

#95

AGREEMENT BETWEEN THE
COUNTY OF UNION
AND
UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE ASSOCIATION

EFFECTIVE JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

DeMARIA, ELLIS & HUNT
744 Broad Street-Suite 1400
Newark, New Jersey 07102
(201) 623-1699

I N D E X

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	AGREEMENT	1
1	RECOGNITION	1
2	MANAGEMENT RIGHTS	2
3	PAYROLL DEDUCTION OR ASSOCIATION DUES	4
4	ASSOCIATION BUSINESS	8
5	WORK SCHEDULES	9
6	MOVEMENT OF PERSONNEL	11
7	NO STRIKE OR LOCKOUTS	12
8	GRIEVANCE PROCEDURE	13
9	LONGEVITY	16
10	VACATIONS	17
11	SICK LEAVE	20
12	PERSONAL BUSINESS AND RELIGIOUS LEAVE	24
13	DEATH IN FAMILY	25
14	JURY DUTY	25
15	HOLIDAYS	26
16	SALARIES	28
17	OVERTIME	31
18	SHIFT DIFFERENTIAL	32
19	CALL IN PAY	32
20	RETENTION OF EXISTING BENEFITS	33
21	DISCRIMINATION OR COERCION	34
22	EQUAL OPPORTUNITY AND MATERNITY LEAVE	34
23	MISCELLANEOUS	37
24	SAVINGS CLAUSE	45
25	FULLY-BARGAINED AGREEMENT	46
26	DURATION	46

AGREEMENT

This Agreement made this 24th day of JULY 1990
between THE COUNTY OF UNION, hereinafter called "Employer"
and UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE
ASSOCIATION, hereinafter called the "Association".

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

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

Now, therefore, in consideration of the mutual covenants, obligations and conditions herein contained, the parties hereto agree to and with each other as follows:

ARTICLE I

RECOGNITION

Section 1.

The Employer hereby recognizes Union Council No. 8, New Jersey Civil Service Association as the exclusive representative for the employees set forth in Unit I of the Public Employment Relations Commission's Certification dated March 13, 1970 and the employees set forth in Unit II of the Public Employment Relations Commission's Certification dated July 2, 1970, but excluding policemen, confidential employees,

managerial executives and supervisors within the meaning of the Act.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

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

Section 2.

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

Section 3.

Except as modified, altered or amended by the within Agreement, the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the

exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America but without limitation the following rights, privileges and functions:

- (a) The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment.
- (b) The right to hire all employees and subject to existing Civil Service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.
- (c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed against any employee.

Section 4.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board of Freeholders, the

County Manager or other designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and expressed terms of this Agreement 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.

Section 5.

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

ARTICLE 3

PAYROLL DEDUCTIONS OR ASSOCIATION DUES

Section 1.

The Employer agrees to deduct from the salaries of employees, dues for the Association when authorized in writing to do so by each employee.

An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes a leave of absence without pay for one month or more

during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the County shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2.

The amount of monthly Association membership dues will be certified by the President of the Association in writing to the Employer, and the amount so certified will be uniform for all members of the Association.

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw.

Section 4.

- (a) During the term of this contract, the County will continue to abide by the January 1, 1984 Agreement that if an employee covered under this contract does not become a member of the Association, the Association shall furnish the name of such person to the County requesting that the employee, through

payroll deduction, pay a representation fee in lieu of dues for services rendered by the Association.

- (b) The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to, or benefit only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- (c) Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained by the Association, which shall be in accordance with appropriate statutory provisions and Court Decisions, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund

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

- (d) Any person who becomes an employee after January 1, 1984, shall only be charged one-twelfth (1/12th) of the representation fee for the balance of the year of his first year of employment.
- (e) The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- (f) The Association will continue to notify the County Manager, in writing, of the current annual dues and/or the amount of the representation fee and will from time to time thereafter give to the County at least a sixty (60) days notice, in advance, of any changes in the annual membership or representation fee schedule so that the same can be accommodated by the County within a sufficient time after it receives the notice.
- (g) The Association shall indemnify, defend and save the County of Union harmless against any and all claims,

demands, suits, or other forms of liability, that shall arise out of or by reason of the action taken or not taken by the County of Union in reliance upon the representation fee information furnished by the Association or its representatives.

