personal day or hour may be requested, without prior approval, and will be allowable at the discretion of the immediate supervisor. The employee is required to call before 8:30 A.M. or as soon as possible thereafter. Personal leave days shall be non-cumulative.
- C. The employee shall have the option of using the three (3) personal days (21 hours) referred to in paragraph A of this Article by taking time off in one (1) hour intervals subject to the procedures for requesting personal time in paragraph B. The use of this time in hour intervals will be allowable at the discretion of the immediate supervisor, which shall not be unreasonably withheld.

#### Bereavement Leave Days

- A. 1. All employees covered by this Agreement shall be entitled to three (3) days paid leave for bereavement for time lost from work due to the death of any of the following members of the immediate family of the employee: father, mother, brother, sister, spouse, natural children, adopted children, step or foster children, grandchildren, and grandparents.
2. Any employee absenting him/herself shall advise, if possible, his/her immediate supervisor of the date or dates he/she will be absent. Prior to receiving pay for the period of his/her absence, the employee shall verify in writing the relationship between the deceased and him/herself, the date on which he/she is absent, to his/her immediate supervisor as soon as practicable upon his/her return to duty.

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



## ARTICLE 9

### SICK LEAVE

- A. Definition: Sick leave means the absence of an employee from duty because of illness, injury, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives in the employee's household. A physician's certificate must be required whenever an employee is on sick leave for five (5) consecutive working days or more.
- B. The sick leave plan is as follows:
1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month of service or major fraction thereof during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.
  2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. Sick leave is credited in advance at the beginning of the calendar year.
- C. Sick leave for absences in excess of ten (10) continuous working days must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a written and signed statement by a physician setting forth the reason for the sick leave and probable date of return to employment.
- D. In all cases of illness, whether of short or long duration, the employee is required to notify his/her superior of the reason for absence at 8:30 A.M. or as soon as possible thereafter on the first day of absence from the office. Failure to report absences on the part of any employee may be cause for disciplinary action.
- E. All sick leaves are subject to Administrative approval and may also be subject to approval of the Department of Personnel.
- F. Management reserves the right to require acceptable medical authorization that an employee is capable of returning to work.
- G. The employee must reimburse the Board within one (1) year in cases where sick time is credited in advance, taken with pay, but not actually earned by the employee. The Board reserves the right to take appropriate action to recover monies uncollected.

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

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

ARTICLE 10

LEAVE OF ABSENCE WITHOUT PAY

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

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

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

ARTICLE 11

LEAVE OF ABSENCE DUE TO 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 Board of Social Services 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.

Any amount of salary or wages paid or payable to such employee for disability leave shall be reduced by the amount of worker's compensation paid under the Worker's Compensation Act for temporary disability.

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

In the event the Board becomes self-insured for worker's compensation, the Board and the Association will commence renegotiation of the provisions of the within article.

ARTICLE 12

JURY DUTY AND WITNESS LEAVE

- A. An employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law. If excused by the Court on or before 12:30 P.M., the employee shall return to work for the remainder of the work day.
- B. The employee shall notify management immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.
- C.1. In view of the fact that employees receive full salary during jury duty, in the event that the employee receives more than five dollars (\$5.00) per day while serving as a petit juror or as a grand juror in either the State of New Jersey or in the Commonwealth of Pennsylvania, the amount received in excess of five dollars (\$5.00) per day shall be reimbursed to the Board by the employee. In the event the employee does not reimburse the Board the sum in excess of five dollars (\$5.00) per day, said sum will be withheld from the employee's pay.
- C.2. In view of the fact that employees receive full salary during jury duty, in the event that the employee receives more than twenty dollars (\$20.00) per day while serving as a juror in the United States District Court, the amount received in excess of twenty dollars (\$20.00) per day shall be reimbursed to the Board by the employee. In the event the employee does not reimburse the Board the sum in excess of twenty dollars (\$20.00) per day, said sum will be withheld from the employee's pay.
- D. When an employee is summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body in a matter related to his/her capacity as an employee or officer of this Board, he/she shall be granted necessary time off without loss of pay. This provision pertains solely to the employee's representation of the Board before the above-mentioned tribunals or committees.

