

50

AGREEMENT
BETWEEN
MERCER COUNTY (NEW JERSEY)
BOARD OF SOCIAL SERVICES
AND
LOCAL 2285, AMERICAN FEDERATION
OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO
January 1, 1997 through December 31, 1998

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - Recognition	2
ARTICLE 2 - Management Rights	4
ARTICLE 3 - Dues Check Off and Representation Fee Deduction	5
ARTICLE 4 - Hours of Work	7
ARTICLE 5 - Disaster Leave	8
ARTICLE 6 - Holidays	9
ARTICLE 7 - Vacations	10
ARTICLE 8 - Leaves of Absence Without Pay	12
ARTICLE 9 - Sick Leave	15
ARTICLE 10 - Grievance Procedure	17
ARTICLE 11 - Health Insurance, Insurance, Retirement Benefits	21
ARTICLE 12 - Salaries and Compensation	24
ARTICLE 13 - Transfer of the Welfare Program	28
ARTICLE 14 - Personal and Bereavement Leave	29
ARTICLE 15 - Seniority	31
ARTICLE 16 - Longevity	32
ARTICLE 17 - Education	33
ARTICLE 18 - Non Discrimination Clause	34
ARTICLE 19 - Union Activity	35
ARTICLE 20 - Bulletin Boards - Use By Union	36
ARTICLE 21 - Separability and Savings	37
ARTICLE 22 - Overtime	38
ARTICLE 23 - Mileage	39
ARTICLE 24 - Jury Duty and Witness Leave	40
ARTICLE 25 - Leave of Absence Due to Injury	41
ARTICLE 26 - Promotions	42

ARTICLE 27 - Assignments and Reassignments	43
ARTICLE 28 - Job Posting	44
ARTICLE 29 - Printing of Agreement	45
ARTICLE 30 - Personnel Files and Evaluations	46
ARTICLE 31 - Discipline	47
ARTICLE 32 - Union Management Relations	48
ARTICLE 33 - Disability Plan	49
ARTICLE 34 - Fully Bargained	50
ARTICLE 35 - No Strike Clause	51
ARTICLE 36 - Duration	52
APPENDIX I	53
APPENDIX II	54
APPENDIX III	55
APPENDIX IV	56
SIGNATURE PAGE	

PREAMBLE

This Agreement dated the 12th day of December 1996 is entered into by and between the Mercer County Board of Social Services, hereinafter referred to as the Board, and Local 2285, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1

RECOGNITION

The Board recognizes the Union as the exclusive representative for the following non-supervisory employees:

Account Clerk
Building Maintenance Worker
Clerk
Clerk Stenographer
Clerk Transcriber
Clerk Typist
Computer Operator
Computer Operator Trainee
Data Entry Machine Operator
Home Service Aide
Income Maintenance Specialist
Income Maintenance Technician
Income Maintenance Worker
Interpreter Bilingual Spanish
Investigator, County Welfare Agency
Principal Clerk
Principal Account Clerk
Principal Clerk Transcriber
Principal Clerk Typist
Principal Data Entry Machine Operator
Principal Microfilm Operator
Receptionist
Senior Account Clerk
Senior Account Clerk (Typing)
Senior Building Maintenance Worker
Senior Clerk
Senior Clerk Stenographer
Senior Clerk Transcriber
Senior Clerk Typist
Senior Data Entry Machine Operator
Senior Home Service Aide
Senior Microfilm Machine Operator
Senior Receptionist
Social Service Aide
Social Service Technician
Social Worker
Terminal Operator
Senior Terminal Operator
Messenger
Microfilm Machine Operator

Excluded are the following employees:

Director
Deputy Director
Chief Clerk
Assistant Chief Clerk
Administrative Supervisor of Income Maintenance
Administrative Supervisor of Social Work

Assistant Administrative Supervisor of Income
Maintenance
Assistant Administrative Supervisor of Social Work
Personnel Officer
Assistant Personnel Officer
Personnel Assistant
Senior Personnel Technician
Supervising Personnel Clerk
Training Supervisor
Assistant Training Supervisor
Chief of Administrative Services
Senior Training Technician
Training Technician
Administrative Analyst
Senior Administrative Analyst
Attorney
Chief Investigator
Coordinator of Child Support & Paternity Program
Assistant Chief Investigator
Fiscal Officer
Administrative Secretary
Secretarial Assistant
Secretarial Assistant (Stenography)
Secretarial Assistant (Transcriber)
Managerial Executives
Confidential Employees
Judicial Employees
Police Employees
Craft Employees
Para Legal Specialist
Medical Social Work Supervisor
Seasonal Assistant
Data Processing Coordinator
Parking Attendant
Security Guard
Data Processing Programmer
Data Processing Programmer/Trainee
Assistant Fiscal Officer
Assistant Data Processing Coordinator
Exclusions as provided by PERC

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

In the event that either party to this contract deems it necessary to question the propriety of any of the aforementioned titles as to its inclusion in the Union 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 Union the Union's representation as to those titles.

