

Contract no. 1058

AGREEMENT

BETWEEN

COUNTY OF UNION

AND

PUBLIC EMPLOYEES SUPERVISORS UNIT

(PRIMARY SUPERVISORS)

LOCAL 102

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

TERM: JULY 1, 1990 THROUGH JUNE 30, 1993

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PREAMBLE

THIS AGREEMENT, effective the 1st day of July 1, 1990, is entered into by and between the COUNTY OF UNION, 80 Broad Street, Elizabeth, New Jersey (hereinafter referred to as the "Employer") and the PRIMARY SUPERVISORS UNIT, LOCAL 102, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at P.O. Box 318, Rockaway, New Jersey (hereinafter referred to as the "Union") employed in the Division of Social Services of the County of Union.

The purpose of this Agreement is to promote harmonious relations between the County of Union and the Union, to establish an equitable and peaceful procedure for the resolution of differences, and to establish rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

In accordance with the Resolution of the Union County Welfare Board dated December 19, 1978, the County of Union recognizes the Union as the exclusive collective negotiations representative for all employees in the titles of Income Maintenance Supervisor, Social Work Supervisor, Child Support Supervisor, and Fraud Unit Supervisor, but excluding all other employees, of the County of Union, Division of Social Services.

Effective July 1, 1990, the County of Union recognizes the following titles to be included in the foregoing bargaining unit represented by the Union; Assistant Training Supervisor and Senior Investigator. Both titles shall be at Range 22T.

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. The 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 civil service 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 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

UNION RIGHTS

Section 1:

A list of new employees, if any, in the bargaining units will be furnished to the secretary of the local Union within ten (10) days after appointment by the Division of Social Services.

Section 2:

The Union will be allowed by the Division of Social Services a period not to exceed fifteen (15) minutes to address all new employees.

Section 3:

The Union will be allowed by the Division of Social Services space on the present existing bulletin board for Union notices and information.

Section 4:

Officers or delegates of the local Union will be allowed by the Division of Social Services to take a total not to exceed in the aggregate fifteen (15) days' leave with pay per contract year to participate in Union conference and conventions. The union shall make written application to the Director of the Division for approval at least seven (7) days in advance of the date or dates of the commencement of the Union conferences and conventions and the name of the Supervisor who is delegated by the Union to attend such sessions. Granting of such leave to an employee shall not be unreasonably withheld.

ARTICLE 4

NO STRIKE - NO LOCKOUT

It is agreed that during the term of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow

down, stoppage of work, boycott, picketing, job action or willful interference with the Employer and/or its members and/or employees in the execution of their job responsibilities; and, that there shall be no lockout of employees by the Employer.

In the event that any employees violate the provisions of the above paragraph, the Union shall take the necessary steps to have the members who participate in such action, back to their jobs, and shall use every means at its disposal to influence the employees to return to work.

ARTICLE 5

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:

Any covered employee who does not authorize dues deductions as a member of the Union shall pay a seventy-five percent (75%) representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey. P.L. 1979, Chapter 477, (N.J.S.A. 34:13 A-5, et seq.). Membership in the Union is available to all covered employees on an equal basis and it maintains a demand and return system which complies with the requirements of Sections 2(c) and 3 of the Act. The payroll deductions for such representation fee shall be made pursuant to the procedure as above established for regular union dues, except that the authorization assignment form need not be executed by the employee, but shall rather be executed by the Union.

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

ARTICLE 6

HOURS OF WORK

Section 1:

The normal work week from July 1, 1990, through June 30, 1993, shall consist of thirty-five (35) work hours per week, seven (7) hours per day, and five (5) days per week, Monday through Friday (8:30 a.m. to 4:30 p.m.).

The Director, Division of Social Services or his/her designee may stagger the lunch hour to meet the workload to be performed so that the public may be served.

The working day for employees may be varied or extended by the Director or Director's designee as the need arises. When, by reason of the pressure of official business, an employee is authorized and required to work on a holiday, as indicated hereafter, or to work overtime, the employee, at the employee's option is entitled to receive cash compensation or, if permitted by law, compensatory time off for their overtime employment beyond forty (40) hours in any given work week at a rate of 1 1/2 times the regular rate or time at which they are employed.

Section 2:

The Director, Division of Social Services or his/her designee, shall have the option that all projects or surveys will be performed by Division of Social Services personnel on

overtime, if necessary, at the discretion of the Division of Social Services consistent with the work load as it then exists.

