

A G R E E M E N T

Between

THE BOARD OF CHOSEN FREEHOLDERS
THE COUNTY OF SOMERSET
and
COMMUNICATIONS WORKERS of AMERICA
LOCAL 1037, AFL-CIO,

Amended
2008 – 2012

Mental Health Professional

This Collective Bargaining Agreement has been amended in accordance with the Memorandum of Agreement “MOA” dated April 8, 2010 (attached as Appendix C). All modifications to this Collective Bargaining Agreement are underlined. All terms and conditions not amended herein shall remain in full force and effect.

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PREAMBLE

This Agreement made and entered into this 27 day of July, 2010 by and between the Board of Chosen Freeholders, Somerset County of New Jersey (hereinafter called the "Employer") and the Communications Workers of America Local 1037, AFL-CIO, (hereinafter called the "Union") acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees".

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

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

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

ARTICLE 1 **RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all regularly employed professional employees as provided for in PERC Certification of Representation Docket #RO-2008-071 issued June 17, 2008.

A. Included are all regularly employed professional employees employed by Somerset County at the Richard Hall Community Mental Health Center located at 500 N. Bridge Street, Bridgewater, NJ and professional employees employed by Somerset County Vocational Technical School and the Somerset County Jail and professional employees employed by Somerset County at the Psychiatric Emergency Screening Services facility located at the Somerset Medical Center 110 Rehill Avenue, Somerville, NJ.

B. Excluded from the aforesaid bargaining unit are managerial executives, confidential employees and supervisors within the meaning of the Act: craft employees, non-professional employees, police employees, casual employees, coordinators, and all other employees of Somerset County.

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

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

ARTICLE 2
UNION SECURITY and UNION DUES CHECK-OFF

- 2.1** The Employer agrees to deduct the appropriate Union dues from the wages of those Employees who choose to become members of the Union, and remit such dues to the Union on a monthly basis, provided that the Employee signs an appropriate dues check off form authorizing the Union to receive same and submits the authorization form to the Employer. By the 15th of each month the Employer shall remit to the Union all deductions for dues made from the wages of employees in the bargaining unit for the preceding month, together with a list of all employees in the bargaining unit from whom dues have been deducted and their gross earnings.
- 2.2** The Employer acknowledges that the Union has the right to apply to the Public Employment Relations Commission (PERC) for the collection of representation fees in lieu of dues from all employees covered by this Agreement who do not authorize the deduction of full Union dues.
- 2.3** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceeding by any employee in the bargaining unit arising from deductions made by the Employer pursuant to this Article.

ARTICLE 3 **UNION RIGHTS**

3.1 SHOP STEWARDS

- (a) The Union shall have the exclusive right to designate bargaining unit Employees who are authorized to serve as the Union's representatives including stewards or alternates. Shop Stewards may represent employees in all matters pertaining to terms and conditions of work as set forth in this Agreement.
- (b) Shop Stewards will be permitted to spend a reasonable amount of time in processing grievances and in conducting Union business as it pertains to the County provided there is no interference with services.
- (c) Each Shop Steward shall be allowed up to two (2) unpaid days off per year in order to participate in union activities.

3.2 ACCESS

A representative of the Union shall have reasonable access to the Center for the purpose of conferring with the Employer, Shop Stewards of the Union and/or Employees, and for the purpose of administering this Agreement upon twenty four (24) hour notice to the Executive Director or his/her designee. When twenty four (24) hour advanced notice is not possible, the Union representative shall first advise the Executive Director or his/her designee in person. A Shop Steward intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the County operations.

3.3 BULLETIN BOARDS

The Employer shall provide Bulletin Board(s) which shall be used for the purpose

of posting proper Union notices. Such Bulletin Board(s) shall be placed conspicuously and at places readily accessible to workers in the course of employment. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union.

3.4 INFORMATION

The Employer agrees to furnish the Union, upon request, with the names of newly hired employees in the bargaining unit including their mailing addresses, job titles, assigned work locations, and dates of hire, name and/or address changes for any bargaining unit members, transfers or terminations from the bargaining unit, as well as notice of any employees on leave of absence.

ARTICLE 4 **NO DISCRIMINATION**

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

ARTICLE 5 **COOPERATION AND RESPECT**

5.1 The County and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

ARTICLE 6 **PROBATIONARY EMPLOYEES**

6.1 Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment. The employer shall have the discretion to extend the probationary period for an additional ninety (90) calendar days.

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

ARTICLE 7 **SENIORITY**

7.1 **Definition**

- (a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Employer.
- (b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a Department or Program.

7.2 **Accrual**

- (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
- (b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; and during a period of continuous layoff.

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

7.3 Loss of Seniority

An Employee's seniority shall be lost when he/she:

- (a) Terminates voluntarily.
- (b) Is discharged for cause.
- (c) Willfully exceeds an official leave of absence.
- (d) In the case of a reduction in force or layoff, refer to Layoff & Recall, Article 8.

7.4 Application

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

ARTICLE 8 **LAYOFF & RECALL** **REDUCTION IN FORCE**

8.1 When a situation exists where there are program or budget cuts, program shifts, consolidation of functions, or lack of work, it may require layoffs or a reduction in the work force. Any required layoff reduction in the work force shall be made in such job classifications and divisions as the Board of Chosen Freeholders may designate in accordance with the Division of Human Resources Policies and Procedures Manual, Chapter IX Layoff, Reduction in Force (attached hereto as Appendix A) except as

provided for herein.

8.2 Privatization

In the event the Board notifies Human Resources that privatization or the closure of a facility or function that could imminently result in the layoff or displacement of bargaining unit employees, the County agrees to give the Union reasonable advance notice. In no case shall such notice be less than sixty (60) calendar days from the targeted date of privatization or closure. Upon request, the County shall meet with the Union to discuss the effect of privatization on bargaining unit employees.

8.3 Bumping Rights

- I. An employee who receives a Notice of Layoff must notify the Human Resources Director within five (5) business days following the date of the notice if he/she wishes to exercise bumping rights. If an employee does not notify the Human Resources Director within five (5) business days, then he/she will forfeit any right to bump and will remain on the Layoff List.
- II. For each employee who gives timely notice to the Director of Human Resources, the mental health program to which the employee is assigned will identify the position(s) for which the employee is qualified in the same Job Classification as the position subject to layoff, and which is occupied by the least senior employee not subject to layoff. A position so identified may only be located at the program to which the employee is assigned. The Employer will notify the bumping employee and the employee must accept or reject the position within three (3) business days following the date of notification. If the employee accepts the position, he/she will be transferred to the new position at a date determined by the Employer, and the bumped employee will receive a Notice of Layoff. The bumped employee then may have

bumping rights the same as if he/she originally was selected for layoff.

- III. If the bumping employee declines to bump into the position identified, he/she will remain on the Layoff List and will not have any additional right to bump.
- IV. If the Employer determines that there is no position for which an employee seeking to bump is qualified within his/her Job Classification, then the Employer will identify a position in a different Job Classification for which the employee is qualified (as determined by the Employer) and for which the employee seeking to bump has more seniority than the employee holding that position and the same procedures discussed above will apply. In each instance of bumping, an employee will bump into the position within the Job Classification held by the employee with the least seniority.

