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AGREEMENT

BETWEEN

THE COUNTY OF UNION

AND

TEAMSTERS UNION LOCAL 102/SECONDARY SUPERVISORS

Term: January 1, 1995 through December 31, 1997

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AGREEMENT

This Agreement made this _____ day of _____, 1995 between the County of Union (hereinafter the "Employer") and Teamsters Union Local 102/Secondary Supervisors (hereinafter the "Union"); and,

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

WHEREAS, the parties, pursuant thereto, have reached an agreement on the matters hereinafter set forth;

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

ARTICLE 1

RECOGNITION

Pursuant to the certification of the New Jersey Public Employment Relations Commission dated March 16, 1989, Docket No. RO-89-80, the County of Union (hereinafter the "Employer") recognizes Teamsters Union Local 102/Secondary Supervisors (hereinafter the "Union") as the exclusive collective negotiations representative for all employees in the following titles: Administrative Supervisor of Income Maintenance, Assistant Administrative Supervisor of Income Maintenance, Field Office Supervisor, Child Support Coordinator, Data Processing Coordinator, Training Supervisor, Administrative Supervisor of Social Work and Assistant Administrative Supervisor of Social

Work. All other supervisory personnel, non-supervisory personnel, managerial executives, confidential employees, craft employees and any other employees are excluded from the bargaining unit represented by Teamsters Union Local 102/Secondary Supervisors.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1:

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement, including but without limiting the generality of the foregoing, the following rights:

- A. To conduct executive management and administrative control of the Employer and its properties and facilities, and the on-the-job activities of its employees;
- B. To hire all employees and subject to existing Department of Personnel rules and regulations to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees, and to suspend, demote, discharge or take other disciplinary action for good and just cause;
- C. To promulgate and implement policies, rules, regulations and practices which in its sole discretion it deems necessary for the efficient and effective operation of

its properties and facilities and to maintain order and safety of the work force;

- D. To make all decisions relating to the performance of the Employer's operations and activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
- E. To establish any new job qualifications, classifications and content and to change same without prior negotiations thereof;
- F. To determine the work performance levels and standards of performance of the employees;
- G. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
- H. To assign work as it determines will benefit the Employer and/or the clients it serves;
- I. To utilize the services of a contractor when, in the sole judgment of the Employer, such services would be more efficient.

Section 2:

The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection

therewith, shall be limited only by the expressed terms of this Agreement.

Section 3:

Nothing contained herein shall be construed to deny or to restrict the Employer in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Employer in any of its rights, responsibilities and authority under any national, state or local laws and/or ordinances.

Section 4:

The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right and shall be considered such as if fully set forth herein.

Section 5:

The Union, on behalf of the employees, agrees to cooperate with the Employer to obtain and maintain full efficiency and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 3

NO STRIKES OR LOCKOUTS

Section 1:

There shall be no lockouts, strikes, work stoppages 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 employee 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 activity and shall instruct the members to return to their normal duties and to take such other action as may be necessary under the circumstances to bring about compliance with the provisions of this Article.

ARTICLE 4

HOURS OF WORK

Section 1:

The normal work week shall consist of 35 work hours per week, 7 hours per day and 5 days per week, Monday through Friday (8:30 a.m. to 4:30 p.m.)

Section 2:

The Employer may stagger the lunch period to meet the workload to be performed so that the public may be served.

Section 3:

The working day for employees may be varied or extended by the Employer as the need arises.

Section 4:

The Employer shall have the option that all projects or surveys will be performed by employees on overtime.

ARTICLE 5

SALARIES AND COMPENSATION

Section 1:

The following increases shall be made to the base annual rate of each individual bargaining unit employee:

Effective January 1, 1995	-	3.0%
Effective January 1, 1996	-	3.5%
Effective January 1, 1997	-	3.5%

The above salary increases are reflected in a schedule of salaries annexed hereto as Schedule A.

