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DIVISION OF
PUBLIC WELFARE

A G R E E M E N T

BETWEEN:

MERCER COUNTY (NEW JERSEY)

WELFARE BOARD

-AND-

Local 2285, AMERICAN FEDERATION

OF

STATE, COUNTY AND MUNICIPAL

EMPLOYEES

AFL-CIO

July 1, 1980 through June 30, 1982

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PREAMBLE

This Agreement, dated and effective the first day of July 1980, 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 the Non-Supervisory and Non-Professional Employees listed below:

Account Clerk	Senior Account Clerk(typing)
Clerk	Senior Clerk
Clerk-Stenographer	Senior Clerk-Transcriber
Clerk-Transcriber	Senior Clerk-Typist
Clerk-Typist	Senior Home Service Aide
Home Service Aide	Social Service Aide
Income Maintenance Specialist	Social Service Technician
Income Maintenance Technician	Social Worker
Income Maintenance Worker	Terminal Operator
Interpreter Bilingual Spanish	
Investigator C.W.A.	
Principal Clerk	
Principal Clerk Typist	
Principal Clerk Bookkeeper	
Receptionist	
Senior Account Clerk	

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 grievance procedure commencing with Step

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 AND REPRESENTATION FEE DEDUCTION

Dues Check Off:

In accordance with Title 52:14-15.9e of the New Jersey statutes notated, the Board agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer, by the Treasurer of the Union, and the 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 shall be in accordance with the applicable statutes as presently existing or as may be amended.

Representation Fee Deductions:

Effective January 1, 1981, 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 Union Dues, a representation fee equal to 85% of the Union Dues, as may be certified to the Board by the Union 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 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 calendar days following reentry into a bargaining unit for employees who previously served in bargaining unit positions.

If, during the course of the year the nonmember becomes a union member, the employer shall cease deducting the representation fee and commence deducting the union dues beginning with the first paycheck representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year the union member directs the employer to cease union dues deductions in a manner appropriate under the terms of this Agreement, the employer shall commence deduction of the representation fee with the first paycheck representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the union in the same manner and in the same time as union dues.

2. Deduction of representation fees made pursuant hereto shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions are made.

3. (a) Local 2285, A.F.S.C.M.E. and Council 73, affiliated with the International A.F.S.C.M.E., AFL-CIO do and shall indemnify, defend and save harmless, Mercer County Welfare Board against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this Article III.

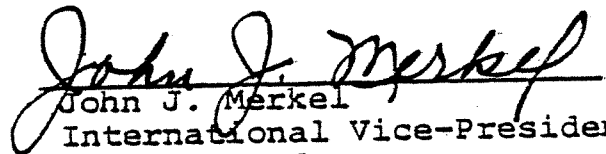
(b) Further, in consideration for Mercer County Welfare Board's action in implementing Agency Shop (P.L.1979 c 407, amending N.J.S.A. 34:13A-5 et seq.) Local 2285, A.F.S.C.M.E. and Council 73, affiliated with the

B. Representation Fee Deductions, cont'd

other forms of liability that may be incurred by Mercer County Welfare Board that shall arise out of any of said check-off deductions.

4. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement, so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Board.

IN WITNESS WHEREOF, Local 2285, A.F.S.C.M.E. and Council 73, affiliated with the International A.F.S.C.M.E., AFL-CIO has entered into this Agreement as contained in aforesaid Article III, Dues Check Off and Representation Fee Deduction, and caused same to be executed by its duly authorized officer or agent on the 16th day of December 1982



John J. Merkel
International Vice-President
and
Executive Director of Council 73
A.F.S.C.M.E.

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 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.

C. In the event of a disaster and the Welfare Board is open for business during a normal work day, then in that event, the Welfare Board shall be considered as having been open for a full work day. In the event of a disaster and the Welfare Board does not open for business on a normal work day, then in that event, the Agency shall be considered closed for the entire normal work day. On a work day when the Agency 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 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 statutes are as follows:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

In the event that any of the above holidays fall on a Sunday it shall be celebrated on the following Monday. In the event that any of the above 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 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 working days vacation after the completion of ten (10) years of service and up to 15 years.
 5. Twenty (20) working days vacation thereafter for every year after the completion of 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 Mercer County Welfare Board 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 of the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare Board for additional periods not to exceed six (6) months. No further renewal may be granted except upon the approval by the Division of Public Welfare and the Department of Civil Service 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.