8.4 Termination

If the County is unable to place a laid off employee into a County position, via recall or reemployment within nine (9) months of the date of the layoff, the employee's services shall be terminated. The date of termination shall be nine (9) months from the date of layoff. The termination shall be considered to be in good standing. Any monies due an eligible regular employee for sick leave or accrued vacation shall be paid to him/her at this time.

8.5 Layoff Procedure

When Human Resources is notified of a pending layoff by the Board, Human Resources shall meet with the Division Head and determine those employees selected for layoff and the date that such layoffs will occur. Subsequently, Human Resources and the Division Head will meet with a Union Representative

to review the status and qualifications of those employees selected for layoff and the date that such layoffs will occur.

8.6 Recall and Re-Employment Procedure

The names of all employees who are laid off shall be kept on an active recall list or re-employment list for a period extending nine (9) months from the date of layoff.

8.7 Union Notification

- I. Once Human Resources is notified of a pending layoff by the Board, Human Resources shall notify the Union. In no case shall such notification be less than forty-five (45) days from the effective date of the layoff. Human Resources shall also, within the same time frame provide to the Union a list of affected employees including their names, hire dates, job titles, previous job titles held in the County.
- II. Upon request, Human Resources shall also provide the union with a list of any negotiations unit employees who are transferred or re-assigned in connection with the layoff as that information becomes available.
- III. Upon request, an employee targeted for layoff may arrange an individual layoff meeting with Human Resources and a Union Representative who may be present at this layoff meeting.

ARTICLE 9
PROMOTIONS & TRANSFERS

9.1 Postings

Where a job vacancy exists in the negotiations unit and approval is granted from the Board of Chosen Freeholders to fill such position, such posting will be posted on the County's website.

9.2 Promotions

- A. The Employer agrees that it is the policy of Somerset County to attempt, whenever possible, to promote present Employees from within the unit to positions as they become available. Should any Employee that applies for a promotion be bypassed, he/she shall be given an explanation of why he/she was not promoted and if he/she is not satisfied with the response, he/she may file a grievance under the terms of this Agreement. However, the arbitration provisions of this Agreement shall not be applicable to this provision.
- B. The salary of a classified employee who receives a promotion shall be determined as follows:
1. If an employee's new position is assigned to the pay grade that is one (1) level above that of his/her former position, the employee's salary shall be increased by the greater of five percent (5%) or the mid point, not to exceed ten percent (10%). The new salary must be at least the minimum of the new grade, and shall not exceed the maximum of the new grade.
 2. If an employee's position is reclassified to a pay grade that is two (2) levels above that of his/her former pay grade, the employee's salary shall be increased by the greater of seven and one half percent (7.5%) or the mid point not to exceed fifteen percent (15%). The new salary must be at least the minimum of the new grade, and shall not exceed the maximum of the new grade.
 3. If an employee's new position is reclassified to a pay grade that is (3) three levels above that of his/her former pay grade, the employee's salary shall be increased by the greater of ten percent (10%) or the mid point, not to exceed twenty percent (20%). The new salary must be at least the minimum of the new grade, and shall not exceed the maximum of the new grade.

4. Any salary change made because of a reclassification shall be made the effective date of the reclassification.
- C. An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job without the loss of *seniority* or other benefits (only if the prior position is still vacant), excepting that if he/she is discharged, his/her rights shall be subject to Article 24 of this Agreement.

9.3 Lateral Transfer

Where a vacancy occurs in a bargaining unit job (other than a promotional vacancy), any Employee with a satisfactory work record and with at least six (6) months of service in his/her present job may request, in writing, a transfer to fill such a vacancy provided that the Employee has the necessary qualifications to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency of any Department.

9.4 Involuntary Transfers

- a) If an involuntary transfer of a negotiations unit employee becomes necessary for any reason, the Employer shall conduct such transfers in inverse order of classification seniority.
- b) The Employer shall notify the Union and the affected employee(s) in writing at least thirty (30) days prior to the effective date of the transfer with the effective date of the transfer, the reason for the transfer, and a description of the position (if it is different from the employee's present position) to which the employee is being transferred.
- c) In no case shall an employee be involuntarily transferred unless the Employer has first attempted to find volunteers to fill the vacant position.

ARTICLE 10
WAGE and MINIMUMS

10.1 The EMPLOYER and the Union agree that all employees covered by this agreement will be included in the Hay system.

10.2 Unit employees on the County payroll as of the date approved by the Somerset County Board of Chosen Freeholders will receive the following wage increase:

A. Retroactive to January 1, 2008, County Hay Policy

I. **Grades 1 to17**

Three and one-half percent (3.5%)

II. **Grades 18 to 25**

Three percent (3.0%)

B. Retroactive to January 1, 2009, County Hay policy

I. **Grades 1 to16**

If 2008 salary is within 2009 salary range, three percent (3%)

If 2008 salary is over 2009 salary range, two percent (2%)

II. **Grades 17 to 25**

If 2008 salary is within 2009 salary range, two percent (2%)

If 2008 salary is over 2009 salary range, two thousand dollars (\$2,000)

C. Effective on the date of ratification of this agreement by the Board of Chosen Freeholders, any employee within the unit that is not at the minimum of his/her applicable 2009 salary range will be brought to the minimum.

D. January 1, 2010, County Hay Policy

- i. Employees whose salary is within the applicable salary range in effect as of the date of ratification of this Agreement shall receive a salary increase in accordance with the County Hay Policy, with a guarantee of at least one and one half percent (1 1/2 %) up to a maximum of one thousand two hundred and fifty dollars (\$1,250).

- ii. Employees whose salary is over the maximum of the applicable salary range in effect as of the date of ratification of this Agreement shall receive a salary increase in accordance with the 2010 Hay Policy.
- E. If any employee within the unit receives an "Unsatisfactory" rating for any salary year (2008, 2009, 2010) said employee will not be awarded any increase the following year.
- F. The following employees will not receive an increase for the year 2008: Lily E. Freier, Donna Petit-Homme and Hima Mukhija.
- G. The following employee will not receive an increase for the year 2009: Donna Petit-Homme.
- H. Any employee who gains approval from the Director of the Agency and becomes certified as a Licensed Social Worker, Clinical Social Worker, Advanced Practice Nurse, CAC, RNC, Certified Crisis Screener, Licensed Marriage and Family Counselor, Board Certified Psychiatrist, Certified Alcohol and Drug Counselor or Certified Rehabilitation Counselor shall have their base salary increased by \$500 upon presenting evidence of receipt of their certification, effective on the date such evidence is approved by the Division of Human Resources. However, no employee shall receive this stipend unless the certification is earned while the employee is employed by the Employer.
 - a. As of the date of ratification by the Board of Chosen Freeholders, the title of Licensed Professional Counselor shall be added to the list of certifications for which unit members may receive a salary increase of \$500, effective upon presentation and approval of evidence of receipt of their certification.
- I. Performance incentives, if any, offered under the Hay Policy will be granted assuming all requirements have been met.
- J. Only those employees actively employed on the date of ratification of this Agreement shall receive the wage increases provided for in this Article.
- K. To the extent that such wage increases have not already been received, hourly

workers shall receive a wage increase to their hourly rate in accordance with the County Hay policy for years 2008 (retroactive to January 1, 2008), 2009 (retroactive to January 1, 2009) and 2010.