- (h) Effective November 1, 1989, bargaining unit employees who are in the judicial system and are employed in the Surrogate's Office, County Clerk's Office, Probation Department and in the Superior Court shall not be subject to the agency fee requirements of this Article.

ARTICLE 4

ASSOCIATION BUSINESS

Section 1.

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

Section 2.

Before any representative may leave his area or place of employment, he shall be required to obtain approval in advance from his Department Head or a Department Head's designated representative.

The Association shall neither solicit members, nor conduct any business on the Employer's property during Employer-assigned working schedules of either the

representative of the Association or the employee involved, except for the following:

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

Section 3.

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

- (a) Notify the supervisor of any Employer facility visited on arrival.
- (b) Notify his supervisor or designated representative upon return to the job.
- (c) Record his time out and time in with his supervisor upon leaving and returning to his job.

ARTICLE 5

WORK SCHEDULES

Section 1.

The Employer shall have the right, for the efficient operation of its facilities, to make changes in the commencement and termination of the daily work schedules and to vary from the daily or weekly work schedules provided, however,

upon making permanent changes the Employer shall give to the Association seven (7) calendar days' notice where practicable, and further provided that permanent changes in work schedules shall comply with existing Civil Service Rules.

Section 2.

Effective January 1, 1987, all employees covered by this Agreement whose normal work week consists of thirty (30) hours of work or more, but less than thirty-five (35) hours of work per week, shall have a new work week which shall consist of thirty-five (35) hours of work per week. The Employer shall have the right to schedule the hours of work on a departmental basis as it deems appropriate to insure maximum efficiency and productivity of its operations, provided that normal starting times shall not be scheduled earlier than 8:00 a.m., and normal quitting times shall not be scheduled later than 5:00 p.m. and that hours worked are consecutive inclusive of an unpaid lunch period. If management determines that flexible hours shall be established in a department, employee preference concerning available work schedules will be accommodated whenever possible consistent with the efficient and productive operations of the department. Conflicts in choice of work schedules which may occur shall be governed by departmental seniority, provided that maximum efficiency and productivity of the department is maintained.

ARTICLE 6

MOVEMENT OF PERSONNEL

Section 1.

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

Section 2.

The parties agree that all hirings, layoffs, separations, promotions, demotions and disciplinary actions shall be in accordance with the Revised Civil Service Rules for the State of New Jersey, as applicable to the County Manager form of government.

Section 3.

The parties agree that the Employer has the right to assign individuals to fill positions not in their payroll classification for emergency periods. The Employer will attempt to eliminate emergency situations promptly. In no event shall a payroll classification be filled during an emergency situation in excess of thirty (30) days. The County Manager agrees to comply with Civil Service Rules if the emergency condition is to extend beyond thirty (30) days subject to the availability of funds. If the emergency

condition is to extend beyond thirty (30) days, the County Manager agrees that the individuals who are assigned to a higher classification who continue to perform work in that classification will be compensated within the salary scale of the higher classification subject to the availability of funds, or returned to the performance of duties appropriately assigned to the lesser classification; all of the above shall be in conformance with Civil Service Rules.

ARTICLE 7

NO STRIKE OR LOCKOUTS

Section 1.

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

Section 2.

The Association will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage. In the event that the Association's members

participate in such activities, in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances, and to that end, the procedures to be used shall be as follows:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Association's designated representative who shall be an employee of the County for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence of the condition giving rise to the grievance. It is understood and agreed that time off the job, be it with or without pay, shall not be counted as "working days" under Step 1 of the Grievance Procedure.

Step 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of that grievance at Step 1, the aggrieved party may file a grievance in writing with his department head or his department head's designee. A hearing on the grievance shall be held between the department head or his department head's designee and the aggrieved party and the Association's designated representative. The department head or the department head's designee will render a final decision in writing within five (5) working days.

In those departments or agencies where the department head functions as the immediate supervisor, the grievance shall be presented at the Step 2 level.

Step 3. If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 2, the aggrieved party may file the grievance and all supporting papers with the County Manager for his review. The aggrieved member shall have his or her grievance presented by a designated representative of the Association, and the Association shall have the right to have the grievance presented by the Association's legal representative. If the County Manager conducts any hearing, the Association shall be obligated to participate even if the grievant has selected his own attorney.