E. The time during absence from work shall be deducted from total service for employees who have taken a leave of absence without pay to determine both eligibility for promotion and/or seniority.

Exceptions: Time should not be deducted from total service for employees who have taken a leave of absence for:

- 1) Military Leave
- 2) Educational Leave
- 3) Sick Leave (Including Maternity)
- 4) Leave without pay while receiving Workmens Compensation Benefits as a result of work related injuries.

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. Employees may request, in writing, through their Supervisor, maternity leave for pregnancy and confinement. Such request for maternity leave must include the dates for the commencing and terminating for the leave and 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. Maternity leaves without pay may be granted, at the discretion of the Welfare Board to permanent or probationary employees, but not to exceed six months at any one time.

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. Temporary or provisional employees may be granted authorized leaves of absences without pay for pregnancy and confinement for a maximum period of 60 days, provided that such request is supported by a written request and a physician's certificate.

D. 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 physician'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 "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 provision hereof in writing, signed and delivered to his/her immediate supervisor or Department Head, where the Department Head is alleged to have committed the grievable act ~~or the person alleged to have committed the grievable act or whose lack of action is being grieved~~ ^{the} ~~grievable act~~ ^a within ten (10) working days of the occurrence complain of, or within ten (10) working days after he would reasonably be expected to know of it.

Steps of the Grievance Procedure, cont'd.

Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by a Shop Steward.

- Step 1. 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 within three (3) working days after receipt of the grievance.
- 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 his/her immediate Supervisor or Department Head. The aggrieved will forward a copy of the grievance to his/her immediate Supervisor and 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 his complaint with the Director of Welfare within five (5) working days following the determination at step 1. A 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 a 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 appeal. 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.

D. Steps of the Grievance Procedure, cont'd

Step 4. Any unresolved contract grievance may be appealed to arbitration or by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Board's decision. ~~*AFSCME Local 2285 and the members of the bargaining unit hereby agree that in the event that the members of AFSCME Local 2285 were not to take a grievance to arbitration and the grievant wishes to pursue the matter to arbitration the grievant shall be responsible for the arbitration costs shall be paid for by the grievant.~~ The Board will not compensate union witnesses, the grievant and union representatives for loss of time from work at arbitration hearings.

- 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.

D. Steps of the Grievance Procedure, cont'd.

- 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 connection 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

D. Steps of the Grievance Procedure, cont'd.

- 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,
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. 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 Mercer County Welfare Board shall continue a Prescription Drug Benefit Program.

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 \$1.00 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program. ~~The effective date of the \$1.00 co-pay will be at the earliest date possible after this agreement has been approved by all parties.~~ 7
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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 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.

Health Insurance, Insurance, Retirement Benefits, cont'd.

D. The Mercer County Welfare Board shall assume the entire cost of dental insurance premiums for employees covered by this labor contract and the employees' eligible dependents. The terms of this dental insurance are to be identical to those negotiated for all Mercer County Government employees.

E. EYE CARE PLAN. Employees covered by this agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills:

1. \$20.00 for the cost of regular optical lenses for the employee, spouse, and children, not more than one payment every two years
2. \$25.00 toward the cost of bi-focal lenses for the employee, spouse, and children, not more than one payment every two years

The employee and his dependents (spouse and unmarried children under 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 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 30 days of the effective date of such change.

Article XII

SALARIES AND COMPENSATION

During the term of this Agreement, employees covered by this Agreement shall 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 of this Agreement which shall be in compliance with Appendix II of Ruling 11, Compensation Schedule L, effective July 1, 1980. Effective July 1, 1980 or subsequent date of appointment prior to the date of approval of this Agreement, employees shall have their salaries adjusted on step, on guide in the appropriate salary range as set forth in Appendix I of this Agreement.

