

Contract no. 1511

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AGREEMENT

Between

SOMERSET COUNTY BOARD OF SOCIAL SERVICES

and

LOCAL 2513, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 1991, - DECEMBER 31, 1992

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PREAMBLE

This Agreement, dated as of the 1st day of January, 1991, and effective the 1st day of January 1991, is entered into by and between the Somerset County Board of Social Services (hereinafter referred to as the "Board" and Local 2513, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

SECTION I

ARTICLE 1

RECOGNITION

In accordance with existing certification, the Board recognizes the Union as the exclusive collective negotiations agent for non-supervisory professional and non-professional employees as set forth below:

Account Clerk  
Senior Account Clerk  
Principal Account Clerk  
Clerk  
Clerk Typist  
Clerk Typist & Interpreter, Bi-lingual in Spanish and English  
Clerk Transcriber  
Senior Clerk Typist  
Senior Clerk Transcriber  
Senior Clerk Stenographer  
Principal Clerk  
Principal Clerk Typist  
Principal Clerk Transcriber  
Principal Payroll Clerk  
Data Control Clerk  
Senior Data Control Clerk  
Principal Data Control Clerk  
Senior Micro-film Operator  
Principal Micro-film Operator  
Data Entry Machine Operator  
Senior Data Entry Machine Operator  
Principal Data Entry Machine Operator  
Telephone Operator and Receptionist  
Senior Telephone Operator and Receptionist  
Personnel Aide  
Purchasing Assistant  
Health Aide  
Senior Health Aide  
Income Maintenance Technician  
Income Maintenance Technician Bi-lingual Spanish & English  
Income Maintenance Worker  
Income Maintenance Worker Bi-lingual Spanish and English  
Income Maintenance Specialist  
Employment Specialist  
Investigator  
Senior Investigator  
Social Service Aide  
Social Service Technician  
Social Service Technician, Bi-lingual Spanish and English  
Social Service Assistant  
Social Worker  
Social Work Specialist

*SSA/Bilingual*

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 and only to the extent that they are specifically modified by this Agreement and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of ~~Public Welfare~~.

*Economic Development*

ARTICLE 3

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 aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions are made. The revocation of this authorization shall be in accordance with the application statutes as presently existing or as may be amended.

ARTICLE 4

TRANSFER OF WELFARE PROGRAM

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



S E C T I O N   I I

ARTICLE 5

HOURS OF WORK

Working hours shall be from 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m., Monday from Friday, or at such other times or on such other days as may be established by the Board after consultations with the Union. A normal work week shall consist of thirty-five (35) hours.

On a work day when the Agency is considered to be closed for the entire normal work day, employees who have been approved for vacation, sick, personal or bereavement days with pay shall not be charged with the time specified in their request.

ARTICLE 6

SALARIES AND COMPENSATION

During the term of this Agreement, employees will be compensated as follows:

Effective January 1, 1991 all Employees currently in Range 8 shall be moved step to step to Range 9 and Range 8 will be abolished.

Effective January 1, 1991 all Account's Clerks currently in Range 9 will be moved step to step to Range 10; all Senior Account Clerks currently in Range 10 will be moved step to step to Range 11; all Principal Account Clerks currently in Range 14 will move step to step to Range 15.

Effectively~~y~~ January 1, 1991, all steps in all ranges shall be increased by 6%, thereby giving all employees a salary increase in that amount.

Effective January 1, 1992, all steps in all ranges shall be increased by 5.5%, thereby giving all employees a salary increase in that amount.

Effective July 1, 1991 all employees shall move 1 step within their Range. *(includes those employed as of 12/31/90)*

Employees will be paid every two (2) weeks, with twenty-six (26) pay periods in a calendar year. If pay day occurs during the time an employee is scheduled to be on vacation, the employee may request and receive his/her paycheck before leaving on vacation in accordance with County policy.

Any Employee covered by this Agreement who is classified with a bilingual Spanish/English variant and is assigned by Administration to provide translation services shall receive a \$300 annual salary differential which will be paid in one annual payment in addition to their base salary.

ARTICLE 7

OVERTIME

Employees covered by this Agreement will be compensated at the rate of time and one-half (1-1/2) in cash compensation for hours in excess of forty (40) in any calendar week. Hours worked on a holiday shall be compensated at time and one-half (1-1/2) in addition to the holiday credit. No overtime shall be incurred without prior written authorization of the supervisor.

Hours worked in excess of thirty-five (35), up to forty (40), will be compensated for by compensatory time off at straight time, and will be scheduled within the next four (4) calendar weeks. In the event compensatory time cannot be scheduled within the next four (4) calendar weeks, the employee will be paid at the straight time hourly rate.

In exception to the previous paragraph, employees who are Social Service Aides shall receive cash compensation at the rate of time and one-half (1-1/2) for all hours worked in excess of 35 in any calendar week.