ARTICLE 2

MANAGEMENT RIGHTS

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

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE 3

DUES CHECK OFF AND REPRESENTATION FEE DEDUCTION

Dues Check Off:

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Board agrees to deduct the 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 aggregated deductions of all employees shall be remitted to AFSCME Council 73, University Office Plaza, 3635 Quakerbridge Rd., Trenton, N.J. 08619, together with a list of the names of all employees from whom the deductions were made by the tenth (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:

1. The Board agrees to continue 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 each deduction of Union Dues, a representation fee equal to eighty-five percent (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 (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first pay after the completion of ten (10) calendar days following re-entry into a bargaining unit for employees who previously served in bargaining unit positions.

If, during the course of the year the non-member becomes 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) 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 tenth (10th) day of the succeeding month after deductions are made.
3. (a) Local 2285 AFSCME and Council 73, affiliated with the International AFSCME, AFL-CIO do and shall indemnify, defend and save harmless, the Mercer County Board of Social Services against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this Article 3.

(b) Further, in consideration for Mercer County Board of Social Services' action in implementing Agency Shop (P.L. 1979 c 407, amending N.J.S.A. 34:13 A-5 et seq.) Local 2285, AFSCME and Council 73, affiliated with the International AFSCME, AFL-CIO does agree to reimburse Mercer County Board of Social Services for Court costs, fees and judgements incident to suits or other forms of liability that may be incurred by Mercer County Board of Social Services 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, AFSCME and Council 73, affiliated with International AFSCME, AFL-CIO has entered into this Agreement as contained in aforesaid Article 3, Dues Check Off and Representation Fee Deduction, and caused the same to be executed by its duly authorized officer or agent on the 11th day of Dec., 1996.



ARTICLE 4

HOURS OF WORK

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

ARTICLE 5

DISASTER LEAVE

- A. In the event that the Board's business and operations are curtailed due to calamity, conflagration or such similar circumstances, continuance of the current wage scale and employment of employees shall be provided for as shall be possible and practicable, subject to the approval of the Director of Welfare and the Mercer County Board of Social Services.

- B. In the event of a disaster and the Board is open for business during a normal work day, then in that event, the Board shall be considered as having been open for a full work day. In the event of a disaster and the Board does not open for business on a normal work day, then in that event, the Board shall be considered closed for the entire normal work day. On a work day when the Board is considered to be closed for the entire normal work day, employees who have been approved for vacation, sick, personal or bereavement days with pay shall not be charged with the time specified in their request.

ARTICLE 6

HOLIDAYS

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

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

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

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

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

ARTICLE 7

VACATIONS

- A. All full time employees covered by this Agreement shall earn vacation leave for each month of service following the date of permanent, provisional, temporary, or interim appointment as set forth below:
1. One (1) working day's vacation for each month of service during the remainder of the calendar year following the date of appointment.
 2. Twelve (12) working days vacation thereafter for every year and up to five 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.

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

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

- D. 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. The supervisor's written response shall contain a reason in the event of a denial.

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. The supervisor's written response shall contain a reason in the event of a denial.

- E. 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.

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

- G. In an emergency situation, a vacation day or a vacation one-half day may be requested without prior approval and may be allowable at the discretion of the immediate supervisor. The employee is required to call in before 8:30 A.M. or as soon as possible thereafter on the morning emergency vacation leave is requested. Emergency is defined as an unforeseen circumstance or combination of circumstances which calls for immediate action.

ARTICLE 8

LEAVES OF ABSENCE WITHOUT PAY

- A.1. Leaves of absence without pay may be granted at the discretion of the Director of Welfare to permanent employees for any reason considered acceptable by the Director of Welfare, for a period not to exceed six (6) months at any one time, subject to approval by the N. J. Department of Personnel. Such leaves of absence may be renewed by the Director of Welfare for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval of the N. J. Department of Personnel for reasons as established by Department regulation.
2. a. Employees must use all vacation days that have accrued prior to commencing a leave of absence without pay for reasons other than non-work related illness or injury which has been approved by the Director of Welfare.
- b. Employees must use all sick days that have accrued prior to commencing a leave of absence without pay, due to non-work related illness or injury which has been approved by the Director of Welfare.
- B.1. 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.
2. 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 Director of Welfare. No leave of absence without pay in this circumstance shall become effective without prior approval of the Director of Welfare. In situations wherein the Director of Welfare disapproves of the employee's leave request, a written reason will be given along with the disapproval.
- C.1. 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 Director of Welfare subject to approval by the N. J. Department of Personnel and such leave may not be renewed or extended consecutively.
2. a. Employees must use all vacation days that have accrued prior to commencing a leave of absence without pay for reasons other than non-work related illness or injury which has been approved by the Director of Welfare.
- b. Employees must use all sick days that have accrued prior to commencing a leave of absence without pay, due to non-work related illness or injury which has been approved by the Director of Welfare.