Bargaining unit employees who have retired during 1995 shall be entitled to retroactive pay. Bargaining unit employees who have resigned or who were terminated for cause shall not 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.

Section 2:

Increments:

All employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

- A. An employee hired effective January 2 through April 1 will be eligible to receive an increment on April 1 of the following year;
- B. An employee hired effective April 2 and through July 1 will be eligible to receive an increment on July 1 of the following year;
- C. An employee hired effective July 2 and through October 1 will be eligible to receive an increment on October 1 of the following year;
- D. An employee hired effective October 2 and through January 1 will be eligible to receive an increment as of January 1 of the beginning of the second year following date hired.

Section 3:

Promotions:

Any employee who is promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in payment of one increment of the present salary range plus the amount (if necessary) to adjust and

equalize the employee's salary to the proper step of the new salary range.

In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned as indicated above. The new anniversary date shall be assigned on the basis of the effective date of the salary increase in the same manner as indicated in the section for newly hired employees.

If any employee is subsequently appointed to another title within one year with the lower salary range, the employee's salary will be reconstructed on the basis of the employee's previous employment record.

Any employee who is subsequently appointed to another title after one year with a lower salary range shall have their salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which they are being reassigned.

Effective January 1, 1996, there shall be a salary range change for the Child Support and the Data Processing Coordinators from Range 23A to Range 24A.

ARTICLE 6

OVERTIME

Section 1:

The Employer agrees that overtime consisting of time and one-half of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of 40 hours of work per week. Overtime consisting of straight time shall be paid to employees for time actually worked in excess of their basic work week to 40 hours of work per week. The computation of overtime shall include base pay, longevity and shift differential, where applicable.

Section 2:

Paid time-off for authorized vacation, holidays, personal days, bereavement days and sick days shall be counted as standard time worked to determine the total number of hours worked per week for purposes of computing overtime under this Article.

Section 3:

An employee shall not be paid overtime unless such overtime is authorized by the employee's supervisor.

Section 4:

An employee who is authorized and required to work on a holiday (as set forth in this Agreement) shall be paid at the rate of time and one-half of straight time pay for time actually worked on said holiday.

ARTICLE 7

HOLIDAYS

Section 1:

The Employer has designated the following days as holidays for the year 1995:

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

Section 2:

The Employer has designated the following days as holidays for the year 1996:

New Year's Day	Monday, January 1, 1996
Martin Luther King's Birthday	Monday, January 15, 1996
Lincoln's Birthday	Monday, February 12, 1996
Washington's Birthday	Monday, February 19, 1996
Good Friday	Friday, April 5, 1996
Memorial Day	Monday, May 27, 1996
Independence Day	Thursday, July 4, 1996
Labor Day	Monday, September 2, 1996
Columbus Day	Monday, October 14, 1996
Election Day	Tuesday, November 5, 1996
Veteran's Day	Monday, November 11, 1996
Thanksgiving Day	Thursday, November 28, 1996
Day After Thanksgiving Day	Friday, November 29, 1996
Christmas Day	Wednesday, December 25, 1996

Section 3:

The Employer has designated the following days as holidays for the year 1997:

New Year's Day	Wednesday, January 1, 1997
Martin Luther King's Birthday	Monday, January 20, 1997
Lincoln's Birthday	Wednesday, February 12, 1997
Washington's Birthday	Monday, February 17, 1997
Good Friday	Friday, March 28, 1997
Memorial Day	Monday, May 26, 1997
Independence Day	Friday, July 4, 1997
Labor Day	Monday, September 1, 1997
Columbus Day	Monday, October 13, 1997
Election Day	Tuesday, November 4, 1997
Veteran's Day	Friday, November 11, 1997
Thanksgiving Day	Thursday, November 27, 1997
Day After Thanksgiving Day	Friday, November 28, 1997
Christmas Day	Thursday, December 25, 1997

Section 4:

If an aforementioned holiday occurs while an employee is on an authorized sick or vacation leave, the day shall be recorded as a holiday instead of sick or vacation leave.