- 10.3 Effective January 1, 2010, all wage increases for year 2010 shall be withheld (the "wage freeze") and the Union waives all right to claim any wage increase for year 2010.
- 10.4 In exchange for the Union's agreement to the aforementioned wage freeze for year 2010, the County shall not implement any employee layoffs within this bargaining unit during calendar year 2010.
- 10.5 In the event that the County implements any employee layoffs within this bargaining unit during year 2010, bargaining unit members shall receive the aforementioned year 2010 wage increase specified in Article 10 of the CBA retroactive to January 1, 2010.
- 10.6 Employees whose salary is within the applicable salary range on January 1, 2011 shall receive a salary increase in accordance with the 2011 County Hay Policy, with a guarantee of at least one and one half percent (1 ½ %) up to a maximum of one thousand two hundred and fifty dollars (\$1250).
- 10.7 Employees whose salary is over the maximum of the applicable salary range in effect as of January 1, 2011 shall receive a salary increase in accordance with the 2011 Hay Policy.
- 10.8 Employees whose salary is within the applicable salary range on January 1, 2012 shall receive a salary increase in accordance with the 2012 County Hay Policy, with a guarantee of at least one and one half percent (1 ½ %) up to a maximum of one thousand two hundred and fifty dollars (\$1250).
- 10.9 Employees whose salary is over the maximum of the applicable salary range in effect as of January 1, 2012 shall receive a salary increase in accordance with the 2012 Hay Policy.
- 10.10 If any employee within the unit receives an "Unsatisfactory" rating for any salary year (2008, 2009, 2010, 2011, 2012) said employee will not be awarded any increase the following year.

ARTICLE 11 HOURS of WORK

1. The hours of work are dependent upon the job title. For positions designated as twenty (20) hours a week or more, the hours may range from twenty (20) to forty (40) hours per week, Sunday to Saturday, as assigned. Employees at Richard Hall work from Monday through Friday.
2. Clinicians at Richard Hall hired after the execution date of this Agreement may be required to schedule evening hours (not to exceed four (4) nights per week) at the direction of management. Clinicians at Richard Hall hired before the execution date of this Agreement may be required to schedule evening hours (not to exceed three (3) nights per week) at the direction of management, based on operational needs. Prior to making such assignments, management will attempt to obtain volunteers to work those nights.
3. Employees at PESS work assigned schedules as required to staff a 24/7 facility.
4. The regular work day for all full-time employees shall normally consist of the number of hours in the regular work week divided by five (5), exclusive of an unpaid lunch period. The County may allow for flexibility in scheduling of hours and lunch periods, providing that the time is made up within the current or the following week.
5. **Coverage.** In order for clinical services to continue uninterrupted, the County agrees that when an employee requires time off on an approved leave or sick, vacation, or personal time, Management at its discretion may find a replacement using a rotational list prepared in reverse seniority order.
6. When an employee covered by this agreement requires time off for sick leave or emergent personal time, management shall arrange for the cancellation of appointments.

ARTICLE 12 **OVERTIME**

- 12.1** All eligible non-exempt employees covered by this Agreement shall be entitled to be paid at the rate of time and one-half (1 ½) for all hours worked over forty (40) hours in one week. (Vacation, sick leave and bereavement time will be counted as hours worked)
- 12.2** In accordance with FLSA regulations, the rate for calculating overtime will include any shift differential regularly paid to the employee due the overtime pay.
- 12.3** Overtime pay shall be paid on the pay day immediately following the period in which the overtime hours were worked.

ARTICLE 13 **SHIFT DIFFERENTIALS**

- 13.1** For the purposes of this Article, the 2nd shift shall include any shift that begins at or after 1:00pm and ends before 10:00pm and the 3rd shift shall include any shift that begins at or after 10:00pm.
- 13.2** Crisis workers, including supervisors, regularly assigned to work the 2nd shift shall receive a differential of \$40.00 per week.
- 13.3** Crisis workers, including supervisors, regularly assigned to work the 3rd shift shall receive a differential of \$50.00 per week.
- 13.4** Crisis workers, including supervisors, who fill in on a temporary basis working the 2nd shift shall receive a differential of \$8.00 per shift.
- 13.5** Crisis workers, including supervisors, who fill in on a temporary basis working the 3rd shift shall receive a differential of \$10.00 per shift.

13.6 If the employee's shift does not include a shift differential and the employee's hours go into the 2nd shift the employee will receive one dollar (\$1.00) per hour for hours worked into the 2nd shift.

13.7 If the employee's shift does not include a shift differential and the employee's hours go into the 3rd shift the employee will receive one dollar and twenty-five cents (\$1.25) per hour for hours worked into the 3rd shift.

ARTICLE 14 **HOLIDAYS**

14.1 Except as otherwise stated herein, employees shall be entitled to holidays with pay in accordance with the Division of Human Resources Policies and Procedures Manual, Chapter V.

14.2 Holidays will be celebrated and based on the Somerset County holiday schedule ("County Holiday").

A. Richard Hall Community Mental Health Center

- I. Employees shall not be required to work on a holiday, except for the Clinical Supervisor I/ALLIES School Consulting Team Coordinator who may be required to respond to an emergency call.

B. PESS

- I. Employees who work at least twenty (20) hours per week and who work on a County Holiday will receive:
 - a) That day's regular pay plus time and one half (1 ½) for all hours worked.
- II. Employees who work less than twenty (20) hours per week and who work on a County Holiday will receive:

a) That day's pay at the rate of time and one half (1½) for all hours worked.

- III. For employees who work at least twenty (20) hours per week, if a County Holiday falls on that employee's regularly scheduled day off, the employee shall receive a day off with pay to be taken within the pay period in which the holiday falls. Such requests for a "floating holiday" shall not be unreasonably denied. Where more requests are made for a particular day than can be approved based on operational need, the employee(s) with the most total seniority within the County will be given preference.
- IV. If a County holiday falls during the Employee's vacation, it shall be counted as a holiday.
- V. Employees who are assigned to work on a holiday shall be notified no less than one (1) month in advance, except when required by unforeseen circumstances.