ARTICLE 13

DISASTER LEAVE

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

ARTICLE 14

GRIEVANCE PROCEDURE

A. Purpose:

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

B. Definition:

A grievance is defined as:

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

- C. If a grievance or dispute arises over a matter which is controlled by the New Jersey Department of Personnel, the employee shall proceed through the New Jersey Department of Personnel for a resolution of the matter. If the grievance or dispute arises over a matter which is not controlled by the New Jersey Department of Personnel, then the matter shall be resolved through the grievance procedure.

D. Steps of the Grievance Procedure:

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

- Step 1 a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to the immediate supervisor or department head, where the department head is alleged to have committed the grievable act, within eight (8) working days of the occurrence complained of, or within eight (8) working days after the grievant would reasonably be expected to know of its occurrence. Failure to act within the prescribed time shall be deemed to constitute an abandonment of the grievance. The employee shall have the right to present his/her appeal in person or designate a representative authorized by the Association to present said appeal with him/her without loss of pay. Neither the employee nor the Association representative shall suffer any loss of pay.



- b. The immediate supervisor or department head, where the department head is alleged to have committed the grievable act, shall render in writing a decision to the grievant within ten (10) working days after receipt of the grievance. A copy of the response to the grievance will be given to the grievant and his/her representative.
- c. In the event that the grievance does not pertain to the immediate supervisor or department head, this step may be omitted at the discretion of the grievant and the immediate supervisor or department head. The aggrieved will forward a copy of the grievance to his/her immediate supervisor or department head in all situations.

- Step 2
- a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file the complaint with the Director of Welfare within five (5) working days following the determination at Step One. The employee may present his/her appeal in person or designate the Association to present the appeal, and the Association representatives may participate without loss of pay throughout Step Two of the grievance procedure.
  - b. The Director of Welfare, or his designee, shall render his decision to the grievant within fifteen (15) working days after the receipt of the complaint. A copy of the response to the grievance will be given to the grievant and his/her representative.

- Step 3. Any unresolved grievance may be appealed to arbitration only by the Association. The Association must file the request for arbitration within fifteen (15) working days after the receipt of the decision of the Director or his designee. The Board will not compensate Association witnesses, grievant, Association representatives, and/or officials for loss of time from work in attendance at arbitration hearings, New Jersey Department of Personnel hearings, or hearings before the Public Employment Relations Commission.

- a. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration. The Association's decision to request the movement of a grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Association.
- b. The parties shall select an arbitrator on a case by case basis from the panel of arbitrators maintained by the American Arbitration Association.
- c. The parties may meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

- d. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Board's authority.

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

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

- e. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.
- f. The costs of the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.
- g. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.
- h. Grievance resolutions or decisions at Step One through Two shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

E. Miscellaneous:

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

ARTICLE 15

SALARIES AND COMPENSATION

- I. For the period from January 1, 1991 through June 30, 1991, employees covered by this Agreement shall be compensated as follows:
- A. Each position title shall have a salary range as set forth in Appendix I of this Agreement. Effective January 1, 1991 employees shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix I of this Agreement. (Salary adjustment reflects a 3% salary increase.)
  - B. Employees who are not at the maximum of their appropriate salary range shall be entitled to an earned merit increment within their salary range on their anniversary date, provided their services have been satisfactory and they have been in the continuous employment of the Board for at least one year.
  - C. Longevity payments shall not be considered in arriving at the on-step on-guide adjustments. These payments shall be in addition to base salaries.
  - D.
    - 1. All employees covered by this Agreement, promoted or reclassified to another title which carries a higher salary range, shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount, if necessary, to adjust and equalize the employee's salary to the proper step of the new salary range.
    - 2. In those situations in which an employee's salary adjustment is not equal to at least two increments in their old range they shall retain their current anniversary date. However, if an employee's salary adjustment equals two or more increments in their old range, they shall be assigned a new anniversary date based on the effective date of such salary increase in the same manner as indicated below for new employees hired. Employees placed on a new quarterly anniversary date must serve in position for one year to be entitled to an earned merit increment on their anniversary date.