Step 4. Arbitration. In the event a grievance has not been resolved to the satisfaction of the Association at Step 3 and/or within thirty (30) days from the date of the submission of the Step 3 grievance, it may request final and binding arbitration of the grievance. The Association shall make this request by mailing a written notice for arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey. A copy of the notice for arbitration shall also be mailed to the Employer designee, the County Manager and the Director of Personnel. The written notice to the New Jersey State Board of Mediation shall request that agency to submit duplicate panels of arbitrators to each of the respective parties to this Agreement so that they may exercise their right of selection and file same directly with the New Jersey State Board of Mediation pursuant to its rules.

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

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the issue is the same or similar. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no

right or power to alter or modify the terms of this Agreement or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this Agreement; nor may the arbitrator deprive the parties of any right reserved, expressed or implied, by them for their benefit hereunder.

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

ARTICLE 9

LONGEVITY

Section 1.

All employees covered by this Agreement and employed by the County prior to January 1, 1973, 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.

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

Section 2.

Any employee who was hired by the County subsequent to January 1, 1973 shall not be entitled to the provisions or benefits of the existing longevity program set forth in this Article.

ARTICLE 10

VACATIONS

Section 1.

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 twelve (12) working days vacation each year. Effective January 1, 1990 such employees will be entitled to thirteen (13) working days vacation each year.
- (c) Employees with eight completed years to ten years of service will be entitled to thirteen (13) working days vacation each year. Effective January 1, 1990 such employees shall be entitled to fourteen (14) working days vacation each year.
- (d) Employees with ten completed years to fifteen years of service will be entitled to sixteen (16) working days vacation each year. Effective January 1, 1990 such employees shall be entitled to seventeen (17) working days vacation each year.

- (e) Employees with fifteen completed years to twenty years of service will be entitled to eighteen (18) working days vacation each year. Effective January 1, 1990 such employees shall be entitled to nineteen (19) working days vacation each year.
- (f) Employees with twenty completed years to twenty-five years of service will be entitled to twenty (20) working days vacation each year. Effective January 1, 1990 such employees shall be entitled to twenty-one (21) working days vacation each year.
- (g) Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) working days vacation each year. Effective January 1, 1990 such employees shall be entitled to twenty-six (26) working days vacation each year.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation

allowance for the year, he will be charged with the unearned part of his vacation. This charge will be deducted from his final pay check.

Section 10.

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

ARTICLE 11

SICK LEAVE

Section 1.

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (defined herein as 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 reasonably 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 handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the County.

Section 2.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. 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 (1) working day for the initial month of employment if they begin on the first through eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third day of the month.
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen working days.

- (c) Part-time employees shall be entitled to a proportionate amount of paid sick leave.
- (d) Paid sick days shall not accrue during a leave of absence without pay or suspension.
- (e) Sick leave 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.
- (g) Unused sick leave shall accumulate from year to year without limit.

Section 4.

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

Section 5.

An employee who has been absent on sick leave for a period totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year

unless such illness is of a chronic or recurring nature causing recurring absences of one day or less in which event only one medical certificate shall be required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

Effective January 1, 1987, the County agrees to introduce a program of payment for unused sick leave upon retirement in accordance with the following requirements:

- (a) Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union, and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement.
- (b) Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Exhibit B and made a part hereof.
- (c) Employees who are eligible for this benefit shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of \$7,000.00.

ARTICLE 12

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

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

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

Section 2.

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

Section 3.

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

ARTICLE 13

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.

ARTICLE 14

JURY DUTY

Section 1.

An employee summoned for jury duty shall receive his regular pay from the Employer for such period. Such employee

shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

Section 2.

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

ARTICLE 15

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1989:

New Year's Day	Sunday, January 1, 1989 (celebrated Monday, January 2, 1989)
Martin Luther King's Birthday	Monday, January 16, 1989
Lincoln's Birthday	Sunday, February 12, 1989 (celebrated Monday, February 13, 1989)
Washington's Birthday	Monday, February 20, 1989
Good Friday	Friday, March 24, 1989
Memorial Day	Monday, May 29, 1989
Independence Day	Tuesday, July 4, 1989
Labor Day	Monday, September 4, 1989
Columbus Day	Monday, October 9, 1989
Election Day	Tuesday, November 7, 1989
Veteran's Day	Friday, November 10, 1989
Thanksgiving Day	Thursday, November 23, 1989
Day After Thanksgiving Day	Friday, November 24, 1989
Christmas Day	Monday, December 25, 1989

Section 2.