SECTION III

ARTICLE 8

HOLIDAYS

The following shall be paid holidays:

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

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 Board of Chosen Freeholders of Somerset County declares a holiday for all County employees. Should any of the above paid holidays fall on a Sunday, it shall be celebrated on the following Monday.

ARTICLE 9

VACATION DAYS

Full-time employees shall be granted vacation benefits as follows:

One (1) working day for each full month of service or major fraction thereof during the remainder of the calendar year following date of appointment;

After one (1) year of service through five (5) years of service, twelve (12) working days per year;

After five (5) years of service through twelve (12) years of service, fifteen (15) working days per year;

After twelve (12) years of service through twenty (20) years of service, twenty (20) working days per year;

With the twenty-first (21) year of service and beyond, twenty-five (25) working days per year.

Part-time employees shall be granted vacation benefits on a prorated basis as above.

Vacation requests should be made to the employees' supervisor whenever possible at least one (1) month in advance. The one (1) month in advance request may be waived at the discretion of the employees' supervisor should sudden and unanticipated vacation needs of the employee arise.



ACCUMULATION OF VACATION-DAYS

When, in any calendar year, vacation leave or any part thereof is not granted by reason of pressure of work such leaves or parts thereof not granted shall accumulate and may be carried over to the next succeeding calendar year only.

ARTICLE #10

SICK LEAVE

Sick leave policies shall be in accordance with the following Somerset County policy.

Section 2. Sick Leave During Remainder of First Calendar Year

- A. Full-time employees shall earn one sick leave day for each full month of service during the remainder of the calendar year in which employed. Part-time employees shall earn sick leave time during the remainder of the calendar year in which employed in accordance with the following chart:

Employees who work five, 4-hour days per week shall earn one, 4-hour sick leave day for each full month of service.

Employees who work three, 7-hour days per week shall earn one, 7-hour sick leave day for each full month of service, up to seven days.

Employees who work five, 5-hour days per week shall earn one, 5-hour sick leave day for each full month of service.

Employees who work four, 7-hour days per week shall earn one, 7 hour sick leave day for each full month of service up to nine days.

- B. For the purpose of this policy, all employees hired on or before the 15th of a given month shall earn sick leave time at the end of said month.
- C. During the remainder of the calendar year in which employed, employees may use sick leave days only as earned.

Section 3. Accumulation of Sick Leave Days

- A. At the beginning of each subsequent calendar year, each full-time employee shall be credited with fifteen sick leave days. At beginning of each subsequent calendar year, each part-time employee shall be credited with sick leave days in accordance with the following chart:

Employees who work five, 4-hour days per week shall be credited with fifteen, 4-hour sick leave days.

Employees who work three, 7-hour days per week shall be credited with nine, 7-hour sick leave days.

Employees who work five, 5-hour days per week shall be credited with fifteen, 5-hour sick leave days.

Employees who work four, 7-hour days per week shall be credited with twelve, 7-hour sick leave days.

- B. Full-time employees may accumulate unused sick leave days, but the maximum permissible accumulation shall not exceed 180 days. Part-time employees may accumulate unused sick leave days, but the maximum permissible accumulation shall not exceed the number of days designated in the following chart.

Employees who work five, 4-hour days per week may accumulate up to 180, 4-hour sick leave days.

Employees who work three, 7-hour days per week may accumulate up to 108, 7-hour sick leave days.

Employees who work five, 5-hour days per week may accumulate up to 180, 5-hour sick leave days.

Employees who work four, 7-hour days per week may accumulate up to 144, 7-hour sick leave days.

- C. Any annual sick leave days which would otherwise accumulate thereafter shall earn additional vacation days on the basis of one vacation day for each three sick leave days (Note: for part-time employees who work less than a 7-hour day, the word "day" refers to the number of hours they are regularly scheduled to work in any one, 24-hour period). Excess sick leave days shall be converted to vacation days at the end of each calendar year. For the purposes of this policy, any balance of less than one and one-half excess sick leave days shall not be converted to a vacation day.

#### Section 4. Termination

- A. When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the County, the employee shall receive payment for one-third of his/her accumulation of unused sick leave days carried over from the previous calendar year. The employee shall also receive payment for 1/12 of the sick leave days credited to him/her at the beginning of his/her terminating year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's

last day worked is on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-third of an employee's accumulation of unused sick leave days, there is less than one-half day remaining, the employee shall not receive credit for this.

- B. An employee who resigns not in good standing or who is terminated as a result of disciplinary action shall not receive payment or any accumulation of unused sick leave days, regardless of his/her number of years of service with the County.

#### Section 5. Death

In the event of death of an employee, the employee's survivor, estate, or administrator shall receive payment for the employee's unused sick leave time, regardless of the number of years of service the employee had had with the County, computed in the same manner as it is for an employee who resigns in good standing after ten years or more of service.

#### Section 6. Retirement

When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave days carried over from the previous calendar year, regardless of the number of years of service the employee had with the County. The employee shall also receive payment for 1/12 of the sick leave days credited to him/her at the beginning of his/her retiring year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-half of an employee's accumulation of unused sick leave days, there is less than one-half day remaining, the employee shall not receive credit for this.