ARTICLE 15 VACATIONS

15.1 Employees shall be entitled to annual (posted January 1) vacation hours as outlined in the table below:

YEARS OF SERVICE	Hours Worked							
	20	21	25	28	30	35	37.5	40
After completion of 1 year	80 Hrs	84 Hrs	100 Hrs	112 Hrs	120 Hrs	140 Hrs	150 Hrs	160 Hrs

- 15.2** An Employee in his/her first calendar year shall have his/her vacation pro-rated. Employees are eligible to use accrued vacation after completion of three (3) months of employment.
- 15.3** Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.
- 15.4** Vacation pay shall be based upon the Employee's regular pay.
- 15.5** If requested, an Employee may be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled and meets the following:
- i. Request is made at least one (1) month in advance
 - ii. Employee can not have direct deposit
 - iii. Scheduled vacation has to be within the same calendar year
- 15.6** An Employee who has quit or who has been discharged and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance due, pro-rated, subject to the notice provision contained within Article 25, Resignation.
- 15.7** At the request of the employee up to (2) two weeks of vacation hours may be held over to the following calendar year with the approval of Director of the Mental Health Center or the PESS Program Director, which approval will not be unreasonably withheld.

ARTICLE 16 **SICK LEAVE**

- 16.1** Sick entitlement shall be provided as per County policy (Appendix B), except that in year 2010, full time employees shall receive twelve (12) days.
- 16.2** All employees in the bargaining unit will follow the County Sick Leave Policy in its entirety except for Section 5 of the policy which will be replaced with the following:
- 16.3** The following **will replace** all of **"Section 5" of the County Sick Leave Policy,**

Section 5 - Payment for Accumulated Sick Leave

Section 5-A. Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2010. This is referred to as the "2009 Sick Bank".

Section 5-B 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 hours in their 2009 Sick Bank, payable at their 2009 rate of pay. If, after computing one-third of an employee's accumulation of unused 2009 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.

Section 5-C An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours in their 2009 Sick Bank, regardless of his/her number of years of service with the County.

Section 5-D When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2009 Sick Bank, payable at their 2009 rate of pay, regardless of the number of years of service the employee had with the County.

ARTICLE 17
OTHER PAID LEAVE

17.1 Bereavement Leave

Employees who work at least (20) hours per week shall be entitled to bereavement leave. An Employee shall be paid at his/her regular pay for up to five (5) working days absence in the event of a death in the immediate family. Immediate family shall be limited to his/her parent, father-in-law, mother-in-law, spouse, domestic partner, civil union partner, child, grandchild, grandparent, great-grandparent, brother, sister, brother-in-law or sister-in-law or a step relation or half relation of a similar nature to the preceding. Such five (5) days must be taken within a reasonable time of the death or day of the funeral.

17.2 Personal Hours

After completion of their probationary period, employees who work at least (20) hours per week shall be credited annually with personal hours per the table below:

Weekly Work Hrs.	20	21	25	28	30	35	37.5	40
Personal Leave Hours	12	13	15	17	18	21	23	24

Personal hours shall be scheduled in advance by the employee and with the approval of the Employer, except in case of an emergency. Personal hours shall be pro-rated from the day of hire for new employees.

- I. 3 days (per table above) if hired before March 30
- II. 2 days (per table above) if hired between April 1 and June 30

- III. 1 day (per table above) if hired between July 1 and September 30
- IV. No personal time if hired after October 1
- V. Personal hours cannot be carried over from year to year

17.3 Jury Duty

Employees who work at least (20) hours per week and have completed their probationary period and are called (not volunteered) to serve as jurors will receive their regular pay for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Director of the Mental Health Center or the PESS Program Director and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

17.4 Military Leave shall be as per Division of Human Resources Policies and Procedures Manual.

17.4 Professional Conferences, Conventions & Workshops.

- A. After completion of their probationary period, employees may request approval to attend professional conferences.
- B. Requests to attend professional conferences, conventions, workshops, etc., should be submitted through the employees immediate supervisor to the Director of the Mental Health Center or the PESS Program Director who will have responsibility for final approval of all such requests. Requests should be made sufficiently well in advance to assist in making the decision regarding approval. Requests for overnight conferences requiring reimbursement must be submitted one (1) month so proper approval may be obtained.
- C. All approvals are contingent upon availability of the appropriate Budget Funds.

D. To provide equal opportunity to staff members, the following schedule regarding expenses for conferences, conventions, etc. shall apply:

- I. Registration Fees: The County will pay one hundred percent (100%) of the registration fee up to a maximum of three hundred (\$300.00) dollars.
- II. Hotel and meals: The County will pay a combined total of one hundred (\$100.00) for hotel and meal expenses up to a maximum of five (5) days, not including any alcoholic beverages.
- III. Transportation: The County will pay one hundred percent (100%) of the transportation expenses up to a maximum of two hundred (\$200.00) dollars.

ARTICLE 18 **UNPAID LEAVE**

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

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

ARTICLE 19 **TRAINING AND EDUCATION**

19.1 The Employer shall provide employees who work at least twenty (20) hours per week (after completing at least six (6) full months of employment with the County) an opportunity to pursue education and training that is relevant to their work. This opportunity shall be provided as follows:

A. ELIGIBILITY

An eligible course must be taken by an employee on his/her own time, outside of regular work hours. The only exception to this may be when there is a course that is not offered at such time by any area educational institution and when a course taken during working hours will not interfere with the employee's ability to perform the duties of his/her position, as determined by the employee's Division Head and the Director of Human Services.

To be eligible the course must meet one or more of the following requirements:

- I. A course shall be directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.
- II. A course will prepare an employee for potential advancement.
- III. A course is part of a degree program which is directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.
- IV. A course is part of a degree program which will prepare an employee for potential advancement within the County.

B. REIMBURSEMENT

- I. All applications meeting eligibility requirements set forth above will be considered for approval based on the availability of funding.
Reimbursement shall be made available to employees on a first come basis under the conditions of reimbursement set forth in County Policy.
- II. Approval or disapproval shall be forthcoming, provided that an application is received by Human Resources no later than seven (7) business days prior to the course's starting date.
- III. Upon completion of the course with a final grade at or better than a grade "C", the County will reimburse one hundred percent (100%) of the tuition charged, not to exceed the Rutgers rate for the equivalent course, subject to the availability of funds. Complete reimbursement of an approved

application shall be made within one (1) month after submission of grades to the County Human Resources office at the allocated amount and after completion of the course.

C. PROFESSIONAL TRAINING

- I. The Employer may allow qualified Employees to enroll in a training program for continuing educational units (CEU's) specifically relevant to employee's job duties and responsibilities, subject to approval by his/her supervisor and availability of coverage such that employee's duties will be carried out while he/she is training.
- II. In order for the Employee to be eligible, an Employee must have at least one (1) full year of experience with Richard Hall or PESS.
- III. If an eligible Employee obtains supervisory approval to attend the CEU class, he/she shall be allowed time off with pay to attend.
- IV. Attendance at trainings for screener certification and re-certification offered by the Technical Assistance Center (TAC) at UMDNJ shall be counted as hours worked for all full-time employees.

Article 20
TRAVEL

20.1 In cases where employees are expected to travel as a course of their normal employment with the County, the County shall make available to such employees a County vehicle for use in the conduct of official County business. The County shall carry appropriate liability coverage for the use of such vehicles by employees.

20.2 The County shall provide reimbursement to all employees traveling on official County business for travel expenses incurred such as tolls and parking with appropriate documentation.

20.3 In the event that an employee is required to use his/her own personal vehicle for official County business, the County shall provide reimbursement for mileage at the effective established county rate.