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

New Year's Day	Monday, January 1, 1990
Martin Luther King's Birthday	Monday, January 15, 1990
Lincoln's Birthday	Monday, February 12, 1990
Washington's Birthday	Monday, February 19, 1990
Good Friday	Friday, April 13, 1990
Memorial Day	Monday, May 28, 1990
Independence Day	Wednesday, July 4, 1990
Labor Day	Monday, September 3, 1990
Columbus Day	Monday, October 8, 1990
Election Day	Tuesday, November 6, 1990
Veteran's Day	Sunday, November 11, 1990 (celebrated Monday, November 12, 1990)
Thanksgiving Day	Thursday, November 22, 1990
Day After Thanksgiving Day	Friday, November 23, 1990
Christmas Day	Tuesday, December 25, 1990

Section 3.

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

New Year's Day	Tuesday, January 1, 1991
Martin Luther King's Birthday	Monday, January 21, 1991
Lincoln's Birthday	Tuesday, February 12, 1991
Washington's Birthday	Monday, February 18, 1991
Good Friday	Friday, March 29, 1991
Memorial Day	Monday, May 27, 1991
Independence Day	Thursday, July 4, 1991
Labor Day	Monday, September 2, 1991
Columbus Day	Monday, October 14, 1991
Election Day	Tuesday, November 5, 1991
Veteran's Day	Monday, November 11, 1991
Thanksgiving Day	Thursday, November 28, 1991
Day After Thanksgiving Day	Friday, November 29, 1991
Christmas Day	Wednesday, December 25, 1991

Section 4.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus payment at straight

time their regular rate of pay for all hours actually worked on the holiday, subject to the overtime provision set forth in this Agreement.

Section 5.

Employees assigned to departments which work a continuous operation of twenty-four (24) hours per day, seven (7) days per week, and who have previously been granted compensatory time for holidays which fall on a non-working day, shall now receive payment or compensatory time in lieu thereof, at the employee's discretion for such holiday not worked; such election shall be made within two weeks from the date of the holiday.

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

ARTICLE 16

SALARIES

Section 1.

Except for LPNs and Senior LPNs employed at John E. Runnells Hospital, the following increases shall be made to the base annual rate of each individual bargaining unit employee:

Effective January 1, 1989	6%
Effective January 1, 1990	6%
Effective January 1, 1991	6%

Bargaining unit employees who have retired during 1989 or those employees who are on the County payroll as of September

29, 1989 shall be entitled to retroactive pay. Bargaining unit employees who are on leaves of absence without pay shall receive pro-rata retroactivity upon return to active service. Employees terminated for cause prior to ratification shall not be entitled to retroactive pay.

Section 2.

Effective January 1, 1989, bargaining unit employees with the title of Index Clerk and the title of Index Clerk Typist shall have their salary upgraded to the same scale as the Clerk Typist title.

Section 3.

The salary increase for LPNs and Senior LPNs employed at the John E. Runnells Hospital are set forth in Exhibit A annexed hereto.

Section 4.

The salary schedules shall consist of six (6) steps (minimum plus one through five). Effective January 1, 1987, salary schedules for employees newly hired or promoted into 35 hour per week classifications shall consist of eight (8) steps (minimum plus one through seven) as set forth herein.

- (a) Step progression is based on merit consideration, subject to past practice.
- (b) No employee shall be paid less than the starting rate or more than a maximum rate for his or her classification.

Section 5.

During the term of this Agreement adjustments in rates of pay shall be as follows:

- (a) Employees hired or who have been promoted and have less than one (1) year of service in the position shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into.
- (b) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1 and June 30th shall receive their salary increment as of January 1.
- (c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1 and December 31st shall receive their salary increment as of July 1.

Section 6.

Employees receiving promotions shall receive an increase at least equivalent to an increment applicable to the lesser classification.

ARTICLE 17

OVERTIME

Section 1.

The employer agrees that overtime consisting of time and one-half (1 1/2) of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours of work per week. The computation of overtime shall include base pay, longevity and shift differential, where applicable.

Section 2.

The Employer further agrees that overtime consisting of straight time shall be paid to all employees covered by this Agreement whose basic work week is less than forty (40) hours of work per week for time actually worked in excess of their basic work week to forty (40) hours of work per week.

Section 3.