- II. For the period from July 1, 1991 through December 31, 1991, employees covered by this Agreement shall be compensated as follows:
- A. Each position title shall have a salary range as set forth in Appendix II of this Agreement. Effective July 1, 1991 employees shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix II of this Agreement. (Salary adjustment reflects a 2% salary increase.)
  - B. Employees who are not at the maximum of their appropriate salary range shall be entitled to an earned merit increment within their salary range on their anniversary date, provided their services have been satisfactory and they have been in the continuous employment of the Board for at least one year.
  - C. Longevity payments shall not be considered in arriving at the on-step on-guide adjustments. These payments shall be in addition to base salaries.
  - D.
    - 1. All employees covered by this Agreement, promoted or reclassified to another title which carries a higher salary range, shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount, if necessary, to adjust and equalize the employee's salary to the proper step of the new salary range.
    - 2. In those situations in which an employee's salary adjustment is not equal to at least two increments in their old range they shall retain their current anniversary date. However, if an employee's salary adjustment equals two or more increments in their old range, they shall be assigned a new anniversary date based on the effective date of such salary increase in the same manner as indicated below for new employees hired. Employees placed on a new quarterly anniversary date must serve in position for one year to be entitled to an earned merit increment on their anniversary date.

III. For the period from January 1, 1992 through June 30, 1992, employees covered by this Agreement shall be compensated as follows:

- A. Each position title shall have a salary range as set forth in Appendix III of this Agreement. Effective January 1, 1992 employees shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix III of this Agreement. (Salary adjustment reflects a 3% salary increase.)
- B. Employees who are not at the maximum of their appropriate salary range shall be entitled to an earned merit increment within their salary range on their anniversary date, provided their services have been satisfactory and they have been in the continuous employment of the Board for at least one year.
- C. Longevity payments shall not be considered in arriving at the on-step on-guide adjustments. These payments shall be in addition to base salaries.
- D.
  - 1. All employees covered by this Agreement, promoted or reclassified to another title which carries a higher salary range, shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount, if necessary, to adjust and equalize the employee's salary to the proper step of the new salary range.
  - 2. In those situations in which an employee's salary adjustment is not equal to at least two increments in their old range they shall retain their current anniversary date. However, if an employee's salary adjustment equals two or more increments in their old range, they shall be assigned a new anniversary date based on the effective date of such salary increase in the same manner as indicated below for new employees hired. Employees placed on a new quarterly anniversary date must serve in position for one year to be entitled to an earned merit increment on their anniversary date.

- IV. For the period from July 1, 1992 through December 31, 1992, employees covered by this Agreement shall be compensated as follows:
- A. Each position title shall have a salary range as set forth in Appendix IV of this Agreement. Effective July 1, 1992 employees shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix IV of this Agreement. (Salary adjustment reflects a 2% salary increase.)
  - B. Employees who are not at the maximum of their appropriate salary range shall be entitled to an earned merit increment within their salary range on their anniversary date, provided their services have been satisfactory and they have been in the continuous employment of the Board for at least one year.
  - C. Longevity payments shall not be considered in arriving at the on-step on-guide adjustments. These payments shall be in addition to base salaries.
  - D.
    - 1. All employees covered by this Agreement, promoted or reclassified to another title which carries a higher salary range, shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount, if necessary, to adjust and equalize the employee's salary to the proper step of the new salary range.
    - 2. In those situations in which an employee's salary adjustment is not equal to at least two increments in their old range they shall retain their current anniversary date. However, if an employee's salary adjustment equals two or more increments in their old range, they shall be assigned a new anniversary date based on the effective date of such salary increase in the same manner as indicated below for new employees hired. Employees placed on a new quarterly anniversary date must serve in position for one year to be entitled to an earned merit increment on their anniversary date.

- V. For the purposes of this Agreement the anniversary date shall be determined in the following manner:
- A. Employees hired at the Board from October 2 to January 1 shall have a January 1 anniversary date of the second year following the date of appointment. For those employees hired on January 1 or January 2, the anniversary date of January 1 will be the following year.
  - B. Employees hired from January 3 through April 1 shall have an April 1 anniversary date of the following year.
  - C. Employees hired from April 2 through July 1 shall have a July 1 anniversary date of the following year.
  - D. Employees hired from July 2 through October 1 shall have an October 1 anniversary date of the following year.

