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A G R E E M E N T

Between

SOMERSET COUNTY BOARD OF SOCIAL SERVICES

And

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

X JANUARY 1, 1983 - DECEMBER 31, 1984

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PREAMBLE

This Agreement, dated as of the 16th day of December 1982, and effective the 1st day of January 1983, 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:

Clerk	Health Aide
Clerk Typist	Senior Health Aide
Senior Clerk Typist	Social Service Aide
Principal Clerk Typist	Social Service Tech.
Principal Clerk	Social Serv. Tech. biling. - spanish & english
Telephone Operator and Receptionist	I. M. Tech.
Clerk Transcriber	I. M. Worker
Senior Clerk Stenographer	I. M. Worker biling. - spanish & english
Senior Clerk Transcriber	I. M. Spec.
Principal Clerk Transcriber	Investigator CWA
Clerk Typist & Interpreter biling. - spanish & english	Social Worker
Sr. Micro. Oper.	Social Work Spec.
Principal Micro. Oper.	Senior Telephone Operator
Clerk Bookkeeper	Data Entry Mach. Operator
Senior Clerk Bookkeeper	Principal Date Entry Mach. Opr.
Principal Clerk Bookkeeper	Senior Data Entry Mach. Opr.
Principal Payroll Clerk	

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 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.

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 Board after consultations with the Union. A normal work week shall consist of thirty-five (35) hours.

SECTION II

ARTICLE 6

SALARIES AND COMPENSATION

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

1. Effective January 1, 1983, or subsequent date of appointment, all employees shall have their salaries adjusted step to step in accordance with the appropriate appendices reflected in Schedule 40 of Ruling 11 in effect on January 1, 1983.

2.a. All employees whose most recent hire was prior to January 1, 1978 shall have a January 1st anniversary date. Such employees who are not at the maximum step of their salary range shall be entitled to a merit increment on their anniversary date providing that their services continue to be satisfactory.

2.b. All employees hired on or after January 1, 1978 shall have an anniversary date applied in the following manner, and they will be entitled to a merit increment on their anniversary date providing that they are not at the maximum step of their salary range and 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.

Leaves without pay do not count toward anniversary date merit increments.

Leaves without pay may change the anniversary date under the following conditions:

<u>Leave Without Pay</u>	<u>Move Anniversary Date Forward</u>
From 90 days through 180 days	One quarter
From 181 days through 270 days	Two quarters
From 271 days through 360 days	Three quarters
More than 360 days	Four quarters

The following authorized leaves of absence without pay shall be exempted from any change in anniversary date:

- a. Educational leave without pay.
- b. Military leave without pay.
- c. Leaves without pay while employee is receiving workers compensation benefits from the Board as the result of a service-connected injury.

3. Effective January 1, 1984, or subsequent date of appointment, all employees shall have their salaries adjusted step to step in accordance with the appropriate Appendices reflected in the maximum schedule in Ruling 11 in effect on January 1, 1984.

4. In 1983, each employee, as previously indicated in paragraph 2, who has completed at least one (1) year of satisfactory service shall be entitled to a merit increment on their anniversary date.

5. In 1984, each employee, as previously indicated in paragraph 2, who has completed at least one (1) year of satisfactory service shall be entitled to a merit increment on their anniversary date.

6. Additional Cash Compensation:

a. A one-time cash payment of Two Hundred Fifty (\$250.00) Dollars shall be payable as soon as practicable in the contract year 1983 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 January 1, 1983.

b. A one-time cash payment of Two Hundred Fifty (\$250.00) Dollars shall be payable during the first pay period of 1984 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 January 1, 1984.

7. 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 11, in effect at the beginning of the calendar year as indicated in paragraphs 1 and 3.

8. 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.

9. 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.

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 two (2) calendar weeks. In the event compensatory time cannot be scheduled within the next two (2) calendar weeks, the employee will be paid at the straight time hourly rate.

SECTION III

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 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 in accordance with Ruling 11.

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

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 pro-rated basis as indicated above and in accordance with Ruling 11.

3. All employees who retire from PERS (as contrasted to deferred retirement, 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 unused accumulated sick leave based upon the average annual compensation received during the last full year of active employment prior to the effective date of retirement, provided such payment shall not exceed \$12,000.00.

4. Those employees who have a break in service (excluding layoffs) after January 1, 1981 shall be entitled to apply for lump sum purposes only the unused accumulated sick leave which was earned from the date of return to employment from the most recent break in service prior to effective date of retirement.

Termination pay only, no longer employee for more than 1 week.

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 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 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 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.