ARTICLE 21 **HEALTH BENEFITS**

21.1 The County will continue to cover those employees in the County Health Benefits Program who work more than twenty (20) hours per week. Notwithstanding anything else in the agreement to the contrary, should the County change in any respect the health and dental benefits provided to other County employees and corresponding employee contributions, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement.

21.2 Employees hired up to and including July 31, 2009 will receive life time health medical benefits at time of retirement subject to all provisions as outlined in Division of Human Resources Policies and Procedures Manual, Health Benefits Program, section 4, paragraph b.

21.3 The parties agree that one (1) County employee will be designated jointly by CWA 1037A/Supervisors and CWA 1037/Professionals to represent all CWA 1037 members employed by the County in any committee charged with consideration of changes to the County Health Benefits Program

ARTICLE 22 **PENSION**

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

ARTICLE 23 **MANAGEMENT RIGHTS**

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

ARTICLE 24 **DISCIPLINE**

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

24.2 Any disciplinary action to be imposed shall be determined within one hundred and eighty (180) calendar days from the date of the event giving rise to such disciplinary action or the Employer's knowledge thereof, whichever is later.

24.3 The notice of discipline will be transmitted to the Local Union President *or designee* within 24 hours.

24.4 Any grievances under this Article shall be subject to Article 26 Grievance and Arbitration Procedures and timelines.

ARTICLE 25 **RESIGNATION**

- 25.1** An Employee who resigns shall give the Employer one (1) month's advance notice.
- 25.2** An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued (prorated) on the effective date of the resignation or termination, provided that the employee is not on probation.
- 24.3** If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was possible for the employee to have given such notice.

ARTICLE 26 **GRIEVANCE & ARBITRATION**

26.1 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 prohibit an employee from informally discussing a grievance or complaint with his/her supervisor.

26.2 Definition

The term "grievance" as used herein means a complaint by the Union or an Employee(s) that there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement. All disciplinary grievances will be subject to this procedure.

26.3 General Provisions

- a. All days referred to in this Article shall be considered business days unless otherwise noted.
- b. The parties agree that neither the Union nor any employee(s) may bypass any step of this procedure except by mutual written agreement between the Union and Employer, on a case-by-case basis, with no precedent for future grievances.
- c. All time limitations established by this Article may be relaxed by mutual written agreement between the Union and the Employer on a case-by-case basis, with no precedent for future grievances.
- d. If at any step in this procedure, the County's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.
- e. In the presentation of a grievance, the grievant shall have the right to present his/her own appeal or to designate a Union representative to appear with him/her. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one Union representative who is an employee of the County throughout the grievance and arbitration procedure.
- f. Witnesses will be permitted to attend the meeting or hearing without loss of pay provided that their appearance does not interfere with business operations.
- g. The Employer will upon request, make available to the Union information in its possession to properly evaluate the merits of the grievance. Management shall provide the requested information within ten (10) days from the receipt of the request.

26.4 Steps of the Grievance and Arbitration Procedure

Any grievance which is unable to be resolved informally shall be resolved in the following manner:

Step One:

The aggrieved Employee (the "grievant") and/or his/her Union representative shall institute action under the provisions hereof in writing, signed and delivered to the Executive Director of the Mental Health Center or the PESS Program Director within ten (10) days after he/she knew or should have known of its occurrence. Failure to act within ten (10) days shall be deemed abandonment of the grievance. The respective Director shall render a decision in writing within ten (10) days after receipt of the grievance.

Step Two:

- 1) If the grievance has not been satisfactorily resolved at Step One it may be appealed to the County Director of Human Services or his/her designee within ten (10) days after the Director's decision is rendered in Step One.
- 2) At Step Two, the County Director of Human Services or his/her designee will conduct a meeting or grant a hearing upon the Union's request. In either case the County Director or his/her designee will preside and permit the presentation of evidence and witnesses.
- 3) The Step Two meeting or hearing will be scheduled within ten (10) days of the receipt of the appeal of the Step One decision. A written decision will be rendered by the County Director of Human Services or his/her designee within ten (10) days of the grievance meeting or hearing.

Step Three – Arbitration:

- 1) In the event the grievance is not satisfactorily resolved at Step Two,

the matter may be submitted by either party to arbitration within ten (10) working days thereafter. A grievance will be deemed submitted to arbitration if timely written notice of intent to arbitrate is received within ten (10) working days from the Director of Human Resources or his/her designee, or a Union Representative, as the case may be. Referrals to arbitration may be made only by the County Director of Human Resources or his/her designee or a Union Representative. Negotiations unit members, as individuals, shall have no right to submit any matter to arbitration.

2) The arbitrator will be chosen through the Public Employment Relations Commission procedure. The arbitration shall be conducted under the rules then prevailing of the Public Employment Relations Commission.

3) The arbitrator's fees shall be borne equally between the Employer and the Union.

4) The arbitrator shall have no power to add to, subtract from, or change, modify, or amend any of the terms or provisions of this Agreement.

5) The arbitrator's opinion and award shall be final and binding. The arbitrator will render an opinion and award within forty-five (45) calendar days of the close of the arbitration.

6) If either party fails to comply with the arbitrator's opinion and award or with the procedures required by this Article, the other party shall be entitled to take all legal action to enforce compliance.

7) Alternatively, the parties may enter into a mutually agreeable settlement of the grievance, which shall be final and binding.

ARTICLE 27
SEPARABILITY & SAVINGS

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

ARTICLE 28
JOINT LABOR/MANAGEMENT RELATIONS COMMITTEE

28.1 The Parties agree to establish a joint Labor/Management Relations Committee which will meet to discuss issues involving labor/management relations. The format of the Committee will be as follows:

- a. The Committee shall be comprised of two (2) members selected by the County and two (2) members selected by the Union.
- b. The Committee shall meet as frequently as necessary, but at least quarterly, except that it may meet less frequently by mutual agreement between the parties.
- c. Where reasonably possible, all committee meetings shall take place during working hours and employees shall suffer no loss of pay as a result of attendance at such meetings.

Article 29 **Health and Safety**

- 29.1** The Employer shall make provisions for the safety and health of its employees during the hours of their employment and shall comply with all applicable statutes and regulations to provide a safe and healthful place of employment for all employees.
- 29.2** The Employer shall provide appropriate safety training to employees and when appropriate shall also provide safety and health equipment to protect employees from the hazards of their work areas.
- 29.3** Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action should be initiated as soon as practicable to remedy the condition within safety guidelines.
- 29.4** The Employer shall include a negotiations unit employee designated by the Union on the Somerset County Central Safety Committee.
- 29.5** It is the intention of the County to safeguard employees who may be required to transport patients during the course of their employment.
- 29.6** The County will at all times ensure that an employee is given the appropriate level of assistance to deal with patients. The determination for what constitutes appropriate assistance will be collaborative and will take into account patient history, the purpose for and location of the transport/mobile outreach, and any relevant clinical information.
- 29.7** Should an employee feel unsafe, he/she will contact his/her supervisor to discuss the situation and will work with his/her supervisor to make appropriate arrangements. Following such a discussion the supervisor will make a final determination about what arrangement is appropriate. If necessary, the program director and/or Clinical Director should be consulted.
- 29.8** In the case of an involuntary commitment at PESS, police or ambulance transport will always be utilized.