ARTICLE 7

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 within 5 work days of receipt of the grievance and shall render a written decision to the grievance within 5 working days after 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 may be referred by the aggrieved employee 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 with 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 designee within 5 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 designee may, at his discretion, 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 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

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 civil service 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 of Mediation 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.

ARTICLE 8

SENIORITY CONSIDERATIONS

Section 1:

Seniority is defined as continuous unbroken service with the Union County Division of Social Services from the date of permanent appointment in the title of Income Maintenance Supervisor, Social Work Supervisor, Child Support Supervisor, Assistant Training Supervisor or Senior Investigator.

Section 2:

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 3:

Seniority shall be given consideration by the employer with respect to reassignments and provisional promotions.

Section 4

All promotions and promotional policies are subject to the New Jersey Civil Service Law and the rules and regulations of the Department of Personnel.

ARTICLE 9

JOB POSTING

A job opening or vacancy to be filled by a provisional

promotion, which involves a title change, shall be posted on an appropriate bulletin board as per County policy.

ARTICLE 10

REASSIGNMENTS

Employees shall be consulted prior to reassignment. Employees who are to be reassigned shall be given notice as soon as practicable. However, Employer's discretion in assignments and reassignments shall be final.

ARTICLE 11

HOLIDAYS

The legal holidays as determined by New Jersey statutes are as follows:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

If a holiday, as above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave.

Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, they shall not be paid for that particular holiday.

ARTICLE 12

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 or Section 2, as the case may be.

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 of 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 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.

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 an unpaid 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.

Section 10:

Employees may take vacation days in half-days, provided prior approval is obtained from the Director or his designee.

ARTICLE 13

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 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.

Section 4:

No personal leave shall be applied for, approved or granted immediately before or after any vacation period, holiday period or weekend, accept 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 14

DEATH IN 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 15

LEAVE OF ABSENCE WITHOUT PAY

Section 1:

A leave of absence without pay for medical reasons 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:

Employees on a leave of absence without pay do not accrue holidays, sick leave or vacation benefits.

Section 5:

Any permanent employee who enters the military or naval service, including service in the United States Merchant Marines, or similar organizations, in time of war, either voluntarily or pursuant to law, or in time of peace pursuant to law, shall upon the employee's request, be granted leave of absence for the period of such service, and three (3) months thereafter. In case of service-connected illness or wound, the employee shall be allowed three (3) months after recovery to return to his position up to a maximum of two (2) years after discharge. All rights, privileges and benefits formerly enjoyed and accrued during service are retained, with the exception of compensation.

Section 6. Maternity Leave :

Permanent employees who are entitled to pregnancy-disability leave who are without or have exhausted accrued sick leave, may be granted a leave of absence without pay by the Employer to the end of the period of pregnancy-disability. Such leave of absence may be granted by the Employer, subject to approval by the Department of Civil Service, for a period or periods not to exceed to total of one (1) year from the initial date of pregnancy disability leave, upon written request when accompanied by a doctor's certificate setting forth the need therefor.

Section 7:

Permanent employees, upon giving birth to a child, may be granted a leave of absence without pay by the Employer, subject to approval by the Department of Civil Service, for a period or periods not to exceed a total of one (1) year from the date of delivery for the purpose of child care of the infant upon written request of the employee and upon the same terms and conditions applicable to all other non-medical leaves without pay.

ARTICLE 16

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 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 or use of an aid for the handicap when the aid 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 matter:

- A. New employees shall only receive one working day for the initial month of employment if they begin work on the first through eight 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:

Effective January 1, 1988, the Employer agrees to introduce a program of payment for unused sick leave upon retirement in accordance with the following requirements:

1. Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the Union County

Division of Social Services (including service 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 the effective date of retirement.

2. Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Schedule "A" and made a part hereof.
3. Employees who are eligible for this benefit shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused leave to a maximum of \$7,000.00.

ARTICLE 17

EDUCATIONAL ASSISTANCE

Graduate and undergraduate assistance may be granted at the discretion of the Employer. Such assistance may be in the form of educational leave with or without stipend, tuition, reimbursement and tuition aid.

The Educational Leave Committee shall review requests for educational assistance. Such educational assistance shall be in conformance with ongoing agency policy, as detailed in Public Assistance Staff Development Program #86-5-4.

The Educational Leave Committee shall contain at least one member of the Union who shall be selected by the Union.

ARTICLE 18

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 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.

Section 2. Prescription Plan:

Effective September 1, 1990 or as soon thereafter as is reasonably practicable, Employees shall be covered under the Employer's drug prescription plan with Paid Prescription with a \$2.00 co-pay. This benefit should also be applicable to retirees who qualify under Section 3 of this Article.

