

AGREEMENT made and entered into as of the 18th day of October, 2005 by and between the Board of Chosen Freeholders, SOMERSET COUNTY OF NEW JERSEY (hereinafter called the "Employer") and PROFESSIONAL EMPLOYEES ASSOCIATION OF THE SOMERSET COUNTY COMMUNITY MENTAL HEALTH CENTER, affiliated with DISTRICT 1199J, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME AFLCIO, with its offices at 9-25 Alling Street-3d Floor, Newark, New Jersey 07102 (hereinafter referred to as the "Union" or "Association"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees".

WITNESSETH

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement, as hereinafter provided, and

WHEREAS, it is the intent and purposes of the parties hereto that this Agreement promote and improve the mutual interests of the clients of the Center as well of its Employees, and to avoid interruptions and interferences with services to clients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RECOGNITION - THE COLLECTIVE BARGAINING UNIT

1. (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all of the employees in the bargaining unit set forth in a stipulation (Stipulation I) between the Union and the Employer to be annexed hereto.

(b) Excluded from the aforesaid bargaining unit are Administrator, Medical Director, Clinical Coordinator, NonProfessional, Clerical, Craft and Confidential Employees, Police, Managerial Executives, Supervisors within the meaning of the Employer-Employee Relations Act, and employees who work less than three-fifths (3/5ths) of the regular full-time work week for the job classification in which they work.

2. It is agreed that this contract shall apply and continue in force and effect at any location to which the Center may move or operate. It is further agreed that this contract shall apply to any new or additional facilities of the Center and under its principal direction and control within Somerset County.

3. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1, hereof.

4. At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a copy of the contract then in effect.

5. (a) Part-Time Employees who work three-fifths (3/5ths) or more of the regular -full-time work week for the job classifications in which they work are covered by this Agreement and shall receive fringe benefits, wage rates and wage increases hereunder on a pro rata basis.

(b) Part-Time Employees working over twenty (20) hours per week shall be provided full health benefits, and coverage in pension after one (1) year of service and Five Hundred (\$500.00) Dollars earnings for that year.

ARTICLE II

UNION SECURITY

1. All present employees covered by the Agreement may join the Union and become members of the Professional Association.

2. All future employees may become members of the Union. The Employer shall in no way interfere with the solicitation of such membership nor discourage same.

ARTICLE III

CHECK-OFF

1. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the receipt of such authorization, and remit to the Union regular monthly dues as fixed by the Union.

2. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by paragraph 1 hereof.

3. The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

4. Each month, the Employer shall remit to the Union all deductions for dues made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues have been deducted.

5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby, agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Employer hereunder. Once the funds are remitted

to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE IV

NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, age, sexual or affectional orientation, veteran status, or handicap or disability.

ARTICLE V

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. A representative of the Union shall have reasonable access to the Center for the purpose of conferring with the Employer, delegates of the Union and/or, Employees, and for the purpose of administering this Agreement, Where the Union representative finds it necessary to enter a department of the Center for this purpose, he/she shall first advise the personnel office or the head of the department of his/her designee in person, as the Employer shall state. A delegate intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Center.

2. The Employer shall provide Bulletin Board(s) which shall be used for the purpose of posting proper Union notices. Such Bulletin Board(s) shall be placed conspicuously and at places readily accessible to workers in the course of employment.

3. The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance at regular delegate assembly meetings providing Employer operations shall be not impaired.

ARTICLE VI

PROBATIONARY EMPLOYEES

1. Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment.

2. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VII

TEMPORARY EMPLOYEE

1. Temporary Employee shall mean any individual employed by the County (other than a department head, a division head, or an individual serving in an, elected or statutory position), whether on a part-time or full-time basis, who is hired by the County (1) on a call-in and as needed basis or (2) is hired for a period of up to three (3) months, and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months, or for the length of leave of absence of the Employee being replaced with the consent of the Union, which shall not be unreasonably denied.

2. After three (3) months, Temporary Employees will begin to accrue all benefits such as vacation and sick leave, beginning with the first day of the fourth month of employment.

3. (a) A Temporary Employee, who has been employed three (3) months or longer, shall be treated as a new Employee for the purpose of filling vacant or available permanent positions for which the Employee is qualified.

(b) Temporary Employees may, after the period of three (3) months, join the Professional Association.

ARTICLE.VIII

SENIORITY

1. Definition.

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Employer.