Section 5:

Holidays do not accrue during any unpaid leave of absence.

Section 6:

An employee absent without pay either the day before or the day after a holiday shall not be paid for the holiday.

ARTICLE 8

VACATIONS

Section 1:

Full-time employees on payroll of the Division of Social Services of the employer prior to July 1, 1990 shall be granted vacation leave as follows:

- A. One working day for each month or major fraction thereof of employment during the first calendar year of employment.
- B. Twelve working days after the first calendar year up to and including 5 years of employment.
- C. Fifteen working days after the first 5 years of employment and up to and including the 10th year of employment.
- D. Twenty working days after 10 years up to and including 15 years of employment.
- E. Twenty-two working days after 15 years up to and including 20 years of employment.
- F. Twenty-six working days after 20 years up to and including 25 years of employment.
- G. Twenty-eight working days after 25 years of employment.

Section 2:

Full-time employees hired on or after July 1, 1990 shall be entitled to vacation leave as follows:

- A. During the first calendar year of employment, employees shall earn 1 vacation day for each month of service during the calendar year following the date of employment.
- B. Employees with 1 to 8 years of service shall be entitled to 13 working days.
- C. Employees with 8 completed years to 10 years of service will be entitled to 14 working days.

- D. Employees with 10 completed years to 15 years of service will be entitled to 17 working days.
- E. Employees with 15 completed years to 20 years of service will be entitled to 19 working days.
- F. Employees with 20 completed years to 25 years of service will be entitled to 21 working days.
- G. Employees with 25 or more completed years of service will be entitled to 26 working days.

Section 3:

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

Section 4:

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 and choice in dates occur, preference will be governed by seniority in so far as effective staffing requirements permit.

Section 5:

An employee who has resigned or who has otherwise separated from employment, except as herein provided, shall be entitled to vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which this separation becomes effective, in addition to any unused vacation due for the previous year. An employee who retires on a pension based on length of service shall be entitled to the full vacation for the calendar year in which he or she 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 death.

Section 7:

Employees serving on a leave of absence do not accrue vacation benefits.

Section 8:

If an employee leaves the County's employ for any reason, 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 charge will be deducted from his final pay check.

Section 9:

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

ARTICLE 9

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 5 days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to 3 days will be permitted during the absence from duty of employees when such absences are 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 or use of an aide for the handicap when the aide is necessary to function on the job. In such cases, reasonable proof may be required by the Employer.

Section 2:

If an employee is absent for reasons that entitle him to sick leave, his immediate supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absence without notice for five consecutive days shall constitute a resignation, not in good standing.

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 fifteen 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 name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- F. When an employee has a record of excessive sick leave use and/or has exhausted such leave during the prior calendar year, the Employer may require the employee to accumulate sick leave on a monthly basis prior to its use. The placement of an employee on such an earned sick leave basis shall be considered non-disciplinary, but shall not preclude the Employer from taking disciplinary action against an employee for excessive use or abuse of sick leave.
- G. Unused sick leave shall accumulate from year to year without limit.

Section 4:

An employee who is absent for 5 or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. In addition, the Employer in its discretion, may require proof of illness of an employee on sick leave whenever such proof appears reasonable.

Section 5:

An employee who has been absent on sick leave for a period totaling 15 days in one calendar year consisting of periods of less than 5 days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate shall be required for every six months. The medical certificate must certify that the chronic or recurring nature of the illness is likely to cause such subsequent absences from employment.

Section 6:

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.

