

907

**AGREEMENT**

**Between**

**THE COUNTY OF UNION**

**and**

**LOCALS 68 - 68A - 68B AFFILIATED WITH  
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**

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**EFFECTIVE: JANUARY 1, 1993 THROUGH DECEMBER 31, 1995**

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PREAMBLE

THIS AGREEMENT made this day of *December* 1993, between THE COUNTY OF UNION (hereinafter called the "Employer") , and LOCALS 68 - 68A - 68B affiliated with INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, (hereinafter called the "Union");

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and all other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the County recognized as being represented by the Union as follows:

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the International Union of Operating Engineers, AFL-CIO, as the exclusive representative for all its Stationary Engineers, Plumber-Steamfitters, Plumber-Steamfitter Assistant Foreman and Maintenance Repairmen (Low Pressure License) at its location of a complex building known, as the Union County Courthouse, located in the City of Elizabeth, in the State of New Jersey, and those buildings under the control of the County of Union requiring the skills and licensing, if necessary, as those presently under the jurisdiction of Local 68 Operating Engineers, but excluding Plumbers and/or Maintenance Repair Plumbers employed in the Department of Operational Services.

ARTICLE 2

MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

Section 2.

Whenever the term "Employer," "Department Head," or "Supervisor" shall be used throughout this Agreement, it shall mean and include the County Board of Freeholders and/or the County Manager and/or their designees as specifically may be provided in N.J.S.A. 40:41A-45 et seq. or the Administrative Code of the County of Union.

Section 3.

Except as modified, altered or amended by the within Agreement, the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey,

the Constitution of the State of New Jersey and the Constitution of the United States of America, including but without limitation the following rights, privileges and functions:

(a) The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment.

(b) The right to hire employees and subject to existing Civil Service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, demotion, promotion and transfer; and to discipline for just cause.

(c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed against any employee.

Section 4.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board of Freeholders, the County Manager or other designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection thereto shall be limited only by the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States.

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Section 5.

Nothing contained herein shall be considered to deny or restrict the Board of Freeholders, the County Manager or other designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other state law or regulations as they pertain to County Manager form of government.

ARTICLE 3

COLLECTIVE BARGAINING PROCEDURE

Section 1.

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

Section 2.

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Employer or the Union.

Section 3.

Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings will be excused from their work assignments without compensation by the Employer, provided their absence would not seriously interfere with the operation of the Employer.

ARTICLE 4

PAYROLL DEDUCTION OF UNION DUES

Section 1.

An employee who wishes to have the Employer deduct the amount of monthly Union membership dues from his pay for transmittal to the Union shall authorize such deduction in writing to his department head who shall deliver it immediately to the Payroll Department.

Section 2.

The amount of monthly Union membership dues will be certified by the President or an international representative of the Union in writing to the Employer and the amount so certified will be uniform for all members of the Union. A certification which changes the amount of dues shall become effective on the first day of the calendar month following a thirty (30) day, period after such certification is received by the Employer.

Section 3.

One (1) deduction in respect to the current month's dues will be made monthly, provided the authorization is received in the Payroll Department not less than three (3) weeks in advance of the scheduled pay date, and provided there is sufficient pay available to cover the same for fifty (50%) percent of the amount authorized after all deductions required by law or authorized by the employee have been made. Deductions will not be made in respect to any prior monthly dues, except when the Employer, through error or oversight, fails to make the deduction in any monthly period.

Section 4.

(a) Effective the first of the month following thirty (30) days after the signing of this contract, if an employee does not become a member of the Union, the Union shall furnish the name of such person to the County requesting that the employee, through payroll deductions, pay a representation fee in lieu of dues for services rendered by the Union.

(b) The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to, or benefit only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessment.

(c) Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained by the Union, which shall be in accordance with appropriate statutory provisions and Court Decisions, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share, subject to



refund, shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employee represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.

(d) Any person who becomes an employee after the signing of this Agreement shall on the first of the month after thirty (30) days of employment be charged one-twelfth (1/12th) of the representation fee for each month of the balance of the year of his first year of employment.

(e) The mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(f) Effective the first of the month following thirty (30) days after the signing of this Agreement, the Union will notify the County Manager, in writing, of the current annual dues and/or the amount of the representation fee and will from time to time thereafter give to the County at least a sixty (60) days notice, in advance, of any changes in the annual membership or representation fee schedule so that the same can be accommodated by the County within a sufficient time after it receives the notice.

(g) The Union shall indemnify, defend and save the County of Union harmless against any and all claims, demands, suits, or other forms of liability, that shall arise out of or by reason of the action taken or not taken by the County of Union in reliance upon the representation fee information furnished by the Union or its representatives.