(b) Classification seniority shall be defined as the, length of time an Employee has worked continuously in a specific job classification within a Department or Program.

(c) In order to maintain an updated seniority list, the Employer shall furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work, their dates of hire, and names of. terminated employees, together with their dates of termination, and names of Employees on leave of absence.

2. Accrual.

(a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay: and during a period of continuous layoff.

(c) Classification seniority shall accrue during the periods specified in (b) above and during the time an Employee works in a specific job classification.

3. Loss of Seniority. An Employee's seniority shall be lost when he/she:

(a) Terminates voluntarily.

(b) Is discharged for cause.

- (c) Willfully exceeds an official leave of absence.
- (d) Is laid off and not recalled within the period set forth below:

<u>Years of Service</u>	<u>Recall Rights</u>
0-1	0
1-2	3 Months
2-3	6 months
3-5	9 months
5 plus	12 months

(e) Fails to return to work on a recall from layoff, within five (5) days after the Employer has sent notice to him/her to return by letter or telegram to the last address furnished to the Employer by the Employee, unless the Employee has a valid reason for inability to respond.

4. Application.

(a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

(b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

5. Layoff.

(a) In the event of a layoff within a job classification within any Department or Program, probationary Employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority.

(b) In the event an Employee is scheduled to be laid off within a Department or Program who has worked in the same job classification within another Department or Program of the Center, then the Employee may exercise his/her combined job classification seniority to

displace the least senior Employee of the same classification within the Department or Program in which they worked in the past.

(c) In the event an Employee is scheduled to be laid off within a Department or Program and there exists a vacant position within his/her job classification in another Department or Program which the Employee has the ability to perform, without detracting from the objectives of that Department or Program, then classification seniority shall prevail in assigning such Employees to be laid off to such vacant jobs.

(d) In the event an Employee is scheduled to be laid off within a Department or Program and there are Employees with less identical job classification seniority within another Department or Program of the Center, which the Employee has the ability to perform without detracting from the objectives of the Department or Program, then he/she may exercise his/her job classification seniority to displace the least senior Employee of the same job classification.

(e) If a part-time Employee has greater full-time equivalent seniority than a full-time Employee in the same classification who is to be laid off, the part-time Employee must be willing to accept full-time employment to continue working.

6. Recall.

(a) Whenever a vacancy occurs in a job classification within the Department or Program, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off.

(b) A part-time Employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

7. It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, Employees in job classifications of similar types and requiring

similar skills and providing comparable services shall be grouped together. In making such groupings, the objectives of the Program and requirements of the funding source shall be considered.

8. Promotions.

(a) Where a promotional vacancy in a bargaining unit job occurs, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit Employees for a period of not less than three (3) working days excluding weekends and holidays before the vacancy is filled. The Employer agrees that it is the policy of Somerset County Community Mental Health Center to attempt, wherever possible, to promote present Employees from within the unit to positions with the Center as they become available. Should any Employee that applies for promotion be bypassed, he/she shall be given an explanation of why he/she was not promoted and if he/she is not satisfied with the response, he/she may file a grievance under the terms of this Agreement: however, the arbitration provisions of this Agreement shall not be applicable to this provision.

(b) Any person promoted during the term of this Agreement from within the unit will, at the time of promotion, receive a salary increase equal to ten (10) percent of the salary he/she was receiving prior to the promotion, but in no event shall any person promoted receive a salary less than the minimum salary for the new classification, nor more than the maximum salary for the new classification.

(c) An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job without loss of seniority or other benefits,

excepting that if he/she is discharged, his/her rights shall be subject to Article XXVI of this Agreement.

(d) The Employer will give the Union advance written notice when it intends to promote an employee or when it intends to create a new position or job title.

9. Lateral Transfer. Where a vacancy occurs in a bargaining unit job (other than a promotional vacancy), any Employee with a satisfactory work record and with at least six (6) months of service in his/her present job may request, in writing, a transfer to fill such a vacancy provided that the Employee has the necessary qualifications to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency of any department. Where two (2) or more Employees request such transfer in writing, the Employer shall transfer the Employee with the greatest seniority, unless as among such Employees there is an appreciable difference in their ability to do the job.

10. Privatization. In the event the County decides to privatize any or all of its mental health services, the County will meet and discuss the effect of privatization with the Union.

