

Contract no. 885

AGREEMENT

Between

THE COUNTY OF UNION

and

**UNION COUNTY DEPARTMENT OF
PUBLIC WORKS FOREMEN'S ASSOCIATION**

EFFECTIVE: JANUARY 1, 1990 THROUGH DECEMBER 31, 1992

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AGREEMENT

This AGREEMENT made this 11TH day of DECEMBER, 1990, by and between The COUNTY OF UNION, a body politic (sometimes hereinafter referred to as the "County" or "Employer"), and the UNION COUNTY DEPARTMENT OF PUBLIC WORKS FOREMEN'S ASSOCIATION (sometimes hereinafter referred to as the "Union" or "Foremen").

PURPOSE AND INTENT

The County of Union and the Union desire to establish, maintain and regulate all standards of hours of work, rates of pay, and all other terms and conditions of employment under which the employees covered by the terms of this Agreement shall work.

ARTICLE I

Recognition and Responsibility

Section 1.

The County of Union hereby recognizes the Union as the exclusive representative for collective negotiations pursuant to a Certification of Representative of the State of New Jersey, Public Employment Relations Commission, dated January 13, 1987 (Docket No. RO-87-94) which includes all foremen employed by the Union County Department of Public Works and Runnell's Hospital, but excludes park foreman, general trades foreman, general supervisor mosquito extermination, recreation

park maintenance general foreman, managerial executives, confidentials, police, white collar, professionals and higher level supervisors.

Section 2.

Whenever the terms "employee" or "employees" are used hereinafter in this Agreement, such words shall be deemed to apply only to the employees of the County who are included within the bargaining unit above described.

Section 3.

Whenever any bargaining unit member shall indicate in writing to the County Treasurer his desire to have deductions made from his compensation for the purpose of paying the employee's dues to the Union, the County Treasurer shall make such deduction from the compensation of such employee and the Treasurer shall transmit the sum so deducted to the Union.

Any such written authorization may be withdrawn by the employee at any time by filing of notice of withdrawal with the County Treasurer. The filing of notice of withdrawal shall be effective to change the amount deducted to the amount indicated as a representation fee in lieu of dues.

Section 4.

The Union will provide the necessary "check off" authorization form and deliver the signed forms to the appropriate officers. The Union shall indemnify, defend and hold the County harmless against any and all claims, demands,

suits or other forms of liability that shall arise out of, or by reason of, action taken by the County pursuant to the above provisions concerning dues deductions.

Section 5.

a. During the term of this Agreement, any employee in the bargaining unit who does not join the Union within thirty (30) days from the date of execution of this Agreement or any new employee who does not join the Union within thirty (30) days of initial employment within the bargaining unit, and any employee previously employed within the unit who returns and who does not join the Union within ten (10) days of reentry into employment within the unit, shall pay a representation fee in lieu of dues to the Union by payroll deduction.

b. The representation shall be in an amount equal to no more than 85% of the regular Union membership dues, fees, and assessment as certified to the County by the Union. The Union may revise its certification of the amount of the representation fee upon sixty (60) days written notice to the County to reflect changes in regular Union membership dues, fees and assessment.

c. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Union, under proceedings established and maintained by the Union, which shall be in accordance with appropriate statutory provisions and court decisions, a return of any part of that

fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefit available only to members of the majority represented. The pro rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employee represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.

d. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, awards, judgments, losses or expenses or any other form of liability that shall arise out of or by reason of the action taken or not taken by the County in reliance upon the representation fee information furnished by the Union or its representatives.

ARTICLE II

No Strike - No Lockout

Section 1.

The Union agrees that during the life of this Agreement, neither it nor its officers, representatives, committeemen,

stewards, nor its members or any of them will call, sanction, encourage or engage in any strike or work stoppage. This provision shall not be construed as a waiver or relinquishment of any and all rights the County of Union would have against the Union or its employees in the event of such activity.

Section 2.

The County Manager, on behalf of the County of Union, agrees that during the life of this Agreement, the County will not lock out any of the employees covered by the Agreement. This provision shall not be interpreted to prohibit the County of Union from exercising its management right to cause a total or partial cessation of the work due to lack of work other than economic reasons.