ARTICLE 16

LONGEVITY

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

The Longevity Plan is as follows: Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300.00 commencing with first day of the first full pay period following said anniversary date, and for completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay an additional \$400.00.

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



ARTICLE 17

HEALTH INSURANCE, INSURANCE, RETIREMENT BENEFITS

- A. The Board agrees to pay for the full cost and provide coverage for eligible employees and their immediate families in accordance with the existing New Jersey State Health Benefits Program. The Board agrees to provide retirement benefits in accordance with the existing New Jersey Employees Retirement Act.
1. All employees shall be entitled upon retirement from the New Jersey Public Employees' Retirement System to receive a lump sum payment as supplemental and unused accumulated sick leave which is credited to him or her on the effective date of his or her retirement.
  2. a. The supplemental compensation payment to be paid hereunder, shall be computed at the rate of one-half of the eligible employee's rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the date of his or her retirement, provided however, that no such lump sum payment of supplemental compensation shall exceed \$15,000.  
  
b. An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment. Those employees who have a break in service (excluding layoffs) shall be entitled to apply for lump sum purposes only, the unused accumulated sick leave which was earned from the date of return to employment from the most recent break in service prior to effective date of retirement.
- B. Subject to the guidelines of the State Health Benefits Commission established pursuant to the provisions of Chapter 12, P.L. 75, the Board shall continue a Prescription Drug Benefit Program.

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

Each Prescription required by competent medical authority for Federal legend drugs shall be paid for by the Carrier subject to a deductible provision which shall not exceed \$2.50 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 and a brochure describing the details of the Program.

- C. Health benefits covering the employee and members of his or her family will be continued from the point of retirement until the time of his or her death, subject to the provisions of the Public Employees' Retirement System.
- D. 1. The Board shall continue to provide dental insurance for employees covered by this Agreement and the employees' eligible dependents as defined by the New Jersey State Health Benefits Commission.
2. Subject to the Board's approval, the Board shall provide an alternate optional dental plan for employees covered by this agreement and the employees' eligible dependents as defined by the New Jersey State Health Benefits Commission. Dental benefits under the optional plan chosen by the employee shall be subject to the terms of the contract between the Board and the provider of the optional Dental Plan.
- E. EYE CARE PLAN.
1. Effective January 1, 1991, employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bill:
- a. Thirty dollars (\$30.00) for the cost of regular optical lenses for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for regular optical lenses purchased per calendar year.
- b. Thirty-five dollars (\$35.00) for the cost of bi-focal lenses for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for bi-focal lenses purchased per calendar year.
- c. Thirty-five dollars (\$35.00) for the cost of an eye examination for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for eye examinations per calendar year.
2. Effective January 1, 1992, employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bill:
- a. Thirty-five dollars (\$35.00) for the cost of regular optical lenses for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for regular optical lenses purchased per calendar year.
- b. Forty dollars (\$40.00) for the cost of bi-focal lenses for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for bi-focal lenses purchased per calendar year.

- c. Forty dollars (\$40.00) for the cost of an eye examination for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for eye examinations per calendar year.
2. It is expressly understood by the parties that under the eye care benefit, an employee will be considered either as an employee or a dependent of his related employee, but not both; i.e., husband and wife both employees of the agency, the husband and wife and dependents will receive eye care benefits either under the husband's eye care plan or under the wife's eye care plan, but not both.
3. The employee and his dependents (spouse and unmarried children under twenty-three (23) years of age who live with the employee in a regular parent-child relationship) will be eligible for this benefit after the employee has been continuously employed for a minimum of sixty (60) days.
- F. Employees shall be required to report all changes in eligibility factors of themselves or of their dependents to the Personnel Office within thirty (30) days of the effective date of such change.
- G. The employee shall hold the Board harmless in the event the employee does not comply with requirements set forth in the health benefit programs for continued coverage, and because of the employee's non-compliance, he or she loses the benefits.
- H. The Board reserves the right to take appropriate steps against the employee to recover monies owed for health insurance premiums by the employee, which premiums were the employee's responsibility, and which premiums were paid by the Board.
- I. With respect to any or all of the insurance benefits addressed in this Article, the Board reserves the right to change carriers or policies subject to the following conditions:
- (1) the substituted carrier or policy provides benefits equivalent to the benefits set forth herein, and (2) the Association receives at least forty-five (45) days notice prior to the effective date of the change.

