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A G R E E M E N T

between

SOMERSET COUNTY, NEW JERSEY WELFARE BOARD

and

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

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Labor Relations

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PREAMBLE

This Agreement, dated the 18 day of October, 1978, and effective the First day of January, 1978, is entered into by and between the Somerset County Welfare Board (hereinaft referred to as the "Welfare Board") and Local 2513, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

In accordance with existing certification, the Somerset County Welfare Board recognizes the Union as the exclusive collective negotiations agent for non-supervisory professional and non-professional employees as per Appendix I.

CLERK	PRINCIPAL CLERK BOOKKEEPER
CLERK TYPIST	SENIOR MICROFILM OPERATOR
SENIOR CLERK TYPIST	HEALTH AIDE
PRINCIPAL CLERK TYPIST	SOCIAL SERVICE AIDE
TELEPHONE OPERATOR RECEPTIONIST	SOCIAL SERVICE TECHNICIAN
CLERK TRANSCRIBER	SOCIAL SERVICE TECHNICIAN (ENGLISH AND SPANISH) (BILINGUAL)
SENIOR CLERK TRANSCRIBER	INCOME MAINTENANCE TECHNICIAN
SENIOR CLERK STENOGRAPHER	INCOME MAINTENANCE SPECIALIST
CLERK TYPIST AND INTERPRETER (ENGLISH AND SPANISH) (BILINGUAL)	INVESTIGATOR CWA
CLERK BOOKKEEPER	SOCIAL WORKER
SENIOR CLERK BOOKKEEPER	SOCIAL WORK SPECIALIST

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.

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 applicable statutes as present 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 Somerset County Welfare Board Personnel transferred to employment under the Federal or State Government Welfare Program be continued.

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 through Friday, or at such other times or on such other days as may be established by the Welfare Board after consultations with the Union. A normal work week shall consist of 35 hours.

ARTICLE 6

SALARIES AND COMPENSATION

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

1. Effective January 1, 1978 or subsequent date of appointment, all employees shall have their salaries adjusted step to step in accordance with the appropriate Appendices reflected in Ruling II in effect 1/1/78.

2. For the purposes of adopting an annual quarterly anniversary date system, all employees hired prior to 1/1/78 shall have an anniversary date of 1/1/78. Such employees, providing that they are not at the maximum of their salary range, shall advance a step on 1/1/78 and thereafter shall be entitled to a merit increment on their anniversary date of January 1 providing their services continue to be satisfactory.

3. All employees hired on or after 1/1/78 shall have an anniversary date applied in the following manner and they will be entitled to a merit increment on their anniversary date providing their services are satisfactory:

a. Employees hired in January, February and March shall have an anniversary date of April 1st of the following year.

b. Employees hired in April, May and June shall have an anniversary date of July 1st of the following year.

c. Employees hired in July, August, and September shall have an anniversary date of October 1st of the following year.

d. Employees hired in October, November and December shall have an anniversary date of January 1st of the second year following the date of hire.

4. Effective 1/1/79 or subsequent date of appointment, all employees shall have their salaries adjusted step to step in accordance with the appropriate Appendices in Ruling II in effect 1/1/79.

5. Effective 1/1/80 or subsequent date of appointment, all employees shall have their salaries adjusted step to step in accordance with the appropriate Appendices in Ruling II in effect 1/1/80.

6. In 1979, each employee, as previously indicated in paragraphs 2 and 3, who has completed at least one (1) year of satisfactory service shall be entitled to a merit increment on their anniversary date.

7. In 1980, each employee, as previously indicated in paragraphs 2 and 3, who has completed at least one (1) year of satisfactory service shall be entitled to merit increments on their anniversary date.

8. Additional Cash Compensation:

a. A one-time payment of Two Hundred Fifty (\$250.00) Dollars shall be payable as soon as practicable in the calendar year 1978 to each employee on Range 12 and below provided that he/she shall have completed at least one (1) year of continuous service with the agency as of 1/1/78.

b. A one-time cash payment of Two Hundred Fifty (\$250.00) Dollars shall be payable during the first pay period of 1979 to each employee on Range 12 and below provided that he/she shall have completed at least one (1) year of continuous service with the agency as of 1/1/79.