ARTICLE III

Management Rights

Section 1.

Whenever the term "Employer", "Department Head", or "Supervisor" shall be used throughout this Agreement, it shall mean and includes the County Manager and the Department Head to whom employees covered herein report to and/or their designees, except as otherwise designated in this contract, as specifically may be provided in the New Jersey Statutes in such case made and provided or the Administrative Code of the County of Union.

Section 2.

Except as lawfully limited by the within Agreement, the County Manager, the Department Head and/or their designees, herein retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution of the United States of America, including but without limitation, the following rights, privileges and functions.

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

b. The right of the County Manager to hire all employees, subject to civil service rules and regulations, to determine their qualifications and the conditions of their continued employment, dismissal, or demotion, to discipline employees for just cause, and to promote and transfer all such employees, subject to the New Jersey Statutes and the Administrative Code of the County of Union.

c. The right by the Department Head to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto.

Section 3.

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

ARTICLE IV

Grievance Procedure

Section 1.

A grievance is hereby jointly defined to be any complaint concerning the interpretation or application of any provision of this Agreement. Should any such grievance as defined arise between an employee(s) and the Employer, the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or with the designated representative(s) of the Union for the purpose of resolving the matter informally.

A grievance must be presented at Step 1 within seven (7) working days from the date the employee knew or should have known of the facts which give rise to the grievance. If it is not presented within the aforementioned time period, it shall be deemed waived and shall not thereafter be considered a grievance under this Agreement.

Step 2. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he or she may file a grievance in writing with the Department Head or his designated representative. A meeting concerning the grievance shall be held between the Department Head or his designated representative(s) and the aggrieved party, and the Union's designated representative, not later than ten (10) working days from the date of the filing of the grievance in writing with the Department Head. The Department Head will render a final decision in writing within five (5) working days after the date of the meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 2, or if no decision has been rendered within five (5) working days after the meeting at Step 2, the aggrieved party may file a grievance with the County Manager or his or her designee. At the request of the County Manager, a meeting concerning the grievance may

be held within ten (10) working days after the grievance has been filed with the County Manager. Any such meeting shall be between the grievant, the Union's designated representative(s) and the County Manager or his designee. The County Manager or his designee will render a written answer to the grievance within ten (10) working days after the aforesaid meeting or within ten (10) working days from the date the grievance was filed with the County Manager if no such meeting is held.

Step 4. If the grievance is not resolved at Step 3, or if no written decision has been rendered within ten (10) working days as provided in Step 3, the Union shall within ten (10) working days make a written demand for arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, with a copy of the demand being delivered to the County Manager and Director of Personnel for the County of Union. The written demand for arbitration shall set forth the specific nature of the dispute and specific provisions of the Agreement claimed to be violated. The selection of an arbitrator as well as the conduct of the arbitration hearing shall be in accordance with the rules and regulations of the New Jersey State Board of Mediation then in effect.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place. The decision of the arbitrator shall be final and binding upon the Employer,

the Union and the employee(s) and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

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

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the employer any 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.

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

Section 2.

The time limits specified in the foregoing grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement in writing between the parties.

Section 3.

Any employee may be represented in all stages of the grievance procedure by himself or a member of the Union, or at his or her option at Step 4 by an outside representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall be notified and shall have the right to be present and state its views at all stages of the grievance procedure.

ARTICLE V

Holidays

Section 1.