Article 30
Personnel Records

30.1 As per County Policy excluding any fees for copies.

Article 31
MALPRACTICE INSURANCE

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

ARTICLE 32
DURATION

This Agreement shall be full force and effect from January 1, 2008 to and including **December 31, 2012** and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this agreement as approved Memorandum of Agreement approved by the Somerset County Board of Chosen Freeholders on July 27, 2010

For The Union

County Counsel

By: [Signature]
CWA, Local 1037

By: Daniel F. O'Connell

Date: 6/11/10

Date: 6/23/10

By: _____
By: _____
By: _____
By: _____

Director of Board of Chosen Freeholders
By: [Signature]
*attest
Nathanael Quirk
deputy clerk*

Appendix A

Layoff

Policy

Section 1. Layoff

- A. When a situation exists where there are program or budget cuts, program shifts, consolidation of functions, or lack of work, it may require a reduction in the work force. Any required reduction in the work force shall be made in such job classifications and divisions as the Board of Chosen Freeholders may designate.
- B. Once Human Resources is notified of a pending layoff by the Board, Human Resources shall notify the affected employees and attempt to transfer or reassign these employees. Employees shall be laid off in inverse order of their length of service within each affected job classification within a particular division. All temporary, probationary, and provisional employees, in that order, shall be laid off before any regular employee.
- C. The County shall not hire a new employee in a job classification until all laid-off employees in said job classification have been recalled to work. This shall not apply if an employee has been laid off for longer than six months.

Section 2. Employee Status During Layoff

For the purpose of computing a regular or provisional employee's total length of service with the County, a period of layoff of up to six months shall not be considered a break in service, and the employee shall be able to accumulate service credit during the layoff. The layoff of a temporary or probationary employee shall be considered a break in service, and the employee shall not be able to accumulate service credit during the layoff.

Section 3. Status of Benefits

A. Holidays

An employee on layoff shall receive no pay for any holidays observed by the County during the period of layoff.

B. Vacation

When an employee is laid off after having completed at least six months of service with the County, he/she shall receive payment for his/her accumulation of unused vacation days carried over from the previous calendar year. The employee shall also receive payment for 1/12 of the vacation days credited to him/her at the beginning of the year in which he/she is laid off, 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 date worked is on or after the 15th of a given month, he/she shall receive credit for said month.

Layoff

C. Sick Leave

When an employee is laid off before having completed at least ten years of service, he/she shall not receive payment for any accumulation of unused sick leave days. When an employee is laid off after having completed ten years or more of service, he/she shall not receive payment for any accumulation of unused sick leave days at the time of layoff, but shall receive payment for one-third of them (as described in the Sick Leave Policy) if and only if the employee is not recalled or reemployed by the County within six months of the date of layoff and the employee's services are then terminated.

D. Personal Leave

The status of an employee's personal leave shall not be affected while the employee is on layoff; however, the employee shall not be eligible to use any while on layoff.

E. Bereavement Leave

An employee on layoff shall not be eligible for bereavement leave.

F. Health Benefits

An employee on layoff shall have his/her group health benefits coverage continued at the expense of the County for the first month following the day of layoff. Thereafter, the employee shall be notified by Human Resources to continue their benefits through COBRA (for COBRA definitions see Health Benefits, Section 8, Termination).

G. Dental Benefits

Dental coverage will cease on the first of the month one month following the day of layoff. Employees will be notified by Human Resources. (See Health Benefits, Section 9 for COBRA explanation).

H. Life Insurance

An employee on layoff shall have his/her group life insurance continued at the expense of the County for a period of 93 calendar days from the date of layoff. Thereafter, the employee may contact the Prudential Insurance Company to convert his/her life insurance to an individual policy.

I. Pension

An employee on layoff may not purchase pension credit while on layoff and may either leave his/her contributions in the system for

Layoff

up to two years or may withdraw them.

Section 4. Recall

In the event that work increases or as funds become available, the Board of Chosen Freeholders shall determine the number of persons in each job classification in each division that are to be recalled. Employees shall be recalled from layoff in the reverse order in which they were laid off, by job classification, within the division in which the employee was working at the time of layoff.

Section 5. Re-employment

Laid off employees shall be considered for vacancies in the following order:

- A. In order of length of service by job classification held by an employee at the time of layoff, within any division having a vacancy in said job classification.
- B. In order of length of service to a job classification for which an employee is qualified, within the division in which the employee was working at the time of layoff.
- C. In order of length of service to a job classification for which an employee is qualified, within any division having a vacancy in said job classification.

Section 6. Termination

If the County is unable to place a laid off employee into a County position, via recall or reemployment, within six months from the date of layoff, the employee's services shall be terminated. The date of termination shall be six months from the date of layoff and the termination shall be considered to be in good standing. Any monies due an eligible regular or provisional employees for sick leave or accrued shall be paid to him/her at this time.

Section 7. Employee Status Upon Recall

A regular or provisional employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall retain his/her regular or provisional status and shall receive credit for both the period of service preceding the layoff as well as for the period of the layoff. A temporary or probationary employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall receive credit for the period of service preceding the layoff but shall not receive credit for the period of the layoff.

Layoff

Section 8. Status of Benefits Upon Recall

- A. A regular or provisional employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall retain all of the benefits to which he/she was entitled prior to the layoff. The employee shall also be credited with any vacation, sick leave, or personal days he/she would have earned had he/she continued working. Membership in the pension system shall be compulsory, and the employee may re-enroll in the group health benefits program at this time.
- B. A probationary employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall continue his/her probationary period and shall receive benefits due a probationary employee.

Section 9. Employee Status Upon Reemployment

An employee who is reemployed by the County within six months of the date of layoff shall be reemployed at their former status unless assigned to a different position.

Section 10. Status of Benefits Upon Reemployment

- A. A regular or provisional employee who is reemployed by the County within six months of the date of layoff shall retain all of the benefits to which he/she was entitled prior to the layoff, regardless of the fact that the employee shall be subject to the probationary period. The employee shall also be credited with any vacation, sick leave, or personal days he/she would have earned had he/she continued working. Membership in the pension system shall be compulsory, and the employee may re-enroll in the group health benefits program at this time.
- B. A probationary employee who is reemployed by the County within six months of the date of layoff shall receive benefits due a probationary employee.

Procedure

Section 1. Layoff

- A. When it is apparent that a layoff may become necessary, Human Resources shall meet with the Division Head and review the status and qualifications of those employees likely to be affected by the layoff and establish the date layoffs will occur.
- B. Human Resources shall notify the affected employees of layoff by certified mail, outlining the date upon which the employees will be laid off and reason for the action. Employees so affected will receive one month's notice.

Layoff

- C. Human Resources shall attempt to place the affected employees, on the basis of qualifications and length of service and performance, into other County positions, via transfers, reassignments, or promotions.
- D. Any monies due an employee for unused vacation time shall be computed and included in the employee's final paycheck.