9. In addition thereto, all employees shall receive the following additional amounts as longevity payments in accordance with the following schedule upon the completion of the number of continuous years of service with the Board set forth herein. Such payments shall be based upon the salary of such employee on the date of completed service, and shall not be based upon the one-time cash payment, longevity payment or the value of other benefits. Such payments shall be received as part of the employees salary in their regular semi-monthly paychecks pro-rated over the year, and subject to pension and other deductions.

<u>Employee Who Shall Have Completed At Least:</u>	<u>But Not More Than:</u>	<u>Longevity Percentage To be Applied to Wage Rate:</u>
5 years (and at maximum step of the salary range for at least one year)	10 years	1.75
10 years	15 years	1.75
15 years	20 years	2.75
20 years	25 years	3.00
25 years	_____	3.50

10. In the event an employee is demoted, such employee's salary shall be reconstructed to the appropriate step in the

lower position title range in accordance with revised Ruling in effect at the beginning of the calendar year as indicated in paragraphs 1, 4, and 5.

11: In the event an employee is in jeopardy of being denied a merit increment on his/her anniversary date because of unsatisfactory job performance, such employee shall be notified in writing by the supervisor at least three (3) months prior to the anniversary date. Such notification shall indicate areas of unsatisfactory performance. In such cases, the employee shall be given adequate opportunity to improve the deficient areas of performance in order to be eligible for a merit increment. If the Supervisor determines that the employee's performance has been sufficient to justify a satisfactory rating by the anniversary date, the employee shall be entitled to a merit increment on his/her anniversary date.

ARTICLE 7

OVERTIME

Employees covered by this Agreement will be compensated at the rate of time and one-half in cash compensation for hours in excess of 35 hours in any calendar week. Hours worked on a holiday shall be compensated at time and one-half in addition to the holiday credit. Overtime will be computed at the rate of one and one-half times the regular hourly rate of that employee. No overtime shall be incurred without prior authorization of the supervisor.

With the approval of the Director, an employee may elect to take compensatory time off in lieu of cash compensation. In no case, however, shall the option of electing compensatory time off or cash compensation be made a condition of the approval of overtime.

ARTICLE 8

HOLIDAYS

The following shall be paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
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 Welfare 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 year of service through five (5) years of service, twelve (12) working days per year;

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

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

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

Part time Employees shall be granted vacation benefits on a pro-rated basis as above and in accordance with Ruling II.

Vacation requests should be made to the Employee's 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 Employee's 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

1. New employees shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, or major fraction thereof, in the first calendar year. Thereafter, employees shall be entitled to a total of fifteen (15) days of sick leave per calendar year. Sick leave days may be accumulated from year to year.

2. Part-time employees shall receive sick leave on a prorated basis as indicated above and in accordance with Ruling 11.

3. All employees who retire from PERS (as contrasted to resignation, termination or withdrawal) after January 1, 1978 shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided such payment shall not exceed \$12,000.

ARTICLE 11

EXTENDED SICK LEAVE

The Somerset County Welfare 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 Welfare Board.

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 pro-rated 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 of the month following the date that the employee completed at least three 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 disability, 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 26 weeks at the rate of 50% of the employee's 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 Workmen's Compensation or Federal Social Security or similar legislation.



EXTENDED SICK LEAVE

POLICY

Section 1. General

In the event that an employee's illness or disability continues for a prolonged period, 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 26 weeks at the rate of 50% of the employee's base salary. Extended sick leave may not be used for maternity cases unless there are medical complications to the employee resulting from the delivery.

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 or disabled.
- C. An employee must be under the care of a legally licensed physician and must have that physician complete an "Extended Sick Leave Application"²² and submit it to the Personnel Office prior to the expiration of the employee's accumulation of unused sick leave days.

²² See page 196.



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- 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 or injury, 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 to Eligibility

- A. An employee who has exhausted the maximum of 26 weeks of extended sick leave in any one calendar year (regardless of whether or not it was taken in relation to the same illness or injury, or whether the 26 weeks was taken at one time or throughout the year) shall not be eligible to receive extended sick leave benefits during the remainder of said calendar year.
- B. Since the age of 65 is the normal age for retirement and that age at which Social Security benefits are available, extended sick leave benefits shall be available to employees up to their 65th birthday.