- D. 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.
- E. In leaves of absence without pay due to non-work related illness or injury, the employee must submit a signed statement from his or her physician setting forth the medical reason for the leave and the period of time the employee will be unable to work because of the illness. The Board reserves the right to have an employee examined by a qualified physician of its choice and at the Board's expense before acting upon the employee's request for an extension of leave of absence for medical reasons.
- F. Anniversary dates for employees on leave without pay, excluding military leave, leave due to a work-related illness or injury and leave subject to the Family Leave Act, change as follows:
1. There will be no change in the anniversary date for employees who are out of work on a leave of absence without pay for less than thirty (30) calendar days.
 2. If the leave of absence without pay exceeds thirty (30) calendar days, anniversary dates will change as follows:
 - a. If the leave exceeds 30 calendar days but is less than or equal to 120 calendar days, change the anniversary date one (1) quarter later.
 - b. If the leave exceeds 120 calendar days but is less than or equal to 210 calendar days, change the anniversary date two (2) quarters later.
 - c. If the leave exceeds 210 calendar days but is less than or equal to 300 calendar days, change the anniversary date three (3) quarters later.
 - d. If the leave exceeds 300 calendar days but is less than or equal to 390 calendar days, change the anniversary date four (4) quarters later.
 - e. Any consecutive period of leave without pay beyond 390 calendar days will result in a change in anniversary date. The anniversary date will change by an additional quarter for each 90 calendar day period following the 300th day of leave without pay in the same manner as set forth above.
- G. The time during absence from work in excess of six (6) months 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. If this procedure results in any conflict with N. J. Department of Personnel regulations, then Department regulations shall prevail.

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 pregnancy disability)
- 4) Leave without pay while receiving Worker's Compensation Benefits as a result of work related injuries.
- 5) New Jersey Family Leave Act Leave

H. In cases where leave of absence without pay are disapproved by the Director of Welfare, the grievance procedure may be applied.

ARTICLE 9

SICK LEAVE

- A. Definition: Sick leave means the absence of an employee from duty because of illness, injury, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives in the employee's household. A physician's certificate must be required whenever an employee is on sick leave for five consecutive working days or more.
- B. The sick leave plan is as follows:
1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month of service or major fraction thereof during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. One earned sick day (7 hours) may be taken in one hour intervals.
 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. Sick leave is credited in advance at the beginning of the calendar year.
- C. Sick leave for absences in excess of ten continuous working days must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a written and signed statement by a physician setting forth the reason for the sick leave and probable date of return to employment.
- D. In all cases of illness, whether of short or long duration, the employee is required to notify his/her superior of the reason for absence at 8:30 A.M. or as soon as possible thereafter on the first day of absence from the office. 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.
- E. All sick leaves are subject to Administrative and/or Board approval and may also be subject to approval of the Department of Civil Service.
- F. Management reserves the right to require acceptable medical authorization that an employee is capable of returning of work.
- 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 10

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.
2. A claimed violation, misinterpretation, or misapplication of the Agency's rules, regulations, and policies affecting the terms and conditions of employment.

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

D. Steps of the Grievance Procedure:

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

- Step 1. a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her immediate supervisor or department head, where the department head is alleged to have committed the grievable act, within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within the prescribed time shall be deemed to constitute an abandonment of the grievance. The employee, after he/she has filed the grievance, shall have the right to present his/her appeal or designate a representative authorized by the Union and who is an employee of the Board to present said appeal with him/her without loss of pay. The designated representative must be a member of the Union.

- b. The immediate supervisor or department head, where the department head is alleged to have committed the grievable act, shall render in writing a decision to the grievant within ten (10) working days after receipt of the grievance. A copy of the response to the grievance will be given to the Union President, if the Union was involved in the First Step of the grievance procedure.
- c. In the event a decision is not rendered within ten (10) working days after receipt of the grievance, the grievance procedure at Step Two shall be applied. In that event, the grievant or the grievant's authorized representative shall give a written statement setting forth what occurred or did not occur in resolving the grievance at Step One.
- d. 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 or department head in all situations.

- Step 2.
- a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Director of Welfare within five (5) working days following the determination at Step One. The employee, after filing the grievance with the Director, may present his/her appeal or designate a Council representative authorized by the Union to present the appeal, and the Union president or his/her designee who must be a Union member and an employee of the Board, may participate at the request of the employee without loss of pay throughout Step Two of the grievance procedure.
 - b. The Director of Welfare, or his designee, shall render his decision to the grievant within ten (10) working days after the receipt of the complaint. A copy of the response to the grievance will be given to the Union President, if the Union was involved in the First Step of the grievance procedure.

