

A G R E E M E N T

BETWEEN

MERCER COUNTY (NEW JERSEY)

BOARD OF SOCIAL SERVICES

AND

MERCER COUNTY WELFARE BOARD

SUPERVISORS' ASSOCIATION

X July 1, 1982 through June 30, 1984

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PREAMBLE

This Agreement dated the 12th day of August , 1982 is entered into by and between the Mercer County Board of Social Services, hereinafter referred to as the Board, and the Mercer County Welfare Board Supervisors' Association, hereinafter referred to as the Association.

ARTICLE I
RECOGNITION

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

Accountant
Supervising Clerk
Supervising Clerk Bookkeeper
Homemaker Service Supervisor
Income Maintenance Supervisor
Senior Accountant
Senior Investigator
Social Work Supervisor
Supervisor of Property & Resources
Data Processing Coordinator

Excluded are the following employees:

Director
Deputy Director
Chief Clerk
Administrative Supervisors (Income Maintenance & Social Work)
Assistant Administrative Supervisors (Income Maintenance & Social Work)
Personnel Officer
Personnel Assistant
Senior Personnel Technician
Training Supervisor
Assistant Training Supervisor
Training Technician
Board Counsel
Chief Investigator
Fiscal Officer
Administrative Secretary
Secretarial Assistant
Secretarial Assistant (Stenography)
Managerial Executives
Confidential Employees
Judicial Employees
Police Employees
Craft Employees
Associate Counsel

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 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 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 Public Welfare, or the State Division of Youth and Family Services.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. The working conditions aforementioned are: wages, hours of employment, lunch breaks, rest breaks and overtime.

ARTICLE III

NON DISCRIMINATION CLAUSE

- A. 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 Civil Service Regulations.
- B. In the event there is any anticipated change in the Affirmative Action Plan at this Agency, the Administration of the Board will discuss such plan with the Association.

ARTICLE IV

DUES CHECK OFF

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

ARTICLE V

HOURS OF WORK

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

ARTICLE VI

HOLIDAYS

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

The legal paid holidays, as specified under Ruling 11 of the Department of Human Services, Division of Public Welfare and 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	Veterans Day
Memorial Day	Thanksgiving Day
	Christmas Day

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

VACATIONS

- A. Provisional full-time and temporary full-time employees shall earn vacation leave for each month of service following the date of provisional or temporary appointment. The amount of vacation leave earned on a monthly basis will be prorated on a monthly basis, consistent with the vacation schedules set forth in paragraph B of this article. Upon attaining permanency and after successfully completing the work test period, vacation leave will be credited in advance consistent with paragraph B of this article. However, any person who was a provisional full-time, or temporary full-time employee as of June 30, 1982, shall be permitted to have vacation leave credited in advance consistent with paragraph B of this article.
- B. Full-time employees having permanent status with the Board shall be granted vacation leave as follows:
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 years of service.
 3. Fifteen (15) working days vacation thereafter for every year after the completion of five years of service and up to ten years.
 4. Eighteen (18) working days vacation thereafter for every year after the completion of ten years of service and up to fifteen years.
 5. Twenty (20) working days vacation thereafter for every year after the completion of fifteen years and up to twenty years.
 6. Twenty-five (25) working days vacation thereafter for every year after the completion of twenty years of service.
 7. New employees appointed after July 1, 1974 shall receive vacation leave in accordance with revised Ruling 11 dated July 29, 1974 which was effective July 1, 1974.

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.

C. The employee will follow a vacation schedule suited to the overall needs of the Board and considerate of the needs of the employee. The present policy will be continued of granting vacation time by seniority in each working unit wherever possible and practicable.

D. Employees requesting vacation leave of three 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 days must make written request to the immediate supervisor by at least five business days prior to the beginning of the first vacation day requested.