In the event the Employer's cost exceeds the established cap under the Employer's plan (\$85.00), then the Employer shall meet with the Union for the purpose of negotiating alternative measures of funding. However, if the Employer and the Union are unable to arrive at an alternative agreement prior to the renewal date of its contract with Paid Prescription, then the

Employer shall have the right to cancel the plan and, in that event, this section shall be void and of no effect.

The Employer reserves the right 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.

Section 3. Retiree Benefits:

Effective July 1, 1987 the following benefits shall be extended to all employees covered by the recognition clause of this collective bargaining agreement subject to the following terms and conditions:

(a) Employees must have been actively employed by the Union County Division of Social Services (formerly Board of Social Services) 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 Division of Social Services (or Board of Social Services, as the case may be), 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 Division of Social Services (or Board of Social Services, as the case may be) to verify that no other source of insurance coverage is provided for them.

(b) 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 in section A hereinabove as follows:

<u>Category</u>	<u>Employer's Subsidy</u>
Single, Under 65	\$57.18 per month
Single, Over 65	\$14.39 per month
H/W Under 65	\$85.00 per month
H/W Spouse Over 65	
P/C Employee Under 65	
H/W Over 65	\$28.49 per month
H/W Employee Over 65	
P/C Employee Over 65	
Family Under 65	\$85.00 per month
Family Spouse Over 65	
Family Over 65	\$39.43 per month
Family Employee Over 65	

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

(c) 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.

Section 4, Dental:

Employees shall be covered by the County dental program with New Jersey Dental Service Plan Group No. 3238. 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.

Section 5, Disability Protection:

Effective October 1, 1990, the Employer shall provide a short term disability plan through CIGNA which provides two-thirds (2/3) of a weekly wage to a maximum benefit of \$261.00 per week with a 26 week maximum indemnity period. The waiting period shall be 7 days for both accident and/or sickness, or accumulated sick leave, whichever is greater.

Coverage for all employees on payroll as of September 30, 1990 will be effective October 1, 1990. Coverage for those employees hired on or after October 1, 1990 will commence on the first day of the month following three consecutive months of employment.

The Employer will pay \$50.00 per year per employee towards the cost of premium (\$4.17 per month per employee). Each covered employee shall be responsible for the payment of the monthly premium balance in excess of the Employer's payment. The employee's share of the premium cost will be paid by payroll deduction.

The Employer reserves the right to change insurance carriers or to change or modify 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 make any such change.

Section 6, Extension of Benefits:

For employees on payroll of the Division of Social Services prior to July 1, 1990, the Employer shall pay its share of the premiums for hospitalization, major medical, prescription and dental during an approved leave of absence without pay for up to a maximum of 30 days. Thereafter, the employee shall be permitted to continue his/her coverage for up to 11 months after Employer paid coverage ends by pre-paying the monthly premium at least 30 days before the coverage month.

With regard to employees hired on or after July 1, 1990, the Employer shall only be responsible for its share of the premium for hospitalization and major medical for up to a maximum of 30 days. Thereafter any such employee shall be

permitted to continue his/her hospitalization, major medical coverage for up to 11 months after Employer paid coverage ends by pre-paying the monthly premium at least 30 days before the coverage month.

ARTICLE 19

SALARIES AND COMPENSATION

Section 1:

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

Effective July 1, 1990	6%
Effective July 1, 1991	6%
Effective July 1, 1992	5%

The above salary increases are reflected in Schedule B annexed hereto.

Bargaining unit employees who have retired during 1990 and those employees who are on payroll as of the date of ratification of this Agreement shall be entitled to receive retroactive pay. Bargaining unit employees who are on leave of absence without pay shall receive pro-rata retroactivity upon return to active service. Employees terminated for cause or who have resigned prior to ratification shall not be entitled to retroactive pay.

ARTICLE 20

INCREMENTS AND CLASSIFICATION CHANGES

Section 1:

Effective July 1, 1990, July 1, 1991 and July 1, 1992, all employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

1. An employee hired effective January 2 through April 1 will be eligible to receive an increment on April 1 of the following year;

2. An employee hired effective April 2 and through July 1 will be eligible to receive an increment on July 1 of the following year;

3. An employee hired effective July 2 and through October 1 will be eligible to receive an increment on October 1 of the following year;

4. 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 2:

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 pay 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 in Section 1 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 Section 1 for newly-hired employees.