The employer has designated the following days as holidays for the year 1990:

- | | |
|---|-----------------------------|
| 1. New Year's Day | Monday, January 1, 1990 |
| 2. Dr. Martin Luther King, Jr.'s Birthday | Monday, January 15, 1990 |
| 3. Lincoln's Birthday | Monday, February 12, 1990 |
| 4. Washington's Birthday | Monday, February 19, 1990 |
| 5. Good Friday, | Friday, April 13, 1990 |
| 6. Memorial Day | Monday, May 28, 1990 |
| 7. Independence Day | Wednesday, July 4, 1990 |
| 8. Labor Day | Monday, September 3, 1990 |
| 9. Columbus Day | Monday, October 8, 1990 |
| 10. General Election Day | Tuesday, November 6, 1990 |
| 11. Veteran's Day | Sunday, November 11, 1990 |
| 12. Thanksgiving Day | Thursday, November 22, 1990 |
| 13. Day After Thanksgiving Day | Friday, November 23, 1990 |
| 14. Christmas Day | Tuesday, December 25, 1990 |

The employer has designated the following days as holidays for the year 1991:

- | | |
|---|------------------------------|
| 1. New Year's Day | Tuesday, January 1, 1991 |
| 2. Dr. Martin Luther King, Jr.'s Birthday | Monday, January 21, 1991 |
| 3. Lincoln's Birthday | Tuesday, February 12, 1991 |
| 4. Washington's Birthday | Monday, February 18, 1991 |
| 5. Good Friday, | Friday, March 29, 1991 |
| 6. Memorial Day | Monday, May 27, 1991 |
| 7. Independence Day | Thursday, July 4, 1991 |
| 8. Labor Day | Monday, September 2, 1991 |
| 9. Columbus Day | Monday, October 14, 1991 |
| 10. General Election Day | Tuesday, November 5, 1991 |
| 11. Veteran's Day | Monday, November 11, 1991 |
| 12. Thanksgiving Day | Thursday, November 28, 1991 |
| 13. Day After Thanksgiving Day | Friday, November 29, 1991 |
| 14. Christmas Day | Wednesday, December 25, 1991 |

The employer has designated the following days as holidays for the year 1992:

- | | |
|---|---|
| 1. New Year's Day | Wednesday, January 1, 1992 |
| 2. Dr. Martin Luther King, Jr.'s Birthday | Monday, January 20, 1992 |
| 3. Lincoln's Birthday | Wednesday, February 12, 1992 |
| 4. Washington's Birthday | Monday, February 17, 1992 |
| 5. Good Friday, | Friday, April 17, 1992 |
| 6. Memorial Day | Monday, May 25, 1992 |
| 7. Independence Day | Saturday, July 4, 1992
(Celebrated Friday, July 3, 1992) |
| 8. Labor Day | Monday, September 7, 1992 |
| 9. Columbus Day | Monday, October 12, 1992 |
| 10. General Election Day | Tuesday, November 3, 1992 |
| 11. Veteran's Day | Wednesday, November 11, 1992 |
| 12. Thanksgiving Day | Thursday, November 26, 1992 |
| 13. Day After Thanksgiving Day | Friday, November 27, 1992 |
| 14. Christmas Day | Friday, December 25, 1992 |

Section 2.

All employees shall receive eight (8) hours of holiday pay at their regular base rate for such holidays even though no work shall be required of them and provided further that:

a. New hires have satisfactorily completed their probationary period preceding the holiday involved; and

b. Such employee works the scheduled work day immediately preceding and the schedule work day immediately following the holiday involved except if he fails to work the day preceding or following the holiday because of one of the following conditions:

i. The employee is unable to work due to an illness in which event the Department Head may require proof of illness hereunder in such form as the Department Head may, in his discretion, deem necessary to verify an employee's illness, or

ii. The employee is on vacation.

Section 3.

Recognizing that the Public Works Department works every day of the year and that it is not possible for all employees to be off on the same day, the County Manager, on behalf of the County of Union and/or his designee, shall have the right, at his sole discretion, to require any employee to work on any of the holidays specified herein. In the event an employee is required to work on any of the aforesaid legal holidays, he may receive an additional day off with holiday pay within thirty (30) days of the holiday or he may receive his holiday pay and the applicable rate of pay for working such holiday. If an employee is required to work on a holiday as provided herein,

he shall be entitled to at least three (3) hours' pay at the applicable rate regardless of the number of hours actually worked on such holiday.

Section 4.

A holiday falling during an employee's vacation shall be treated as a holiday and not charged against the employee's vacation time.

ARTICLE VI

Vacations

Section 1.