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

- a. 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 prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

- b. The parties shall select an arbitrator on a case to case basis from the panel of arbitrators maintained by the Public Employees' Relations Commission and in accordance with the rules of the Public Employees' Relations Commission.
- c. The parties may meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- d. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds to Board's authority.

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

- e. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.
- f. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.
- g. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.
- h. Grievance resolutions of decisions at Step One through Three 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.
- i. The decision of the arbitrator shall be final and binding on both parties.

E. Miscellaneous:

1. Should the grievant elect to present his/her own grievance without Union representation, he/she should so indicate on the grievance form in the procedural Step One.
2. The Union will notify the Board in writing of the names of its employees who are designated by the Union to represent employees under this grievance procedure. This list shall be limited to Union officials, Shop Stewards, and AFSCME Council 73 representatives. It is understood that the Union will notify the Board in writing of changes in this list within a reasonable period of time. In Steps One (1) through Two (2), the designated employees shall notify their immediate supervisor in order to represent the employee in Steps One (1) through Two (2) of the grievance procedure.
3. Date and time of arbitration hearing is to be within discretion and availability of the arbitrator.

ARTICLE 11

HEALTH INSURANCE, INSURANCE, RETIREMENT BENEFITS

- A. The Board agrees to provide coverage for eligible employees and their immediate families in accordance with the existing New Jersey State Health Benefits Program. The Board agrees to provide retirement benefits in accordance with the existing New Jersey Employees Retirement Act.
1. All employees shall be entitled upon retirement from the New Jersey Public Employees' Retirement System to receive a lump sum payment as supplemental and unused accumulated sick leave which is credited to him or her on the effective date of his or her retirement.
 - 2.a. The supplemental compensation payment to be paid hereunder, shall be computed at the rate of one-half of the eligible employee's rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the date of his or her retirement, provided however, that no such lump sum payment of supplemental compensation shall exceed \$18,000.
 - b. An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment. Those employees who have a break in service (excluding layoffs) shall be entitled to apply for lump sum purposes only, the unused accumulated sick leave which was earned from the date of return to employment from the most recent break in service prior to effective date of retirement.
- B. Subject to the guidelines of the State Health Benefits Commission established pursuant to the provisions of Chapter 12, P.L. 75, the Board shall continue a Prescription Drug Benefit Program.

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

Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the Carrier subject to a deductible provision which shall not exceed \$5.00 per brand name prescription and \$3.50 per generic prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

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

- C. Health Benefits covering the employee and members of his or her family will be continued from the point of retirement until the time of his or her death, subject to the provisions of the Public Employees' Retirement System.
- D. 1. The Board shall continue to provide dental insurance for employees covered by this Agreement and the employees' eligible dependents as defined by the New Jersey State Health Benefits Commission.
2. The Board shall continue to provide an alternate optional dental plan for employees covered by this agreement and the employees' eligible dependents as defined by the New Jersey State Health Benefits Commission. Dental benefits under the optional plan chosen by the employee shall be subject to the terms of the contract between the Board and the provider of the optional Dental Plan.

E. EYE CARE PLAN.

1. Employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bill:
- a. Forty dollars (\$40.00) for the cost of regular optical lenses for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for regular optical lenses purchased per calendar year.
 - b. Forty-five dollars (\$45.00) for the cost of bi-focal lenses for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for bi-focal lenses purchased per calendar year.
 - c. Forty-five dollars (\$45.00) for the cost of an eye examination for the employee, their spouse, and their dependent children, and not more than one payment per person to be made on behalf of said individuals for eye examinations per calendar year.
2. It is expressly understood by the parties that under the eye care benefit, an employee will be considered either as an employee or a dependent of his related employee, but not both; i.e., husband and wife both employees of the agency, the husband and wife and dependents will receive the eye care benefits either under the husband's eye care plan or under the wife's eye care plan, but not both.
3. The employee and his dependents (spouse and unmarried children under twenty-three (23) years of age who live with the employee in a regular parent-child relationship) will be eligible for this benefit after the employee has been continuously employed for a minimum of sixty (60) days.