Section 5.

The Union dues or representation fees deducted from an employee's pay will be transmitted to the Union by check as soon as practicable after the first period in which the deductions were made and will be accompanied by a list showing the names of the employees from whose pay:

- (a) Regular deductions have been made;
- (b) Deduction has been made for a prior monthly period;
- (c) No deduction has been made because of insufficient earnings in pay period.

Section 6.

An authorization for deduction of Union membership dues shall be terminated automatically when an employee is transferred out of the bargaining unit, or is removed from the payroll of the Employer, or goes on a leave of absence without pay for more than one (1) month, and there shall be no obligation on the part of the Employer to continue dues deductions in effect in the absence of an applicable collective bargaining agreement.

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Section 7.

If an employee, in accordance with the Statute in such case made and provided, terminates his Union membership, the representation fee, as hereinabove provided for, shall be paid over thereafter to the Union provided, however, if the said employee desires to reinstate his Union membership upon such authorization being given to the County, the dues deduction shall thereafter be made in accordance with the provisions hereinabove provided.

Section 8 .

In addition to the indemnification provided for under the Agency Shop provisions, hereinabove set forth, the Union further agrees that it will indemnify and save harmless the County against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union pursuant to the terms of this Article.

ARTICLE 5

DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

## ARTICLE 6

### NO STRIKES OR LOCKOUTS

#### Section 1.

There shall be no lockouts, strikes, work stoppage or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employees participating in a violation of the provisions of this Article.

#### Section 2.

The Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage. In the event that the Union's members participate in such activities, in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

## ARTICLE 7

### CONDUCTING UNION BUSINESS DURING WORKING HOURS

#### Section 1.

The Union shall neither solicit members nor conduct any union business on Employer's property during Employer assigned working schedules of either the representative of the Union or the employee involved, except for the following:

- (a) collective bargaining;
- (b) time spent conferring with management on specific grievances as specified in the Grievance Procedure, Article 9, and;
- (c) observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observation can properly be conducted only during the working hours of the employee(s) involved, in which case, the observation will be held during standard working hours and not when employees are working on premium time.

## ARTICLE 8

### EMPLOYEES SERVING AS UNION REPRESENTATIVES

#### Section 1.

Designation of the Union representatives (including Union Officers):

(a) The Union shall advise the Employer in writing of the names of its representatives and their respective authorities (including titles of Union officers). Such notification shall be signed by the President of the Local or by the International Representative and shall specify the type of responsibility to which each has been assigned. Union representatives shall not be recognized as such prior to receipt by the Employer of such notices nor shall they be recognized beyond the extent of authority delegated.

(b) It is agreed that there shall be no more than one (1) such representative in the bargaining unit at any one time during the term of this Agreement.

Section 2.

Excused absences for Union duties at Union request:

(a) Upon the request of the Union, the authorized representative who has been selected by the Union to perform Union duties which take him from his work, shall be excused from his work for a reasonable length of time. The Union agrees that they will not ask that the representative be so excused from his work at a time when his absence will seriously interfere with the operation of the Employer.

(b) Such excused absence from work shall be without pay and ordinarily shall be limited to a cumulative period of thirty (30) days in a calendar year.

(c) Each time the authorized representative is excused from his assigned duties to perform Union duties, he shall:

1. Arrange with his supervisor to leave his work.
2. Notify the supervisor of any employer facility visited, on arrival, and make arrangements for any observation necessary.
3. Notify his supervisor upon return to the job.
4. Record his time out and time in with his supervisor upon leaving and returning to his job.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the parties concerning any claimed violation of this Agreement with respect to wages, hours of work or other conditions of employment.

Section 2.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances and to that end, the following procedures shall be the sole and exclusive method of resolution consistent with the applicable civil service laws, rules and regulations of the State of New Jersey. All time limitations set forth herein shall be considered as the maximum and failure to act within the allotted time period shall be deemed to constitute a waiver and abandonment of the grievance, unless mutually extended by the parties in writing.

STEP 1: An employee with a non-disciplinary grievance shall first discuss it with his immediate supervisor either directly or through an authorized union shop steward within five working days after the employee knew or should have known of the event giving rise to the grievance.

STEP 2: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five working days after the presentation of that grievance at Step 1, the union may file within five working days with the director of the department in which the aggrieved employee is assigned a written grievance setting forth the nature of the grievance and designated contract provision(s) claimed to have been violated. The grievance shall be discussed by the authorized union representative and the director of the department or his designee at a mutually agreeable time and place not later than five working days after the grievance has been filed. Within ten working days after the meeting, the director of the department shall notify the union of his decision in writing.

