

AGREEMENT
BETWEEN
COUNTY OF UNION
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

EFFECTIVE: JULY 1, 2009 THROUGH JUNE 30, 2013

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PREAMBLE

THIS AGREEMENT, effective July 1, 2009,, is entered into by and between the COUNTY OF UNION (hereinafter referred to as the "Employer") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, (hereinafter referred to as the "Union").

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

ARTICLE 1

RECOGNITION

In accordance with the certification of the American Arbitration Association dated April 18, 1969, the Employer recognizes the Union as the exclusive collective negotiations representative for all classifications provided in Schedule F employed in the Department of Human Services, Division of Social Services.

Account Clerk/Clerk Bookkeeper
Account Procedures Analyst
Assistant Supervisor Building Services
Bookkeeping Machine Operator
Child Support Specialist
Child Support Worker
Clerk
Clerk Stenographer
Clerk Transcriber
Clerk Typist
Data Control Clerk
Data Entry Machine Operator

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Human Services Specialist 1
Human Services Specialist 2
Human Services Specialist 3
Investigator/CWA
Legal Secretary
Legal Secretary/Bilingual
Messenger
Receptionist
Senior Account Clerk
Senior Clerk
Senior Clerk Bookkeeper
Senior Clerk Stenographer
Senior Clerk Transcriber
Senior Clerk Typist
Senior Clerk Typist/Senior Telephone Operator
Senior Data Control Clerk
Senior Data Entry Machine Operator
Senior Messenger
Senior Messenger/Senior Building Maintenance Worker
Senior Receptionist
Senior Telephone Operator
Senior Training Technician
Social Worker
Social Worker Specialist
Supervising Clerk Typist
Supervising Data Entry Machine Operator
Supervising Receptionist

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Telephone Operator

In accordance with the certification of the New Jersey Public Employment Relations Commission, Case No. 89-66, the Employer further recognizes the Union as the exclusive collective negotiations representative for:

Principal Account Clerk
Principal Clerk
Principal Clerk Transcriber
Principal Clerk Typist
Principal Data Control Clerk
Principal Data Entry Machine Operator
Supervising Accounting Clerk
Supervising Clerk
Supervising Data Control Clerk
Supervising Telephone Operator
Training Technician
Senior Building Maintenance Worker

In addition, the Employer further recognizes the Union as the exclusive collective negotiations representative for:

Accountant
Accounting Assistant
Community Interpreter
Community Service Aide
Community Service Worker
Employment Specialist
Paralegal Specialist
Principal Data Control Clerk
Senior Account Clerk Typing

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Senior Accountant
Senior Employment Specialist
Supervising Clerk Transcriber
Interpreter

All bilingual titles of titles presently covered by this recognition clause

If the Employer adds new or amended titles to the units that are clearly not managerial, supervisory or confidential, it agrees that within thirty (30) days, it will:

- (1) Notify the Union;
- (2) Give a copy of any job specification for the new or amended title to the Union;
- (3) Advise the Union of the proposed hours of work, wages and other terms and conditions of employment established for the title.

The Employer further agrees, if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new or amended title should be included in the unit, and if it is so included, to negotiate any disputes which may exist concerning such negotiable issues as appropriate wage rates. It is the intention of the parties to reach mutual agreement on inclusion of new or amended titles that appropriately belong in the unit without the necessity of instituting proceedings at PERC, and it is their further intention to use wage scales for existing titles as a basis to determine the appropriateness of the wage rate established for such new or amended titles.

ARTICLE 2
MANAGEMENT RIGHTS

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

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

ARTICLE 3
UNION RIGHTS

Section 1.

A list of new employees, including temporary and interim, if any, in the bargaining unit will be furnished to the secretary of the local Union within ten (10) days after appointment by the Employer.

Section 2.

The local Union will be allowed by the Employer a period not to exceed **forty-five, (45)** minutes, to address all new employees.

Section 3.

The local Union will be allowed by the Employer space for no more than two Union bulletin boards on each floor of offices occupied by the Division of Social Services same to be no larger than 4' x 4'. Said bulletin boards to be placed as reasonably agreed to by the Employer and the Union.

Union notices shall be limited to the local Union bulletin board.

Section 4.

Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the Director, Division of Social Services, will be allowed by the Employer to take a leave with pay to participate in union conferences, conventions, and to conduct other Union business. Members of the Executive Committee will be allowed to take a total not to exceed thirty (30) days of leave with pay per contract year. Executive Committee members shall receive five (5) additional paid union days.