ARTICLE 12

HEALTH BENEFITS

1. The Board agrees to continue those health benefits which were in existence on December 31, 1982 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, 1982 will be continued for the term of this Agreement. Parties agree that if an expanded Dental Plan is implemented for all County employees, that plan would immediately become effective for the employees of the Board, subject to review and approval of the Division of Public Welfare.

3. The parties agree that if a Prescription Plan is implemented for all County employees, that plan would immediately become effective for the employees of the Board, subject to review and approval of the Division of Public Welfare.

4. Vision Care Plan - Each employee and each eligible dependent is entitled to one (1) reimbursement during the two (2) year period January 1, 1983 to December 31, 1984.

The reimbursement will not exceed \$25.00 for single lenses or \$30.00 for bifocal or trifocal lenses.

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.

ARTICLE 13

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 (3) 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, 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 (1) year of service shall earn personal days at the rate of one (1) day for each four (4) 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 Board agrees to participate to the extent required by law in the New Jersey Public Employees Retirement system.

ARTICLE 15

EDUCATION LEAVE

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Education leaves may be granted in accordance with Subchapter I of Ruling 11, ~~REPEALED~~, 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 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 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. Leaves of absence without pay do not count toward merit increments as indicated in Article 6.

The above shall be applied in accordance with Ruling 11.

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 in accordance with Ruling 11.

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. 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.

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.

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 specifications will be given to the Union President.

ARTICLE 21

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 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 part of the personnel file unless as a result of the response, the questioned document is removed or destroyed.

ARTICLE 22

DISCIPLINE

1. 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 permanent 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 Civil Service Rule 4:1-5.15. At any such disciplinary hearing, the employee may elect to be represented by the Local Union President or another individual designated by the Union.

4. In the event that discipline of an employee involves suspension of more than five (5) days and other penalties as indicated in Civil Service Rule 4:1-5.15, the following procedure shall be utilized:

a. The employee may request or petition the Personnel Officer of the Division of Public Welfare 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 discipline for advisory arbitration process.

b. The Union may elect to appeal the matter to discipline advisory 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 discipline for advisory 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 procedures.

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 non-binding upon the parties. In the event the arbitrator finds the employee guilty, he may approve the penalty imposed or adjust such 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 or 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 deductions 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 on 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 any 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 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.

7. * If the law should change to permit binding arbitration for disciplinary matters involving the employees of this bargaining unit, the parties agree to reopen negotiations within 30 days with regard to binding disciplinary arbitration.

[Handwritten initials]

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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, 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 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 at least five (5) working days prior to a Board meeting, 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.l. 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.

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 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.

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 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 communication between the parties. Either party may submit their part of the agenda one (1)

week prior to such meetings. Union representatives 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 information for distribution to new employees. The Board agrees to distribute such packets 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 provisions 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 provision 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, 1983, and shall remain in full force and effect through December 31, 1984. 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 BOARD OF
SOCIAL SERVICES

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

Vernon A. Noble, Chairman

Jeanette Gelfound, President

Approved by:

[Signature] 3/1/83

Director, Division of Public
Welfare

APPENDIX 1

(Effective January 1, 1983)

<u>TITLE</u>	<u>RANGE</u>
Clerk	03
Clerk Typist	05
Senior Clerk Typist	08
Principal Clerk Typist	12
Principal Clerk	12 11
Telephone Operator Receptionist	06
Clerk Transcriber	06
Senior Clerk Stenographer	09
Senior Clerk Transcriber	09
Principal Clerk Transcriber	12
Clerk Typist and Interpreter (Bilingual, Spanish & English)	06
Clerk Bookkeeper	05
Senior Clerk Bookkeeper	08
Principal Clerk Bookkeeper	12
Principal Payroll Clerk	12
Senior Microfilm Operator	07
Principal Microfilm Operator	11
Health Aide	07
Senior Health Aide	10
Social Service Aide	05
Social Service Technician	11
Social Service Technician (Bilingual, Spanish & English)	11
Income Maintenance Technician	13
Income Maintenance Worker	17
Income Maintenance Worker (Bilingual, Spanish & English)	17
Income Maintenance Specialist	19
Investigator CWA	18
Social Worker	18
Social Work Specialist	20
Senior Telephone Operator	08
Data Entry Mach. Operator	05
Principal Data Entry Mach. Opr.	13
Senior Data Entry Mach. Opr.	09

Handwritten signature and initials in black ink, located to the right of the table. The signature appears to be 'P. Van der...' and the initials are 'JS'.