Section 7:

Payment For Any Unused Sick Leave Upon Retirement:

Employees shall be entitled to payment for any unused sick leave upon retirement in accordance with the following requirements:

- A. Eligibility for payment under this program requires that an employee must retire with at least 25 years of service solely with the Division of Social Services (including any time served with the former Board of Social Services) and must be at least age 55 and must have at least 100 accumulated sick days to his/her credit upon the effective date of retirement.
- B. Additional rules and regulations applicable to eligibility for this benefit are annexed hereto as Exhibit A.
- C. Employees who are eligible for this benefit shall be compensated one-half the employee's daily rate for each day of earned and unused sick leave to a maximum of \$7,000.00. Effective August 1, 1995 employees who are eligible for this benefit and who have 30 or more years of service solely with the County of Union shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of Ten Thousand (\$10,000.00) Dollars.

ARTICLE 10

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1:

Employees on the payroll of the Division of Social Services of the Employer prior to July 1, 1990 shall earn personal leave as follows:

- A. During the first calendar year of employment a full-time employee shall earn 1 day for every 3 months of

employment up to a maximum of 3 days for the calendar year.

- B. After the completion of 5 years of continuous employment, full-time employees shall be granted a total of 4 personal leave days per year. This additional personal day shall be effective on the date of the employee's 5th anniversary and must be used by December 31 of the year in which this additional personal day accrues. For purposes of this paragraph only, continuous service means employment without a break in service (defined herein as a resignation or removal between periods of employment).

Section 2:

Employees hired on or after July 1, 1990 shall be entitled to personal business and religious leave as follows:

Employees who are employed less than 1 year are entitled to be granted up to 3 personal days all 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 1 year are entitled to be granted up to 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 request of the leave as far in advance as possible. The request by the employee shall be directed to the Director of the Division of Social Services. The leave may only be taken if the Director of the Division of Social Services 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 1 year of employment:

- A. One day after 4 months of employment.
- B. One additional day after 8 months of employment.
- C. The third day may be granted between the 10th and 12th month of employment.

Section 3:

Personal leave days must be taken as whole days or half days. Employees who work on a compressed work week schedule will not lose hours from personal and religious leave entitlement solely because of the compressed week work schedule.

Section 4:

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 5:

Days of leave as provided herein must be used in a 1 year period and shall not be cumulative from year to year.

ARTICLE 11

DEATH IN THE FAMILY

Section 1:

Full-time employees shall be entitled to 5 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of a spouse or child.

Section 2:

Full-time employees shall be entitled up to 3 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of the employee's mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law or other relative residing in the employee's household.

ARTICLE 12

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 returned to the Employer through the Director of the Division of Social Services less allowance for travel and meal expense.

ARTICLE 13

LEAVE OF ABSENCE WITHOUT PAY

Section 1:

A leave of absence without pay for medical reasons including maternity leave may be granted after use of all earned sick time.

Section 2:

A leave of absence without pay for other than medical reasons may be granted only after use of all earned vacation and personal days.

Section 3:

Application for such leave of absence set forth in this Article shall be made in writing to the Director of the Division of Social Services. Application for a leave of absence without pay for medical reasons shall have attached thereto a physician's certificate setting forth the medical condition necessitating such leave. The approval of such request for a leave of absence without pay shall be in the sole discretion of the Director of the Division of Social Services.

Section 4:

An employee who is granted a leave of absence without pay may continue in the Employer's health benefits plan (hospitalization/major medical coverage) for a period of 9 months following the end of the month when the employee's name is removed from the payroll. In order to continue this coverage, the employee must pay the total premium when billed. Failure to do so will disqualify the employee from coverage. If an employee decides not to continue coverage during the leave without pay, the employee may re-enroll

in the plan after return to active employment. The coverage will be effective on the first day of the first month following the employee's return to work.

Coverage under the Employer's prescription plan is not available during a leave of absence without pay. The prescription card must be turned in to the Director of the Division of Social Services on the day that the leave of absence without pay begins. The prescription card will be returned to the employee by the Director on the employee's first day of return to full-time employment.

Dental coverage is terminated on the first of the month following the month in which the leave of absence without pay takes place. Coverage is not available under the Employer's dental plan during a leave of absence without pay. The coverage will be restored on the first of the month following the employee's return to full-time employment.