ARTICLE IX

WAGE AND MINIMUMS

1. The Employer and the Union agree that all employees covered by this Agreement shall remain in the Hay system. Unit employees on the Employer's payroll as of the date this Agreement is executed shall receive wage increases for the first year of this Agreement as provided on the schedule attached hereto as Attachment "A," which is made a part of this Agreement.

Effective January 1, 2005, January 1, 2006, and January 1, 2007, all employees will be eligible to receive salary increases under the County-wide Hay system, provided that those employees who receive an evaluation of other than "Unsatisfactory" shall be guaranteed to receive a salary increase of at least 3%.

2. The following general provisions also apply to this Agreement:

The positions of Psychiatric Nurse Supervisor, Psychiatric Nurse and Gerontology Specialist shall receive a one-grade upgrade effective January 1, 2005. The salaries of employees in these positions on the date this Agreement is executed shall increase the greater of 5% or the midpoint of the new grade, not to exceed 10%. All other Hay System grades shall remain as previously determined except employees may apply under the Hay System procedures for a grade change. The minimum, midpoint and maximum salary for each position according to the current Hay grade for each position is set forth on the attached Stipulation II.

Upon expiration of this Agreement, the Union may demand negotiation over the issue of withdrawal from the Hay System.

The Employer agrees to provide the Union membership with a seminar regarding the Hay System within a reasonable time prior to the deadline for requesting grade changes. During this process, the Employer will work with all employees to develop their job descriptions

and will have the Hay Committee review their classifications for possible modification. The union may recommend a union member for the Hay Committee peer review, which will be honored absent legitimate reasons.

3. N.J. Certified Mental Health Screeners shall be paid on-call pay as follows: Forty Five dollars (\$45) for being on call and ninety dollars (\$90) for each emergency services call responded to.

4. No employee shall be hired below the minimum effective rate for his/her classification. If the Employer intends to hire an employee above the minimum rate for his/her classification, the Employer shall give the Union 24 hours notice of its intention to do so.

5. Employees when required to work at a higher rated bargaining unit job on a temporary assignment basis other than promotion, shall be paid his/her rate or the rate for the other job, whichever is higher. A temporary assignment will be for one (1) month or longer.

6. The employer reserves the right to determine whether any bilingual employees are needed and if needed, to designate the employee(s) who will provide such services. Any employee so designated will receive a \$500 increase in base salary.

7. Any employee who gains approval from the Director of the Agency and becomes certified as a Licensed Clinical Social Worker, Clinical Social Worker, Advanced Practice Nurse, CAC, RNC, Certified Crisis Screener, Licensed Marriage and Family Counselor, Board Certified Psychiatrist, Certified Alcohol and Drug Counselor or Certified Rehabilitation Counselor shall have their base salary increased by \$500 upon presenting evidence of receipt of their certification. However, no employee shall receive this stipend unless the certification is earned while the employee is employed by the Employer.

8. Only those employees actively employed on the date of ratification of this successor Agreement shall receive the benefits of this successor Agreement.

ARTICLE X

HOURS

1. (a) The regular work week for all full-time Employees shall consist of thirty-seven and one-half (37-1/2) hours per week, Monday to Friday. The regular work week, for part-time Employees shall not exceed five (5) days and shall not exceed thirty-seven and one-half (37-1/2) hours per week.

(b) Notwithstanding the above, N.J. Certified Mental Health Screeners and Crisis Intervention Specialists shall work a regular work week of forty (40) hours per week divided into five (5) days.

2. (a) The regular work day for all full-time Employees covered by this Agreement shall consist of the number of hours in the regular work week as above defined, divided by five (5), exclusive of an unpaid lunch period. Flexibility in scheduling of hours will continue, however, changes will be made within the same week or the week following.

(b) When an employee employed at PESS requires time off on an approved leave or sick, vacation or personal time, management shall assign a replacement using a rotational list prepared in reverse seniority order. If an employee desires a shift change unrelated to the reasons listed above, the employee shall be responsible to find a replacement. If no replacement is obtained, the employee must work his/her assigned shift.

ARTICLE XI

OVERTIME

N.J. Certified Mental Health Screeners and Crisis Intervention Specialists shall be paid time and one-half for all hours worked over forty (40) hours per week. For purposes of this Article, "hours worked" shall include paid time off taken for vacation, sick leave and bereavement leave.

