**AGREEMENT** 

20.07

**BETWEEN** 

UNION COUNTY BOARD OF SOCIAL SERVICES

AND

PUBLIC EMPLOYEES SUPERVISORS

LOCAL 102

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

X TERM: JULY 1, 1985 - JUNE 30, 1987

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#### PREAMBLE

THIS AGREEMENT, effective the 1st day of July, 1985, is entered into by and between the UNION COUNTY BOARD OF SOCIAL SERVICES, 80 Broad Street, Elizabeth, New Jersey (hereinafter referred to as the "Board") and the PUBLIC EMPLOYEES SUPERVISORS UNIT, LOCAL 102, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at P. O. Box 318, Rockaway, New Jersey (hereinafter referred to as the "Union"),

The purpose of this Agreement is to promote harmonious relations between the Board 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 I. RECOGNITION

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

#### ARTICLE II. MANAGEMENT RIGHTS

It is the intention hereof that all of the rights, powers, prerogatives and authorities that the Board had prior to the signing of the Agreement are retained by the Board except those and only to the extent that they are specifically abridged or modified by this Agreement.

It is agreed that the above-recited management rights are not subject to the grievance procedures set forth in Article VI hereof.

## ARTICLE III. UNION RIGHTS

- A. 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 Board.
  - B. The local Union will be allowed by the Board a

period not to exceed fifteen (15) minutes to address all new employees.

- C. The local Union will be allowed by the Board space on the present existing bulletin board for Union notices and information.
- D. Officers or delegates of the local Union will be allowed by the Board to take a total not to exceed in the aggregate fifteen (15) days' leave with pay per contract year to participate in Union conferences and conventions. The local Union shall provide to the Board for approval a written notice of 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 local Union to attend such sessions. Granting of such leave to an employee shall not be unreasonably withheld.

#### ARTICLE IV. 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 Board and/or its members and/or employees in their carrying out 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 V. DUES CHECK OFF

- A. In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Board, upon receipt of a duly executed authorization-assignment form acceptable to the Board, 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 Board 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 Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.
- B. 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.
- C. Any covered employee who does not authorize dues deductions as a member of the Union shall pay a fifty percent (50%) 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.34:13A-5, et seq.). Membership in the Union is available to all covered employees on an equal basis and 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.

D. The Union agrees to indemnify and hold the Board 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 VI. HOURS OF WORK

A. The normal work week from July 1, 1985, through June 30, 1987, shall consist of thirty-five (35) work hours per week, seven (7) hours per day, and five (5) days per week.

The Director or his 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 the 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 thirty-five (35) hours in any given work week at a rate of 1 1/2 times the regular rate or time at which they are employed.

B. The Board, or its designated representative shall have the option that all projects or surveys will be performed by Board personnel, on overtime, if necessary, at the discretion of the Board consistent with the work load as it then exists.

#### ARTICLE VII. GRIEVANCE PROCEDURE

#### A. PURPOSE

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

#### B. DEFINITION

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

1. A misinterpretation or misapplication of the terms

of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance;" or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or
orders applicable to the Board which shall be processed up to and
including the Board and shall hereinafter be referred to as a
"non-contractual grievance".

# C. PRESENTATION OF A GRIEVANCE

The employee shall have the right to present their own appeal, individually or by an attorney, or to designate a Union representative to appear with them. The Board 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 Board of Social Services, and one Union representative who is an employee of the Board throughout the grievance procedure.

#### D. STEPS OF THE GRIEVANCE PROCEDURE

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

#### STEP 1.

a. An aggrieved employee shall institute action under the provisions hereof in writing, signed and delivered to the employee's supervisor, within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after they would reasonably be expected to know of its occurrence.

Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.