Section 4. Status of Benefits

- A. For the purpose 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.

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 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 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

*Approved by
3/27/78
County Board of Freeholders*



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Approved By:
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- 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 a 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 the conclusion of extended sick leave, but shall be able to at a later date, the employee shall be placed on a leave without pay. An employee who is placed on a leave without pay shall be required to produce periodic written statements 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 an 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.



PERSONNEL POLICIES

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The Board of Chosen Freeholders

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 a leave without pay until the completed "Extended Sick Leave Application" is received by the Personnel Office and a determination is made. If, in such an 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" sheet²³ 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.

²³ See page 195.

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 pay 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.



PERSONNEL POLICIES

Approved By:
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If the physician certifies that the employee is unable to return to his/her present position but could return to a job having different duties as described by the physician, and if the employee so desires, the employee should notify the Personnel Office of his/her wish to be considered for such vacancies. Until which time as such a vacancy should occur, the Personnel Office shall process the necessary forms to place the employee on a 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.

Issued By:
Susan E. Debrinsky

Effective Date:
July 1, 1978

ARTICLE 12

HEALTH BENEFITS

1. The Somerset County Welfare Board agrees to continue those health benefits which were in existence on January 1, for the term of the agreement. These benefits consist of either A or B below, at the employees option:

A. Blue Cross/Blue Shield 750 Series, Rider J, Major Medical covering employee and his/her family--noncontributory.

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

2. Dental Plan--The Somerset County Welfare Board shall establish a dental insurance program for its employees beginning January 1, 1980. Such program shall be negotiated by the Employer and the Union at least 90 days prior to January 1, 1980 in order that a mutually acceptable program be established. The Somerset County Welfare Board shall make every effort to establish a plan which will allow the Employees to expand coverage to include the family dependents of eligible employees.

Premium costs for dependents of eligible employees shall be borne individually by the employee.

Such plan is subject to the approval of the Director of the Division of Public Welfare.

BEREAVEMENT AND PERSONAL DAYS

All employees shall be entitled to bereavement and personal days in accordance with the following rules and regulations:

1. If required, an employee may be granted bereavement leave of up to three days of excused absence with pay per calendar year 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, brother or sister, grandchildren or grandparents, or step relations of a similar nature.

2. 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 year of service shall earn personal days at the rate of one (1) day for each four months of service.

3. Personal excused absence days shall be granted subject to the prior approval of the Department Head and shall not be used in conjunction with vacation or other leaves of absence.

4. Personal excused absence days and Bereavement days shall not accumulate from year to year.

ARTICLE 14

INSURANCE AND RETIREMENT BENEFITS

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

ARTICLE 15
EDUCATION LEAVE

Education Leaves may be granted in accordance with Ruling
11, Part III, and as may be amended from time to time.

ARTICLE 16

LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted at the discretion of the Welfare Board to permanent employees for any reason considered good by the Welfare Board, for a period of not to exceed six (6) months at any one time, subject to approval by the Division of Public Welfare and the Department of Civil Service. Such leaves of absence may be renewed by the Welfare 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 the commencing and the terminating of the leave shall be submitted to the Welfare Board. No leave of absence without pay shall become effective without prior approval of the Welfare Board and/or the Welfare Director.

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.

The above shall be applied in accordance with Ruling 11.

ARTICLE 17

MATERNITY LEAVE

Full time employees may request in writing through their supervisor, Maternity Leave for pregnancy and confinement. Such request for Maternity leave must be accompanied by a written and signed Physician's statement.

All Maternity Leaves are subject to approval by the Welfare Board, the Division of Public Welfare of the New Jersey Department of Human Services and the Department of Civil Service. Such Leave, when granted, must be renewed every six (6) months and supported by a written request and physician's certificate up to a maximum of one (1) year. The above renewal shall apply only after pregnancy has come to term.

During this Leave, an employee is entitled up to four (4) months of paid leave providing she has accrued this time, but not to exceed one month beyond termination of pregnancy.

ARTICLE 18

SENIORITY

1. Seniority, which is defined as continuous employment in grade with the Somerset County Welfare Board, will be given due consideration by the Board with respect to promotions, transfers, demotions, layoffs and recalls. Nothing herein shall contravene Ruling 11 of the State Division of Public Welfare in its present or amended form.