All disciplinary grievances shall commence at Step 2.

STEP 3: If the grievance is not resolved at Step 2, or if no written decision has been rendered within ten working days after the Step 2 meeting, the union shall file the grievance together with all supporting documentation with the County Manager within five working days. At the sole discretion of the County Manager, a meeting may be held with the authorized union representative relative to the grievance. The County Manager shall render a written answer to the grievance within ten working days of the filing of the grievance or of any grievance meeting, whichever is later.

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STEP 4: If the grievance is not resolved at Step 3, or if no written answer has been rendered within the allotted time of Step 3, the union shall in ten working days make a written demand for arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, with a copy of the demand being delivered to the County Manager and Director of Personnel for the County of Union. The written demand for arbitration shall set forth the specific nature of the dispute and specific provisions of the Agreement claimed to be violated. The selection of an arbitrator as well as the conduct of the arbitration hearing shall be in accordance with the rules and regulations of the New Jersey State Board of Mediation then in effect.

The arbitrator so selected shall hear the dispute at a mutually agreeable time and place.

The decision of the arbitrator shall be final and binding upon the employer, the union, and the employee(s) and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision which shall be done within 30 days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the employer any obligations or liability not expressly assumed by the employer under the provisions of this Agreement; nor may the arbitrator deprive the employer of any right reserved, expressed or implied, by it for its benefit hereunder.

The cost of the arbitrator's fee shall be borne equally by the parties. Each party shall be responsible for its own cost incurred in arbitration.

#### ARTICLE 10

#### WORK SCHEDULES

##### Section 1.

The standard weekly work schedules for employees engaged in work that requires employee services continuously throughout the standard work week shall consist of five (5) daily work schedules of eight (8) hours arranged by the Employer within the standard work week, frequently including Saturdays, Sundays or holidays.

##### Section 2.

The Employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the daily work schedule, and to vary from the daily or weekly work schedule.

ARTICLE 11

OVERTIME

Section 1.

It is recognized that the needs of the Employer may require overtime work beyond the employee's standard daily or weekly work schedule and the jobs involved must be adequately manned by qualified employees working on an overtime basis.

Section 2.

(a) The amount of overtime and the schedule for working such overtime will be established by the Employer and employees shall work such overtime as scheduled unless excused by the Employer. It is understood that before employing part-time employees, the Employer will use full-time employees to the extent possible to perform all such overtime work as may be required by the Employer.

(b) The Employer agrees that, before overtime that is refused can be charged against an employee for purposes of equalization of distribution of overtime, he must receive at least two (2) hours' notice of the scheduling of the overtime.

Section 3.

Pay at time and one-half the straight time hourly pay shall apply to authorized time worked in excess of forty (40) hours in the standard work week.

Section 4.

Time within the employee's standard work week for which he receives pay from the Employer shall be credited to time worked in computing the forty (40) hours at straight time hourly pay.

Section 5.

For employees whose tour of duty starts on or before midnight, all hours worked during the tour of duty shall be counted as having been worked on the day on which he reported. There shall be no pyramiding of overtime.

Section 6.

Overtime work, as hereinabove provided, shall be equally distributed among employees within their respective departments, as is reasonably practical among those capable of performing the work to be done.

ARTICLE 12

MOVEMENT OF PERSONNEL

Section 1.

The Employer desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the Employer and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force.

Section 2.

The parties agree that all hirings, layoffs and separations shall be in accordance with the REVISED CIVIL SERVICE RULES FOR THE STATE OF NEW JERSEY as applicable to County governments.

ARTICLE 13

SICK LEAVE

Section 1.

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relatives residing in the employee's household); (4) death in the employee's immediate family for a reasonable period of time. Up to five days may be permitted when such an absence is caused by the death and attendance at the funeral of a spouse or a child and up to three days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined above. Sick leave may also be used by a handicapped employee for absences related to the acquisition of or use of an aid for the handicapped when the aid is necessary to function on

the job. In such cases, reasonable proof may be required by the County.

Section 2.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3.

Sick leave is earned in the following manner:

(a) New employees shall only receive one working day for the initial month of employment if they begin work on the first through eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third day of the month.

(b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

(c) Part-time employees shall be entitled to a proportionate amount of paid sick leave.

(d) Paid sick days shall not accrue during a leave of absence without pay or suspension.

(e) Sick leave credit shall not accrue after an employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

(f) Unused sick leave shall accumulate from year to year without limit.

Section 4.

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer. In addition, the Employer, in its discretion, may require proof of illness of an employee on sick leave whenever such proof is reasonable.