Community Crisis Response – Employees classified as clinical supervisor/school liaison or clinical social worker/assistant school liaison who are called to work other than during their normal working hours for community crisis response shall receive time and one-half (1 ½) for all such hours worked outside of their normal work day. Employees other than those classified as clinical supervisor/school liaison or clinical social worker/assistant school liaison may be called to work on a voluntary basis for community crisis response, and shall receive time and one-half (1 ½) for all such hours worked outside of their normal workday. This provision is not intended to include on-call time for those workers that are not on-call.

ARTICLE XII

CRISIS WORKERS

Crisis Workers shall receive an additional Forty Dollars (\$40) per week when working the five (5:00) P.M. to one (1:00) A.M. and Fifty Dollars (\$50) per week when working the one (1:00) A.M. to nine (9:00) A.M. crisis center tours of duty.

ARTICLE XIII

HOLIDAYS

1. Employees shall be entitled to the following paid holidays within each year:

- (a) Legal Holidays:
 - New Year's Day
 - Lincoln's Birthday
 - Washington's Birthday
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Martin Luther King, Jr.'s Birthday
 - Columbus Day
 - Veteran's Day
 - General Election Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day

- (b) Personal days:
 - Three (3) days annually.

Employees shall be entitled to the number of "personal days" with pay as specified in Section 1 (b) above. Personal days shall be scheduled in advance and with the approval of the Employer, except in case of an emergency. Personal days shall not be designated by the Employer. Personal days shall be pro-rated from the day of hire for new Employees.

2. (a) Employees shall not be required to work on a holiday, except for: (i) a psychiatrist, who may, be assigned on call; or (ii) N.J. Certified Mental Health Screeners and Crisis Intervention Specialists.

(b) If a legal holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within the pay period in which the holiday falls.

(c) If a legal holiday falls during an Employee's vacation, it shall be counted as a holiday.

(d) A N.J. Certified Mental Health Screener who is required to work on a holiday shall receive, in addition to his/her regular pay, time and one half for each hour worked. For purposes of this Paragraph, a holiday shall be the date on which said holiday is legally observed in New Jersey and/or the date of the actual holiday.

ARTICLE XIV

VACATIONS

1. Employees shall be entitled to the following vacations with pay: One Hundred fifty (150) hours per year. An Employee in his/her first calendar year. shall have his/her vacation pro rated. Employees are eligible to use accrued vacation after completion of three (3) months of employment.

2. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.

3. Vacation pay shall be based upon the Employee's regular pay.

4. An Employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least two (2) weeks in advance. An Employee may request that the Employer defer vacation pay.

5. An Employee who has quit or who has been discharged and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance due, pro rated.

ARTICLE XV

SICK LEAVE

1. New Employees shall be entitled to paid sick leave earned at the rate of 7 1/2 hours for each month of employment in the first calendar year. Thereafter, Employees shall be entitled to a total of 112.5 hours of sick leave. Sick leave may be accumulated from year to year provided that at no time will an Employee be entitled to accumulate more than 1350 working hours of sick leave during any one year, including the hours earned or to be earned in the current sick leave year. Thereafter, any unused annual sick leave is converted to vacation hours on the basis of 7-1/2 hours for each 22-1/2 sick leave hours. At retirement or termination after ten (10) years of service, the Employee will receive one-third (1/3) of unused accumulated sick leave computed on the basis of final salary.

2. Pay for any sick leave shall be at the Employee's regular pay.

3. Emergency sick leave is granted to an Employee whose spouse, child or parent has an illness, is under a physician's care and requires custodial support. The Employee may apply for Emergency Leave and utilize his/her Sick Leave or accrued Sick Leave. The application shall be submitted in advance to the Board of Freeholders for consideration and shall contain the proper documentation. If the Emergency Leave is granted by the Freeholders, the employee may utilize his/her Sick Leave or accrued Sick Leave for said leave, not to exceed three months. If the County modifies the Emergency Sick Leave Policy during the term of this Agreement, then the new Policy will be extended to the employees covered by this Agreement.

4. Extended sick leave is granted to an Employee who has exhausted his/her accrued sick leave days, whose disabilities continue and is under a doctor's care. Extended sick leave is

available for a period of twenty-six (26) weeks at the rate of fifty (50%) percent of the Employee's base pay. Extended sick leave is available upon medical documentation.