Anything herein stated to the contrary notwithstanding, the schedule hereinafter set forth for vacation entitlement shall be effective as of January 1, 1980. All employees covered by the within Agreement hereby waive any claims for a vacation entitlement for any year prior to January 1, 1980 in which said employees did not utilize his/her vacation entitlement, and the following schedule shall be applicable to all employees on and after January 1, 1980 with respect to vacation entitlement. All such employees shall commence the vacation year as of January 1, 1980 with no accumulated vacation claimed or owed.

Section 2.

Vacation Eligibility:

a. During the first calendar year of employment, employees shall earn one (1) vacation day for each month of

service during the calendar year following the date of employment.

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

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

d. Employees with ten completed years to fifteen years of service shall be entitled to seventeen (17) working days' vacation each year.

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

f. Employees with twenty completed years to twenty-five years of service shall be entitled to twenty (20) working days' vacation each year.

g. Employees with twenty-five or more completed years of service shall be entitled to twenty-five (25) working days' vacation each year, plus one additional day of vacation per year for every completed year of service above twenty-five completed years of service to a maximum of thirty (30) working days' vacation each year.

Section 3.

Part-time employee shall receive vacation credit allowance on a prorated basis in accordance with Section 1 above.

Section 4.

An employee who is entitled to vacation herein shall make written request to the Department Head at least two (2) weeks prior to the time during which such vacation is to be taken. No employee shall be entitled to take any part of his vacation at any time other than as authorized by the Department Head. While the Department Head shall not unreasonably withhold permission to grant a vacation as requested, if a conflict exists between two or more employees requesting the same date, or the work schedule is such that the employee's vacation request interferes with the orderly carrying out the same, the Department Head's decision as to whom shall be permitted the vacation period requested, if at all, shall be final.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

If an employee leaves the County's employ for any reasons, except as set forth in Section 4 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final paycheck.

Section 11.

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

Section 12.

In accordance with present policy, an employee may receive

vacation pay in advance of taking his vacation provided that he makes timely written request on the form provided for that purpose and in the manner provided.

ARTICLE VII

Salaries and Wages

Section 1.

The regular base annual rate for all employees in the bargaining unit for the period January 1, 1990 to December 31, 1992 shall be as set forth on Schedule A annexed to this Agreement.

The parties recognize the new title of Supervisor, Heating and Air Conditioning Mechanic as being within the bargaining unit and effective February 10, 1990 the salary for said title will be \$27,300. Thereafter the salary for said title shall be as set forth in Schedule A annexed hereto.

Section 2.

Effective January 1, 1990 the employer shall pay \$500 additional compensation to be added to the base annual rate to those bargaining unit employees who are required by the employer to obtain and maintain the following license certification in connection with their assigned duties:

Certified Pesticide Applicator's License
Articulated Driver's License

The employer shall reimburse the aforesaid employees for the cost of successfully obtaining and maintaining the aforesaid certifications. The employee shall lose the additional compensation if he fails to maintain the license.

Section 3.

All incremental increases, salary ranges, steps, classes or annual increment methods of calculating or determining base rates are abolished.

ARTICLE VIII

Hours of Work, Premium Pay
and Compensatory Time Off

Section 1.

The work week for all bargaining unit employees shall consist of five (5) consecutive days of eight (8) hours each as scheduled by the Department Head during any seven (7) day period. A work day shall consist of eight (8) hours of work which are to be continuous except for such unpaid lunch period as may be scheduled by the Department Head.

Section 2.

Employees shall be entitled to two (2) consecutive days off during each seven (7) day period, provided however, that the Department Head shall have the right to require employees to work on such days.

Section 3.

Any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any work week shall receive additional compensation for each such hour worked at the employee's straight-time hourly rate.

Section 4.

For purposes of this Article, "straight-time hourly rate" shall be defined as the hourly rate of pay as calculated by dividing the employee's annual salary by two thousand eighty (2,080).

Section 5.

Any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any work week shall receive additional compensation for each such hour worked at time and one-half (1-1/2 times) the employee's straight-time hourly rate, provided there is a sufficiency of funds.