Section 5.

Any employee who has been absent on sick leave for a period totalling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature causing an employee's periodic repeated absence from duty for one (1) day or less in which event, only one medical certificate shall be required for every six month period. The medical certificate must

specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

The parties agree to continue the County program of payment for unused sick leave upon retirement in accordance with the requirements of that program as set forth in its regulations which are attached hereto as Exhibit A.

ARTICLE 14

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than one (1) year are entitled to be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year are entitled to be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to his or her Department Head. The leave may only be taken if the Department Head approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment.



(a) One (1) day after four (4) months of employment.

(b) One (1) additional day after eight (8) months of employment.

(c) The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) months of employment.

Section 2.

No personal leave shall be applied for, approved or granted, immediately before or after any vacation period, holiday period or weekend, except under extraordinary circumstances.

Section 3.

Leave days, as provided herein, must be used in a one (1) year period and shall not be accumulative from year to year.

ARTICLE 15

DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchild, mother-in-law, and father-in-law, or other relative residing at employee's household.

ARTICLE 16

JURY DUTY

Section 1.

An employee summoned for jury duty shall receive his regular pay from the Employer for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

Section 2.

Any payment received for jury duty must be turned in to the Employer through the employee's department head less allowance for travel and meal expense.

ARTICLE 17

VACATIONS

Section 1.

Vacation Eligibility:

(a) During the first calendar year of employment, employees shall be entitled to one (1) vacation day for each month of service during the calendar year following the date of employment.

(b) Employees with one (1) to eight (8) years of service shall be entitled to thirteen (13) working days vacation each year.

(c) Employees with eight (8) completed years of service to ten (10) years of service will be entitled to fourteen (14) working days vacation each year.

(d) Employees with ten (10) completed years to fifteen

(15) years of service will be entitled to seventeen (17) working days vacation each year.

(e) Employees with fifteen (15) completed years to twenty (20) years of service will be entitled to nineteen (19) working days vacation each year.

(f) Employees with twenty (20) completed years to twenty-five (25) years of service will be entitled to twenty-one (21) working days vacation each year.

(g) Employees with twenty-five (25) or more completed years of service will be entitled to twenty-six (26) working days vacation each year.

Section 2.

Part-time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 above.

Section 3.

The Employer shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 4.

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.

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Section 5.

An employee who is retiring on pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 6.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 7.

If a holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 8.

Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 9.

If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final pay check.

Section 10.

Vacations must be taken during the current calendar year unless the supervisor determines that it cannot be taken because of pressure of work, in which case, unused vacations, may be carried into the next succeeding year only.

ARTICLE 18

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1993 for all those employees covered under this Agreement:

- |                                  |  |
|----------------------------------|--|
| 1. New Year's Day                | Friday, January 1, 1993  |
| 2. Martin Luther King's Birthday | Monday, January 18, 1993                                       |
| 3. Lincoln's Birthday            | Friday, February 12, 1993                                      |
| 4. Washington's Birthday         | Monday, February 22, 1993                                      |
| 5. Good Friday                   | Friday, April 9, 1993  |
| 6. Memorial Day                  | Monday, May 31, 1993   |
| 7. Independence Day              | Sunday, July 4, 1993<br>(celebrated Mon. July 5, 1993)         |
| 8. Labor Day                     | Monday, September 6, 1993                                      |
| 9. Columbus Day                  | Monday, October 11, 1993                                       |
| 10. Election Day                 | Tuesday, November 2, 1993                                      |
| 11. Veteran's Day                | Thursday, November 11, 1993                                    |
| 12. Thanksgiving Day             | Thursday, November 25, 1993                                    |
| 13. Day After Thanksgiving Day   | Friday, November 26, 1993                                      |
| 14. Christmas Day                | Saturday, December 25, 1993<br>(celebrated Fri. Dec. 24, 1993) |

Section 2.

The Employer has designated the following days as holidays for the year 1994 for all those employees covered under this Agreement:

- |                                  |  |
|----------------------------------|--|
| 1. New Year's Day                | Saturday, January 1, 1994<br>(celebrated Fri. Dec. 31, 1993) |
| 2. Martin Luther King's Birthday | Monday, January 17, 1994                                     |
| 3. Lincoln's Birthday            | Saturday, February 12, 1994                                  |
| 4. Washington's Birthday         | Monday, February 21, 1994                                    |
| 5. Good Friday                   | Friday, April 1, 1994  |
| 6. Memorial Day                  | Monday, May 30, 1994   |
| 7. Independence Day              | Monday, July 4, 1994   |
| 8. Labor Day                     | Monday, September 5, 1994                                    |
| 9. Columbus Day                  | Monday, October 10, 1994                                     |
| 10. Election Day                 | Tuesday, November 8, 1994                                    |
| 11. Veteran's Day                | Friday, November 11, 1994                                    |
| 12. Thanksgiving Day             | Thursday, November 24, 1994                                  |
| 13. Day After Thanksgiving Day   | Friday, November 25, 1994                                    |
| 14. Christmas Day                | Sunday, December 25, 1994<br>(celebrated Mon. Dec. 26, 1994) |

Section 3.