Section 2. Recall

- A. The names of all employees who are laid off shall be kept on an active recall list for a period extending six months from the date of layoff.
- B. In the event of recall, Human Resources shall notify an affected employee by certified mail, sending the notice of recall to the employee at his/her last known address.
- C. An employee who cannot report for work on the date outlined in the notice of recall should notify Human Resources prior to that date to see if other arrangements can be made. If an employee fails to report for work on the date outlined in the notice of recall and fails to notify Human Resources as described above, he/she shall be considered to have resigned. Such resignation shall not be considered to be in good standing.

Section 3. Reemployment

- A. The names of all employees who are laid off shall be kept on an active reemployment list for a period extending six months from the date of layoff.
- B. When a vacancy becomes available, laid-off employees shall be considered by Human Resources in the order described previously in this policy. Human Resources shall review the qualifications of the laid-off employees whose names are on the reemployment list to determine if there are any who possess the necessary qualifications. Those who do shall be notified of the vacancy and asked if they are interested. If interested, appropriate interviews shall be scheduled by Human Resources.

Section 4. Termination

If, after a six-month period of layoffs, an employee has not been recalled or reemployed by the County, Human Resources shall complete the necessary forms to terminate the employee. Human Resources shall notify the affected employee of termination by certified mail, and the Treasurer's Office shall send the employee a check for any monies due him/her for sick leave or accrued vacation by certified mail.

Layoff

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- 55 Sick Leave
- 71 Health Benefits Program
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Workforce Reduction

Policy

Section 1. Workforce Reduction

- A. In order to respond readily to changing economic conditions, new opportunities for improvements, and increased need to enhance the quality and efficiency of its programs, some positions must be discontinued or transformed. This policy allows for the discontinuation of positions resulting from a management decision that reduction in the work force is necessary or that work functions should be eliminated or changed.
- B. Determination of positions to be discontinued will be made by management of the affected division, with a written statement of justification submitted to the Board of Chosen Freeholders for approval. When skills, abilities and performance of employees necessary to meet the current and prospective operations requirements are deemed by the management to be substantially equal, then length of service within the County will be considered among the factors in selecting positions for discontinuation.
- C. The period of notice of workforce reduction will be no less than 60 calendar days, such period beginning with the date of delivery of the written notice to the employees and ending with the employee's last day of work.
- D. The Division of Human Resources and the employee whose position is being discontinued will work together to identify current job openings within Somerset County that the employee may be qualified for.
- E. An employee who has been reduced in force and who does not obtain another job in Somerset County by the effective date of the workforce reduction may be eligible for severance pay when separated, provided they are a regular, fulltime employee and have six months or more of continuous service with the County immediately prior to the workforce reduction.

Appendix B

Sick Leave

Policy

Section 1. General

- A. From time to time employees, their dependents, spouse, domestic partner, civil union partner or parents suffer illnesses or injuries which compel their absence from work. To encourage these employees to take proper care of themselves and their families, and to discourage coming to work with illnesses which could be complicated or which could be contagious to their fellow employees, and to meet their obligations for dependent, spousal or parental care, a system of paid sick leave hours for these short term disabilities has been established. Sick leave hours may be used only for personal illness, injury or pregnancy or for dependent, spouse, domestic partner, civil union partner or parental illness. For purposes of this policy, dependents include sons, daughters, step or half relation of a similar nature, son-in-law, daughter-in-law, or grandchild. Temporary employees shall not be entitled to sick leave days.
- B. For the purpose of this policy, the accrual period will be considered to be the calendar year.
- C. An employee who uses sick leave for a period of five consecutive working days or longer for themselves, dependents, spouse, domestic partner, civil union partner or parents shall be required to produce a written statement from their physician advising of the nature and extent of the illness or injury. Such an employee may also be required to produce periodic written statements from his/her physician advising of the nature, extent, and estimated duration of the illness, injury or pregnancy for themselves, dependents, spouse, domestic partner, civil union partner or parents. Since any such physician's statement is defined under HIPAA privacy regulations as protected health information (PHI), it should be forwarded to the Human Resources division where it will be placed in the employee's medical file, thereby ensuring the employee's privacy is maintained. Human Resources will review physician's statements and inform divisions if they are acceptable. An employee on sick leave for a period of five consecutive working days or longer may be, at any time, required to undergo a physical examination by a County-designated physician. The cost of any such exam shall be paid by the County. Employees shall submit a Statement of Fitness from their physician in order to return to work.
- D. An employee using sick leave for a period of less than five working days shall not normally be required to produce a doctor's statement, unless, in the judgment of the Division Head, there is a question of authorized usage.
- E. An employee using sick leave for a period of less than five working days and has used all earned sick leave shall be charged with Leave Without Pay.

Sick Leave

- F. Pregnancy is a disability which may require the employee to be absent from the job because of incapacitation. Sick Leave shall be used to cover absences due to incapacitation caused by pregnancy, childbirth and confinement. Any additional time off after the delivery and recuperation period shall be in the form of available vacation hours or Leave of Absence Without Pay as Family and Medical Leave.
- G. Sick leave is not intended to cover routine medical appointments. Employees may use Personal Leave for such appointments.
- H. Employees who take no Sick Leave and who attain perfect attendance for a calendar year shall be granted their birthday as a day off in the following year.

Section 2. Accrual of Sick Leave Days

- A. At the beginning of each calendar year, each full-time and part-time employee shall be credited with sick leave hours in accordance to the schedule below.

WEEKLY WORK HRS.	20	21	25	28	30	35	37 ½	40
Sick Leave Hours	48	51	60	68	72	84	90	96

Section 3. Sick Leave Accrual During Remainder of First Calendar Year of Service

- A. Full-time or part-time employees shall earn sick leave up to 8 hours for each full month of service during the remainder of the calendar year in which hired in accordance to the following chart.

WEEKLY WORK HOURS	20	21	25	28	30	35	37 ½	40
Monthly Earning of Sick Leave in Remaining Calendar Year	4	7	5	7	6	7	7 ½	8

- 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 hours only as earned. Any additional absences shall be charged to Leave without Pay.

Sick Leave

Section 4. Accumulation of Sick Leave

- A. Effective January 1, 2008, full-time employees may accumulate unused sick leave hours from year to year.
- B. Employees may also participate in the donated leave program by donating hours each calendar year to the bank.

Section 5. Payment for Accumulated Sick Leave

- A. Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2008. This is referred to as the "2007 Sick Bank".
- B. 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 hours in their 2007 Sick Bank, payable at their 2007 rate of pay. If, after computing one-third of an employee's accumulation of unused 2007 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.
- C. An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours in their 2007 Sick Bank, regardless of his/her number of years of service with the County.
- D. When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2007 Sick Bank, payable at their 2007 rate of pay, regardless of the number of years of service the employee had with the County.