ARTICLE 18

OVERTIME

- A. Employees covered by this Agreement will be compensated at the rate of time and one-half for authorized hours accrued in excess of the normal hours of the established work week. Hours worked on a holiday shall be compensated at time and one-half in addition to the holiday credit. Overtime will be computed as one and one-half times the regular hourly rate of pay of that employee.
  
- B. The employee may elect to be compensated in compensatory time for overtime hours between 35 and 40 of any work week. Compensatory time will be computed as 1 1/2 hours for each hour of overtime worked. Compensatory time off will be taken at times to be mutually agreeable to the employee and his/her supervisor; however, all compensatory time must be taken by the end of the calendar year in which it is earned. If compensatory time cannot be mutually scheduled by December 15th, it shall be paid in salary.

ARTICLE 19

EDUCATION

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

ARTICLE 20

SENIORITY

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

ARTICLE 21

PERSONNEL FILES AND EVALUATIONS

- A. Personnel evaluations shall be administered in compliance with the Board's personnel evaluation system.
- B. An employee, by request for appointment, shall have access to examine his or her own personnel file during office hours at a reasonable time set by management. An employee may review their personnel file utilizing their fifteen minute break period. If the employee needs additional time, the employee may review the file for an additional fifteen minutes beyond the aforementioned break period. An employee may be accompanied by an officer of the Association or his designated representative only if disciplinary action has been filed.
- C. Copies of memoranda documenting an employee's work performance which are placed in the employee's personnel file shall be given to the employee.
- D. The employee shall have the right to respond in writing to any documents in the file. This response shall become part of the personnel file unless, as a result of the response, the questioned document is removed and destroyed.
- E. Copies of documents in an employee's personnel file relating solely to his/her employment with the Board will be reproduced upon request and upon payment in advance by the employee to the Board for said copies as follows:

1-10 copies	\$.50 per page
11-20 copies	\$.25 per page
21 plus	\$.10 per page

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

ARTICLE 22

DISCIPLINE

A. DEFINITION:

1. Major Discipline is defined as:

- a. Suspension or fine of more than five days at one time.
- b. Suspensions or fines more than three times for an aggregate of more than fifteen days in one calendar year.
- c. Disciplinary demotion from a title in which the employee has permanent status or to which the employee has received a regular appointment.
- d. Removal.
- e. Resignation not in good standing.

2. Minor Discipline is defined as:

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

- B. Permanent employees and employees in their working test period shall be given Preliminary Notice of Disciplinary Action (CS31A) when major discipline is contemplated.
- C. Permanent employees and employees in their working test period shall be given notice when minor discipline is contemplated.
- D. In cases where minor discipline is contemplated for permanent employees or for employees in their working test period, the Director of Welfare or his designee shall schedule a Departmental hearing.



ARTICLE 23

JOB POSTING

- A. Vacancies will be posted on the bulletin board. The posting will set forth the date and time that it is posted on the bulletin board outside of the Personnel Office, any required qualifications, the location of the vacancies whenever practicable, and the procedures to be followed by employees interested in making application. Application must be made within three (3) working days of posting. A copy of the posting and job specifications will be given to the Association President and Chief Steward.

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

- B. A vacancy is a newly created permanent position or an existing permanent position becoming available due to resignation or termination.
- C. Vacancies will be filled, subject to New Jersey Department of Personnel regulations, in the progressive three step procedure outlined below.
- a. Employees presently serving in the title in which the vacancy occurs who have requested a transfer into the vacant position.
  - b. Any eligible employee who is fully qualified and applies for the vacant position.
  - c. Any non-employee applicant who is qualified.
- D. The Association President and Chief Steward will receive notice of any interim appointment, as defined by the New Jersey Department of Personnel regulations, prior to any appointment being made to a position within the unit covered by this contract.