### PROCEDURE

#### Section 1. Notification of Sick Leave Use

It shall be the responsibility of all employees to notify their department head no later than the start of their regularly schedule work day if they are ill and find it necessary to use a sick leave day. It shall also be the responsibility of these employees to notify their Department Head daily if their illness or disability continues for longer than one day.

In cases of planned disabilities such as surgery or pregnancy, it shall be the employee's responsibility to notify and submit to the department head a doctor's certificate with a prognosis, dates of anticipated duration of the disability and an expected return to work date; and a request of the type(s) of leave to be used to cover the disability.

In case of grave illness of a spouse, child or parent where an employee wishes to use Sick Leave or accrued Sick Leave, the employee shall submit an "Emergency Leave Request" to the Personnel Office with the recommendation of the Department Head. The application shall include a physician's statement concerning the prognosis and anticipated duration of the patient's illness. The Personnel Office shall submit the completed application to the Freeholders for final approval.

Section 2. Physician's Statements

In an instance where an employee shall be using sick leave days for a period of five working days or longer, the employee must submit a written statement from his/her physician to the employee's Department Head who shall forward it to the Personnel Office for placement in the employee's personnel file. In other instances when the Department Head requests a written statement from the employee's physician, such statement shall also be forwarded to the Personnel Office of placement in the employee's personnel file. Written statements shall consist of a prognosis of the illness, injury or pregnancy; extent and estimated duration of same. A return-to-work statement shall also be required.

Section 3. Physical Examinations

If an employee is required to undergo a physical examination by a County-designated physician, the appointment shall be arranged through the Personnel Office, and the employee shall be notified by that office.

Section 4. Recording Sick Leave Use

- A. Each pay period all Department Heads shall have their employees record any sick leave time taken during that period on the "Time Sheets," as described in the Time Sheet Instructions on page 59.

B. The Personnel Office shall maintain a "Memorandum of Employee's Leave Balances" sheet on each employee for each year, and shall record monthly any sick leave time that the employee has taken. At the end of each calendar year, the number of sick leave days used by each employee will be totaled. This figure shall appear as the "Balance Last Year End" on the following year's "Memorandum of Employee's Leave Balances" sheet, a copy of which shall be sent to the employee's Department Head. The "Memorandum of Employee's Leave Balances" sheet for the calendar year just completed shall be placed in the employee's personnel file.

ARTICLE 11

EXTENDED SICK LEAVE

The Board agrees to implement the Somerset County "Extended Sick Leave" plan attached and made a part hereof, with the following amendments:

1. Reference to the County Personnel Office shall be construed to mean the Office of the Director, Somerset County Board of Social Services.

2. Any personal days earned during extended sick leave cannot be carried over to the next calendar year as indicated in Article 13.

3. When the employee is on extended sick leave for the full month or major fraction thereof, he or she shall receive vacation or sick leave benefits on a prorated basis as is indicated for employees in part time status in Article 9, Vacation Days and Article 10, Sick Leave, and they shall be credited for these days as stated in the above plan.

4. Full time employees will become eligible for extended sick leave benefits On the first day of the month following the date that the employee~~X~~ Completed at least three (3) months of continuous active employment with the Board. In the event that an employee's illness or disability does not arise out of or in the course of any employment and continues for a prolonged period and the employee has exhausted his/her accumulation of unused sick leave days, upon receipt of medical evidence

of the total disabilities, the Board may extend sick leave benefits to the employee while the employee is under the care of a licensed physician and the disability continues for each week or portion thereof, but not to exceed the maximum period of twenty-six (26) weeks at the rate of 50% of the employees daily salary.

5. An employee must be unable to perform duties required by the Board, and not be engaged in any gainful occupation, nor shall the employee be entitled to this benefit if the employee is receiving a disability benefit from Workers Compensation or Federal Social Security or similar legislation.

#### EXTENDED SICK LEAVE

#### POLICY

##### Section 1. General

In the event that an employee's illness; disability; or incapacitation caused by pregnancy, childbirth and confinement continues and the employee has exhausted his/her accumulation of unused sick leave days, extended sick leave benefits may be available to him/her for a maximum period of twenty six (26) continuous weeks at the rate of 50% of the employee's base salary, which continuous 26 week period may extend into the next calendar year. However, no employees will be entitled to more than 26 weeks in any one calendar year.

##### Section 2. Conditions of Eligibility

Extended sick leave benefits shall be available to employees who meet all of the following conditions:

- A. An employee shall have completed his/her probationary period and shall be permanent or provisional, and a non-classified employee shall have completed three months of service with the County.