Procedure

Section 1. Notification of Sick Leave Use

- A. An employee must notify his/her Division Head no later than the start of their regularly scheduled work day if they or a family member are ill and find it necessary to use sick leave hours. It shall also be the responsibility of these employees to notify their Division Head daily if the illness or disability continues for longer than one day.
- B. In cases of planned disabilities such as surgery or pregnancy, it shall be the employee's responsibility to notify the Division Head of the planned absence and submit to the Benefits Specialist 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. To ensure an employee's privacy is maintained, procedures

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outlined in Section 1C of the policy will be followed.

Section 2. Physician's Statement

In an instance where an employee shall be using sick leave hours for a period of five consecutive working days or longer, the employee must notify the Division Head and submit a written statement from the physician to the Benefits Specialist for review and placement in the employee's medical file. In other instances when the physician submits statements, such statement shall also be forwarded to Human Resources for placement in the employee's medical file. To ensure an employee's privacy is maintained, procedures outlined in Section 1C of the policy will be followed. Written statements shall consist of a diagnosis and prognosis of the illness, injury or pregnancy; extent and estimated duration of same. A statement of fitness to return to work shall also be required for any employee illness of five or more consecutive working days.

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 Human Resources and the employee shall be notified by that office. Any such exam shall be paid by the County.

Section 4. Recording Sick Leave Use

- A. Each day all timekeepers shall record any employee using sick day leave on the County's automated timekeeping system.
- B. Each pay period all Division/Department Heads shall approve all daily sick leave timekeeping transactions as noted in Section 3A of the procedures by submitting their automated timekeeping records to Payroll.
- C. The Division of Human Resources shall maintain a computerized record of leave balances on each employee for each year via the automated timekeeping system, and shall monitor any sick leave time that the employee has taken with the timekeeper. At the end of each calendar year, the number of sick leave hours not used the previous year will appear as the "Beginning Balance" on the following year's computerized attendance record which can be seen on the timekeepers computer screen. A record of all Sick Leave used by employees shall be maintained on the County automated timekeeping system.
- D. Upon completion of the updated computerized records Human Resources shall notify the Division Heads of employees with perfect attendance of their eligibility to take their birthdays off. This time shall be counted as time worked in the calculation for overtime.

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Related Policies

52	<u>Personal Leave</u>
56	<u>Extended Sick Leave</u>
57	<u>Donated Benefit Leave Bank Program</u>
58	<u>Worker's Compensation and Injury Leave</u>
60	<u>Leave of Absence Without Pay</u>
	<u>Family and Medical Leave</u>

Revised: December, 2007

Extended Sick Leave

Section 4. Accrual of Leave While on Extended Sick Leave

- 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 twenty-six week period of extended sick leave.**
- B. If an employee is on extended sick leave for the last seven or less consecutive workdays 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 hours 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 hours 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 hours 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, retired or placed on a Leave of Absence without pay, pending the ability to be placed on appropriate benefits, i.e., social security. 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

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have the choice to terminate or 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 the County 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 hours, the employee or his/her Division Head shall immediately notify Human Resources. 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 Human Resources prior to the expiration of the employee's accumulation of unused sick leave hours so that it can be processed and a determination as to eligibility can be made. Since this application is considered protected health information under HIPAA privacy regulations, it should be forwarded to the Human Resources division where it will be placed in the employee's personnel file, thereby ensuring the employee's privacy is maintained. Human Resources will review any such application and inform divisions if they are acceptable. In the event that the completed "Extended Sick Leave Application" is not returned to Human Resources prior to the expiration of an employee's accumulation of unused sick leave hours, the employee shall be placed on a leave without pay until the completed "Extended Sick Leave Application" is received by the Division of Human Resources 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 Extended Sick Leave Use

- A. Each day the time keepers shall record any employee using extended sick leave on the County's automated timekeeping system.
- B. Each pay period all Division/Department Heads shall approve all daily Extended Sick Leave transactions as noted in Section 2A by submitting their automated timekeeping records to Payroll.
- C. The Division of Human Resources shall monitor a computerized record of leave balances on each employee for each year, and the Time keeper shall record daily any extended sick leave hours that the employee has taken, maintaining a record of the total length of extended sick leave taken by an employee in each calendar year.

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Section 3. Return to Work

One week prior to an employee's return to work after extended sick leave, the employee shall submit a return to work statement from his/her physician to the Benefits Specialist. This statement shall be reviewed and placed in the employee's medical file. If appropriate, Human Resources shall make arrangements to schedule a Fitness for Duty examination by the County physician. The cost for any such exam shall be paid by the County. The employee's full pay status will take effect upon their return to work.

Section 4. Maximum Use of Extended Sick Leave

- A. Three weeks prior to the expiration of extended sick leave, Human Resources 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 Human Resources no later than one week before the expiration of extended sick leave. If this statement is not received by Human Resources in the time limit specified, the employee shall be placed on an unauthorized leave without pay after the expiration of extended sick leave. A certified letter shall be sent to the employee advising him/her of this action and advising that failure of Human Resources 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.
- B. If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work at his/her former position, Human Resources shall make an appointment with the County physician to confirm the employee's physician's statement. If the County physician confirms the employee's status as permanently incapacitated and unable to return to work at his/her former position, Human Resources shall make an appointment for a Functional Capacity Examination to determine the type of work the employee can perform. Upon receipt of the test results, the employee will meet with Human Resources staff to review the employee's background and possible opportunities available on the County's vacancy listing. The employee will receive a copy of the vacancy listing for a period of three months. If a position is listed that the employee is interested in pursuing, Human Resources will have the employee complete an application and forward it to the respective division for consideration. If the employee is offered the position, they will be transferred to the new position. Any such transfer is subject to a probationary period as a new employee. If it is determined the employee either cannot return to work in any capacity or if the employee so chooses, Human Resources will process the necessary forms to terminate or retire the employee or place on a

Extended Sick Leave

Section 1. General

In the event that an employee's personal illness; disability; or incapacitation caused by pregnancy, childbirth and confinement continues and the employee has exhausted his/her accumulation of sick leave hours, 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 regular 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 sick leave hours 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" (see Appendix) and submit it to Human Resources prior to the expiration of the employee's accumulation of sick leave hours.
- 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 statement of fitness to return to work. An employee on extended sick leave may, at any time, be required to undergo a physical examination by a County-designated physician. The cost of any such exam shall be paid by the County

Section 3. Exceptions to Eligibility

- A. Extended sick leave shall not be permissible beyond the recuperation period for childbirth except for complications which are fully documented by the physician.
- B. Extended sick leave is offered only for the employee's personal illness or injury and is not available for illness or injury of a family member.

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Leave Without Pay pending the ability to be placed on appropriate benefits.

- C. 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, Human Resources shall process the necessary forms to place the employee on a leave without pay under the Family and Medical Leave Policy for up to 12 weeks.
- D. After three months, if a vacancy does not exist within the division to which the employee can qualify nor a vacancy to which the employee can transfer, the employee will be terminated.
- E. 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.

Related Policies

- 62 Family and Medical Leave
- 57 Donated Benefit Leave Bank Program
- 60 Leave of Absence Without Pay
- 58 Worker's Compensation & Injury Leave
- 59 P2K Instructions