Section 5:

All provisions of Sections 1 through 4 of this Article will be modified as required to comply with the provisions of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) where such statutes are applicable.

Section 6:

While temporary employees may be granted a leave of absence without pay as herein provided in accordance with Department of Personnel Rules and Regulations, the Employer shall not be responsible to hold a job for the said employee.

ARTICLE 14

MATERNITY LEAVE

Section 1:

A pregnant employee who requests a maternity leave of absence shall be required to apply to the County Manager in writing for such leave. The request shall be made as soon as the employee has received medical proof that she is pregnant and the request shall contain the date when the employee desires the maternity leave to commence and a return date which shall not exceed 90 days from the date of the delivery of the child; provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond 90 days. The request for the leave shall be accompanied by a written medical statement that the date of the requested commencement of the leave of absence will not be harmful to the health or well being of the employee. In the event that a doctor, designated by the Employer, advises the Employer that the employee is incapable of continuing her duties, the Employer may then demand commencement of the leave at a time earlier than requested.

Section 2:

The Employer shall consider the employee's requested date of return. However, the Employer's determination shall be final and binding upon the employee. No employee shall be required to return in less than 60 days from the date of delivery of the child nor may a maternity leave exceed 90 days in duration; provided, however, the period shall be extended if medical proof submitted

to support the grant of an extension beyond 90 days. When the Employer approves any maternity leave, it shall do so in writing designating the term of the leave and a return date for the employee to return to work.

Section 3:

In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Employer for permission to return to her position prior to the termination of the period for which the leave is granted.

Section 4:

If an employee fails to return to work on the termination of the leave, the employee will be considered as having resigned.

Section 5:

While temporary employees may be granted a maternity leave as herein provided in accordance with Department of Personnel rules and regulations, the employer shall not be responsible to hold a job for the said employee.

ARTICLE 15

HEALTH BENEFITS

Section 1:

Employees shall be covered under the County health benefit plan with Blue Cross/Blue Shield Plan of New Jersey or, at the election of the employee, enrollment in Pru Care Plus, an approved HMO, the latter being at the employee's additional cost. The Employer reserves the right to change insurance carriers or to

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change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give notice to the Union of its intention to change any such coverage.

The following provisions applicable to the health insurance coverage shall be maintained during the term of this Agreement.

- (a) Deductibles shall be increased to \$200 per person and \$400 per family;
- (b) Co-payment for major medical insurance shall be 80%/20% up to \$5,000.00, and thereafter 100% coverage;
- (c) Pre-Admission Review and Mandatory Second Surgical Opinion (MSSOP) with 50% cut back for non compliance shall be implemented.
- (d) Co-payment of premium for dependent coverage in the amount of \$10.00 per month for any increase in the average cost per employee in 1994 over 1993.

Effective October 1, 1995 or as soon thereafter as possible, the Blue Cross/Blue Shield Health Insurance coverage program known and designated as "Blue Select" will replace the traditional indemnity health insurance coverage currently being provided by the Employer. Employees who retire after the implementation of the "Blue Select" plan will be able to submit prescription charges to that plan in the same manner and under the same terms and conditions as current retirees are able to submit their prescription charges.

Section 2:

Prescription Plan

Employees shall continue to be covered under the Employer's prescription plan with co-payment provisions as follows:

- (a) Brand Name - \$5.00
- (b) Generic Name - \$3.00
- (c) Mail Order - Zero

In addition, co-payments for prescription drugs may not be submitted to Major Medical.

Effective October 1, 1995, the Drug Prescription Plan shall be modified as follows:

- (a) Co-payment provisions shall be:

\$10.00 co-pay per prescription for brand name where generic is available;

\$5.00 co-pay per prescription for brand name where no generic is available or brand name is required by doctor;

\$3.00 co-pay per prescription for generic;

No co-pay for mail order prescription.

- (b) The prescription network known as "Medco" (CCN II Network) will be implemented.

The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The County will give notice to the Union of its intention to change any such coverage.