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

F. The employee must reimburse the Board within one 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.

G. Vacation days may be carried into the next calendar year but no further.

H. 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 VIII

PERSONAL AND BEREAVEMENT LEAVE

Personal Leave Days

- A. Full time employees with one (1) year's continuous service shall be entitled to three (3) days leave per calendar year with pay for personal business. Personal leave days shall be earned at the rate of one (1) day for each four (4) month period of the calendar year.
- B. Request for leave shall be in writing and given at least twenty-four hours in advance of the requested date or dates to the employee's immediate supervisor. 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. Personal leave days shall be non-cumulative.
- C. Personal days are credited in advance in expectation of continued employment.

Bereavement Leave Days

- A. All employees covered by this Agreement shall be entitled to up to a total of three (3) days paid leave per calendar year for bereavement for time lost from work due to the death of any of the following member of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, grandchildren, father-in-law, mother-in-law, step or foster parents, step or foster brothers, step or foster sisters, legal guardians, and other relatives residing in the employee's household.
- B. Full time employees with one year continuous service shall be limited to one (1) day of the three days indicated above, paid leave per calendar year for time lost from work due to the death of the employee's spouse's grandparents.
- C. Bereavement leave days shall be non-cumulative and may be used only within the calendar year.

ARTICLE IX

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 consecutive working days or more.
- B. Full-time provisional and full-time temporary employees shall earn sick leave on the basis of one (1) working day sick leave for each month of service during the remainder of the calendar year following the date of provisional or temporary appointment. Full-time provisional and full-time temporary employees shall earn sick leave on the basis of one and one quarter working days sick leave on a cumulative basis for each month of service beginning with the second year of employment. However, any person who was a provisional full-time, or temporary full-time employee as of June 30, 1982, shall be permitted to have sick leave credited in advance consistent with paragraph C.2. of this article.
- C. Full-time employees having permanent status with the Board will accumulate sick leave privileges as earned on the following basis:
1. One (1) working day sick leave per month of service or major fraction thereof during the remainder of the calendar year following the date of regular appointment.
 2. Fifteen days sick leave per calendar year of service on a cumulative basis beginning with the second year of employment. This leave is credited in advance at the beginning of the year.
- D. Sick leave for absences in excess of ten 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.
- E. 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. Failure to report absences on the part of any employee may be cause for disciplinary action.
- F. All sick leaves are subject to Administrative and/or Board approval and may also be subject to approval of the Division of Public Welfare and the Department of Civil Service.

ARTICLE IX Cont'd

- G. The employee must reimburse the Board within one 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 X

LEAVE OF ABSENCE WITHOUT PAY

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

In all cases of a leave of absence without pay in excess of three (3) days, the employee must provide a written request setting forth the reason or reasons why leave is requested and the dates for the commencing and the terminating of said leave and shall submit same to the Board. No leave of absence without pay in this circumstance shall become effective without prior approval of the Director of Welfare and/or the Board.

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

D. Provisional employees may be granted authorized leave of absence without pay for a maximum period of sixty (60) days for reasons deemed appropriate by the 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. In leaves of absence for sick leave without pay 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.

ARTICLE XI

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.

ARTICLE XII

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. 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} ~~Agency~~, he/she shall be granted necessary time off without loss of pay. This provision pertains solely to the employee's representation of the ~~Agency~~ ^{Board} before the above-mentioned tribunals or committees.
- C. 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.
- D. 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, 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.

ARTICLE XIII

EMERGENCY LEAVE

- A. An employee shall be granted necessary time off without loss of pay when required to perform emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor of the State of New Jersey or the President of the United States up to a period of one month.
- B. The employee shall notify management immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.

ARTICLE XIV

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, Mercer County Board of Social Services, and the Director of the Division of Public Welfare.
- 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 ~~agency~~^{Board} shall be considered closed^{Board} for the entire normal work day. On a work day when the ~~Agency~~^{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.

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ARTICLE XV

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 ~~xxxx~~ expressed herein (hereafter referred to as contractual); or
2. A claimed violation, misinterpretation or misapplication of rules and regulations, existing policy or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment, which are not included in B.1. above (hereafter referred to as non-contractual).