ARTICLE 24

ASSOCIATION ACTIVITY

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

ARTICLE 25

ASSOCIATION LEAVE

- A. The Board agrees to grant officially elected delegates of the Association time off with pay for the purpose of attending training conferences sponsored by the Institute of Management and Labor Relations, Rutgers University or other institutions.
1. Time off shall not exceed fifteen (15) days per contract year for the Association. Unused days shall not be carried over.
  2. Not more than three (3) delegates shall be permitted to attend any such conference at any one time.
  3. Written request specifying the amount of time off is to be received by the Board at least five (5) days in advance of each time off. This five (5) day period may be waived by the Board.
- B. 1. The Board agrees to grant officially elected officers of the Association three (3) days without pay in the aggregate which can be taken in hour intervals during calendar year 1992 in order to attend to union business.
2. Unused time shall not be carried over from one calendar year to another.
  3. The request for time off for attending to union business shall be made in writing to the Board.

ARTICLE 26

MILEAGE

The Board agrees to provide a mileage reimbursement allowance of 20 cents per mile to all employees covered by this Agreement who are required to use their own private vehicles in connection with the performance of their duties as employees of the Board.

ARTICLE 27

ASSOCIATION MANAGEMENT RELATIONS

- A. Proposed new rules or modifications of existing rules governing wages, hours, and other terms and conditions of employment shall be negotiated with the majority representative before they are established.
- 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 employee and/or management items.
  - 2. The Labor-Management Committee shall consist of six (6) members. The Union shall designate two (2) members, the Supervisors' Association shall designate two (2) members, and the Board shall designate two (2) members. The Committee shall make its recommendations to the Director in writing and said recommendations should set forth the names of persons in favor of same. Each committee member shall receive copies of items recommended.

ARTICLE 28

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 New Jersey Department of Personnel and Retirement Rights of the Mercer County Board of Social Services personnel transferred to employment under the Federal, State and County Government Welfare Program be continued.

ARTICLE 29

PRINTING OF AGREEMENT

- A. 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 this Agreement. The method of reproduction will be at the discretion of the Board.
- B. The Board will reproduce copies of all supplemental agreements for the life of the contract.

ARTICLE 30

SEPARABILITY AND SAVINGS

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



ARTICLE 31

FULLY BARGAINED

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

ARTICLE 32

DISABILITY PLAN

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

ARTICLE 33

BULLETIN BOARDS - USE BY ASSOCIATION

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

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

ARTICLE 34

NO STRIKE CLAUSE

It is agreed that during the term of this Agreement, neither the Association, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow-down, stoppage of work, boycott, or willful interference with production, transportation or distribution and that there shall be no lock-out of employees by the Board.

ARTICLE 35

DURATION

- A. This Agreement, except as noted in the Addendum attached hereto, shall be effective January 1, 1991 and shall remain in full force and effect until December 31, 1992.
- B. Negotiations on the successor contract shall commence on or about August 31, 1992 upon written notice by one party to the other at least ninety (90) days prior to the expiration date of the Agreement of the desire to change, modify, or terminate this Agreement.

APPENDIX I

SUPERVISOR 3X EFFECTIVE JANUARY 1, 1991

		1	2	3	4	5	6	7	8
Payroll Supervisor	17	23785	24869	25955	27039	28124	29208	30292	31378
Supervising Clerk	17	23785	24869	25955	27039	28124	29208	30292	31378
Supervising Clerk Typist	17	23785	24869	25955	27039	28124	29208	30292	31378
Supervising Account Clerk	17	23785	24869	25955	27039	28124	29208	30292	31378
Supervisor of Data Entry Machine Op	18	24924	26059	27199	28336	29472	30612	31748	32885
Supervisor of Accounts	18	24924	26059	27199	28336	29472	30612	31748	32885
Accountant	19	26118	27313	28506	29701	30896	32089	33282	34478
Homemaker Service Supervisor	22	30074	31458	32843	34224	35608	36991	38374	39758
Income Maintenance Supervisor	22	30074	31458	32843	34224	35608	36991	38374	39758
Senior Accountant	22	30074	31458	32843	34224	35608	36991	38374	39758
Senior Investigator	22	30074	31458	32843	34224	35608	36991	38374	39758
Social Work Supervisor	22	30074	31458	32843	34224	35608	36991	38374	39758
Supervisor of Property & Resources	23	31526	32980	34432	35886	37338	38792	40244	41697