The employer has designated the following days as holidays for the year 1995 for all those employees covered under this Agreement:

- |                                     |  |
|-------------------------------------|--|
| 1. New Year's Day                   | Sunday, January 1, 1995<br>(celebrated Mon. Jan. 2, 1995)      |
| 2. Martin Luther King's<br>Birthday | Sunday January 15, 1995<br>(celebrated Mon. Jan. 16, 1995)     |
| 3. Lincoln's Birthday               | Sunday, February 12, 1995<br>(celebrated Mon. Feb. 13, 1995)   |
| 4. Washington's Birthday            | Monday, February 20, 1995                                      |
| 5. Good Friday                      | Friday, April 14, 1995   |
| 6. Memorial Day                     | Monday, May 29, 1995   |
| 7. Independence Day                 | Tuesday, July 4, 1995  |
| 8. Labor Day                        | Monday, September 4, 1995                                      |
| 9. Columbus Day                     | Monday, October 9, 1995  |
| 10. Election Day                    | Tuesday, November 7, 1995                                      |
| 11. Veteran's Day                   | Saturday, November 11, 1995<br>(celebrated Fri. Nov. 10, 1995) |
| 12. Thanksgiving Day                | Thursday, November 23, 1995                                    |
| 13. Day After Thanksgiving Day      | Friday, November 24, 1995                                      |
| 14. Christmas Day                   | Monday, December 25, 1995                                      |

Section 4.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus payment at time and one-half (1 1/2) their regular rate of pay for all hours actually worked on the holiday, subject to the overtime provision set forth in this Agreement.

Section 5.

Employees assigned to departments which work on a continuous operation of twenty-four (24) hours per day, seven (7) days per week, and who have previously been granted compensatory time for holidays which fall on a non-working day, shall now receive payment or compensatory time in lieu thereof, at the employee's

discretion for such holiday not worked; such election shall be made two (2) weeks from the date of the holiday.

Compensatory time under this provision of the contract must be taken within the calendar year in which such holiday occurs.

## ARTICLE 19

### EMPLOYEE BENEFIT PLANS

#### Section 1.

Upon meeting the necessary requirements, employees in the bargaining unit will be covered by the following benefit plans:

- (a) Public Employee's Retirement System.
- (b) Hospitalization and Major Medical Insurance Plan, with the option of the County to have a form of self-insurance plan or have the same placed with an insurance company or companies.

Effective January 1, 1994, the following provisions applicable to health insurance coverage shall be implemented:

- (1) Deductible for any one benefit period shall be \$200 for each employee and a total amount of an additional \$200 for eligible dependents.
- (2) Co-payment by employees for major medical coverage shall be 20% of the first \$5,000 of eligible expenses.
- (3) Pre-Admission Review (PAR) with 50% cutback and mandatory second surgical opinion (MSSOP) with 50% cutback.
- (4) No flow through of prescription co-payments to major medical portion of health insurance.

Effective January 1, 1995, employees with dependent coverage shall pay \$10.00 per month as a co-payment for cost of dependent coverage through payroll deductions. This co-payment is to be implemented to cover cost increase of insurance in 1994 over 1993. If cost increases or dependent coverage in 1994 over 1993 do not equal or exceed \$10.00 per month, the difference may be applied to any further increases as of May 1, 1995 over the 1994 cost levels, but in no event shall the co-payment exceed \$10.00 per month during 1995.

(c) Group Life Insurance.

(d) A Drug Prescription Plan with a Two (\$2.00) Dollar deductible clause capped at an Eighty-five (\$85.00) Dollar premium per year for family coverage. Any excess in premium over the Eighty-five (\$85.00) Dollars will be paid for by the employee. Effective October 1, 1993, the prescription plan shall be modified to provide for a co-pay of \$3.00 for generic drugs, \$5.00 for brand name drugs and no co-pay for mail order prescriptions.

(e) Workers' Compensation.

(f) The County of Union will continue to provide a Basic Dental Plan covering employees only. The premium shall not exceed Fifty (\$50.00) Dollars per year to be paid by the County.