- b. The supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

  STEP 2.
- a. In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file their complaint with the Director within five (5) working days following the determination by the supervisor.
- b. The Director or the Director's representative shall conduct a hearing within five (5) working days from the receipt of the complaint as follows:
- (1) The proceedings shall be recorded by sound recording equipment at the request of either party.
- (2) If the proceedings have been sound recorded, any party may order a transcript in which event that party shall bear the full cost. The person preparing the transcript shall certify to its accuracy.
- (3) In the event both parties desire copies, the cost shall be shared equally.
- c. The Director shall render a decision on non-disciplinary matters within ten (10) working days. On disciplinary matters resulting in a suspension, the Director shall submit the decision or the findings of fact to the aggrieved person and the Board within ten (10) working days following the hearing.

STEP 3.

Should the employee disagree with the decision or findings of fact of the Director, or the Director's representative, the employee may, within three (3) working days, submit to the Board a statement in writing and signed as to the issues in dispute. The Board shall, at its next regular meeting or a special meeting called at the discretion of the Board, review the decision or findings of fact of the Director, together with the disputed areas submitted by the employees. The employees and/or the Union representative may request an appearance before the Board. The Board will render its decision within five (5) working days thereafter, and it shall be final for non-contractual grievances.

# STEP 4 - FACT FINDING

a. Should the aggrieved person be dissatisfied with the Board's decision, the Union has ten (10) working days in which to request non-binding fact finding. The fact finder shall be chosen from a list provided by P.E.R.C. (Public Employees Relations Commission).

However, no fact finding hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board. In the event the employee elects to pursue Civil Service procedures, the fact finding hearing shall be cancelled, the matter withdrawn from the fact finder. The Union shall pay whatever costs may have been incurred in processing the case to the fact finder.

- b. The fact finder's decision shall be in writing and shall set forth the findings of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision which shall bind the parties and the fact finder's opinion shall be advisory in nature only.
- c. The costs for the services of the fact finder shall be borne equally by the Board and the Union. All other expenses incurred in connection with the fact finding shall be paid by the party incurring same.
- d. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

# E. UNION PARTICIPATION IN THE GRIEVANCE PROCEDURE

A minority organization shall not present or process grievances. The participation of the majority representative in the grievance shall be as follows:

#### STEP 1

A shop steward may participate at the request of the  $\dot{}$  employee.

#### STEP 2

The local Union officer and/or international representative may participate at the request of the employee. In the event the employee does not request Union participation at the Hearing before the Director or the Director's representative, the employee waives the right for Union participation for the remaining steps.

#### STEP 3

Union representation does not preclude an attorney from participation in the grievance procedure.

#### ARTICLE VIII. SENIORITY CONSIDERATIONS

- A. Seniority is defined as continuous unbroken service with the Board from the date of permanent appointment in the title of Income Maintenance Supervisor, Social Work Supervisor or Child Support Supervisor.
- B. The employee will follow a vacation schedule suited to the overall needs of the Board and considerate of the employee. The present policy will be continued of granting vacation time by seniority in each working unit wherever possible and practical.
- C. Seniority shall be given consideration by the employer with respect to reassignments and provisional promotions.
- D. The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job title who possess the requirements enunciated by Civil Service Law subject to subsequent certification by Civil Service.
- E. All promotions and promotional policies are subject to the New Jersey Civil Service Law rules and regulations.

#### ARTICLE IX. 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 for a period of ten (10) working days.

#### ARTICLE X. REASSIGNMENTS

Employees shall be consulted prior to reassignment.

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

#### ARTICLE XI. HOLIDAYS

The legal holidays as determined by N.J. statutes are as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day Columbus Day Election Day Veteran's Day Thanksgiving Day Christmas Day

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Union County

declares a holiday for county employees. In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday. In the event any of the above statutory holidays falls on a Saturday, it shall be celebrated on the preceding Friday.

If a holiday, as indicated 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 XII. VACATIONS

- A. Full-time employees shall be granted vacation leave as follows:
- 1. One (1) working day for each month or major fraction thereof of employment during the first (1st) calendar year of employment.
- 2. Twelve (12) working days after the first (1st) calendar year up to and including five (5) years of employment.
- 3. Fifteen (15) working days after the first (1st) five (5) years of employment and up to and including the tenth (10th) year of employment.
- 4. Twenty (20) working days after ten (10) years up to and including twenty (20) years of employment.