2. All employees covered by this Agreement, effective July 1, 1980, shall receive a 5% salary differential prorated, based on the period July 1, 1980 to June 30, 1981, and based exclusively on the minimum step of the appropriate salary range as set forth in Appendix I of this Agreement. Such salary differential shall terminate on 6/30/81.

3. All employees covered by this Agreement who are hired or appointed to another classification during the lifetime of this Agreement shall receive a salary differential, if applicable, as of the effective date of appointment. Such salary differential will be paid in the manner set forth in item 2 of this article.

4. Employees who are not at the maximum of their appropriate salary range shall be entitled to a merit increment within their salary range on their anniversary date provided they have served at least satisfactorily in a position for one year.

5. Employees covered by this Agreement being paid on the basis of range 12 or below of Ruling 11 shall receive, subject to approval of the Division of Public Welfare, a one-time cash bonus of \$250.00 providing such employees have at least one year of continuous service as of December 31, 1980 and are in the employ of the Mercer County Welfare Board as of Dec. 31, 1980.

6. Longevity and salary differential payments shall not be considered in arriving at the on-step on-guide adjustments. These payments shall be in addition to base salaries.

7. 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 range.

8. 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

Article XII - Salaries and Compensation

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.

9. Determining Anniversary Dates:

- a. Employees hired from October 2 through January 2 shall have a January 1 anniversary date of the second year following date of appointment. For those employees hired on January 1 and 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.

10. The Mercer County Welfare Board agrees to pay Home Service Aides and Senior Home Service Aides a uniform maintenance allowance in the amount of \$150.00 per year.

Article XIII

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 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-half ($\frac{1}{2}$) personal day for personal business for every month of service during the remainder of the calendar year following the date of regular appointment, with a maximum of three days.

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 expectation 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. *ASA*
a.m. 7/3/4

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. a. In the event there is a need for lay-offs, applicable Civil Service Rules shall apply setting forth lay-off and recall procedures.

b. No permanent employee shall be laid off until all temporary or provisional employees and all probationers who are serving their working test period holding positions in the same class in the organization unit are separated; nor shall a permanent employee be laid off except in accordance with the procedure as prescribed in Civil Service Rules.

c. In the event there is a need for lay-offs, persons without permanent title will be laid off according to the following order:

1. Temporary employees with least time in service at the Agency.

2. Provisional employees with least time in service with the Agency.

d. In the event of recall, permanent employees laid off or demoted in lieu of lay-off shall have reemployment rights as prescribed by Civil Service Rules. Provisional and temporary employees may be reconsidered for reemployment insofar as their reemployment does not violate the rights of any permanent employee of the Welfare Board who was laid off or demoted in lieu of lay-off.

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 July 1, 1979, the following Longevity Plan will be effective. Employees having completed five years of continuous service as of July 1, 1979, 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 \$300.00.

IF, during the life of this Agreement, the County adopts increases in its longevity plan, the same increases will be implemented to employees covered by this Agreement, subject to the availability of funds and prior approval of the Division of Public Welfare.

Article XVII

EDUCATION

Educational leave will be granted in accordance with Ruling II 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 and other categories as defined under Civil Service regulations.

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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 22 working days for the life of the contract per fiscal year. Unused days may be carried over at the request of the Union to the following year but no further.
2. Not more than 7 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 provide a 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 #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 provided that the employee worked in excess of 35 hours of the same week.

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 modification 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. Whenever possible, travel time shall be taken into consideration in the assignment of the Home Service Aides.
3. 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.
4. 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 workmen's compensation paid under the Workmen's Compensation Act for temporary disability.
c. In the event that the disabled employee receives temporary disability under Workmen's 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. 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.
- B. 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/her job title and within his/her work unit.
- C. Transfers and reassignment will be discussed with the affected employee(s) prior to implementation. Where such transfers or reassignments are not mutually agreed to, the administration will make these transfers and reassignment in the inverse order of his or her job title seniority of the employees affected.
- D. Transfer or reassignment will not affect the accumulation of an employee's seniority.
- E. Employees to be affected will be given maximum possible notice.
- ~~F. Transfers and reassignments are negotiable.~~
- F. The Welfare Board has the right to transfer and reassign employees in accordance with the provisions of Civil Service Rules 4:1-15 (1-7), therefore, the above paragraphs are subject to compliance with these provisions.