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

Section 4.

Employees shall not be paid overtime unless such overtime is authorized by his or her supervisor.

Section 5.

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

Section 6.

There shall be no pyramiding of premium time.

ARTICLE 18

SHIFT DIFFERENTIAL

Section 1.

The Employer agrees to continue to pay shift premiums in the amounts and in accordance with the present practice.

The shift differential for LPNs and Senior LPNs employed at the John E. Runnells Hospital is set forth in Exhibit A annexed hereto.

Section 2.

It is understood and agreed by and between the parties that only those employees actually working the second and third shifts shall receive the shift premiums hereinabove set forth.

ARTICLE 19

CALL IN PAY

Section 1.

An employee who is called in to do work in emergencies outside of his or her regular hours shall be guaranteed a

minimum of two hours' pay at said employee's prevailing rate of pay under the terms of this Agreement. The prevailing rate of pay shall be in accordance with the terms set forth in the Overtime Article of this Agreement. It is understood and agreed, however, that only time actually worked will be counted as hours worked per week for purposes of computing overtime.

Section 2.

This Article shall not prejudice the rights of employees covered hereunder relative to any clearly established past practices of "call in pay" which exists at the time this contract is executed, including employees at John E. Runnells Hospital, and in the Roads and Bridges Department and elsewhere where past practice exists, who shall continue to be paid in accordance with such past practice.

Section 3.

Employees of the Laboratory and X-Ray Departments of John E. Runnells Hospital shall be paid the sum of Two (\$2.00) Dollars for "on call" service in accordance with the Resolution of the Board of Managers of John E. Runnells Hospital dated May 31, 1972, as amended.

ARTICLE 20

RETENTION OF EXISTING BENEFITS

Section 1.

Except as otherwise provided herein, all rights, privileges, and benefits which the employees have heretofore

enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable, except as otherwise expressly provided herein.

ARTICLE 21

DISCRIMINATION OR COERCION

Section 1.

There shall be no discrimination, interference, or sanction by the Employer or any of its agents against the employees represented by the Association because of any membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership.

ARTICLE 22

EQUAL EMPLOYMENT AND MATERNITY LEAVE

Section 1.

The Employer and the Association hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State Statutes, rules and regulations.

Section 2.

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

Section 3.

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

extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days. When the Employer approves a maternity leave, it shall do so in writing designating the term of the leave and a return date for the employee to return to work.

Section 4.

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

Section 5.

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

Section 6.

There shall be no extension of any maternity leave beyond the ninety (90) days provided for herein, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days.

Section 7.

While temporary employees may be granted a maternity leave as herein provided in accordance with Civil Service Rules and Regulations, the Employer shall not be responsible to hold a job for the said employee.

ARTICLE 23

MISCELLANEOUS

Section 1.

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

- (a) The employee shall notify his Department Head and the Personnel Office of the work related injury or illness.
- (b) If the County's Workmen Compensation insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall be paid his full pay up to the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation provided the employee turns over to the County any checks received for temporary disability benefits. If the employee receives an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period hereinabove shall be extended up to one hundred eighty (180) calendar days.
- (c) After the first ninety (90) calendar days or one hundred eighty (180) calendar days, as the case may be, from the date of the injury or illness, as

hereinabove defined, the employee shall have the option to charge his sick leave accumulation and receive full pay provided he turns over his Workmen's Compensation temporary disability checks to the County or he shall have the option to retain his Workmen's Compensation checks and not receive any additional monies from the County. If the latter option is chosen, there shall be no charge to the employee's sick leave accumulation.

- (d) If the County's Workmen's Compensation insurance carrier disputes the causal relationship between the employment and the sickness or injury then, in that event, in order for an employee to receive any pay from the County he shall be obligated to charge his sick leave accumulation.
- (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.

Section 2.

The County of Union, at its own expense, agrees to supply uniforms to employees employed in the laundry room, housekeeping, maintenance and dietary divisions.

Section 3.

Employees who receive standby payment will receive the sum of Two (\$2.00) Dollars.

Section 4.

Employees who receive meal money will continue to receive a meal allowance of Six (\$6.00) Dollars per meal for the duration of this Agreement.

Section 5.

The Employer will provide, beginning November 1980, a Drug Prescription Plan, with a Two (\$2.00) Dollar deductible clause, capped at an Eighty-Five (\$85.00) Dollar premium for a family.