ARTICLE XVI

PAID LEAVE

Employees, after their first thirty (30) days of employment, shall be entitled to paid leave as follows:

1. An Employee shall be paid at his/her regular pay for five (5) working days' absence in the event of a death in the immediate family. Immediate family shall be limited to his/her parent, father-in-law, mother-in-law, spouse, child, grandchild, step-child, grandparent, brother or sister or a step relation of a similar nature. Such five (5) days must be taken within a reasonable time of the day of death or day of the funeral.

2. All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Personnel Office of the Employer and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employees' services are essential at the time of proposed jury service.

3. (a) Employees may request approval to attend professional conferences.

(b) The Administrator will attempt to approve conferences so that each Employee who desires to attend a conference will be permitted to attend at least one (1) conference during any calendar year.

(c) Requests to attend professional conferences, conventions, workshops, etc., should be submitted through the Department Head to the Administrator who will have responsibility for final approval of all such requests. Requests should be made sufficiently well

in advance to assist in making the decision re: approval. Requests for overnight conferences requiring reimbursement must be submitted one (1) month in advance to the Department Head so proper approval may be obtained from the County Administrator or Freeholder Director in compliance with County Policy.

(d) To provide equal opportunity to staff members and derive the maximum benefit for the clinic, the following policy regarding clinic expenses for conferences, conventions, etc. shall apply.

Registration Fees: The clinic will provide one hundred percent (100%) of the registration fee and will pay up to a maximum of Three Hundred (\$300.00) Dollars.

Hotel and meals: The clinic will provide a combined total of One Hundred (\$100.00) Dollars per day for hotel and meal expenses up to a maximum of five (5) days.

Travel: The clinic will provide one hundred percent (100%) of the travel expenses and will pay up to a maximum of Two Hundred (\$200.00) Dollars.

All approvals are contingent upon availability of the appropriate Budget Funds.

(e) At the beginning of each fiscal year the County shall forward to the Union or its designee advice as to the dollar amount allocated in the budget for conference and convention expenses, and be updated quarterly thereafter.

4. The Agency will provide one hundred percent (100%) reimbursement for mileage at the effective County rate for those employees using their personal cars to conduct County business.

ARTICLE XVII

MATERNITY LEAVE

Pregnancy is a condition which eventually requires the Employee to be absent from the job because of incapacitation. Sick Leave and Extended Sick Leave shall be used to cover absences due to incapacitation caused by pregnancy, child birth, and confinement. Any additional time off after the delivery and recuperation period shall be in the form of available vacation days or leaves of absence without pay.

ARTICLE XVIII

UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. Military Leave. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

2. Other Leaves. Leaves of absences without pay for other reasons will not be unreasonably denied by the Employer.

3. When an employee returns to work following an involuntary, leave of absence, he/she shall be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary leave of absence will be reinstated to his/her former job or another position within the same classification with seniority. As a condition of reinstatement following a leave of absence for illness, the Employer may require the Employee to receive the approval of the Employer's Health Service.

ARTICLE XIX

PAST PRACTICES

All past practices not specifically modified by this Agreement shall continue.

ARTICLE XX

TRAINING AND EDUCATIONAL LEAVE POLICY

The Employer shall provide qualified Employees the opportunity to pursue their education and training if it is relevant to their work. This opportunity shall be provided as follows:

1. Educational Leave.

(a) The Employer may permit an educational leave in a course work program without pay of not more than one (1) year. In order to qualify for such leave an Employee would need to have had two (2) years of experience with the Center.

(b) The Employer may allow a qualified Employee desiring to enroll in a part-time training program of advanced training or continuing education to work part-time. This arrangement will be limited to the extent of the program and the Employee will be expected to return to a full-time schedule. In order to qualify the consideration for this status, an Employee would need to have one (1) year of experience with the Center.

2. Financial Assistance for Educational Policy.

(a) Limited to full-time permanent and provisional employees as hereafter defined in this Agreement with one (1) year employment with the County.

(b) A course meeting one or more of the following requirements shall be considered eligible for the educational reimbursement program:

(1) A course shall be directly related to responsibilities of the position an Employee holds at the time application is made for reimbursement.

(2) A course will prepare an employee for potential advancement.

(3) A course is part of a degree program which is directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.

(4) A course is part of a degree program which will prepare an employee for potential advancement within the County.

(c) Upon successful completion of course, the County will reimburse up to one hundred (100) percent of the then Rutgers University rate, subject to the availability of funds.