- F. Employees shall be required to report all changes in eligibility factors of themselves or of their dependents to the Personnel Office within thirty (30) days of the effective date of such change.
- G. The employee shall hold the Board harmless in the event the employee does not comply with requirements set forth in the health benefit programs for continued coverage, and because of the employee's non-compliance, he or she loses the benefits.
- H. The Board reserves the right to take appropriate steps against the employee to recover monies owed for health insurance premiums by the employee, which premiums were the employee's responsibility, and which premiums were paid by the Board.
- I. With respect to any or all of the insurance benefits addressed in this Article, the Board reserves the right to change carriers or policies subject to the following conditions:
 - (1) the substituted carrier or policy provides benefits substantially equivalent to the benefits set forth herein; and
 - (2) before any changes in the benefits set forth herein are made, the Board shall discuss and review with the Union at least 45 days prior to the effective date of change the impact of the new plan.
- J. Effective January 1, 1997, each active employee shall have deductions from his or her salary for all medical, dental and prescription drug insurance as follows:
 - 1. Employees with single coverage shall have \$7.50 per week and/or \$15.00 per pay deducted.
 - 2. Employees with other than single coverage shall have \$10.00 per week and/or \$20.00 per pay deducted.

SALARIES AND COMPENSATION

- I. For the period from January 1, 1997 through December 31, 1997, employees covered by this Agreement shall be compensated as follows:
- A. 1. Each position title shall have a salary range as set forth in Appendix I of this Agreement. Effective January 1, 1997 employees shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix I of this Agreement. (Salary adjustment reflects a 2% salary increase for employees at step 8 and a 3% increase for employees at steps 1 through 7.)
 - 2. Effective July 1, 1997, employees at step 8 shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix II of this agreement. (Salary adjustment reflects a 2% increase for employees at step 8.)
 - B. An earned merit increment is the adjustment of an employee's base salary by one step higher in the appropriate salary range for the respective title as set forth in the appropriate Appendix of this Agreement. Earned merit increments may occur on October 1 of the calendar year provided that:
 - 1. The employee is recommended for payment of an earned merit increment based upon satisfactory performance during their last annual performance review.
 - 2. The employee has been in continuous employment of the Board for at least one year.
 - C. Longevity payments shall not be considered in arriving at the on-step on-guide adjustments. These payments shall be in addition to base salaries.
 - D. 1. All employees covered by this Agreement, promoted or reclassified to another title which carries a higher salary range, shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount, if necessary, to adjust and equalize the employee's salary to the proper step of the new salary range.
 - 2. In those situations in which an employee's salary adjustment is not equal to at least two increments in their old range they shall retain their current anniversary date. However, if an employee's salary adjustment equals two or more increments in their old range, they shall be assigned a new anniversary date based on the effective date of such salary increase in the same manner as indicated below for new employees hired. Employees placed on a new quarterly anniversary date must serve in position for one year to be entitled to an earned merit increment.

3. Employees, being paid a special salary adjustment, upon promotion or reclassification to another title which carries a higher salary range, shall have that special salary adjustment discontinued upon promotion or reclassification to a higher paying title.

E. Determining Anniversary Dates:

1. 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.
 2. Employees hired from January 3 through April 1 shall have an April 1 anniversary date of the following year.
 3. Employees hired from April 2 through July 1 shall have a July 1 anniversary date of the following year.
 4. Employees hired from July 2 through October 1 shall have an October 1 anniversary date of the following year.
- F. For the period January 1, 1997 through December 31, 1997, the Employer agrees to pay a uniform maintenance allowance in the sum of \$250.00 per year to Home Service Aides and to Building Maintenance Workers.

- II. For the period from January 1, 1998 through December 31, 1998, employees covered by this Agreement shall be compensated as follows:
- A.
 1. Each position title shall have a salary range as set forth in Appendix III of this Agreement. Effective January 1, 1998 employees shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix III of this Agreement. (Salary adjustment reflects a 2% salary increase for employees at step 8 and a 3% increase for employees at steps 1 through 7.)
 2. Effective July 1, 1998, employees at step 8 shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix IV of this agreement. (Salary adjustment reflects a 2% increase for employees at step 8.)
 - B. An earned merit increment is the adjustment of an employee's base salary by one step higher in the appropriate salary range for the respective title as set forth in the appropriate Appendix of this Agreement. Earned merit increments may occur on October 1 of the calendar year provided that:
 1. The employee is recommended for payment of an earned merit increment based upon satisfactory performance during their last annual performance review.
 2. The employee has been in continuous employment of the Board for at least one year.
 - C. Longevity payments shall not be considered in arriving at the on-step on-guide adjustments. These payments shall be in addition to base salaries.
 - D.
 1. All employees covered by this Agreement, promoted or reclassified to another title which carries a higher salary range, shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount, if necessary, to adjust and equalize the employee's salary to the proper step of the new salary range.
 2. In those situations in which an employee's salary adjustment is not equal to at least two increments in their old range they shall retain their current anniversary date. However, if an employee's salary adjustment equals two or more increments in their old range, they shall be assigned a new anniversary date based on the effective date of such salary increase in the same manner as indicated below for new employees hired. Employees placed on a new quarterly anniversary date must serve in position for one year to be entitled to an earned merit increment.