Section 6.

The County shall provide an allowance of Fifty (\$50.00) per annum towards the purchase of work shoes to employees who received such an allowance in 1988. Effective January 1, 1989, the same allowance shall be extended to Institutional Attendants, Dietary Workers and Physical Therapy Aides employed at the John E. Runnells Hospital.

Section 7.

Effective January 1, 1986, the County shall provide an annual allotment for four (4) pairs of pants and four (4)

shirts for all "Blue Collar" employees with the exception, however, that no such allotment will be given to LPNs and Institutional Attendants. Any existing practices for employees presently receiving a uniform allocation shall be maintained.

Effective January 1, 1987, the County shall provide laundry service for uniforms provided to mechanics in the garage. The County shall have the option to determine the method of providing uniforms and the laundering of those uniforms, provided that the number of uniforms currently made available to the mechanics shall not be reduced.

Effective January 1, 1987, the County agrees to implement its policy of providing winter work jackets as is done in the Road Department once every two years for the following classifications of employees, in addition to those employees presently receiving work jackets:

A. Classifications at John E. Runnells Hospital:

1. Driver - Omnibus Driver, Truck Driver and Equipment Operator.
2. Laborers.
3. Maintenance Repairer -
 - (a) General
 - (b) Carpenters
 - (c) Electricians
4. Building Maintenance Workers at DUBE
5. Storekeepers

B. Classifications at County Administration Building:

1. Carpenter
2. Electrician
3. Electrician Helper
4. Glazier
5. Building Maintenance Worker
6. Senior Building Maintenance Worker
7. Assistant Carpenter Foreman
8. Assistant Building Maintenance Worker Foreman
9. Guards Public Properties
10. Mason - Plasterer
11. Maintenance Repairer

Effective January 1, 1990, the County shall provide a uniform to those bargaining unit employees with the title of Juvenile Detention Officer and Senior Juvenile Detention Officer. The nature and type of uniform shall be at the sole discretion of the County.

All employees receiving the aforesaid uniforms and/or jackets are required to wear and to properly maintain such uniforms and/or jackets.

Section 8.

During the term of this Agreement, the County shall continue its policy that all journeymen and crasftsmen who take a course germane to their employment with the approval of the

Department Head shall receive a tuition reimbursement provided they receive a passing grade in the course of approval.

Nothing set forth herein shall affect the existing practice whereby employees, from time to time, are requested by the Employer to take certain courses at the Employer's expense.

Nothing set forth herein shall affect the existing practice of in-service training whereby the Employer, from time to time, provides seminars and workshops. The Employer agrees that insofar as possible it will furnish in-service programs to personnel on each shift rather than have personnel report off-duty for those programs.

Section 9.

During the term of this Agreement, the County shall continue to contribute the sum of Fifty (\$50.00) Dollars per employee per year towards the cost of a Disability Plan. Employees shall contribute by way of payroll deduction towards the payment for this Plan to the extent that the cost exceeds the sum of Fifty (\$50.00) per year per employee. The Plan shall be applicable to all employees covered by the unit.

Section 10.

During the term of this Agreement, the County shall continue its policy that those employees in the E.D.P. Section who work night shifts, shall receive a Ten (\$10.00) Dollar shift differential per week for working a full week's scheduled night shift.

Section 11.

The Dental Plan in effect for 1982 shall be continued during the term of this Agreement at the expense of the County.

Section 12.

Seniority lists of employees covered by this Agreement will be made available to the Association upon reasonable request.

Section 13.

Effective January 1, 1986, the County agrees to implement a program of subsidization of health insurance cost for retirees who were represented by the Association under the terms of the labor contract with the County at the time of retirement. The conditions and requirements for retirees to receive the benefit of this subsidization program are set forth on Exhibit C which is attached hereto and made part hereof.

Section 14.

Effective January 1, 1990, bargaining unit employees with the titles of Bridge Repairer and Heavy Equipment Operator, Equipment Operator, Equipment Operator/Tractor Trailer, Heavy Equipment Operator and Sewer Equipment Operator who are required to obtain and maintain an articulated driver's license in connection with the duties of their job title shall receive additional compensation in the amount of One Thousand Two Hundred (\$1,200.00) Dollars.

Section 15.