Qualified retirees as set forth in Section 4 hereinbelow shall be eligible for the same prescription coverage.

Section 3:

Dental Coverage:

Employees shall be covered by the County dental program with New Jersey Dental Service Plan Group No. 3238 (herein the base plan). The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give notice to the Union of its intention to change any such coverage.

Effective January 1, 1996, employees covered by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides coverage on an 80/20 percent basis up to \$1000.00. Employees shall also have an option to select coverage under the Health Plex Plan. Employees who opt for any of these coverages shall pay the full cost difference that exceeds the Employer's cost of the base plan.

Section 4:

Retiree Benefits:

A. The hospitalization insurance subsidy plan shall be maintained for all employees covered by the recognition clause of this collective agreement who retire subject to the following terms and conditions:

(1) Employees must have been actively employed by the Employer on or after July 1, 1987 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 Employer, 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 reasonable 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 Employer to verify that no other source of insurance coverage is provided for them.

(2) This benefit shall be applied to the hospital insurance plan which is provided to members of the negotiating unit. The Employer reserves the right to change insurance carriers or to change or modify coverage provided the coverage is substantially similar to the coverage then in effect.

(3) Upon implementation of this benefit, the Employer shall be obligated to subsidize the cost of the health insurance

premiums for qualifying retirees of the health benefits set forth hereinabove 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 P/C Retiree Family Under 65	\$155.57 per month
H/W Over 65	\$71.55 per month
H/W Retiree Over 65 H/W Spouse Over 65	\$87.16 per month
Family Over 65	\$127.81 per month
Family Retiree Over 65 Family Spouse Over 65	\$149.86 per month
P/C Retiree Over 65	\$104.14 per month

The remaining costs of the said health insurance plan shall be borne by the retiree.

Health Insurance Benefit costs will be provided by the County for currently active employees who retire after September 1, 1995, with 25 or more years of service and who have reached 65 years of age. Said retiree health insurance benefits for eligible retirees and their eligible dependents shall be paid only for the Blue Select Program and shall be capped at the 1995/1996 rate. Any cost increases thereafter shall be paid by the retiree.

(B) In the event that the amount of the Employer's contribution is subsequently reduced or even eliminated in successor agreements, the change in practice shall apply to those persons already retired. Similarly, in the event that the said

health insurance plan is changed or modified in any way in successor agreements, the new plan shall apply to the retirees.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 1:

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 this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Division of Social Services and having the grievance adjusted without the intervention of the Union.

Section 2:

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

- A. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereafter be referred to as a "contractual grievance"; or,
- B. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Division of Social

Services which shall be processed up to and including the County Manager and shall hereinafter be referred to as a "non-contractual grievance".

Section 3:

Employees shall have the right to present their own grievances, individually or by an attorney or to designate a Union representative to appear with them. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person, essential witnesses, if any, who are employees of the Division of Social Services and one Union representative who is an employee of the Division of Social Services throughout the grievance procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1: An aggrieved employee shall file a written and signed grievance with the Welfare Director within 5 working days of the occurrence giving rise to the grievance or within 5 working days after the aggrieved employee should have reasonably known of its occurrence. Failure to file the grievance within the allotted time period shall be deemed to constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either the employee or the Welfare Director.

The Welfare Director shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 5 working days after any such meeting.

Step 2: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no written decision has been rendered within 5 working days as set forth at Step 1, the grievance shall be referred by the aggrieved to the Director of the Department of Human Services or his designee within 5 working days from the date a written decision was or should have been rendered at Step 1. Failure to move the grievance within the aforesaid time shall constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either party.

The Director of the Department of Human Services or his designee shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 5 working days after such meeting.

Step 3: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within 5 working days as set forth in Step 2, the aggrieved employee may file the grievance together with all supporting documentation with the County Manager or his/her designee within 10 working days after the written decision was or should have been rendered at Step 2.

Failure to file within the aforesaid time shall constitute an abandonment and waiver of the grievance.