Section 6.

An employee shall not be entitled to receive overtime compensation unless such overtime has been scheduled and authorized by the employee's immediate supervisor, or Director of Department of Public Works, prior to such overtime being worked.

Section 7.

The Department Head shall make all reasonable efforts to distribute overtime on an equitable basis provided, however,

that the bargaining unit employee to whom such overtime shall be assigned is able to perform such work to the satisfaction of the County.

Section 8.

If an employee shall be recalled for work at any time outside of his regular working hours or on any day when he would normally be off duty he shall receive at least three (3) hours' pay at the applicable rate. An employee shall not be entitled to receive call-in compensation unless authorized by the employee's immediate supervisor, or Director of Department of Public Works.

Section 9.

No employee shall be permitted to earn or accumulate compensatory time off in lieu of overtime.

ARTICLE IX

Sick Leave

Section 1.

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injuries; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relatives

residing in the employee's household); (4) death in the employee's immediate family, for a reasonable period of time. Up to five days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to three days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined herein. 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 County.

Section 2.

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

Section 3.

Sick leave is earned in the following manner:

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

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

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

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

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

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

Section 4.

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

Section 5.

a. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic recurring nature causing recurring absences of one (1) day or less, only one (1) submission of such proof shall be necessary for a period of six (6) months.

b. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

i. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

ii. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 6.

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

a. 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.

b. No employee who elects a deferred retirement benefits shall be eligible. An employee may defer his request for lump sum payment but it must be submitted within one (1) year of the effective date of any retirement.

c. To be eligible for payment under this program, an employee must retire with at least twenty-five (25) years of service solely with the County of Union and must have at least 100 accumulated sick days to his or her credit upon the effective date of retirement.

d. In the event of an employee's death within one (1) 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 thirty (30) days after the effective date of retirement.

e. County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all

of their applicable regulations would be considered eligible for a 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 record. Employees reentering County service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

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

g. In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of twenty-five (25) years of service with the County. Prior service with other governmental entities shall also not be counted towards the requirement of twenty-five (25) years of service with the County.

h. 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.

i. The amount shall be computed at the rate of one-half (1/2) of 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 retiring. Overtime, shift differential, stipends or other supplemental pay shall not be included in the computation.

j. In no event shall payment for unused accumulated sick leave exceed Seven thousand (\$7,000) Dollars.

k. In computing the total amount of unused accumulated sick leave pay due, periods of leaves of absence without pay shall be excluded in the computation.

l. The lump sum supplemental compensation payment shall be made within sixty (60) days after the date of retirement, if possible.

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

n. An employee who is about to retire should follow the regular procedures concerning retirement. When an employee receives a copy of the official notice of retirement approval issued by the pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment.

o. 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 (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days per calendar year thereafter.

2. Proof of need of sick leave usage was required when sick leave exceeded at least five (5) consecutive days or a total of fifteen (15) days within one (1) 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 employee's 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.

ARTICLE X

Jury Duty

When a bargaining unit employee is involuntarily summoned for jury service, he shall promptly notify his immediate supervisor and the Personnel Director and shall be excused from work for those days on which he receives pay for jury service. The County Manager may request that the employee be excused or exempted from such duty. For each day on which he otherwise would have worked, he shall be paid the difference between his regular rate and the payment he receives for jury service. The employee shall furnish official proof of such service and of the amount of pay received therefor.

ARTICLE XI

Death in Family

Section 1.

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees

when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relative residing at employee's household.

Section 2.

In the case of death in the immediate family, reasonable proof shall be required.

ARTICLE XII

Prior Practices

This Agreement contains all the terms and conditions of employment between the County Manager and the members of the bargaining unit represented by the Union. All present, previous or past practices between the County Manager and the employees covered by this Agreement, except as specifically amended herein, are expressly incorporated within the terms and conditions of this Agreement. Any previous or past practice not so expressly incorporated herein shall be waived and shall otherwise be void and a nullity.

ARTICLE XIII

Longevity

During the life of this Agreement, all employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program

adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto; provided, however, that any person commencing full-time continuous employment subsequent to January 1, 1973 shall not participate in nor be entitled to the benefits of the present longevity program.