APPENDIX II

SUPERVISOR 22 EFFECTIVE JULY 1, 1991

		1	2	3	4	5	6	7	8
Payroll Supervisor	17	24260	25367	26474	27579	28687	29792	30898	32005
Supervising Clerk	17	24260	25367	26474	27579	28687	29792	30898	32005
Supervising Clerk Typist	17	24260	25367	26474	27579	28687	29792	30898	32005
Supervising Account Clerk	17	24260	25367	26474	27579	28687	29792	30898	32005
Supervisor of Data Entry Machine Op	18	25422	26580	27743	28903	30062	31224	32383	33543
Supervisor of Accounts	18	25422	26580	27743	28903	30062	31224	32383	33543
Accountant	19	26640	27859	29076	30295	31514	32730	33948	35168
Homemaker Service Supervisor	22	30675	32087	33499	34908	36320	37731	39141	40553
Income Maintenance Supervisor	22	30675	32087	33499	34908	36320	37731	39141	40553
Senior Accountant	22	30675	32087	33499	34908	36320	37731	39141	40553
Senior Investigator	22	30675	32087	33499	34908	36320	37731	39141	40553
Social Work Supervisor	22	30675	32087	33499	34908	36320	37731	39141	40553
Supervisor of Property & Resources	23	32157	33639	35121	36604	38084	39568	41049	42531

APPENDIX III

SUPERVISOR ~~33~~ EFFECTIVE JANUARY 1, 1992

		1	2	3	4	5	6	7	8
Payroll Supervisor	17	24988	26128	27268	28407	29547	30686	31825	32966
Supervising Clerk	17	24988	26128	27268	28407	29547	30686	31825	32966
Supervising Clerk Typist	17	24988	26128	27268	28407	29547	30686	31825	32966
Supervising Account Clerk	17	24988	26128	27268	28407	29547	30686	31825	32966
Supervisor of Data Entry Machine Op	18	26185	27378	28575	29770	30964	32161	33354	34549
Supervisor of Accounts	18	26185	27378	28575	29770	30964	32161	33354	34549
Accountant	19	27439	28695	29949	31204	32459	33712	34966	36223
Homemaker Service Supervisor	22	31596	33050	34504	35956	37410	38863	40315	41770
Income Maintenance Supervisor	22	31596	33050	34504	35956	37410	38863	40315	41770
Senior Accountant	22	31596	33050	34504	35956	37410	38863	40315	41770
Senior Investigator	22	31596	33050	34504	35956	37410	38863	40315	41770
Social Work Supervisor	22	31596	33050	34504	35956	37410	38863	40315	41770
Supervisor of Property & Resources	23	33121	34648	36174	37702	39227	40755	42281	43807



APPENDIX IV

SUPERVISOR ~~Z~~ EFFECTIVE JULY 1, 1992

		1	2	3	4	5	6	7	8
Payroll Supervisor	17	25488	26650	27814	28975	30138	31299	32462	33625
Supervising Clerk	17	25488	26650	27814	28975	30138	31299	32462	33625
Supervising Clerk Typist	17	25488	26650	27814	28975	30138	31299	32462	33625
Supervising Account Clerk	17	25488	26650	27814	28975	30138	31299	32462	33625
Supervisor of Data Entry Machine Op	18	26709	27925	29147	30366	31583	32804	34021	35240
Supervisor of Accounts	18	26709	27925	29147	30366	31583	32804	34021	35240
Accountant	19	27988	29268	30548	31828	33108	34387	35666	36947
Homemaker Service Supervisor	22	32228	33711	35195	36675	38158	39640	41122	42605
Income Maintenance Supervisor	22	32228	33711	35195	36675	38158	39640	41122	42605
Senior Accountant	22	32228	33711	35195	36675	38158	39640	41122	42605
Senior Investigator	22	32228	33711	35195	36675	38158	39640	41122	42605
Social Work Supervisor	22	32228	33711	35195	36675	38158	39640	41122	42605
Supervisor of Property & Resources	23	33784	35341	36898	38456	40011	41570	43126	44684