3. Employees, being paid a special salary adjustment, upon promotion or reclassification to another title which carries a higher salary range, shall have that special salary adjustment discontinued upon promotion or reclassification to a higher paying title.

E. Determining Anniversary Dates:

1. 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.
 2. Employees hired from January 3 through April 1 shall have an April 1 anniversary date of the following year.
 3. Employees hired from April 2 through July 1 shall have a July 1 anniversary date of the following year.
 4. Employees hired from July 2 through October 1 shall have an October 1 anniversary date of the following year.
- F. For the period January 1, 1998 through December 31, 1998, the Employer agrees to pay a uniform maintenance allowance in the sum of \$250.00 per year to Home Service Aides and to Building Maintenance Workers.

ARTICLE 13

TRANSFER OF THE WELFARE PROGRAM

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

ARTICLE 14

PERSONAL AND BEREAVEMENT LEAVE

Personal Leave Days

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

Bereavement Leave Days

- A. 1. Effective January 1, 1997 all employees covered by this Agreement shall be entitled to five (5) days paid leave for bereavement for time lost from work due to the death of any of the following members of the immediate family of the employee: father, mother, brother, sister, spouse, natural children, adopted children, step or foster children, grandchildren, grandparents, present mother-in-law and present father-in-law.
2. Any employee absenting him/herself shall advise, if possible, his/her immediate supervisor of the date or dates he/she will be absent. Prior to receiving pay for the period of his/her absence, the employee shall verify in writing the relationship between the deceased and his/herself, the date on which he/she is absent, to his/her immediate supervisor as soon as practicable upon his/her return to duty.

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

ARTICLE 15

SENIORITY

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

ARTICLE 16

LONGEVITY

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

Effective January 1, 1997 the Longevity Plan is as follows: Employees having completed five (5) years of continuous full time service will have added to their gross per annum pay an additional \$300.00 commencing with the first day of the first full pay period following said anniversary date, and for completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay additional monies as follows:

5 years	\$ 300
10 years	\$ 900
15 years	\$1350
20 years	\$1850
25 years	\$2300
30 years	\$2700
35 years	\$3100
40 years	\$3500
45 years	\$3900

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

ARTICLE 17

EDUCATION

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

ARTICLE 18

NON DISCRIMINATION CLAUSE

The Board and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, religion, national origin, handicap as defined by the New Jersey Department of Personnel regulations or law, political affiliation, or Union membership and other categories as defined by New Jersey Department of Personnel regulations.

ARTICLE 19

UNION ACTIVITY

- A. The Board agrees to grant officially elected delegates of the Union time off with pay for purpose of attending state or national Union conferences, state or national Union conventions, and conferences of Council No. 73 open to all Locals of Council No. 73 provided that:
1. Total time off does not exceed an aggregate of twenty-two (22) days per calendar year. A maximum of seven (7) days may be carried over into the next calendar year; however, it is understood that no time is carried over beyond December 31, 1998.
 2. An additional eight (8) days without pay may be used per calendar year subject to the same conditions as the twenty-two (22) days with pay except that any of the eight (8) days without pay unused in the calendar year shall not be carried over into the subsequent calendar year.
 3. Not more than seven (7) such Union delegates shall be permitted to attend such convention or conference at any one time.
 4. Written request specifying the amount of time off to be received by the Board at least five (5) days in advance of granting of each time off. Under certain circumstances this five (5) day period may be waived by the Board.
- B. Union Management Conferences:
1. Representatives of the Local Union and representatives of the 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 Board who shall not lose pay for time spent during their regular working hours at such conferences. Such conference may be attended by Council No. 73 representatives.
 2. The Board agrees to provide meeting space at its facilities during employee's lunch hour for annual election of Union Officers and for one membership meeting every three months. The aforementioned meetings can only be held with notice being given by the Union President or his/her designee to the Director of Welfare or his designee and with prior approval of the Director of Welfare or his designee.

ARTICLE 20

BULLETIN BOARDS - USE BY UNION

The Board shall maintain three glass-enclosed bulletin boards. One board shall be located on each floor of the agency work area. The boards shall be the only location used by the Union to place official notices, bulletins, etc.

ARTICLE 21

SEPARABILITY AND SAVINGS

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

ARTICLE 22

OVERTIME

Employees covered by the 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 23

MILEAGE

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

ARTICLE 24

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, he/she shall be granted necessary time off without loss of pay.
- 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.

ARTICLE 25

LEAVE OF ABSENCE DUE TO INJURY

Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the Board's adaptation of the New Jersey Workers' Compensation Law from the day after date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. This adaptation shall be 70% of the employee's wage.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability commencing the day after the date of the injury or illness. Said employees shall also receive sick and vacation credits during the period of their disability.

ARTICLE 26

PROMOTIONS

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.