A Union representative may participate at this step at the request of either party.

The County Manager or his/her designee shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 15 working days after its receipt or any such meeting, whichever is later.

The decision of the County Manager or his/her designee shall be final and binding as to all non-contractual grievances.

Step 4: If the aggrieved employee is dissatisfied with the decision of the County Manager or his/her designee concerning a contractual grievance, the Union may within 10 working days of the receipt of the decision, or within 10 working days of when the decision should have been received, request binding arbitration, consistent with Department of Personnel laws, rules and regulations. If no such request is made within the stated time, the grievance shall be deemed to have been abandoned and waived and shall not be entitled to be submitted to arbitration.

A request for binding arbitration shall be initiated by mailing a written demand for such arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey with a copy of the demand being mailed to the County Manager and to the Director of the County Department of

Personnel. The written demand shall request the New Jersey State Board to submit duplicate panels of arbitrators to the Union and to the County Manager so that they may exercise their right of selection and file same directly with the New Jersey State Board of Mediation pursuant to its rules.

The decision of the arbitrator shall be binding and shall be in writing setting forth his findings of facts, reasons and conclusions on the issue(s) submitted.

The cost of the arbitrator shall be borne equally by the parties.

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.

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 obligation 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.

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
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LIBERTY CORNER, N.J. 07838
(908) 560-1770

ARTICLE 17

LONGEVITY

The existing longevity plan as adopted by the Employer for employees hired prior to January 1, 1973 shall remain in effect.

Employees hired on or after January 1, 1973 shall have no entitlement to longevity pay.

ARTICLE 18

DUES CHECK-OFF

Section 1:

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from the third pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Employer shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. Dues shall be such amounts as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which deduction of Union dues is to be made.

Section 2:

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, employees included in the negotiating unit may only request deduction for the payment of dues to the duly

certified majority representative, Local 102 International Brotherhood of Teamsters.

Section 3:

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Board or the Union under the provisions of this Article.

ARTICLE 19

UNION BUSINESS

Section 1:

The Union shall advise the Employer in writing of the name of its representatives, the place of employment from which they are designated and the term for which they are to serve in the representative capacity.

Section 2:

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

- A. Collective negotiations.
- B. Time spent conferring with management or employees on specific grievances as specified in the grievance procedures, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict, the work assignments shall have priority.

Section 3:

Before any Union representative may leave his assigned duties for union business (as hereinabove set forth), permission shall be obtained from the Director of the Division of Social Services or his designee. When an authorized representative is excused from his assigned duties he/she shall:

- A. Notify the supervisor of any Employer facility visited on arrival;
- B. Notify his/her supervisor or designated representative upon return to the job;
- C. Record his/her time out and time in with the supervisor upon leaving and returning to the job.

ARTICLE 20

MISCELLANEOUS

An employee who has been grandfathered (i.e., on payroll prior to July 1, 1990) pertaining to certain benefits under this Agreement shall lose the grandfather status if he/she is employed in a non-bargaining unit position for more than 3 continuous years.

ARTICLE 21

HEALTH AND SAFETY

The Employer and the Union agree that maintenance of a healthy and safe working environment is in their mutual best interest. The Employer agrees to the formation of a Health and Safety Committee to be composed of two members designated by the

Union, two members and a Chairperson designated by the Director of the Department of Human Services. The Committee will meet not more than monthly, and for not more than two hours, upon either the Employer or the Union presenting the other with a written agenda of items sought to be discussed. The Committee shall have the function of advising the Employer as to safety and health issues involving employees and it will propose solutions for those problems. The Employer reserves to itself the final determination regarding any action to be taken.

When a health and safety violation occurs that requires corrective action by a landlord, the Director of Human Services will promptly notify the landlord of the problem, and provide the Union with a copy of the notice. The Union will be informed of the response of the landlord within two working days after receipt.