- B. An employee shall have exhausted his/her accumulation of unused sick leave days and shall have continued to be ill; disabled; or incapacitated due to pregnancy, childbirth and recuperation.
- C. An employee must be under the Care of a legally licensed physician and must have that physician complete an "Extended Sick Leave Application" and submit it to the Personnel Office prior to the expiration of the employee's accumulation of unused sick leave days.
- D. An employee on extended sick leave shall be required to produce periodic written statements from his/her physician advising of the nature, extent, and estimated duration of the illness; disability; or incapacitation due to pregnancy, childbirth or recuperation, as well as a return-to-work statement. An employee on extended sick leave may, at any time, be required to undergo a physical examination by a County designated physician.

Section 3. Exceptions of Eligibility

- A. Extended sick leave shall not be permissible beyond recuperation period for childbirth unless for complications which are fully documented by the physician.

Section 4. Status of Benefits

- A. For the purposes of computing an employee's total length of service with the County, any period of extended sick leave shall not be considered a break in service, and the employee shall be able to accumulate service credit during the entire period of extended sick leave.
- B. If an employee is on extended sick leave for the last seven or less consecutive work days of a given calendar year and continues to be on extended sick leave into the following calendar year, he/she shall be credited with vacation, sick leave, and personal days as if he/she had been working. If an employee is on extended sick leave for longer than the last seven consecutive work days of given calendar year and continues to be on extended sick leave into the following calendar year, he/she shall be credited with vacation, sick leave, and personal days upon return from extended sick leave. If an employee is on extended sick leave sometime during the remainder of the calendar year in which he/she is hired, he/she shall be credited, upon return from extended sick leave, with those vacation, sick leave, and personal days he/she would have earned had he/she continued working.

- C. If a County-recognized holiday occurs while an employee is on extended sick leave, and if the employee would have received pay for this holiday had he/she been working, the employee shall receive half pay for the holiday but shall not receive half pay for extended sick leave.
- D. An employee on extended sick leave shall not be eligible for bereavement leave.

Section 5. Computation of Extended Sick Leave

Computation of payment for extended sick leave benefits shall be made on the basis of the number of hours normally scheduled for the employee to work per day, whether on full-time or part-time basis.

Section 6. Maximum Use of Extended Sick Leave

If an employee has exhausted the maximum of 26 weeks of extended sick leave, a statement shall be requested from his/her physician concerning the employee's ability to return to work. If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the employee shall be terminated or retired. Such termination shall be considered to be in good standing. If the employee's physician states that the employee is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date or to a different position, the employee shall have the choice to terminate or be placed on a leave without pay. An employee who is placed on leave without pay shall be required to produce periodic written statement from his/her physician concerning the condition and may, at any time, be required to undergo a physical examination by a County-designated physician. If such employee desires, he/she shall be considered for any County vacancy that he/she would be capable of performing, as certified by his/her physician.

PROCEDURE

Section 1. Application for Extended Sick Leave

When it becomes apparent that an employee will be exhausting his/her accumulation of unused sick leave days, the employee or his/her department head shall immediately notify the Personnel Office. An "Extended Sick Leave Application" shall then be sent to the employee for his/her physician to complete. The completed "Extended Sick

"Leave Application" must be returned to the Personnel Office prior to the expiration of the employee's accumulation of unused sick leave days so that it can be processed and so that a determination as to eligibility can be made. In the event that the completed "Extended Sick Leave Application" is not returned to the Personnel Office prior to the expiration of an employee's accumulation of unused sick leave days, the employee shall be placed on leave without day until the completed "Extended Sick Leave Application" is received by the Personnel Office and a determination is made. If, in such a instance, it is determined that an employee is eligible to receive extended sick leave payments, the employee would then be reimbursed retroactively to the date he/she was first placed on a leave without pay.

Section 2. Recording Use of Extended Sick Leave

- A. Each pay period all department heads shall have their employees record any extended sick leave taken during that period on the "Time Sheets," as described in the Time Sheet Instructions on Page 59.
- B. The Personnel Office shall maintain a "Memorandum of Employee's Leave Balances" sheet on each employee for each year, and shall record monthly any extended sick leave days that an employee has taken, maintaining a record of the total length of extended sick leave taken by an employee in each calendar year.

Section 3. Return to Work

On the first day of an employee's return to work after extended sick leave, the employee shall submit a return-to-work statement from his/her physician to his/her Department Head. The department head shall forward this statement to the Personnel Office for placement in the employee's personnel file. In addition, the employee should telephone his/her Department Head as well as the Personnel Office prior to returning to work so that arrangements can be made to change the employee's status from half day to full pay.

Section 4. Maximum Use of Extended Sick Leave

Three weeks prior to the expiration of the 26th week of extended sick leave, the Personnel Office shall send a letter to the employee requesting him/her to obtain a statement from his/her physician concerning the employee's ability to return to work. The statement from the

physician must be received in the Personnel Office no later than one week before the expiration of the 26th week of extended sick leave. If this statement is not received by the Personnel Office in the time limit specified, the employee shall be placed on an unauthorized leave without pay after the expiration of the 26th week of extended sick leave. A certified letter shall be sent to the employee advising him/her of this action and advising that failure of the Personnel Office to receive the required statement within five working days of receipt of the warning letter shall result in the employee's services being terminated. Such termination shall not be considered to be in good standing.