ARTICLE 27

ASSIGNMENTS AND REASSIGNMENTS

The Board has the right to assign and reassign employees in accordance with the provisions of New Jersey Department of Personnel Rule N.J.A.C. 4A:4-7.2.

ARTICLE 28

JOB POSTING

- A. Vacancies will be posted on the bulletin board. The posting will set forth the date and time that it is posted on the bulletin board on the first floor, any required qualifications, the departmental location of the vacancies whenever practicable, and procedures to be followed by employees interested in making application. Application must be made within three (3) working days of posting. A copy of the posting will be given to the Union President and Chief Steward. A copy of the job specification will be given to the Union President and Chief Steward upon request of the Union President or Chief Steward.
- B. A vacancy is a newly created permanent position or an existing permanent position becoming available due to resignation or termination.
- C. Permanent positions to be filled by interim appointment will be posted on the bulletin board. The posting will set forth the date and time that it is posted on the first floor bulletin board, any required qualifications, the departmental location of the vacancies whenever practicable, and the procedures to be followed by employees interested in making application. Application must be made within three (3) working days of posting. A copy of the posting and job specifications will be given to the Union President and Chief Steward.
- D. Interim appointment means any appointment to a specific position or title which is held by a permanent employee who is on an approved leave of absence.
- E. Vacancies will be filled in the progressive three (3) step procedure outlined below whenever possible. Permanent positions to be filled by interim appointment will also be filled in the progressive three (3) step procedure outlined below whenever possible. In the event the Administration feels that this procedure is not workable in a given situation, this matter will be discussed with the Union prior to implementation of another procedure.
 - 1. Employees presently serving in the title in which the vacancy occurs who have responded to the job posting.
 - 2. Any eligible employee who is fully qualified and applied for the vacant position.
 - 3. Any non-employee applicant.

ARTICLE 29

PRINTING OF AGREEMENT

- A. The Board will reproduce and provide to the Union one hundred (100) copies of this agreement. The method of reproduction will be at the discretion of the Board.

ARTICLE 30

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 knowledge 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 his/her personnel file utilizing his/her 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 disciplinary action has been filed. Requests by an employee to review his or her personnel file shall not be unreasonably denied by his or her immediate supervisor.
- C. Initial copies of memoranda documenting an employee's work performance which are placed in the employee's personnel file shall be given to the employees at no charge.
- D. The employee shall have the right to respond in writing to any documents in the file. This response shall become part of the personnel file unless, as a result of the response, the questioned document is removed and destroyed.
- E. Copies of documents in an employee's personnel file relating solely to his/her employment with the Board will be reproduced upon request and upon payment in advance by the employee to the Board for said copies as follows:

1-10 copies	50 cents per page
11-20 copies	25 cents per page
21 plus copies	10 cents per page

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

- F. An employee whose performance evaluation is rated as unsatisfactory in part or in its entirety shall be permitted to apply the grievance procedure up to the level of the Department Head in whose Department that employee's performance was rated as unsatisfactory. The decision of that Department Head will be final and binding on all parties.

ARTICLE 31

DISCIPLINE

A. DEFINITION:

1. Major Discipline is defined as:

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

2. Minor Discipline is defined as:

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

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

ARTICLE 32

UNION MANAGEMENT RELATIONS

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

1. The Labor-Management Committee shall consider employee and/or management items.
2. The Labor-Management Committee shall consist of six (6) members. The Union shall designate two (2) members, the Supervisor's Association shall designate two (2) members, and the Board shall designate two (2) members. The Committee shall make its recommendations to the Director in writing and said recommendations should set forth the names of persons in favor of same. Each committee member shall receive copies of items recommended.

ARTICLE 33

DISABILITY PLAN

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

ARTICLE 34

FULLY BARGAINED

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

ARTICLE 35

NO STRIKE CLAUSE

It is agreed that during the terms of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the employer.

In the event that any employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, and shall use every means at its disposal to influence the employees to return to work.

ARTICLE 36

DURATION

- A. This Agreement shall be effective January 1, 1997 and shall remain in full force and effect until December 31, 1998.
- B. Negotiations on the successor contract shall commence on or about August 31, 1998 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.