- 5. Twenty-five (25) working days after twenty (20) years of employment.
- B. Temporary employees shall be granted one (1) working day vacation leave for each full month of service or major fraction thereof during temporary employment. No vacation leave in excess of the amount actually earned will be approved in anticipation of continued employment.
- c. The Board may allow an employee to carry over vacation to the next succeeding calendar year only, subject to the Director approving same based upon the pressure of work or for any other valid reason approved by the Director. The employee must request the vacation carryover no later than November 15, 1986.
  - D. Employees may take vacation days in half-days.

#### ARTICLE XIII. BEREAVEMENT AND PERSONAL DAYS

During the first calendar year of employment, a full-time employee shall earn personal leave on the basis of one (1) day for every three (3) months of employment up to a maximum of three (3) days for the calendar year.

After five (5) years of continuous employment, full-time employees shall be granted a total of four (4) personal leave days per year. This additional personal leave day shall accrue upon completion of five (5) years of employment. This additional personal day shall be effective on the date of the

employee's fifth (5th) anniversary and must be used by December 31st of the year in which this additional personal leave day accrues. For the purposes of this paragraph only, continuous service means employment without a break in service, and break in service means a resignation or removal between periods of employment.

Full-time employees of the Board with one (1) year of, continuous service shall be entitled to a total of six (6) days' leave per year with pay, in accordance with the following rules and regulations:

- A. Up to four (4) days leave of absence per incident with pay for time lost from work due to the death of spouse, child, mother or father.
- B. Up to three (3) days per year leave for time lost from work due to a death of any of the following members of the immediate family: Stepfather, stepmother, brothers, sisters, stepchildren, grandparents, mother-in-law, father-in-law, or other relatives residing in the employee's household.
- All bereavement time lost from work, must be taken in consecutive days within seven (7) days of the date of death or funeral.
- C. Three (3) days' personal leave with pay for religious holidays or personal business subject to the following:
- 1. Requests for personal leave shall be made in writing and approved by the employee's immediate supervisor and the Director in advance of the requested date or dates. The requirement for advanced approval of personal leave may be waived

at the discretion of the Director.

- 2. Personal leave days must be taken as whole days or half days. No personal leave days may be taken before or after a vacation or holiday except with the Director's approval.
- Personal leave must be used within the calendar year and shall not be accumulative from year to year.
- D. The above leave days must be used within the calendar year and shall not be cumulative from year to year.

#### ARTICLE XIV. LEAVE OF ABSENCE WITHOUT PAY

Leaves of absences without pay shall be granted as follows:

- 1. Leaves without pay may be granted at the discretion of the Board, or, in emergency situations, by the Director to permanent or probationary employees for any reason considered justifiable by the Board, but not to exceed six (6) months at any one time and not be in excess of one (1) continuous year, subject to approval by the Department of Civil Service. Employees shall not be granted leave to accept employment outside of the Board's structure.
- 2. Temporary and provisional employees may be granted authorized leave of absence without pay for a maximum period of sixty (60) days for reasons deemed appropriate by the Board, and such leave may not be consecutively renewed or extended.
- 3. In all cases, a letter of request from the employee, setting forth the reasons why leave is desired and the

dates for the commencing and terminating of the leave shall be submitted to the Board. No leave of absence without pay shall become effective without prior approval of the Board.

- 4. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credits each reduced at the same rate as earned.
- 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.
- 6. 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 Board to the end of the period of pregnancy-disability. Such leave of absence may be granted by the Board, 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 initial date of pregnancy disability leave, upon written request when accompanied by a doctor's certificate setting forth the need

therefor.

- 7. Permanent employees, upon giving birth to a child, may be granted a leave of absence without pay by the Board, 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.
- 8. A leave of absence without pay for medical reasons may be granted after use of all earned sick time. A leave of absence without pay for other than medical reasons may be granted only after use of all earned vacation and personal days.