C. The employee must make an election in writing before he/she files a grievance whether he/she will proceed through the grievance procedure of the contract or Civil Service, or the Public Employees' Relations Commission, but not more than one of these procedures shall apply.

D. The employee, after he/she has filed the grievance, shall have the right to present his/her appeal or designate a representative authorized by the Association and who is an employee of the Board to present said appeal with him/her without loss of pay through steps one through three of the grievance procedure.

E. Steps of the Grievance Procedure:

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

Step 1. a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her immediate supervisor or Department Head, where the Department Head is alleged to have committed the grievable act, within five (5) working days of the occurrence complained of, or within five (5) working days after he/she would reasonably be expected to know of its occurrence

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ARTICLE XV Cont'd

Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by a Shop Steward throughout step 1 of the grievance procedure.

- 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 to the grievant within three (3) working days after receipt of the grievance. Management reserves the right of waiver of the three (3) day period and to respond to a grievance within seven (7) 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/her complaint with the Director of Welfare within five (5) working days following the determination at step 1. A Shop Steward, Association president, or his/her designee may participate at the request of the employee without loss of pay throughout step 2 of the grievance procedure.
- b. The Director of Welfare, or his designee, shall render his decision to the grievant within ten (10) working days after the receipt of the complaint. Management reserves the right of waiver of the ten (10) day period and to respond to a grievance within fifteen (15) working days after receipt of the grievance.
- 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's Grievance Committee. The Committee shall be composed of three (3) Board members. In the event the aggrieved files his/her statement with the Committee at least five (5) working days prior to a Committee meeting, the Committee shall review the decision of the Director at that meeting. The aggrieved may be represented by a Shop Steward and Association president or his/her designee without loss of pay throughout step 3 of the grievance procedure.

ARTICLE XV Cont'd

- b. The Committee will render its decision within ten (10) working days after the Committee meeting at which the matter has been reviewed. Management reserves the right of waiver of the ten (10) day period and to respond to a grievance within fifteen (15) working days after hearing of the grievance.
- c. If the Committee's decision involves a non-contractual grievance, the decision of the Committee shall be final.

Step 4. Any unresolved contract grievance may be appealed to arbitration only by the Association. The Association must file the request for arbitration within ten (10) working days after the receipt of the Board's decision. The Board will not compensate Association witnesses, the grievant and Association representatives for loss of time from work in attendance at arbitration hearings, Civil Service hearings, or hearings before the Public Employees' Relations Commission.

- a. It is understood and agreed between the parties that the subject of change in wages shall not be subject to arbitration.
- b. 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.
- 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 appropriate form.
- d. The parties shall select an arbitrator on a case to case basis from the panel of arbitrators maintained by the American Arbitration Association and in accordance with the rules of the American Arbitration Association.
- e. 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.

ARTICLE XV Cont'd

f. The decision or award of the arbitrator with regard to disciplinary action shall be non-binding and advisory on the Board, the Association, and the grievant or grievants. The decision or award of the arbitrator with regard to contractual grievances not disciplinary in nature will be binding on the Board, the Association, 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 Association from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

ARTICLE XV Cont'd

1. 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.

- m. In the event that legislation is enacted by the State of New Jersey and signed by the Governor of the State of New Jersey permitting binding arbitration in the grievance procedure, the parties will negotiate the reinstatement of binding arbitration in the grievance procedure.

In the event that ~~binding~~ ^{disciplinary} arbitration is reinstated in the ~~grievance~~ ^{disciplinary} procedure, that binding arbitration will apply solely to grievances which have been filed subsequent to the date of reinstatement of binding arbitration in the ~~grievance~~ ^{disciplinary} procedure.

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F. Miscellaneous:

1. Association representation does not preclude representation by an attorney.
2. A minority organization shall not present or process grievances.
3. Should the grievant elect to present his/her own grievance without Association representation, he/she should so indicate on the grievance form in the procedural Step 1.
4. The Association will notify the Board in writing of the names of its employees who are designated by the Association to represent employees under the grievance procedure. In steps one (1) through three (3), the designated employees shall secure the permission of their immediate supervisor in order to represent the employee in steps one (1) through three (3) of the grievance procedure. Such permission shall not be unreasonably withheld.