Effective January 1, 1990, the current differential of Five Hundred Forty (\$540.00) Dollars given to the title of Senior Laundry Worker shall be increased by an additional Two Hundred Thirty (\$230.00) Dollars for a total differential of Seven Hundred Seventy (\$770.00) Dollars.

Effective January 1, 1991, the differential of the Senior Laundry Worker shall be increased by an additional Two Hundred Thirty (\$230.00) Dollars for a total differential of One Thousand (\$1,000.00) Dollars.

Section 16.

The County and Council No. 8 agree to form a Labor Management Committee for the purpose of discussing mutual concerns. The Committee shall meet four times a year, dates to be mutually agreed upon. The Committee shall consist of six members, three of whom are to be designated by the County Manager and three of whom are to be designated by the President of Council No. 8. The County and Council No. 8 shall each submit an agenda of items to be discussed at any such meeting one week in advance to the County Manager and President of Council No. 8. It is expressly recognized that this Committee shall not have any authority to modify or amend the terms and conditions of the parties' collective negotiations agreement and shall act solely as an advisory body.

Section 17.

Effective January 1, 1990, Institutional Attendants employed at the John E. Runnells Hospital shall be afforded the same educational benefits as set forth in the LPN Agreement annexed hereto as Exhibit A.

Section 18.

The Employer reserves the right to change or modify existing health benefits, disability benefits, dental benefits or drug prescription benefits at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give reasonable notice to Council No. 8 of its intention to change any such coverage before implementation and will meet with representatives of Council No. 8 before implementation.

ARTICLE 24

SAVINGS CLAUSE

Section 1.

In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE 25

FULLY-BARGAINED AGREEMENT

Section 1.

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

ARTICLE 26

DURATION

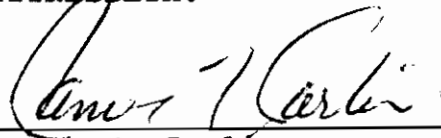
Section 1.

This Agreement shall be in effect from January 1, 1989 through December 31, 1991.

If either party desires to change this Agreement, it shall notify the other party in writing at least sixty days before the expiration date of this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 24 day of July, 1990.

WITNESSETH:



James H. Carlin
Director of Personnel

COUNTY OF UNION


By: _____
ANN M. BARAN
County Manager

ATTEST:

Secretary

UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION

By: 

Daniel Bragg, President

EXHIBIT A:

**SPECIAL TERMS AND CONDITIONS OF EMPLOYMENT FOR
LPNs and SENIOR LPNs EMPLOYED AT JOHN E. RUNNELLS HOSPITAL**

Notwithstanding anything to the contrary in the parties' collective negotiations agreement, the parties agree that the following terms and conditions shall be implemented and be applicable to bargaining unit employees employed in the titles of LPN and Senior LPN at the John E. Runnells Hospital. The terms and conditions of the parties' collective bargaining agreement for the period January 1, 1989 through December 31, 1991 are incorporated herein by reference, unless inconsistent with the terms hereinafter set forth.

WAGES

Effective May 28, 1989, LPNs and Senior LPNs will be paid on the following scale based of the number of years of experience as an LPN and/or Senior LPN:

0-3 years	\$21,500
4-7 years	\$22,500
8-11 years	\$23,500
12-14 years	\$24,500
15-24 years	\$25,500
25 or more years	\$26,500

Effective January 1, 1990, there shall be a 6% increase to the 1989 annual base wage.

Effective January 1, 1991, there shall be a 6% increase to the 1990 annual base wage.

SENIOR LPN DIFFERENTIAL

The Senior LPN differential shall remain at the current amount of \$830.00 for the duration of this Agreement.

CHARGE PAY

For the duration of this Agreement, take charge pay for LPNs and Senior LPNs shall remain at the current level of \$7.00 per shift for each shift that they are required by the Employer to perform functions normally assigned to a "Head Nurse". This take charge pay is in addition to the normal pay received by the LPN and Senior LPN.

SHIFT HOURS

Effective May 28, 1989, the Employer may in its sole discretion implement the following shift hours:

7:00 a.m. - 3:15 p.m.
3:00 p.m. - 11:15 p.m.
11:00 p.m. - 7:15 a.m.

SHIFT DIFFERENTIAL

Effective May 28, 1989, the Employer shall pay the following shift differentials:

3:00 p.m. - 11:15 p.m.	\$1.80 per hour
11:00 p.m. - 7:15 a.m.	\$1.28 per hour

Effective January 1, 1990, there shall be a 6% increase to the 1989 shift differential.