ARTICLE XIV

Severability

In the event of any Federal or State law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties but the remaining portion of this Agreement shall continue in full force and effect.

ARTICLE XV

Unpaid Leave of Absence

Section 1.

Any bargaining unit employee may apply for a leave of absence without pay or other remuneration provided the employee shall make application in writing for such leave to his immediate supervisor and the Personnel Director at least two (2) weeks prior to the date such leave is requested.

Section 2.

The County Manager may, in his sole discretion, grant the employee a leave of absence without pay or other remuneration subject to the following conditions and exceptions:

a. An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

b. If an employee fails to report for work within one (1) working day of the expiration of an authorized leave of absence and does not give a satisfactory explanation for not returning, he shall be considered as having voluntarily resigned.

c. An employee who shall be required to attend military encampment or who shall be called for National Guard duty shall be entitled to a leave of absence in accordance with applicable law.

d. Whenever a bargaining unit employee shall become pregnant, she shall furnish the County Manager with a certificate from her physician and a physician designated by the County Manager within at least six (6) months from the date of her pregnancy. Maternity leave will be granted for a period not to exceed ninety (90) days prior to her date of delivery and thirty (30) days after her delivery. In the event the employee's physician and the physician designated by the County Manager disagree as to the physical or mental capacity of such employee to continue working, both physicians shall designate a third physician to make a final determination as to such employee's capacity to work.

Section 3.

In the event an unusual emergency arises which might

prevent the employee from making written request for leave of absence or which might prevent an employee on leave from returning at the end of a leave of absence, such employee may apply for a leave of absence or an extension to a leave of absence, which leave may be granted in the sole discretion of the County Manager.

ARTICLE XVI

Insurance

Section 1.

Subject to the provisions below stated, the County Manager, on behalf of the County of Union, agrees to provide the following insurance for the benefit of full-time bargaining unit employees:

a. All employees covered under the terms of this Agreement shall be covered, as shall be the members of their immediate family, for medical and hospital expenses through an insurance program carried by the County of Union in accordance with the benefits currently in effect. The County shall continue to provide Major Medical insurance coverage currently in effect through an insurance program. The above medical and hospitalization coverage shall be at the sole expense of the County of Union. The County reserves the right to change or modify medical and hospitalization plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit.

b. Effective as of August 1, 1982, the County of Union will provide a Basic Dental Plan at a cost not to exceed the the sum of Fifty (\$50.00) Dollars on an annual basis for each bargaining unit employee. The Plan shall only provide coverage for only bargaining unit employees.

c. All permanent employees not otherwise covered by any other state, county or municipal pension system shall enroll in the Public Employees' Retirement System of New Jersey in accordance with the controlling law. The premium for enrollment in the Public Employees' Retirement System of New Jersey shall be in accordance with the laws of the State of New Jersey.

Section 2.

All such insurance shall be subject to the particular terms, conditions and provisions of the applicable contracts and policies of insurance. There shall be no responsibility or obligation whatsoever of the County of Union in connection with such contracts or policies of insurance excepting only the undertaking to pay such premiums or charges for such coverage as provided in this Agreement.

Section 3.

The obligation of the County of Union to pay such premiums for the purpose of maintaining the benefits provided but said contracts shall be subject at all times to the following terms and conditions:

a. The employees shall make written application to the County, on forms provided to them by the County of Union, or other designee, at the time of employment and the employees shall be obligated to deliver to the County of Union, Department of Finance Division of Risk Management, or other designee, such completed applications, duly executed, and shall furnish to the County of Union, Department of Finance Division of Risk Management, or other designee, in writing, all such detailed information as may be required.

b. A Drug Prescription Plan with a Two (\$2.00) Dollar deductible clause has been established with the maximum contribution to be paid by the County of Union to be an Eighty-five (\$85.00) Dollar premium per annum for each family coverage.

c. In the case of any change in the marital or family status of the employee pertinent to the benefits or kind of coverage of the hospitalization, surgical or major medical coverage, or other such insurance, the employee shall immediately furnish the County of Union, Department of Finance, Division of Risk Management, or other designee, the complete detailed information regarding the same.

d. All insurance referred to in the within Article shall become effective on the first of the month following the sixtieth (60) day of the first day of the month in which the employee was hired, provided he was hired between the first of

the month and the fifth of the month. Anyone hired after the fifth of the month shall receive the aforesaid insurance coverage on the first of the month following the ninetieth (90) day from the first day of the month in which the employee was hired.