(d) All applications meeting the eligibility requirements will be considered for approval based on the availability of funding. Reimbursement shall be made available to employees on a first come basis. Approval or disapproval shall be forthcoming prior to course starting date. Complete reimbursement of an approved application shall be made within two (2) months after submission of grades by the Department Head to the County Personnel office at the allocated amount and after completion of the course.

(e) The Employer agrees to notify the Union after the budget has been approved what dollar amount has been set aside for educational reimbursement for Mental Health Center employees.

3. Advanced Training and Continued Education.

(a) The Employer may allow qualified Employees to enroll in a training program of advanced training or continued education and allow such Employee time off with pay to pursue such special training program.

(b) In order for the Employee to qualify for consideration for this status, an Employee would need to have one (1) year of experience with the Center.

(c) If a qualified Employee shall be enrolled in a special program of education, he/she shall be allowed time off with pay to pursue such special program of education.

(d) Upon successful completion of such special program of education, the County will reimburse Seventy-five (75%) percent of the special program fee up to a maximum of five hundred (\$500) dollars.

(e) All applications meeting the eligibility requirements will be considered for approval based on the availability of funding. To be considered for reimbursement, an application must be received by the Department Head at least seven (7) working days prior to the course's starting date. Approval or disapproval shall be forthcoming prior to course starting date.

4. Malpractice Insurance.

The Employer will provide malpractice insurance for all employees covered by this Agreement. If said coverage is discontinued for any reason, then the Employer will pay 100% of the malpractice premium for each employee up to a maximum of One Thousand Dollars (\$1,000.00) per year, provided that the coverage limit is at least \$1 million/\$3 million, the employee is being insured in connection with his or her employment with the Employer, and the employee presents a current Certification of Insurance.

ARTICLE XXI

HEALTH BENEFITS

1. The Employer shall continue to cover the Employees in the County Health Benefits Program. Notwithstanding anything else in this Agreement to the contrary, should the County change in any respect the health and dental benefits provided to other County employees said changes shall also be made to the health and dental benefits provided to the employees covered by this Agreement without prior negotiation.

ARTICLE XXII

PENSION

The Employer shall continue to cover the Employees covered by the Agreement for Pension Benefits through the New Jersey Public Employees Retirement System (PERS) for the duration of this Agreement.

ARTICLE XXIII

MANAGEMENT RIGHTS

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue, or reorganize or combine any Department or Branch of operations with any consequent reduction or other changes in the working force: to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respect to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiently and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE XXIV

RESIGNATION

1. An Employee who resigns shall give the Employer one (1) month's advance notice.

2. An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the-effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment, provided it was possible for the Employee to have given such notice.

ARTICLE XXV

DISCHARGE

The Employer shall not discharge, suspend or discipline any Employee except for just cause.

ARTICLE.XXVI

GRIEVANCE PROCEDURE

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. 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.

2. Definition. The term "grievance" as used herein means a complaint by an Employee that, as to him/her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement, or a dispute or complaint rising between the parties hereto under or out of this Agreement or the interpretation, application, performance, or any alleged breach thereof, and shall be processed and disposed of in the following manner.

3. Presentation of a Grievance. In the presentation of a grievance, the aggrieved shall have the right to present his/her own appeal or to designate a Union representative to appear with him/her. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved and one Union representative who. is an Employee of the Mental Health Center throughout the grievance procedure.

4. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement.

Step 1: The aggrieved Employee and/or his/her own Union delegate shall institute action under the provisions hereof in writing, signed and delivered to his/her Supervisor within thirty (30) working days after they would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

The Supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

Step 2: If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the Director of the Mental Health Center or his/her designee. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation. A representative of the Association or District may be present at this step of the grievance procedure.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance, within the time limit specified in Article XXVI, Section 4.

Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 2 by notice in writing addressed to the Union at its office.

5. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

6. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

7. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Step 1 lacks authority to settle, may initially be presented at Step 2 by the Union representative.

ARTICLE XXVII

ARBITRATION

1. A grievance, as defined in Article XXVI, which has not been resolved thereunder may, within ten (10) working days after completion of Step 2 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the Public Employment Relations Commission. The arbitration shall be conducted under the rules then prevailing of the Public Employment Relations Commission.

2. The fees and expenses of the Public Employment Relations Commission and the arbitrator shall be borne equally by the parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same. 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.

3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

4. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 2 of Article XXVI, and he/she shall have no power to add to, subtract from or modify in any way the terms of this Agreement.