AFSCME 2285
EFFECTIVE 01/01/97

	1	2	3	4	5	6	7	8
5								
6								
6								
7								
7								
7								
7								
7								
7								
7								
8								
8								
8								
8								
9								
9								
9								
9								
10								
10								
10								
10								
10								
11								
11								
11								
11								
11								
12								
13								
13								
14								
14								
14								
14								
14								
14								
15								
19								
20								
20								
21								

APPENDIX II
AFSCME 2285
EFFECTIVE 07/01/97

	1	2	3	4	5	6	7	8
5								
6								
6								
7								
7								
7								
7								
7								
7								
7								
8								
8								
8								
8								
8								
9								
9								
9								
9								
10								
10								
10								
10								
10								
10								
10								
11								
11								
11								
11								
11								
11								
11								
11								
11								
12								
13								
13								
14								
14								
14								
14								
14								
14								
14								
15								
19								
20								
20								
21								

APPENDIX III
AFSCME 2285
EFFECTIVE 01/01/98

	1	2	3	4	5	6	7	8	
5	Clerk	17748	18519	19293	20062	20837	21608	22381	23271
6	Building Maintenance Worker	18519	19332	20145	20955	21768	22581	23393	24330
6	Microfilm Machine Operator	18519	19332	20145	20955	21768	22581	23393	24330
7	Account Clerk	19332	20184	21036	21889	22740	23596	24447	25433
7	Clerk Typist	19332	20184	21036	21889	22740	23596	24447	25433
7	Data Entry Machine Operator	19332	20184	21036	21889	22740	23596	24447	25433
7	Interpreter Bilingual Spanish	19332	20184	21036	21889	22740	23596	24447	25433
7	Receptionist	19332	20184	21036	21889	22740	23596	24447	25433
7	Social Service Aide	19332	20184	21036	21889	22740	23596	24447	25433
8	Clerk Stenographer	20184	21080	21976	22871	23767	24660	25557	26589
8	Clerk Transcriber	20184	21080	21976	22871	23767	24660	25557	26589
8	Home Service Aide	20184	21080	21976	22871	23767	24660	25557	26589
8	Messenger	20184	21080	21976	22871	23767	24660	25557	26589
9	Senior Building Maintenance Worker	21080	22019	22958	23897	24834	25773	26712	27795
9	Senior Clerk	21080	22019	22958	23897	24834	25773	26712	27795
9	Senior Microfilm Machine Operator	21080	22019	22958	23897	24834	25773	26712	27795
9	Terminal Operator	21080	22019	22958	23897	24834	25773	26712	27795
10	Senior Account Clerk	22019	23002	23987	24971	25958	26940	27925	29063
10	Senior Account Clerk (Typing)	22019	23002	23987	24971	25958	26940	27925	29063
10	Senior Clerk Typist	22019	23002	23987	24971	25958	26940	27925	29063
10	Senior Home Service Aide	22019	23002	23987	24971	25958	26940	27925	29063
10	Senior Receptionist	22019	23002	23987	24971	25958	26940	27925	29063
11	Senior Clerk Stenographer	23002	24039	25068	26101	27132	28168	29203	30390
11	Senior Clerk Transcriber	23002	24039	25068	26101	27132	28168	29203	30390
11	Senior Data Entry Machine Operator	23002	24039	25068	26101	27132	28168	29203	30390
11	Senior Terminal Operator	23002	24039	25068	26101	27132	28168	29203	30390
11	Computer Operator Trainee	23002	24039	25068	26101	27132	28168	29203	30390
12	Computer Operator	24064	25151	26236	27324	28408	29495	30584	31835
13	Principal Clerk	25121	26259	27401	28543	29684	30822	31962	33279
13	Social Service Technician	25121	26259	27401	28543	29684	30822	31962	33279
14	Principal Account Clerk	26259	27456	28654	29852	31050	32246	33445	34820
14	Principal Clerk Transcriber	26259	27456	28654	29852	31050	32246	33445	34820
14	Principal Clerk Typist	26259	27456	28654	29852	31050	32246	33445	34820
14	Principal Data Entry Machine Operator	26259	27456	28654	29852	31050	32246	33445	34820
14	Principal Microfilm Machine Operator	26259	27456	28654	29852	31050	32246	33445	34820
15	Income Maintenance Technician	26193	27437	28684	29928	31170	32415	33661	35085
19	Income Maintenance Worker	31564	33075	34588	36104	37618	39131	40644	42375
20	Investigator, County Welfare	33075	34667	36258	37848	39439	41030	42620	44440
20	Social Worker	33075	34667	36258	37848	39439	41030	42620	44440
21	Income Maintenance Specialist	34667	36337	38010	39679	41348	43022	44693	46603

**AFSCME 2285
EFFECTIVE 07/01/98**

	1	2	3	4	5	6	7	8
5								
6								
6								
7								
7								
7								
7								
7								
7								
7								
8								
8								
8								
8								
9								
9								
9								
9								
10								
10								
10								
10								
10								
10								
11								
11								
11								
11								
11								
11								
11								
12								
13								
13								
14								
14								
14								
14								
14								
14								
15								
19								
20								
20								
21								

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 December, 1996.

MERCER COUNTY BOARD
OF SOCIAL SERVICES

BY [Signature]
Chairman

ATTEST:

[Signature]
Director of Welfare

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

BY [Signature]
President

ATTEST:

[Signature]