## ARTICLE XV. SICK LEAVE

The sick leave policy for employees of the Board shall be as follows:

- A. Sick leave means the absence of an employee from duty because of illness, injury, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family, or other relatives living in the employee's household.
- B. A physician's certificate shall be required where duration of illness is five (5) consecutive work days or more for a single period.
  - C. Employees will accumulate sick leave privilege on

the basis of one (1) day per month of service or major fraction thereof during the remainder of the first calendar year of employment and fifteen (15) days annually thereafter. Employees shall be credited with fifteen (15) working days sick leave at the beginning of the calendar year with the anticipation that their employment will be continuous throughout the calendar year and may be permitted to use sick leave for the reasons defined above and in accordance with established Board and/or established Agency policy. The unused portion of sick leave will be accumulated without limit.

- D. Part time employees shall receive sick leave on a pro rated basis.
- E. Permanent employees, upon the submission of acceptable medical evidence, shall be entitled to pregnancy-disability leave as herein set forth. Request for such leave will be made in writing to the Director. Notification of the pregnancy shall be given to the Director not later than the end of the fourth month of pregnancy. Except for reasons of health and safety or inability to perform her job, the pregnant employee shall be permitted to work provided the attending physician approves and the physician's certificate evidencing said approval is delivered to the Director. The utilization of earned and accrued sick leave shall be limited only by the length of the employee's approved disability due to pregnancy.

#### ARTICLE XVI. EDUCATIONAL ASSISTANCE

Graduate and undergraduate assistance may be granted at the discretion of the Board. 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 XVII. HOSPITALIZATION

#### A. Medical

It is agreed that the employer shall provide the employees with Blue Cross-Blue Shield Plan "14-20 Series", including "Rider-J", and Major Medical Insurance, or a plan similar in substance with no less coverage than currently offered.

#### B. Prescription

1. The Board shall provide all eligible employees and their immediate families (as referred to in accordance with definition of carrier) with a Four Dollar (\$4.00) contributory prescription drug plan, similar in substance to the current

- G.H.I. Plan. Newly-hired employees shall obtain such coverage from the first (lst) day of the month following two (2) consecutive months of employment.
- 2. The composite maximum premium that may be charged to the Board by the carrier shall be capped at One Hundred Fifty Dollars (\$150.00) per employee per year effective July 1, 1985.
- from the carrier that a proposed renewal premium shall exceed the cap as above described, then, and in that event, the Board shall meet with the representatives of the employees for the purpose of negotiating alternative measures of funding the renewal premium. However, if the Board and the employees' representative are unable to arrive at an alternative agreement prior to the renewal date, then, and in that event, the Board shall have the absolute right to cancel the plan with the carrier, and in that event, this section entitled "B. Prescription" shall be void and of no effect.

#### C. Dental

- 1. The Board shall provide all eligible employees with a basic limited 50% co-pay dental care plan, similar in substance to the current plan of New Jersey Dental Service Plan, Inc.

  Newly-hired employees shall obtain such coverage from the first (1st) day of the month following two (2) consecutive months of employment.
- 2. The maximum premium that may be charged to the Board by the carrier shall be capped at Seventy-Five Dollars (\$75.00) per employee per year.

3. The current plan with New Jersey Dental Service Plan, Inc. expires December 31, 1986. The Board agrees to extend this plan for six (6) months to June 30, 1987, subject to Article XVI (c) 1.

# D. Disability Protection

The parties agree to discuss the implementation of a Disability Protection Plan to be mutually agreed upon by the . Agency and the Union. Payment for same shall be shared equally by the employer and the employee. Said plan is to be put into effect on January 1, 1986, and shall remain in effect for the duration of this Agreement.

# E. Extension of Benefits

The employer shall pay the health benefits premiums

(Blue Cross/Blue Shield and Major Medical) for any employee on an approved leave of absence without pay for up to a maximum of three (3) months.