ADDENDUM TO CONTRACT BETWEEN MERCER COUNTY BOARD OF SOCIAL SERVICES  
AND MERCER COUNTY BOARD OF SOCIAL SERVICES SUPERVISORS' ASSOCIATION

This addendum made this 14th day of November , 1991 by and between the Mercer County Board of Social Services (hereinafter called Board) and the Mercer County Board of Social Services Supervisors' Association (hereinafter called Association) and,

WHEREAS, the Board and Association are about to enter into an agreement covering the time period from January 1, 1991 to and through December 31, 1992 and,

WHEREAS, the Board and Association agree that certain articles of the agreement about to be entered into shall not be effective as of January 1, 1991 but rather shall be effective on dates other than January 1, 1991 and,

WHEREAS, it is the intention of the parties to specify the alternate starting date for the articles herein mentioned and

WHEREAS, it is the intention of the parties that this addendum shall become a part of said agreement about to be entered into; and,

NOW THEREFORE in consideration of the mutual promises by and between the parties which consideration all parties deemed to be adequate, it is agreed as follows:

1. This addendum shall become a part of the agreement about to be entered into by and between the parties and any discrepancies between the within addendum and the agreement shall be resolved in favor of the addendum.

2. The parties agreed, that the following articles shall have the starting date specified herein and not the retroactive starting of January 1, 1991:

a. Article 8 - PERSONAL AND BEREAVEMENT LEAVE: - Personal Leave Days - Subsection C. To take effect January 1, 1992.

b. Article 10 - LEAVE OF ABSENCE WITHOUT PAY - Deletion of former 3.a. To take effect January 1, 1992.

c. Article 14 - GRIEVANCE PROCEDURE: - Subsection D. Step 1.a., Subsection D. Step 1.b., Subsection D. Step 2.a., Subsection D. Step 2.b., Subsection D. Step 3 - Deletion of former Step 3.a. To take effect upon the signing of the agreement and this addendum by all parties.

d. Article 17 - HEALTH INSURANCE, INSURANCE, RETIREMENT BENEFITS: - Subsection D, the alternate dental plan, to be effective as soon as implemented by agreement between the Board and the Provider of alternate dental plan and subject to the terms of an agreement between the Board and provider. Subsection I, to be effective upon the signing of this agreement and addendum by all parties.

e. Article 21 - PERSONNEL FILES AND EVALUATIONS: - Subsection B, to take effect upon the signing of this agreement and addendum

by all parties.

f. Article 24 - ASSOCIATION ACTIVITY: - to take effect on January 1, 1992.

g. Article 25 - ASSOCIATION LEAVE: - Subsection B.1. - to take effect on January 1, 1992.

h. Article 33 - BULLETIN BOARDS - USE BY ASSOCIATION: - to take effect upon the signing of this agreement and addendum by all parties.

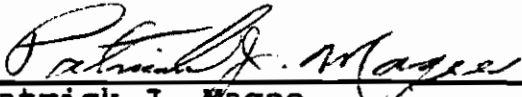
3. The parties agree that other than the above enumerated effective dates, the balance of the contract unless otherwise specified within the contract shall become effective as of January 1, 1991.

IN WITNESS WHEREOF, the parties have entered into this addendum and caused the same to be executed by its respected officers and/or agents on the day and year in above written.



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Mercer County Board of Social  
Services by John Ricci, Chairman

WITNESS:

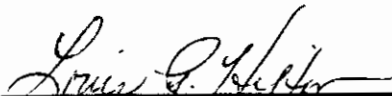


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Patrick J. Magee,  
Director of Welfare



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Mercer County Board of Social  
Services Supervisors' Association  
by Patricia Sterner, President

WITNESS:



IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 14th day of November, 1991

MERCER COUNTY BOARD  
OF SOCIAL SERVICES

BY *John Steen*  
Chairperson

ATTEST:

*William J. Wagner*  
Director of Welfare

MERCER COUNTY WELFARE BOARD  
SUPERVISORS' ASSOCIATION

BY *Patricia Steiner*  
President

ATTEST:

*Louis P. Helio*