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

ARTICLE 19

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 and said application must be made within fourteen working days, if possible, of posting. A copy of the posting and job specifications will be given to the Union President.

Article 20

PERSONNEL FILES & 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 and have an opportunity to review such 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 employee's 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 part of the personnel file, unless as a result of the response, the questioned document is removed or destroyed.

DISCIPLINARY ACTION

Each employee shall have a right to be represented by a Union Official when such employee is advised of charges being brought against him/her.

At the employee's request, the Welfare Board agrees to show just cause why any such action is being taken against him/her.

ARTICLE 22

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" 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.

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. 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, throughout the grievance procedure.

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

STEP 1 - The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his/her

Effective January 1, 1979, the definition is changed and it is reflected on page 30 because the grievance procedure contains binding arbitration.

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. 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 designee, the aggrieved may, within five (5) working days, submit to the Welfare Board a statement in writing and signed as to the issues in dispute. In the event the aggrieved files his/her statement with the Welfare Board at least five (5) working days prior to a Board Meeting, the Welfare 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 Welfare Board. The Welfare 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 Welfare 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 Welfare Board. *If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

STEP 4 - Should the aggrieved be dissatisfied with the Board's decision, such a person has ten (10) working days in which to request fact finding. The fact finder shall be chosen from a panel submitted by the N. J. Public Employee's Relation Commission and selected in accordance with their procedures. However, no fact-finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board.

The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons, and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties, and his opinion shall be advisory in nature only.

The costs for the services of the fact finder shall be borne equally by the Welfare Board and the Union. Any other expenses incurred in connection with the fact finding shall be paid by the party incurring same. The cost of the transcript, if any, will be borne by the party requesting it.

*Effective January 1, 1979 as indicated in the definition B2, page 30.

If both parties request a transcript, the cost will be shared equally. In the event the employee elects to pursue Civil Service Procedures, there shall be no resort to fact finding. Time limits under this article may be changed by mutual agreement only.

Effective January 1, 1979, the following shall become STEP 4 of the grievance procedure and be in effect for the duration of this Agreement.

B2. 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 "contract grievance"; or

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

STEP 4 - Any unresolved contract grievance (as defined in B.2. 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 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 Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

Any arbitration decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services Division of Public Welfare. Where the Department of Human Services Division of Public Welfare refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the Union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

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

h. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues

not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

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

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

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

l. 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 that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, as to the prior conduct of the other Party.

Miscellaneous:

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

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

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

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

ARTICLE 23

NON-DISCRIMINATION

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

UNION ACTIVITY

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

1. Total time off does not exceed an aggregate of ten working days in any one calendar year.
2. Not more than two such Union delegates shall be permitted to attend such convention or conference at any one time.
3. Written request specifying the amount of time off is to be received by the Welfare Board at least five days in advance of granting of each time off. Under certain circumstances this five-day period may be waived by the Board.

BULLETIN BOARD USE

The Somerset County Welfare 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.

ARTICLE 26

ACCESS TO PREMISES

The Council #73 Representative shall be admitted to the premises of the Welfare Board on Union business upon notification to the Director or her/his designee.

ARTICLE 27

SEPARABILITY AND SAVINGS

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

ARTICLE 23

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.

DURATION OF AGREEMENT

Handwritten: Mary, W.B., PA

This Agreement shall be effective from January 1, 1973 through December 31, 1980 and shall remain in full force and effect ~~until~~ ^{through} ~~until~~ ^{until} December 31, 1980. Negotiations on the successor contract shall commence at least ninety (90) days prior to the expiration date of this Agreement upon written notice by one party to the other.

This Agreement is subject to the review and written approval as to form and content by the State of New Jersey, Department of Human Services, Division of Public Welfare.

SOMERSET COUNTY WELFARE BOARD

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

Handwritten signature: Vernon A. Noble

Handwritten signature: William A. Johnston

9/21/78
Handwritten signature: William A. Johnston

Handwritten signature: E. Joseph Perry

Angel G. Calista Council #13 attn

Approval by:

Handwritten signature: G. Thomas Ritti

G. Thomas Ritti, Director
Division of Public Welfare

10/13/78