If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the Personnel Office shall process the necessary forms to terminate or retire the employee.

If the physician certifies that the employee is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date, the Personnel Office shall process the necessary forms to place the employee on a leave without pay.

If a vacancy does not exist within the Department to which the employee can qualify nor a vacancy to which the employee can transfer, the employee shall have the choice to terminate employment, or terminate from the Department and be placed on leave without pay.

An employee who has been placed on a leave without pay may not return to work unless he/she follows the steps outlined in Section 3 of this procedure.

ARTICLE 12

HEALTH BENEFITS

1. The Board agrees to continue those benefits which were in existence on December 31, 1990, for the term of the Agreement. ~~These benefits consist of either (a) or (b) below, at the employees option:~~

a. Blue Cross/Blue Shield 14/20 Series, Rider J, Major Medical covering employee and his/her family -- non-contributory.

b. Rutgers Community Health Plan -- Health Maintenance Organization and Supplemental Benefits.

2. Dental Plan - The Dental Plan in effect on December 31, 1988, will be continued for the term of this Agreement. Parties agree that if an expanded Dental Plan is implemented for a majority of County employees, the plan will immediately become effective for the employees of the Board.

3. The parties agree that if a Prescription Plan is implemented for a majority of County employees, that plan will immediately become effective for the employees of the Board.

4. Vision Care Plan - Each employee and each eligible dependent is entitled to one (1) reimbursement during the two (2) year period January 1, 1991 to December 31, 1992.

This reimbursement will not exceed \$75.00 for single lenses of \$85.00 for bifocal or trifocal lenses. *J. G. ...*

Employees may receive this benefit by obtaining a receipted bill from the optician which clearly indicates the full name of the recipient of the glasses and type of lens, i.e., single, bifocal or trifocal, and the dollar amount. The receipt should then be given or sent to their Director of Welfare or to the person designated for this purpose at the Agency.

Reimbursement will be by check on supplemental pay days.

Eligible dependents for this program are the same as described in the Health Benefits Plan indicated in paragraph 1.

#### DENTAL PROGRAM

#### POLICY

##### Section 1. General

Employees, with the exception of temporary or probationary employees, are eligible to enroll into the County Dental Program provided by Blue Shield of New Jersey.

The employee's effective date of coverage shall be the first of the month after successful completion of the probationary period.

An employee's dental coverage shall remain in effect while the employee is on an approved paid leave of absence such as vacation, sick leave, extended sick leave, etc.

IMPORTANT: The general policy governing the County's Dental Program is described below. For a more detailed description and clarification of benefits, regulations, exclusions, etc., employees shall be guided by publications issued by Blue Shield. Any new regulations, changes or provisions adopted by the Board of Chosen Freeholders shall take precedence over the existing policy.

##### Section 2. Dental Program

In this plan, preventative/diagnostic dental services are provided at 100% of the usual, customary or reasonable

(UCR) fee charged by dentists. Basic therapeutic/treatment, additional basic services and periodic are provided at 60% of UCR.

Section 3. Cost of Dental Program

There shall be no cost to the employee if he/she elects to enroll in the Dental Program.

PROCEDURE

Section 1. Enrollment and Charges

Enrollment of New Employees

On the first day of employment, an employee shall complete an enrollment card, either electing single coverage or rejecting coverage entirely. The Personnel Office shall give the employee a booklet describing the benefits and shall inform the employee of the effective date of coverage.

If an employee elects enrollment in the Dental Program he/she shall receive identification cards through inter-office mail, approximately four to five months after beginning work with the County.

Section 2. Leave Without Pay

If an employee is on an approved leave of absence without pay, dental coverage shall be continued at the expense of the County.

Section 3. Retirement or Termination

Dental coverage shall cease on the first of the month following the first full month for which salary was not received.

Section 4. Submitting Claims Under the Dental Program

If any employee goes to a dentist, the employee should show the dentist the Blue Shield Dental Identification Card. If precertification is required for any services to be performed, the dentist should complete the treatment plan portion of the claim and receive approval from Blue Shield prior to rendering the service.

Participating dentists will submit claim to Blue Shield and will be paid directly for eligible employees. Em-

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ployees will receive notification from Blue Shield of the amount of payment. If services are rendered by a non-participating dentist, payment for covered services will be made directly to the employee.



ARTICLE 13

BEREAVEMENT PERSONAL DAYS AND JURY DUTY

1. Employees who have completed at least one (1) year of service shall be granted up to three (3) personal days with pay per calendar year. Employees with less than one (1) year of service shall earn personal days at the rate of one (1) day for each four (4) months of service.
2. Personal excused absence days shall be granted subject to the prior approval of the Department Head and <sup>will</sup> ~~all~~ not be used in conjunction with vacation but may be used in conjunction with sick leave or holidays.
3. Personal excused absence days and bereavement days shall not accumulate from year to year.
4. Bereavement leave shall be in accordance with the following Somerset County bereavement policy.