(g) The County agrees to continue a program of subsidization of health insurance costs for retirees who were represented by the Union under the terms of this labor contract with the County at the time of retirement. The conditions and requirements for retirees to receive the benefit of the



subsidization program are set forth on Exhibit B which is attached hereto and made a part hereof. The benefits to retirees as provided for herein are limited to the term of this Agreement and become a subject of bargaining thereafter. If the eligibility terms of this plan change by reason of negotiations for the next contract, the parties agree to negotiate for any employees employed from January 1, 1987 who are covered under this contract and who retire during the term and who would meet the new eligibility requirements.

(h) The County shall continue to contribute the sum of Fifty (\$50.00) Dollars per employee per year towards the cost of the current Disability Plan in effect between the County and Council No. 8 of the New Jersey Civil Service Association. Employees shall contribute by way of payroll deduction towards the payment for this Plan to the extent that the cost exceeds the sum of Fifty (\$50.00) Dollars per year per employee. The plan shall be applicable to all employees covered by this Agreement.

## ARTICLE 20

### LONGEVITY

#### Section 1.

All employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto; provided, however, that any employee hired subsequent to January 1, 1973,

shall not be covered by, nor entitled to the benefits of, the longevity program.

Said longevity payments shall be calculated and paid in accordance with the practice as they existed prior to the effective date of this Agreement.

## ARTICLE 21

### SALARIES

#### Section 1.

The salaries during the term of this Agreement for all employees of the Employer recognized as being represented by the union are as shown in Appendix A attached hereto.

Bargaining unit employees who have retired during 1993 or those employees who are on the County payroll as of January 1, 1993 shall be entitled to retroactive pay. Bargaining unit employees who are on leaves of absence without pay shall receive pro rata retroactivity upon return to active service. Employees terminated for cause prior to ratification shall not be entitled to retroactive pay.

#### Section 2.

The Salary Schedule shall consist of six (6) steps.

(a) Step progression is based on merit consideration.

(b) No employee will be paid less than the starting rate or more than a maximum rate for his pay grade.

Section 3.

Adjustments in rates of pay.

(a) Employees hired or who have been promoted and have less than one (1) year of service in the position, shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into.

(b) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1st and June 30th, shall receive their increments as of January 1st.

(c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1st and December 31st, shall receive their increments as of the first payroll period in July.

ARTICLE 22

MISCELLANEOUS

Section 1.

Effective September 27, 1993 (date of ratification) and for the term of this Agreement, all employees covered under this Agreement shall be entitled to a meal allowance in accordance with the following eligibility requirements:

(a) Twelve consecutive hours of work \$7.00

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(b) Sixteen or more consecutive hours of work \$10.00. There shall be no pyramiding of shift hours to obtain the payment of lunch money.

Section 2.

Effective November 1, 1993 those employees who work from 10:00 p.m. to 6:00 a.m. shall be allowed a shift allowance of \$23.37 per week over and above their base rate of pay.

Effective April 1, 1994 the shift allowance will be increased to \$23.84 per week.

Effective November 1, 1994 the shift allowance will be further increased to \$24.55 per week.

Effective January 1, 1995 the shift allowance will be further increased to \$25.17 per week.

Effective September 1, 1995 the shift allowance will be further increased to \$25.79 per week.

Section 3.

Effective November 1, 1993 those employees who work from 2:00 p.m. to 10:00 p.m. shall be allowed a shift allowance of \$19.86 per week over and above their base rate of pay.

Effective April 1, 1994 this shift allowance will be increased to \$20.26 per week.

Effective November 1, 1994 this shift allowance will be further increased to \$20.87 per week.

Effective January 1, 1995 this shift allowance will be further increased to \$21.39 per week.

Section 6.

Effective November 1, 1993 any employee who possesses a Red Seal License or a Plumber License issued by the State of New Jersey will receive a one time stipend of Two Hundred Fifty (\$250.00) Dollars.

Effective January 1, 1994, any employee who possesses or obtains a Red Seal License or a Plumber's License issued by the State of New Jersey will receive a payment of Two Hundred Fifty (\$250.00) Dollars on an annualized basis which shall be added to base pay after the general wage increase calculations have been made.

Section 7.