ARTICLE XVI

SALARIES AND COMPENSATION

For the year July 1, 1982 to June 30, 1983, 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 Ruling 11, Compensation Schedule 40 in effect July 1, 1982. Effective July 1, 1982 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, 1982 shall receive a five (5%) percent salary differential prorated, based on the period July 1, 1982 to June 30, 1983, and based exclusively on the minimum step of the appropriate salary range as set forth in Appendix I of this Agreement. Said salary differential shall terminate on June 30, 1983.
3. All employees covered by this Agreement who are hired or appointed to another classification during the life of this Agreement, shall receive a salary differential, if applicable, as of the effective date of appointment. In the event that the employee is employed by the Board at the time of the change in classification, then in that event, his prior salary differential will be terminated and the new salary differential will come into effect. Said 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 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.
5. 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.
6. 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

ARTICLE XVI Cont'd

adjust and equalize the employee's salary to the proper step of the new salary range.

7. 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.

8. Determining Anniversary Dates:

- 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 XVII

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 years of continuous service 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.

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 Division of Public Welfare.

ARTICLE XVIII

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. 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 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 dependants through the Hospital Service Plan of New Jersey 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. Effective Jan. 1, 1983 the deductible provision shall be \$2.50 per prescription.

Each employee shall be provided with an authorization and identification card and a brochure describing the details of the Program.

Health benefits covering the employee and members of his or

ARTICLE XVIII Cont'd

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. The Board shall continue to provide dental insurance through the Connecticut General Life Insurance Company for employees covered by this agreement and the employees' eligible dependents as defined by the New Jersey State Health Benefits Commission.

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

1. Twenty-five dollars (\$25.00) for the cost of regular optical lenses for the employee, their spouse, and their dependent children, and not more than one payment to be made on behalf of said individuals in the course of two (2) years from the date of last purchase of said individual's lenses.
2. Thirty dollars (\$30.00) for the cost of bi-focal lenses for the employee, their spouse, and their dependent children, and not more than one payment to be made on behalf of said individuals in the course of two (2) years from the date of last purchase of said individual's bi-focal lenses.
3. Twenty-five dollars (\$25.00) for the cost of an eye examination for the employee, their spouse, and their dependent children, and not more than one payment to be made on behalf of said individuals in the course of two (2) years from the date of the last eye examination of said individual.

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.

ARTICLE XIX

OVERTIME

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.

ARTICLE XX

EDUCATION

Educational leave will be granted in accordance with Ruling 11 and the Board policy, subject to the availability of funds, and subject to approval by the Board..

ARTICLE XXI

SENIORITY

1. Seniority, which is defined as continuous employment in grade with the Board, will be given due consideration by the Board with respect to promotions and demotions, in accordance with Civil Service regulations.
2. 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 the greater seniority.
3. The Board agrees to supply current seniority lists to the Association on an annual basis.

ARTICLE XXII

ASSIGNMENTS AND REASSIGNMENTS

The Board has the right to assign and reassign employees in accordance with the provisions of Civil Service Rule 4:1-15.7.

ARTICLE XXIII

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 and with the approval of the immediate supervisor, 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 union or his designated representative only if a disciplinary complaint 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. The provisions of this article are subject to the grievance procedure up to the third step which is final and binding on all parties.

ARTICLE XXIV

JOB POSTING

1. Existing or planned job vacancies will be posted on the bulletin board. The posting will include a description of the job, required qualifications, the locations of the vacancies and the procedures to be followed by employees interested in making application. Said application must be made within three (3) working days of posting. A copy of the posting will be given to the Association president.

2. Vacancies will be filled subject to Civil Service regulations in the progressive three step procedure 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 Association prior to implementation of another procedure.
 - a. Employees presently serving in the title which the vacancy occurs who have requested a transfer into the vacant position according to seniority.