#### ARTICLE XVIII. HEALTH AND SAFETY

- 1. Health and Safety is a concern of the Board and the Union. The Board and the Union mutually recognize the need for a safe and healthful work enviornment for all employees.
- 2. Two (2) representatives of the Local Union and three (3) representatives of the local CWA Union and two (2) representatives of the Board shall meet as a joint health and safety committee. This committee will discuss operating procedures or policies relative to the safe operation of the

physical plant, work enviornment, health and well-being of the employees in the agency. This committee shall be an advisory body and its recommendations shall be non-binding.

# ARTICLE XIX. SALARIES AND COMPENSATION

- A. Effective July 1, 1985, or subsequent date of employment, each employee's salary shall be adjusted step to step in accordance with Compensation Schedule 85 teamsters, as set forth in Appendix A which represents a 5% increase of Schedule 84.
- B. Effective July 1, 1985, all employees in the bargaining unit will be paid on the ranges set forth in Appendix A.
- C. Effective July 1, 1986, or subsequent date of employment, each employee's salary shall be adjusted step to step in accordance with Compensation Schedule 86 teamsters, as set forth in Appendix A, which represents a 4.5% increase over Compensation Schedule 85 teamsters.
- D. Effective July 1, 1986, all employees in the bargaining unit will be paid on the ranges set forth in Appendix A.
- E. Any employee, notwithstanding any other provision of this Agreement, who was employed on July 1, 1985, and has been terminated for any reason prior to the implementation as of the Agreement, shall receive the increase in the Article otherwise eligible, pro-rated on their time of employment.

# ARTICLE XX. INCREMENTS AND CLASSIFICATION CHANGES

- A. Effective July 1, 1985, and July 1, 1986, 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.
- B. 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 Paragraph A 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 A 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.

If the employee works at a higher job classification, the employee will be paid on the same basis as though such employee was provisionally promoted to the said job classification.

#### ARTICLE XXI. LONGEVITY

The present longevity plan, as adopted by the Board in its Resolution of April 19, 1967, 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. (The Board is to provide to the Union a copy of the Resolution of April 19, 1967, referred to above.)

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.

In the event the Union County Board of Freeholders shall amend their present longevity plan, then the parties hereto will meet after thirty (30) days of the effective date of the amendment and enter into collective negotiations concerning the longevity plan herein.

#### ARTICLE XXII. GENERAL

- A. 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.
- B. 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.

# ARTICLE XXIII. FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

# ARTICLE XXIV. 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 Civil Service, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XXV. DURATION

A. This Agreement shall become effective when all parties approve the Agreement and shall remain in full force and effect until June 30, 1987.

- B. 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, 1987, or June 1 of any succeeding year for which the Agreement has been renewed.
- C. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 1987, subject to the provisions above. Both parties shall be in contact with each other by March 15, 1987 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 this Agreement to be executed by their respective Officers, or Agents, on this/day of July , 1986.

UNION COUNTY BOARD OF SOCIAL SERVICES

Vice Chairperson

Spc Tross

MICHAEL C. GALUPPO Director

# PUBLIC EMPLOYEES SUPERVISORS UNIT LOCAL 102 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

INTER	AMLIANAP REGIUE	RHOUD OF TEAMSTERS	
BY Ceither	- X	BY_ (2) 11 )1	ar Racin
	Supervisor	BEN MERKER	Sec./Treas.
	01701.1201	<b>J</b> 200 1131011211	0001, 110101
By We inviting		BY Justine	Cambin
	Supervisor	7,	Supervisor
•	J-F	//	,
REVIEWED AND A	APPROVED BY THE	DIVISION OF PUBLI	C WELFARE
		MENT OF HUMAN SERV	

BY

# Effective July 1, 1985 - SALARY SCHEDULE 85 (teamsters)

	INC.	1	. 2	3	. 4	5	6	7	8	9_	
21t	1100	21991	23091	24191	25291	26391	27491	28591	29691	30791	

# Effective July 1, 1986 - SALARY SCHEDULE 86 (teamsters) 4.5%

	INC.	1	2	3	4	5	6	7	8	9	_
22t	1207	24130	25337	26544	27751	<b>2</b> 8958	30165	31372	32579	33786	