APPENDIX II

COMPENSATION SCHEDULE 40

11
1983

EFFECTIVE July 1, 1982

ANNUAL SALARIES

(This schedule represents approximately a 7.0% increase over the compensation schedule 'X' reflected in Ruling 11 in effect January 1, 1982)

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	MAX
0	328.05	6556.62	6884.67	7212.72	7540.77	7868.82	8196.87	8524.92	8852.97
1	345.54	6884.67	7230.21	7575.75	7921.29	8266.83	8612.37	8957.91	9303.45
2	361.59	7230.21	7591.80	7953.39	8314.98	8676.57	9038.16	9399.75	9761.34
3	379.09	7591.80	7970.89	8349.98	8729.07	9108.16	9487.25	9866.34	10245.43
4	398.03	7970.89	8368.92	8766.95	9164.98	9563.01	9961.04	10359.07	10757.10
5	418.43	8368.92	8787.35	9205.78	9624.21	10042.64	10461.07	10879.50	11297.93
6	440.32	8787.35	9227.67	9667.99	10108.31	10548.63	10988.95	11429.27	11869.59
7	462.20	9227.67	9689.87	10152.07	10614.27	11076.47	11538.67	12000.87	12463.07
8	485.51	9689.87	10175.38	10660.89	11146.40	11631.91	12117.42	12602.93	13088.44
9	509.84	10175.38	10684.22	11195.06	11701.90	12210.74	12719.59	13228.42	13737.26
0	535.64	10684.22	11217.86	11751.50	12285.14	12818.78	13352.42	13886.06	14419.70
1	559.87	11217.86	11777.73	12307.60	12837.47	13367.34	13897.21	14427.08	14956.95
2	587.56	11777.73	12365.29	12902.85	13440.41	13977.97	14515.53	15053.09	15590.65
3	618.19	12365.29	12983.48	13601.67	14219.86	14838.05	15456.24	16074.43	16692.62
4	648.81	12983.48	13632.29	14281.10	14929.91	15578.72	16227.53	16876.34	17525.15
5	680.88	13632.29	14313.17	14994.05	15674.93	16355.81	17036.69	17717.57	18398.45
6	715.89	14313.17	15029.06	15744.95	16460.84	17176.73	17892.62	18608.51	19324.40

Compensation Schedule 40 effective 7/1/82

RANGE	INCRE- MENT	MIN. 1ST	2ND	3RD	4TH	5TH	6TH	7TH	MAX
17	752.32	15029.06	15781.38	16533.70	17286.02	18038.34	18790.66	19542.98	20295.3
18	788.78	15781.38	16570.16	17358.94	18147.72	18936.50	19725.28	20514.06	21302.8
19	828.14	16570.16	17398.30	18226.44	19054.58	19882.72	20710.86	21539.00	22367.1
20	870.43	17398.30	18268.73	19139.16	20009.59	20880.02	21750.45	22620.88	23491.3
21	914.16	18268.73	19182.89	20097.05	21011.21	21925.37	22839.53	23753.69	24667.8
22	959.37	19182.89	20142.26	21101.63	22061.00	23020.37	23979.74	24939.11	25898.48
23	1007.48	20142.26	21149.74	22157.22	23164.70	24172.18	25179.66	26187.14	27194.62
24	1057.04	21149.74	22206.78	23263.82	24320.86	25377.90	26434.94	27491.98	28549.02
25	1110.99	22206.78	23317.77	24428.76	25539.75	26650.74	27761.73	28872.72	29983.71
26	1166.41	23317.77	24484.18	25650.59	26817.00	27983.41	29149.82	30316.23	31482.64
27	1224.70	24484.18	25708.88	26933.58	28158.28	29382.98	30607.68	31832.38	33057.08
28	1285.97	25708.88	26994.85	28280.82	29566.79	30852.76	32138.73	33424.70	34710.67
29	1350.10	26994.85	28344.95	29695.05	31045.15	32395.25	33745.35	35095.45	36445.55
30	1417.16	28344.95	29762.11	31179.27	32596.43	34013.59	35450.75	36847.91	38285.07
31	1488.63	29762.11	31250.74	32739.37	34228.00	35716.63	37205.26	38693.89	40182.52
32	1562.98	31250.74	32813.72	34376.70	35939.68	37502.66	39065.64	40628.62	42191.60
33	1640.25	32813.72	34453.97	36094.22	37734.47	39874.72	41014.97	42655.22	44295.47
34	1723.35	34453.97	36177.32	37900.67	39624.02	41347.37	43070.72	44794.07	46517.42
35	1807.92	36177.32	37985.24	39793.16	41601.08	43809.00	45216.92	47024.84	48822.76
36	1898.33	37985.24	39883.57	41701.90	43680.23	46278.56	47476.89	49375.27	51273.55
37	1994.53	39883.57	41878.10	43872.63	45867.16	47811.69	49856.27	51850.75	53845.28
38	2093.69	41878.10	43971.79	46065.48	48159.17	50322.86	52346.55	54440.24	56533.93