 - b. Any eligible employee who is fully qualified and applies for the vacant position according to seniority.

 - c. Any non-employee applicant.

ARTICLE XXV

ASSOCIATION ACTIVITIES

- A. A section of each bulletin board for Association information is to be provided by the Board. The Association will be responsible for material placed on its section of the bulletin board. Such materials will be initialled by the Association president before posting.
- B. The Board agrees to provide meeting space at its facilities for Association meetings whenever available during the employees' lunch time.

ARTICLE XXVII

ASSOCIATION MANAGEMENT RELATIONS

- A. All new written statement of policy or procedure which are applicable to employees shall be made known and delivered upon promulgation to the Association.
- B. The Board and the Association, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor-Management Committee.
1. The Labor-Management Committee shall consider and recommend to the Director of Welfare changes in the working conditions of employees within the Agency. The Labor-Management Committee shall not consider items being grieved.
2. The Labor-Management Committee shall consist of six (6) members. The Association shall designate two (2) members, ^{AFSCME Local 2785} ~~the union~~ 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.

Handwritten initials and signature:
A.M.S.

ARTICLE XXVII

PUBLIC HEARINGS

- A. The Board agrees to grant two (2) officially designated members of the Association one (1) working day leave each, per contract year without loss of pay, to attend the State of New Jersey Public Hearing with regard to Ruling 11.
- B. Written request specifying the names of the two officially designated members and the date of the aforementioned public hearing they are attending is to be received by the Board at least five (5) days in advance.

ARTICLE XXVIII

TRANSFER OF THE WELFARE PROGRAM

Should the Federal, State or County Government enact legislation to assume the supervision and administration of the Welfare Program, specific provisions should be made to protect and guarantee that the Civil Service and Retirement Rights of the Mercer County Board of Social Services personnel transferred to employment under the Federal, State or County Government Welfare Program be continued.

ARTICLE XXIX

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 XIII

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 XXXI

FULLY BARGAINED

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

ARTICLE XXVII

DISABILITY PLAN

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

ARTICLE XXXIII

DURATION

- A. This Agreement shall be effective July 1, 1982 and shall remain in full force and effect until June 30, 1984.

For the contract year July 1, 1983 through June 30, 1984 the parties agree that the sole reopener will be salaries for the aforementioned contract year.

Negotiations with regard to the aforementioned reopener will commence on or about April 1, 1983 by the Association requesting same in writing.

- B. Negotiations on the successor contract shall commence on or about February 28, 1984 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.
- C. This Agreement is subject to the review and written approval as to form and content by the Division of Public Welfare.

APPENDIX I

SALARY RANGES EFFECTIVE JULY 1, 1982

RULING 11-SCHEDULE 40 IN EFFECT JULY 1, 1982

Accountant	\$15,781.38	-	\$21,302.84
Supervising Clerk	13,632.29	-	18,398.45
Supervising Clerk Bookkeeper	13,632.29	-	18,398.45
Homemaker Service Supervisor	18,268.73	-	24,667.85
Income Maintenance Supervisor	18,268.73	-	24,667.85
Senior Accountant	18,268.73	-	24,667.85
Senior Investigator	18,268.73	-	24,667.85
Social Work Supervisor	18,268.73	-	24,667.85
Supervisor of Property & Resources	19,182.89	-	25,898.48
Data Processing Coordinator	19,182.89	-	25,898.48

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 12th day of August, 19 82.

MERCER COUNTY BOARD OF SOCIAL SERVICES

BY Roma B. Stem
Chairperson

ATTEST:

Patrick J. Magee
Director of Welfare

MERCER COUNTY SUPERVISORS' ASSOCIATION

BY Charlotte Egan
Vice President

ATTEST:

Joyce R. Poverman

Reviewed and approved by the
Division of Public Welfare
New Jersey Department of
Human Services

G. Thomas Riti
G. Thomas Riti, Director
Division of Public Welfare