BEREAVEMENT LEAVE

POLICY

Section 1. General

If required, an employee may be granted excused absence with pay for a death in the immediate family and attendance at the funeral. Immediate family shall be limited to father, mother, father-in-law, mother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, or a step or half relation of a similar nature. In the event of the death of other relatives or in-laws, an employee may request a vacation day(s), personal day(s), or a leave without pay. Temporary employees shall be eligible for bereavement leave.

Section 2. Length of Bereavement Leave

Full-time employees may be granted up to five days of bereavement leave. Part-time employees may be granted bereavement leave in accordance with the following chart:

Employees who work five, 4-hour days per week may be granted up to five, 4-hour days of bereavement leave.

Employees who work three, 7-hour days per week may be granted up to three, 7-hour days of bereavement leave.

Employees who work five, 5-hour days per week may be granted up to five, 5-hour days of bereavement leave.

Employees who work four, 7-hour days per week may be granted up to four, 7-hour days of bereavement leave.

Jury Duty

When four (4) day work week employees are scheduled for Petit Jury Duty, they shall be switched to a five (5) day work week for the duration of their Petit Jury Duty.

ARTICLE 14

INSURANCE AND RETIREMENT BENEFITS

The Board agrees to participate to the extent required by law in the New Jersey Public Employees Retirement system.

ARTICLE 15

EDUCATIONAL LEAVE

Leave of absence without pay shall be granted to permanent employees who are veterans desiring to further their education under the G.I. Bill of Rights or other federal authorization providing educational opportunities for veterans. Such leave shall be approved for the period of training up to one school year and such leave shall be reviewed on request until the veteran employee has completed his educational work under the appropriate federal authorization. If any veteran employee on leave hereunder is released from the institution which he is attending or discontinues such attendance for any reason, authorized leave of absence will terminate automatically, and he must return to duty within thirty (30) days of the effective date of such release. Failure to return within the authorized period will result in loss of status and separation from the service. An employee desiring leave for educational purpose shall request such leave in advance, specifying the institutions which he is to attend, the date of matriculation, the course or courses to be taken, and the probable length of attendance.

Leaves of absence for non-veterans for further educational training may be granted, at the discretion of the County Welfare Board, on the merits of the individual case in the same manner as any other leave of absence without pay, except that the limitation of one year otherwise applicable to leaves of absence

without pay shall not apply to leaves of absence without pay for educational purposes. Educational leaves of absence without pay granted non-veterans, however, will not exceed two consecutive years, provided there is a return to active duty of at least one month between the two periods of leave.

ARTICLE 16

LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted at the discretion of the Board to permanent employees for any reason considered good by the Board, for a period of not to exceed six (6) months at any one time, subject to approval by the Division of ~~Public Welfare~~ Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission regulations. In all cases, a letter of request from the employee setting forth the reasons why leave is desired and the dates for commencing and terminating the leave shall be submitted to the Board. No leave of absence without pay shall become effective without prior approval of the Board and/or the Welfare Director.

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

ARTICLE 17

MATERNITY LEAVE

Maternity leave is currently covered under sick leave (Article 10), extended sick leave (Article 11) and Leave Without Pay (Article 16).

ARTICLE 18

PART-TIME EMPLOYEES

Part-time employees who work at least 20 hours per week shall have the same rights and privileges under this contract as full-time employees, with the following limitations: part-time employees shall receive holidays, vacation, sick leave and extended sick leave on a prorated basis.



SECTION IV

ARTICLE 19

SENIORITY

1. Seniority, which is defined as continuous employment in grade with the Board, will be given due consideration by the Board with respect to promotions, transfers, demotions, layoffs and recalls.

2. The Board agrees to supply current seniority lists to the Union on a semi-annual basis.

3. In scheduling vacations and personal days, preferences will be based on seniority from date of hire. In the event two or more persons have the same in-grade seniority date, the one with more time in service with the Agency shall be considered as having greater-seniority.

4. For Promotion purposes, relevant experience with the Somerset Board of Social Services, will be considered and given credit to the same extent as relevant experience with another agency.

ARTICLE 20

JOB POSTING

Existing or planned job vacancies will be posted and dated on the bulletin board. The posting will include any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application. Said application must be made within ten (10) working days, if possible, of posting. A copy of the posting and job specification will be given to the Union President.

ARTICLE 21

PERSONNEL FILES AND EVALUATIONS

1. A duplicate copy of the evaluation by the immediate supervisor which is required for probationers shall be given in its entirety to the respective employee.

2. Each employee shall be notified of an evaluation of his/her performance and receive a copy of this evaluation with his/her supervisor.

3. All employees shall be notified of any documents to be entered into their personnel files and be given a copy of that document(s), upon request.

4. An employee by request for appointment shall have access to examine his/her own personnel file during office hours at a reasonable time set by the employer.