Handwritten initials and signature:
A.M.
A.D.S.

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 four 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. The Board agrees to maintain a list of all voluntary requests made by employees for transfers and when a vacancy occurs that request will be given primary consideration provided they have answered the job posting. Such request may stipulate only the work unit from which the transfer is requested and will be considered one time in a 12 month period.
 2. Employees presently serving in the title in which the vacancy occurs who have responded to the job posting.
 3. Any eligible employee who is fully qualified and applied for the vacant position.
 4. Any non-employee applicant.

Seniority will be given due consideration with respect to all appointments. ~~and appointments are grievable.~~

- C. All appointments and transfers are subject to the provisions of Civil Service rules and regulations.

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AAS

a.m.
AAS
T.S.S.

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 and any subsequent reopeners 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. The method of reproduction will be at the Board's discretion.

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 and with the approval of the immediate Supervisor, shall have access to examine his or her own personnel file during office hours at reasonable time set by management and may be accompanied by a Union Representative.
- D. 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.
- E. 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

Temporary - Disability Benefits

Effective January 1, 1981 the Board agrees to implement 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 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

OTHER LEAVES OF ABSENCES

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 XXXV

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 1980 and shall remain in full force and effect until June 30, 1982, provided that, the Union and the Board agree to undertake negotiations to discuss readjustment of salaries and federal and state legislation affecting terms and conditions of employment on a yearly basis. Such request shall be made by the Union, in writing, prior to March 31, 1981 and shall be effective July 1 of that year.
- B. Negotiations on the successor contract shall commence on or about March 30, 1982 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.
- C. This Agreement is subject to the review and written approval as to form and content by the Division of Public Welfare.

APPENDIX I

Account Clerk	\$ 7,110.38	-	\$ 9,598.95
Clerk	6,450.13	-	8,704.69
Clerk Stenographer	7,465.89	-	10,084.59
Clerk Transcriber	7,465.89	-	10,084.59
Clerk Typist	7,110.38	-	9,598.95
Home Service Aide	7,465.89	-	10,084.59
Income Maintenance Specialist	14,078.30	-	19,003.50
Income Maintenance Technician	10,505.77	-	14,182.31
Income Maintenance Worker	12,768.95	-	17,243.28
Interpreter Bilingual Spanish	7,110.38	-	9,598.95
Investigator CWA	13,408.14	-	18,099.26
Principal Clerk	9,530.89	-	12,860.58
Principal Clerk Typist	10,006.56	-	13,501.03
Principal Clerk Bookkeeper	10,006.56	-	13,501.03
Receptionist	7,110.38	-	9,598.95
Senior Account Clerk	8,232.68	-	11,120.18
Senior Account Clerk (Typing)	8,232.68	-	11,120.18
Senior Clerk	7,839.99	-	10,588.82
Senior Clerk Transcriber	8,645.18	-	11,671.42
Senior Clerk Typist	8,232.68	-	11,120.18
Senior Home Service Aide	8,232.68	-	11,120.18
Social Service Aide	7,110.38	-	9,598.95
Social Service Technician	9,530.89	-	12,860.58
Social Worker	13,408.14	-	18,099.26
Terminal Operator	7,839.99	-	10,588.82

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

MERCER COUNTY WELFARE BOARD

By: *Norma Stern*
Norma Stern, Vice-Chairperson

ATTEST:

Patrick J. Magee
Patrick J. Magee, Director of Welfare

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

By: *Alice Schannel 12-16-80*
Alice Schannel, President, Local 2285

ATTEST:

Doris Mesinoff 12-16-80
Doris Mesinoff, Recording Secretary of
AFSCME Local No. 2285

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

Audrey H. Massiah
Audrey H. Massiah, Acting Director