5. A grievance contesting a discharge may, within ten (10) working days after completion of Step 2 of the grievance procedure, be referred for arbitration to an arbitrator selected in accordance with the rules of the Public Employment Relations Commission under its procedure for expedited arbitration.

6. Time limits under this Article may be changed by mutual agreement only.

ARTICLE XXVIII

EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of the Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such. law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXIX

JOINT LABOR/MANAGEMENT RELATIONS COMMITTEE

The Parties agree to establish a joint Labor /Management Relations Committee which will meet to discuss issues involving labor/management relations. The format of the Committee will be established by the parties.

ARTICLE.XXX

EFFECTIVE DATES AND DURATIONS

1. This Agreement shall be in full force and effect for the period commencing January 1, 20015 and ending December 31, 2007.

2. The Employer and the union agree to jointly enter into discussions relative to renewal of this Agreement no later than the ninetieth (90) day, immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement
this 18th day of October, 2005.

SOMERSET COUNTY, BOARD OF
CHOSEN FREEHOLDERS

DISTRICT 1199J, NATIONAL
UNION OF HOSPITAL AND HEALTH
CARE EMPLOYEES, AFSCME AFL-CIO

By _____

By _____

PROFESSIONAL EMPLOYEES
ASSOCIATION OF THE SOMERSET
COUNTY COMMUNITY HEALTH CENTER

NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES,
AFL-CIO

By _____

By _____

STIPULATION I

SOMERSET COUNTY COMMUNITY MENTAL HEALTH CENTER

The bargaining unit(s) covered by District 1199) in Somerset County/Community Mental Health Center referred to in Article I of the Collective Bargaining Agreement between District 1199) and Somerset County are: All professionals employed by Somerset County Community Mental Health Center including but not limited to full-time and part-time psychiatrists, psychologists, assistant chief psychologist, psychiatric social workers, occupational therapist, recreational therapist, mental health aides, coordinator of consultation and education, unit supervisor, branch office supervisors, coordinator of emergency services, partial hospitalization coordinator. The above covered Employees may be defined as the following:

PERMANENT FULL-TIME EMPLOYEE shall mean any individual employed by the County (other than a department head, a division head, or an individual serving in an elected or statutory position) who (1) is regularly scheduled to work five days a week for a minimum of thirty hours each week, (2) has successfully completed his/her probationary period, and (3) whose position is funded by the County.

PERMANENT PART-TIME EMPLOYEE shall mean any individual employed by the County (other than department head, a division head, or an individual serving in an elected or statutory position) who (1) is regularly scheduled to work not less than twenty hours, but not more than thirty hours each week, (2) has successfully completed his/her probationary period, and (3) whose position is funded by the County.

PROBATIONARY FULL-TIME EMPLOYEE shall mean any individual employed by the County (other than a department head, a division head, or an individual serving in an elected or statutory position) who (1) is regularly scheduled to work five days a week for a minimum of thirty hours each week and (2) is serving in a trial working period which extends from the first day of employment for a period of three months and which may be extend up to three additional months. A probationary full-time employee's position may be funded either by the County or by a source other than the County.

PROBATIONARY PART-TIME EMPLOYEE shall mean any individual employed by the County (other than a department head, a division head, or an individual serving in an elected or statutory position) who (1) is regularly scheduled to work not less than twenty hours, but not more than thirty hours each week and (2) is serving in a trial working period which extends from the first day of employment for a period of three months and which may be extended up to three additional months. A probationary part-time employee's position may be funded either by the County or by a source other than the County.

PROVISIONAL FULL-TIME EMPLOYEE shall mean any individual employed by the County (other than a department head, a division head, or an individual serving in an elected or statutory position) who (1) is regularly scheduled to work five days a week for a minimum of thirty hours each week, (2) has successfully completed his/her probationary period, and (3) whose position is funded by a source other than the County.

PROVISIONAL PART-TIME EMPLOYEE shall mean any individual employed by the County (other than a department head, a division head, or an individual serving in an elected or statutory position) who (1) is regularly scheduled to work not less than twenty hours, but not more than thirty hours each week, (2) has successfully completed his/her probationary period, and (3) whose position is funded by a source other than the County.

AGREEMENT

BETWEEN

SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS

and

PROFESSIONAL EMPLOYEES ASSOCIATION
OF THE SOMERSET COUNTY. COMMUNITY
MENTAL HEALTH CENTER

January 1, 2005 - December 31, 2007

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