The Employer will make every reasonable attempt to:

- (a) Maintain comfortable room temperatures,
- (b) Maintain adequate humidity levels, and
- (c) Maintain and clean the ventilation system on a regular basis.

If the parties are unable to resolve issues which arise under this Article, the issues may be submitted to the grievance procedure.

The Employer will provide the Union with a list of products which it uses for cleaning, exterminating and its duplication equipment.

ARTICLE 22

SEVERABILITY

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

ARTICLE 23

FULLY-BARGAINED AGREEMENT

Section 1:

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both at the time they negotiated or signed this Agreement.

Section 2:

If, during the term of this Agreement, the State of New Jersey, the federal government or any governmental agency mandates minimum benefits in any area, the parties agree to reopen

negotiations to bargain commensurate decreases in any other benefits.

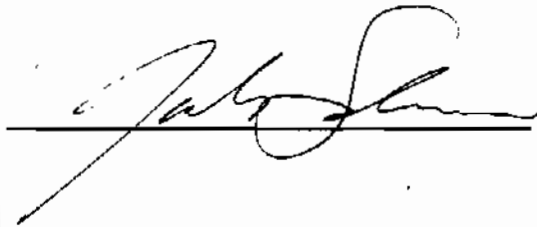
ARTICLE 24

DURATION


This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect through December 31, 1997. If either party wishes to reopen negotiations for a successor agreement, written notice to that effect must be given to the other party no sooner than 150 days nor later than 120 days prior to the expiration of this Agreement.

WITNESSETH:

THE COUNTY OF UNION



By:



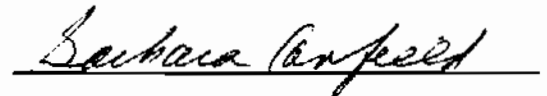
Ann M. Baran, County Manager

ATTEST:

TEAMSTERS UNION LOCAL NO. 102/
SECONDARY SUPERVISORS

By:

Jack Riley, Secretary/
Treasurer and CEO



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LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
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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 (including any time served with the former Board of Social Services) 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 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. Effective August 1, 1995,

employees who are eligible for this benefit and who have 30 or more years of service solely with the County of Union (including any time served with the former Board of Social Services) shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of Ten Thousand (\$10,000.00) Dollars.

- 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.

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.

SCHEDULE A

SOCIAL SERVICES
TEAMSTERS, SECONDARY SUPERVISORS

3.0% Increase
Effective 1/1/95

RNG#	INCREM	1	2	3	4	5	6	7	8	9
23A	1976	39508	41484	43460	45436	47412	49388	51364	53340	55316
24A	2073	41479	43552	45625	47698	49771	51844	53917	55990	58063
25A	2178	43557	45735	47913	50091	52269	54447	56625	58803	60981
26A	2284	45738	48022	50306	52590	54874	57158	59442	61726	64010
27A	2400	48023	50423	52823	55223	57623	60023	62423	64823	67223

3.5% Increase
Effective 1/1/96

RNG#	INCREM	1	2	3	4	5	6	7	8	9
23A	2045	40891	42936	44981	47026	49071	51116	53161	55206	57251
24A	2146	42931	45077	47223	49369	51515	53661	55808	57953	60099
25A	2254	45081	47335	49589	51843	54097	56351	58605	60859	63113
26A	2364	47339	49703	52067	54431	56795	59159	61523	63887	66251
27A	2484	49704	52188	54672	57156	59640	62124	64608	67092	69576

3.5% Increase
Effective 1/1/97

RNG#	INCREM	1	2	3	4	5	6	7	8	9
23A	2117	42322	44439	46556	48673	50790	52907	55024	57141	59258
24A	2221	44434	46655	48876	51097	53318	55539	57760	59981	62202
25A	2333	46659	48992	51325	53658	55991	58324	60657	62990	65323
26A	2447	48996	51443	53890	56337	58784	61231	63678	66125	68572
27A	2571	51444	54015	56586	59157	61728	64299	66870	69441	72012