It is understood and agreed that the International Union of operating Engineers conducts a training school and offers courses in such areas as refrigeration, air conditioning, welding, steam controls, etc. It is further understood that courses conducted by the training school run approximately 110 hours. The County of Union agrees that, if any of the employees covered by the terms of this Agreement (up to a maximum of 5 employees per year) on or after the signing of this Agreement attend the training school and are certified by the Union to have completed the 110-hour course, they shall be reimbursed a total sum of Five Hundred and Fifty (\$550.00) Dollars as and for the tuition for attending the school and taking the initial courses referred to. If an employee has successfully completed an initial training course and thereafter returns to take additional courses, he shall be reimbursed a total

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sum of Fifty (\$50.00) Dollars per year thereafter for satisfactorily attending and completing any such additional courses. The reimbursement shall only be made by the International Union certifying satisfactory attendance and completion of any of the courses offered.

Section 8.

During the term of this Agreement, all employees covered hereunder shall be provided with one (1) hooded winter jacket. During the term of this Agreement, Plumbers and Assistant Plumber Foreman shall be supplied rain gear, which shall be replaced when damaged or once every three years, and leather palm gloves, coveralls and knee high boots which shall be replaced as needed on exchange basis. Employees shall pay for the replacement if the exchange item is not provided.

Section 9. ENGINEER/CO-GEN OPERATOR SALARY ADJUSTMENT -

(A) Effective November 1, 1993, all Stationary Engineers working at the Union County Courthouse complex shall receive a lump sum payment of \$600.00 in recognition of the added duties and responsibilities resulting from co-generation operations.

Effective January 1, 1994, these Stationary Engineers shall receive an \$800.00 annualized stipend which will be added to base salary for hourly rate calculation but shall not be included in the base salary upon which the general wage increases are applied.

Effective January 1, 1995, the \$800.00 stipend shall be increased to \$900.00 which shall be added to base for purposes of

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calculating the hourly rate after the general wage increases for 1995 have been applied.

(B) Stationary Engineers working at the Union County Courthouse complex who are hired on or after July 1, 1994 shall receive the sum of \$500.00 in recognition of co-generation responsibilities which shall be paid on an annualized basis. This payment shall not be added to base salary for purposes of calculating general wage increases, but shall be added after those calculations are made to determine the hourly rate for such employees.

### ARTICLE 23

#### ON THE JOB INJURY

##### Section 1.

If an employee is injured or becomes ill arising out of and during the course of his employment, the following procedure shall be applicable:

(a) The employee shall notify the Supervisor and the Personnel office of the work related injury or illness.

(b) If the County's Workers' Compensation Insurance Carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his full pay for up to the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, or for up to the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when

said injury is not one that has been inflicted by a third party. In either case, no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workers' Compensation Insurance carrier.

(c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his temporary disability Worker's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's Workers' Compensation Insurance carrier.

(d) Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

(e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation so long as the



employee substantially proves that his illness or injury arose out of his employment.

ARTICLE 24

DURATION

Section 1.

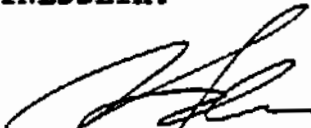
This Agreement shall become effective January 1, 1993 and shall continue in effect until 11:59 p.m., December 31, 1995.


Section 2.

If, prior to the termination of this Agreement, either party desires to change the same, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement and advise the other party of the proposed changes and their desire to terminate the existing Agreement. If notice is not given, as herein required, this Agreement will automatically be renewed and continued for another year.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 16<sup>TH</sup> day of DECEMBER , 1993.

WITNESSETH:

  
\_\_\_\_\_  
Joseph L. Salemme, Director  
Administrative Services

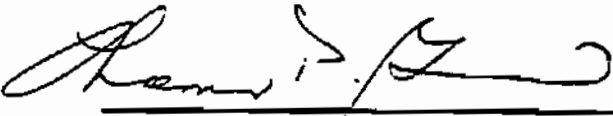
COUNTY OF UNION  
  
By: \_\_\_\_\_  
Ann M. Baran  
County Manager

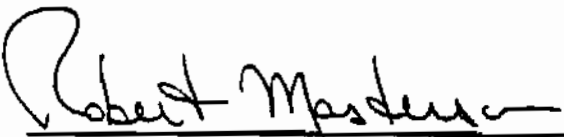
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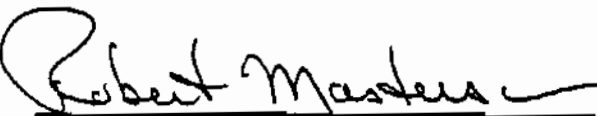
\_\_\_\_\_  
Secretary

LOCAL 68-68A-68B AFFILIATED  
WITH INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO

By:   
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
Business Representative

Law Offices  
APRUZZESE, McDERMOTT,  
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APPENDIX A