5. The signature of the employee affixed to any document does not indicate in any way that the employee agrees with the contents of the documents or file. The employees' signature is affixed to show only that the documents or file have been reviewed in accordance with this Agreement. The employee shall have the right to respond in writing to any document in the file. Such response shall become a part of the personnel file unless a result of the response, the questioned document is removed or destroyed.

ARTICLE 22

DISCIPLINE

1. Major or minor discipline of an employee shall be imposed only for just cause. The Union recognizes the Board's right and obligation to impose and implement disciplinary actions. The parties agree that prior to implementation of suspensions of not more than five (5) days as a matter of general practice and intent, and where in the judgment of the Director of Welfare such suspension is not directed at the immediate need to maintain safety, order or effective direction of work assignments, suspensions will not be implemented until after a three (3) day period of notification within which time the Local President of the Union, representing the involved employee, may undertake informal discussion with the Director or his/her designee.

2. Where the Director of Welfare, or his/her designee, imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. A copy of such notice shall be given to the Local Union President.

3. The Director of Welfare or his/her designee, who shall not be an individual who was personally involved in the facts of the dispute will convene and conduct a Departmental hearing in accordance with N.J.A.C. 4A:2-1.1 et seq. At any such

disciplinary hearing, the employee may elect to be represented by  
the Local Union President or another individual designated by the  
Union.

*(Anything beyond an oral warning)  
(for bargaining unit only)*

*Change \**

4. In the event that discipline of an employee involves suspension of five (5) days or less a grievance may be filed under Article 23. In the event that discipline of an employee involves suspension of more than five (5) days and other penalties as indicated in N.J.A.C. 4A:2-2.2, the following procedure shall be utilized:

a. The employee may request or petition the Personnel Officer of the Division of ~~Public Welfare~~ *Economic Security* in lieu of the Civil Service Commission for a hearing. Such request, pursuant to Civil Service Rules, must be received by the Personnel Officer within twenty (20) days from the date of receipt by the employee of the final notice of disciplinary action. The Civil Service Law and the Rules and Regulations promulgated thereunder shall govern the disposition by the Personnel Officer of such a request or petition. In the event the employee involved elects the Civil Service procedure as provided above, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal as provided in the disciplinary for arbitration process.

b. The Union may elect to appeal the matter to disciplinary arbitration provided that such an appeal is joined by the employee in writing. The employee shall not be denied the

~~right to appropriate representation. The election of this~~  
procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service procedure provided above.

c. All waivers or elections will be made in writing by the employee involved on a form to be provided for such purposes.

d. An appeal to disciplinary arbitration may be brought only by the Union, through its Council Representative, by mailing a written request for disciplinary arbitration by certified or registered mail to the County Director of Welfare, which must be postmarked within thirty (30) calendar days from the date of receipt by the employee of the final notice of disciplinary action. A request for disciplinary arbitration shall contain the name of the employee involved, a copy of the original appeal, the notice of discipline and any written decision rendered concerning the matter.

e. The selection of the arbitrator shall be determined on the same basis as indicated in the grievance procedure.

f. Arbitrators in disciplinary matters shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor modify any of the provisions of this Contract by any award. The arbitrator's decision with respect to guilt, innocence

or penalty shall be final and binding upon the parties. In the event the arbitrator finds the employee guilty, he may approve penalty as appropriate to the circumstances, in accordance with this Contract however, removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the employee innocent or modifies a penalty he may order reinstatement with back pay for any part of an imposed suspension or reduction in grade or period that the employee was dismissed from service. Should the arbitrator's award provide reinstatement with back pay, the employee may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding thirty-five (35) hours per week or seven (7) hours per day, less any deduction required by law, or other offsetting income for the back pay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions of the facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis.

g. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.



h. Nothing in this Article shall be construed to limit the right of the County to implement any disciplinary action notwithstanding the pendency of an appeal proceedings.

5. The following shall constitute the disciplinary appeal procedure rights for provisional employees, who have been employed in such capacity for a minimum of six (6) months.

a. In disciplinary; matters of suspension of more than five (5) days, except dismissal from service, such employees shall be entitled to utilize the provisions of this Article only to Departmental hearing level.

b. In disciplinary matters involving dismissal from service, such employees upon written request shall be entitled to a conference with the Director or his/her designee, to discuss the matter. The Director, or his/her designee, may conduct an administrative investigation of the matter.

c. In no event shall the provision of this Article apply where the employee is being removed as a result of the certification of a Civil Service eligible list.

d. Nothing in this Article shall be construed as a waiver of rights of any employee may have under Civil Service Statute or the Civil Service Rules and Regulations.

6. Oral warnings shall not be subject to the provisions of this Article and the Article pertaining to grievances.

ARTICLE 23

GRIEVANCE PROCEDURE

A. Purpose: 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 and having the grievance adjusted without the intervention of the Union.