Section 4.

Effective January 1, 1987, there shall be a hospitalization insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

a. Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1987; and must retire on either a disability pension or after having reached the age of fifty-five (55) years and having twentieth-five (25) years or more of service with the County, or retire and reach the age of sixty-two (62) years or older with at least fifteen (15) years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age fifty-five (55), shall be entitled to receive coverage under this plan upon reaching age fifty-five (55). This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees

shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

b. Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect at the time of this award.

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

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$57.18 per month
Single, Over 65	\$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 County's Hospital Insurance Plan shall be borne by the retiree.

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

e. Effective January 1, 1988, employees who retire on pension may elect to continue existing coverage for the Drug Prescription Plan provided for in this Agreement at the sole cost and expense of the employe.

ARTICLE XVII

Union Business

Section 1.

The Union shall advise the County Manager or his designee in writing of the names of its representatives.

Section 2.

The Union shall neither solicit members, nor conduct any business on County property during County assigned working schedules involved except for time spent conferring with management on specific grievances as specified in the Grievance Procedure.

Section 3.

When an authorized representative is excused from his assigned duties, he shall:

- a. Arrange with his supervisor to leave his work.
- b. Notify the supervisor of any County facility visited on arrival.
- c. Notify his supervisor upon return to the job.
- d. Record his time out and time in with his supervisor upon leaving and returning to his job.

ARTICLE XVIII

Eye Glasses

The County shall reimburse an employee for the reasonable cost of repair and replacement of prescriptive eyeglasses which are broken or damaged during the normal performance of the employee's duties and where the repair or replacement of such eyeglasses are not otherwise covered by warranty. The maximum liability of the County under this provision shall be Thirty-five (\$35.00) Dollars per employee per year. An employee claiming reimbursement under this clause shall present the eyeglasses which need repair or replacement to the County for examination and shall submit proof that the item was damaged or destroyed during the normal performance of the employee's duty in form satisfactory to the County. Upon repair or replacement of the broken or damaged eyeglasses, the employee shall submit proof of payment and the County shall reimburse the employee for the reasonable cost thereof as provided herein.

ARTICLE XIX

Clothing and Education

Section 1.

The County of Union shall provide such rain protective clothing and safety gear as the County of Union deems necessary. The care and security of such protective clothing and/or safety gear shall be the responsibility of the employee to whom such rain protective clothing and/or safety gear is issued.

Section 2.

The County shall reimburse an employee upon proof of purchase and payment up to Fifty (\$50.00) Dollars for a pair of shoes in each calendar year of 1988 and 1989 upon proof of purchase and payment therefor.

Section 3.

The County shall provide each member of the Bargaining Unit with four (4) shirts and four (4) pants each calendar year. In addition, the County will provide each member of the bargaining unit one (1) light jacket and one (1) winter jacket in alternate years, e.g., 1988--one (1) winter jacket; 1989--one (1) light jacket.

Section 4.

The County of Union agrees that it shall pay any fees required by a governmental authority for the licensing of an employee pursuant to law requiring the same in order for an

employee to carry out his duties. It is the policy of the County that every supervisory employee endeavor to elevate their respective areas of expertise by participation in such educational opportunities as may be available. To encourage such participation the County agrees to pay each employee an education allowance of One hundred fifty (\$150.00) Dollars per year to be paid prior to September 1st to those employees who have been employed in a supervisory capacity for the entire year during which the education allowance is to be paid, to be used by such employees for the purpose of participating in such education opportunities. The aforesaid employee shall be obligated to attend such seminars or studies directed by the Department Head and the costs thereof shall be paid and satisfied out of the education allowance advanced by the County of Union. If, and when the education allowance is fully utilized, the employees shall notify the Department Head, and if the Department Head hereafter directs the employee to participate in further seminars or studies, it shall be at the expense of the County of Union.