Stationary Engineer

	<u>11/1/93</u>	<u>4/1/94</u>	<u>11/1/94</u>
Minimum	34,472	35,161	36,216
1st Step	34,768	35,463	36,527
2nd Step	35,068	35,769	36,842
3rd Step	35,364	36,071	37,153
4th Step	35,661	36,374	37,465
Maximum 5th Step	35,958	36,677	37,777

	<u>1/1/95</u>	<u>9/1/95</u>
	37,121	38,049
	37,440	38,376
	37,763	38,707
	38,082	39,034
	38,402	39,362
	38,721	39,689

Plumber and Steamfitter

	<u>11/1/93</u>	<u>4/1/94</u>	<u>11/1/94</u>
Minimum	31,945	32,584	33,562
1st Step	32,316	32,962	33,951
2nd Step	32,687	33,341	34,341
3rd Step	33,058	33,719	34,731
4th Step	33,432	34,101	35,124
Maximum 5th Step	33,803	34,479	35,513

	<u>1/1/95</u>	<u>9/1/95</u>
	34,401	35,261
	34,800	35,670
	35,200	36,080
	35,599	36,489
	36,002	36,902
	36,401	37,311

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Plumber and Steamfitters  
Assistant Foreman

	<u>11/1/93</u>	<u>4/1/94</u>	<u>11/1/94</u>
Minimum	33,864	34,541	35,577
1st Step	34,236	34,921	35,969
2nd Step	34,608	35,300	36,359
3rd Step	34,979	35,679	36,749
Maximum 4th Step	35,351	36,058	37,140
	<u>1/1/95</u>	<u>9/1/95</u>	
	36,466	37,378	
	36,868	37,790	
	37,268	38,200	
	37,668	38,610	
	38,069	39,021	

Maintenance Repairman  
(Low Pressure License)

	<u>11/1/93</u>	<u>4/1/94</u>	<u>11/1/94</u>
Minimum	31,572	32,203	33,169
1st Step	31,945	32,584	33,562
2nd Step	32,316	32,962	33,951
3rd Step	32,687	33,341	34,341
4th Step	33,058	33,719	34,731
Maximum 5th Step	33,432	34,101	35,124
	<u>1/1/95</u>	<u>9/1/95</u>	
	33,998	34,848	
	34,401	35,261	
	34,800	35,670	
	35,200	36,080	
	35,599	36,489	
	36,002	36,902	

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12007

EXHIBIT A

COUNTY OF UNION  
UNUSED SICK LEAVE PAYMENT  
REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.

2. LIMITATIONS:

a) no employee who elects a deferred retirement benefit shall be eligible.

b) an individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

3. ELIGIBILITY:

An employee must retire with at least twenty-five (25) years of service solely with the Employer and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement to be eligible for this benefit.

4. DEATH OF AN EMPLOYEE:

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is

substantially similar coverage to that in effect for members of the bargaining unit.

3. Subsidy: Upon implementation of this benefit, the County shall be obliged to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$57.18 per month
Single, Over 65	\$35.29 per month
H/W Under 65	\$155.57 per month
P/C Retiree	
Family Under 65	
H/W Over 65	\$71.55 per month
H/W Retiree Over 65	\$87.16 per month
H/W Spouse Over 65	
Family Over 65	\$127.81 per month
Family Retiree Over 65	\$149.86 per month
Family Spouse Over 65	
P/C Retiree Over 65	\$104.14 per month

The remaining costs of the County's Hospital Insurance Plan shall be borne by the retiree.

4. Modification: In the event that the amount of the County's contribution is subsequently reduced or even eliminated, the change in practice shall apply to those persons already retired. Similarly, in the event that the Hospital Insurance Plan is changed or modified in any way, the new plan shall apply to the retirees.

EXHIBIT B

HEALTH INSURANCE BENEFITS  
FOR RETIREES

Effective January 1, 1986, there shall be a hospitalization insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1986; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

2. Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides

contingent upon the employee surviving 30 days after the effective date of retirement.

5. DISABILITY RETIREMENT:

County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently reenter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County Service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

6. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and service and who subsequently re-enters County employment will be considered to have incurred a break in service.

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County.



8. COMPUTATION:

- a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.
- b) The amount shall be computed at the rate of 1/2 the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation.
- c) In no event shall payment for unused accumulated sick leave exceed \$7,000.00.
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.

- f) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1986 will receive their supplemental payment no later than September 1, 1987, if elected by the employee. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment 60 days thereafter retirement, if elected by the employee.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:

- 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.

- 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
- 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- 5) All sick leave was reportable and reported accordingly.
- 6) The time-keeping procedure required certification of the accuracy of the employees pay time.
- 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.