B. Definition: The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement, which is subject to the grievance procedure outlined herein, and shall hereinafter be referred to as a "contractual grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board, which shall be processes up to and including the Board, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance: In the presentation of a grievance, the aggrieved shall have the right to present his/her own appeal or to designate a Union representative to

appear with him/her. The Board 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 Board, through out the grievance procedure.

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

STEP 1 - The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his/her supervisor within five (5) working days after they would reasonably be expected to know of its occurrence. Failure to act within said five (5) 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. A Union steward may participate at the request of the employee.

STEP 2 - In the event satisfactory settlement has not been reached, the aggrieved shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination of STEP 1. The Director of Welfare, or his/her designee, shall render his/her decision within five (5) working days after the receipt of the complaint. The Union Steward, or local Union officer, may participate at the request of the employee.

~~STEP 3 - Should the aggrieved disagree with the decision~~  
of the Director, or his/her designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the aggrieved files his/her statement with the Board shall review the decision of the Director, together with the disputed areas submitted by the aggrieved. The aggrieved and/or Union representative may request an appearance before the Board. The Board will render its decision within ten (10) working days after the Board meeting at which the matter has been reviewed. If necessary, a special Board meeting will be held to hear the appeal prior to the next regularly scheduled Board meeting. All members of the Board are members of a committee to hear appeals. However, a decision can be made by a minimum of three (3) Board members, which shall be the decision of the Board. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

STEP 4 - Any unresolved contract grievance (as defined in the B.1. Definition), except matters involving appointment, promotion or assignment, or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Board's decision.

a. It is understood and agreed between the parties that the subject of change in wages shall not be subject to binding arbitration.

b. ~~Nothing in this Agreement shall be construed~~  
as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to Civil Service is available, the individual may present his complaint to the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

d. The arbitrator shall be selected by agreement between the parties from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission.

e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

f. The decision or award of the arbitrator shall be final and binding on the Board, the Union and the grievant or grievants, to the extent permitted by and in accordance with applicable law and this Agreement.

g. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Board's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

h. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

i. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

j. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

k. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

1. Grievance resolutions or decisions at STEPS 1 through 4 shall not constitute a precedent in any arbitration or other proceeding, unless a specific agreement to the 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.

Miscellaneous:

1. Union representation does not preclude representation by an attorney.

2. A minority organization should not present or process grievances.

3. Should the grievant elect to present his own grievance, without Union representation, he should so indicate on the grievance form in the procedural STEP 1.

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

SECTION V



ARTICLE 24

NON-DISCRIMINATION

The Board and the Union agree that there shall be no discrimination against any employee because of age, creed, sex, marital status, race, religious or political affiliation or opinion, national origin, physical handicaps or Union membership.

ARTICLE 25

UNION ACTIVITY

1. The Board agrees to grant officially elected delegates of the Somerset County Board of Social Services Local Union time off with pay for the purpose of attending Union conventions and/or conferences, provided that:

a. Total time off does not exceed an aggregate of ten (10) working days in any one (1) calendar year.

b. Not more than two (2) such Union delegates shall be permitted to attend such convention or conference at any one time, except that the five (5) shop stewards shall be able to attend a one (1) day training session once per year.

c. Written request specifying the amount of time off is to be received by the Board at least five (5) days in advance of the granting of each time off. Under certain circumstances this five (5) day period may be waived by the Board.

2. Labor Management Meeting - The employer and two (2) people representing the Union shall meet quarterly for the purpose of reviewing the administration of this Agreement and to discuss other matters of mutual interest. These meetings are not intended to bypass the grievance procedure nor to be considered collective bargaining meetings, but rather are intended as a means of fostering good employment relations through communications between the parties. Either party may submit their part of the agenda one (1) week prior to such meetings. Union represen-

tatives shall be granted ~~time off during working hours to attend~~ without loss of pay.

3. New Employees - The Union may supply membership packets which contain certain information for distribution to new employees during the initial phase of employment. The Board will provide a fifteen (15) minute period during the new employee's training period to allow an AFSCME Council Representative or the President of the Union to meet and explain the Union's responsibilities.

4. Bulletin Board Use - The Board shall allow a section of each bulletin board to be used by the Union or wherever possible, space for the Union to place its own bulletin board.

SECTION VI

ARTICLE 26

SEPARABILITY AND SAVINGS

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

ARTICLE 27

FULLY-BARGAINED PROVISION

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

ARTICLE 28

CIVIL SERVICE REGULATIONS

The parties agree to be bound by all applicable Civil Service Regulations covering transfers, reassignments, promotions, discipline and layoff.

ARTICLE 29

DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 1991, and shall remain in full force and effect through December 31, 1992. Negotiations on the successor contract shall commence at least ninety days prior to the expiration date of this Agreement upon written notice by one party to the other.

Somerset County  
Board of Social Services

Michael Pappan  
Nancy Jane House  
Dr. M. French  
Cornelia B. Thum

Local 2513  
AFSCME, AFL-CIO

Ricardo Hernandez  
Giovanna Pedde  
Gene P. Kehoe  
Jill Field-Treasure