Effective January 1, 1991, there shall be a 6% increase to the 1991 shift differential.

WEEKEND DIFFERENTIAL

Effective May 28, 1989, the Employer shall pay a weekend differential in the amount of \$2.50 per hour.

Effective January 1, 1990, there shall be a 6% increase to the 1989 weekend differential.

Effective January 1, 1991, there shall be a 6% increase to the 1990 weekend differential.

LUNCH PERIOD

Upon the effectuation of the change in shift hours as hereinabove set forth, the lunch period shall be increased from the present 30 minutes to 45 minutes. The lunch period shall be duty-free.

FINDERS FEE

Effective January 1, 1990, LPNs and Senior LPNs who refer to the John E. Runnells Hospital an RN or an LPN for employment shall be entitled to receive upon the hiring and continued employment of such referred RN or LPN for a period of at least six consecutive months the following finders fee:

\$300 for a full-time RN
\$200 for a full-time LPN

To be entitled to the finders fee, the referring LPN must advise both the potential employee and the nurse recruiter of the referral. The referred employee must set forth the name of the referring LPN in the written employment application.

UNIFORM ALLOWANCE

Effective January 1, 1990, LPNs and Senior LPNs shall be entitled to the following uniform allowance:

Full-time employees \$200 per year
Part-time employees \$100 per year

The uniforms are to be within a dress code established by the Administration of John E. Runnells Hospital.

The uniform allowance shall be a reimbursement to the employee and shall be paid to the employee upon presentation and approval of a paid receipt for the purchase of said uniform.

ATTENDANCE BONUS

Effective January 1, 1990, LPNs and Senior LPNs shall receive one day off with pay per quarter for perfect attendance during that quarter (no absenteeism or lateness) with an additional day off if there is perfect attendance throughout the year. Part-time LPNs and part-time Senior LPNs shall receive a prorated attendance bonus.

FLEX TIME

Effective January 1, 1990, the Employer may develop flexible work schedules within a 37 1/2 hour work week to accommodate the needs of the Employer and individual LPNs and Senior LPNs, provided there is consent of the employee and Council No. 8.

EDUCATION

Effective January 1, 1990, the County will pay for tuition, books and uniforms when an LPN or Senior LPN is enrolled in a program leading to an RN license. The County will make payment directly to the school involved. The employee must maintain a passing grade as required by the course of study at the involved school. The school is to be approved by the Administration of John E. Runnells Hospital from amongst accredited schools. The employee is to execute a written agreement to work for John E. Runnells Hospital, year

for year, and if the employee breaches the agreement, the employee is to repay the County on a proportionate basis.

BANKING OF HOLIDAYS

Effective January 1, 1990, LPNs and Senior LPNs will have the option of banking holidays in lieu of pay where the holiday is worked. There shall be no annual carry-over except for Christmas which may be carried over to February 1 of the following year.

0641G

COUNTY OF UNION
UNUSED SICK LEAVE PAYMENT
REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

- a) no employee who elects a deferred retirement benefit shall be eligible.
- b) an individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

3. ELIGIBILITY:

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

4. DEATH OF AN EMPLOYEE:

In the event of an employee's death within one year after the effective date of retirement but before

payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.

5. DISABILITY RETIREMENT:

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

6. RETURN TO SERVICE AFTER RETIREMENT:

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

7. LEAVE WITHOUT PAY:

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

8. COMPUTATION:

- a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.
- b) The amount shall be computed at the rate of 1/2 the employees daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift differential, stipends or other supplemental pay shall not be included in the computation.

- c) In no event shall payment for unused accumulated sick leave exceed \$7,000.
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- f) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

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

year 1987 and thereafter, will receive their supplemental payment 60 days thereafter retirement, if elected by the employee.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

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

- 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
- 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
- 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- 5) All sick leave was reportable and reported accordingly.
- 6) The time-keeping procedure required certification of the accuracy of the employees pay time.

- 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.)
- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

HEALTH INSURANCE BENEFITS
FOR RETIREES

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

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

2. Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or

modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect at the time of this award.

3. 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.

4. Modification: In the event that the amount of the County's contribution is subsequently reduced or even eliminated, the change in practice shall to apply 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.