If any employee is subsequently appointed to another title within one (1) year with a 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.

ARTICLE 21

LONGEVITY

The present longevity plan, as adopted by the Chosen Board of Freeholders of the County of Union Resolution No. 163 of April 13, 1967, as amended, which sets forth the procedures, mechanics, and details of said plan, will continue for those employees who were on the payroll as of December 31, 1972. Any employee hired after that will not be included in the longevity plan.

Longevity is based on the salary of the employee (limited to \$16,000.00) as of December 31 of the preceding year and is to be approximately computed as follows:

8 years but less than 10 years of continuous employment, 2% of their salary as of the determining date;

10 years but less than 15 years of continuous employment, 4% of their salary as of the determining date;

15 years but less than 20 years of continuous employment, 6% of their salary as of the determining date;

20 years but less than 25 years of continuous employment, 8% of their salary as of the determining date;

25 years or more of continuous employment, 10% of their salary as of the determining date.

ARTICLE 22

MISCELLANEOUS

Section 1:

Upon written request, employees shall be permitted to review their own personnel file within reasonable limits. Said review shall be in the presence of an employer representative.

Section 2:

It is agreed that employees shall be permitted to attend conferences pertaining to the administration of public assistance, subject to the availability of funds, and the limitation of attendance at conferences imposed by any agency.

All such permission must be approved by the Director, Division of Social Services.

Section 3, Health and Safety Committee:

Two (2) representatives of the Union and two (2) representatives of the employer shall meet as a health and safety committee. The purpose of the committee shall be to discuss operating procedures or policies relative to the safe operation of the physical plant, work environment, health and well being of bargaining unit employees. This committee shall be advisory only and its recommendations shall be non-binding.

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 over the effects of such mandated benefits.

ARTICLE 24

SEPARABILITY AND SAVINGS

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 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 25

DURATION

Section 1:

This Agreement shall become effective on July 1, 1990 and shall remain in full force and effect until June 30, 1993.

Section 2:

The Agreement shall be renewed, except for those provisions which specifically terminate as indicated in the Agreement, from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the

Agreement. Such notice shall be by certified mail prior to June 1, 1993, or June 1 of any succeeding year for which the Agreement has been renewed.

Section 3:

The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 1993, subject to the provisions above. Both parties shall be in contact with each other by March 15, 1993 to schedule a meeting to be held prior to the April board meeting to exchange in writing their proposals, if any, for the successor agreement. Each party may have a negotiating team not exceeding five (5) members for each party. Each party to this Agreement may, by mutual consent, modify upward or downward the number of members for each team.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective Officers, or Agents, on this 16 day of July, 1990.

WITNESSETH:

THE COUNTY OF UNION

By: *Ann M. Baran*
Ann M. Baran, County Manager

ATTEST:

PUBLIC EMPLOYEES SUPERVISORS UNIT
(PRIMARY SUPERVISORS) LOCAL 102
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Larolyn Ouchario
For the Clerk of the Board

By: *Ben Merker*
Ben Merker, Secretary/
Treasurer

By: _____

SCHEDULE A

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. 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.

4. DISABILITY RETIREMENT:

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 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.

5. 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.

6. 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, except for service with the former Board of Social Services.

7. 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 employees 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, stipend 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.
- 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.

8. 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.

SOCIAL SERVICES

TEAMSTERS

6% INCREASE

PRIMARY SUPERVISORS

SCHEDULE B

EFF: 7/1/90

RNGE #.	INCREM.	1	2	3	4	5	6	7	8	9
21 T	1451	29013	39464	31915	33366	34817	36268	37719	39170	40621
22 T	1522	30464	31986	33508	35030	36552	38074	39596	41118	42640

SOCIAL SERVICES

TEAMSTERS

6% INCREASE

PRIMARY SUPERVISORS

SCHEDULE B

EFF: 7/1/91

RNGE #.	INCREM.	1	2	3	4	5	6	7	8	9
21 T	1538	30754	32292	33830	35368	36906	38444	39982	41520	43058
22 T	1613	32292	33905	35518	37131	38744	40357	41970	43583	45196

SOCIAL SERVICES

TEAMSTERS

6% INCREASE

PRIMARY SUPERVISORS

SCHEDULE B

EFF: 7/1/92

RNGE #.	INCREM.	1	2	3	4	5	6	7	8	9
21 T	1615	32292	33907	35522	37137	38752	40367	41982	43597	45212
22 T	2694	33907	35601	37295	38989	40683	42377	44071	45765	47459