ARTICLE XX

Personal Business and

Religious Leave

Section 1.

Employees who are employed less than one (1) year may be

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

- a. One (1) day after four (4) months of employment.
- b. One (1) additional day after eight (8) months of employment.
- c. The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) months of employment.

Section 2.

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

Section 3.

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

ARTICLE XXI

On The Job Injury

Section 1.

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

a. The employee shall notify the Department Head and the Personnel Office of the work related injury or illness.

b. If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for up to the first one hundred eighty (180) calendar days if there was a injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for up to the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability

benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.

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

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

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

If an employee is required to go to the County's insurance company's doctor or medical center for treatment of a compensable injury during his regular scheduled shift, the attendance at the doctor's office or medical center during his regular scheduled shift shall not be charged to sick time provided that upon completion of the doctor's visit, the employee returns to work if there is still time remaining on the shift.

ARTICLE XXII

Miscellaneous

Bargaining unit employees shall be entitled to receive a meal allowance of Six (\$6.00) Dollars provided they work three hours overtime after their regularly scheduled work day or work five consecutive hours if called in for overtime.

ARTICLE XXIII

Duration of Agreement

Section 1.

This Agreement shall be in effect from January 1, 1990 through December 31, 1992. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than sixty (60) days prior to the anniversary date of this Agreement of a desire to make changes therein or to terminate this Agreement,

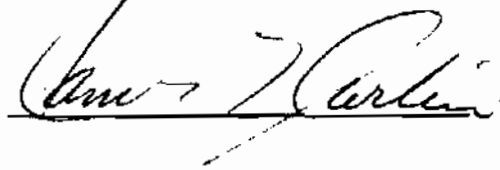
which shall confer upon the other party the right to make changes in the Agreement.

Section 2.

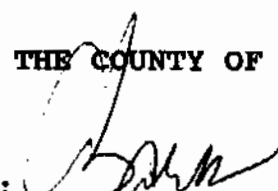
The provisions of this aforementioned Agreement shall be conclusive for its duration as to all bargainable matters or issues unless the County Manager and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

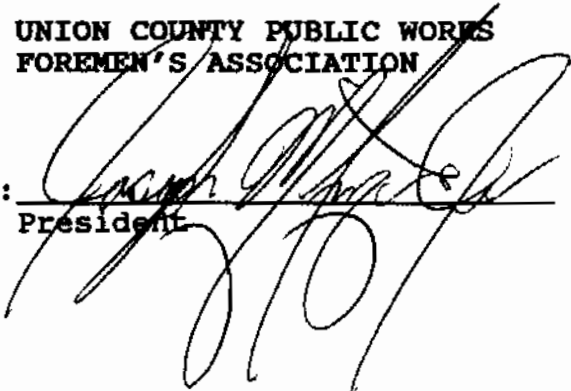


THE COUNTY OF UNION

By: 
Ann M. Baran, County Manager

ATTEST:

UNION COUNTY PUBLIC WORKS
FOREMEN'S ASSOCIATION

By: 
President

0730G

SCHEDULE A

1989					Salary at End
<u>Salary</u>	<u>1/1/90</u>	<u>7/1/90</u>	<u>1/1/91</u>	<u>1/1/92</u>	<u>Of Contract</u>
27,300	1,810	250.00	1,937	2,054	\$33,351.00
28,537	1,810		1,937	2,054	\$34,338.00
28,759	1,810		1,937	2,054	\$34,560.00
29,014	1,810		1,937	2,054	\$34,815.00
29,465	1,810		1,937	2,054	\$35,266.00
29,517	1,810		1,937	2,054	\$35,318.00
30,800	1,810		1,937	2,054	\$36,601.00
33,054	1,810		1,937	2,054	\$38,855.00
33,792	1,810		1,937	2,054	\$39,593.00