Section 5.

Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the Director, Division of Social Services, will be allowed by the Employer to take a leave without pay to participate in union conferences, conventions, and to conduct other Union business. Members of the Executive Committee will be allowed to take a total not to exceed thirty-five (35) days of leave without pay per contract year. Executive Committee members shall receive five (5) additional unpaid union days.

Section 6.

The Union will be allowed space for their file cabinet and typewriter.

Section 7.

One employee selected by the Union shall be allowed to attend daytime Board of Chosen Freeholder, County of Union meetings without loss of personal time or use of Union leave.

ARTICLE 4

DUES CHECK OFF

Section 1.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct dues from the second pay check of every month. It is further agreed that the Employer shall remit such deductions to the Union prior to the tenth day of the month

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following the month for which such deduction is made. Dues shall be such amounts as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

The County shall provide the Communication Workers of America, AFL-CIO with the dues report in Excel format with the following data:

Employee Name: Last, First, Middle Initial, Social Security Number, Employee Home Address (including Zip + 4), CWA Local Number, Work Location, Dues Deducted This Reporting Period, Gross Weekly Base Wage, Full or Part Time Status, and Gender.

Section 2.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative, Communications Workers of America, AFL-CIO.

Section 3.

Any employee who does not authorize dues deductions as a member of the Union shall pay an eighty-five per cent (85%) representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey P.L. 1979, Chapter 477, (N.J.S.A. 34:13A-5, et seq.). Membership in the Union is available to all employees on an equal basis and the Union maintains a demand and return system which complies with the requirements of Section 2(c) and 3 of the Act. The payroll deductions for such representation fee shall be made pursuant to the procedure as above established for regular union dues, except that the authorization assignment form need not be executed by the employee, but shall rather be executed by the Union.

Section 4.

The Employer agrees and shall use its best efforts to have the county payroll department provide payroll deductions for the CWA Committee on Political Education (COPE) Fund, the amount to be deducted as per employee's request on a written authorization form provided by the Union to the Employer.

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Section 5.

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

Section 6.

When an employee is promoted out of the bargaining unit, the Employer shall notify the County Finance Department to terminate dues, representation fee and/or CWA COPE payroll deduction. The Employer will notify the Union in writing of such action.

ARTICLE 5

HOURS OF WORK

Section 1.

The normal work week from July 1, 2009 through June 30, 2013, shall consist of thirty-five (35) work hours per week, seven (7) hours per day, and five (5) days per week, Monday through Friday, (8:30AM to 4:30PM).

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

The working day for employees may be varied or extended by the Director, Division of Social Services or his designee as the need arises. When, by reason of the pressure of official business, an employee is authorized and required to work on a holiday, as indicated hereafter, or to work overtime, the employee, at his or her option, is entitled to receive cash compensation or, if permitted by law, compensatory time off for their overtime employment beyond thirty-five (35) hours in any given work week at a rate of 1-1/2 times the regular rate or time at which they are employed.

Section 2.

The parties to this Agreement recognize the need for caseworkers to have scheduled time for the purpose of case processing and other necessary paperwork. Seven hours per week will be

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allotted as paperwork time to each re-determination worker. Providing caseload, staffing, and scheduling conditions permit, as determined by the Director, every effort will be made to:

1. Allow intake workers to receive one week off the interview schedule on a six (6) week rotational basis; and
2. Allow intake workers to receive three (3) days off from the intake rotation per 70 hours of vacation time.

Additional staff will be available to see clients for the first five (5) days of the month.

- a) Paperwork days for Intake Staff: One-half day (1/2) everyday for paperwork and processing of cases.

Section 3.

The Employer shall have the option that all projects or surveys will be performed by the Employees, on overtime, if necessary, at the discretion of the Employer consistent with the workload as it then exists.

Section 4. Alternate work schedule.

The Employer, in its sole discretion, may continue the alternate work schedule (a/k/a "compressed work week") on a voluntary basis, taking into consideration the needs of the Employer. The following terms shall apply to the alternate work schedule:

- 1) An alternate work week shall be offered to all employees, and participation will be voluntary;
- 2) The alternate work week will consist of a compressed work week of four days. Days off will be scheduled on all days except Thursday, which will be a fully staffed day.
- 3) The new hours of the alternate work schedule shall not create any overtime even though the terms of this Agreement might provide for overtime in some instances. Instead, the schedule is intended to reflect the current 35 hours per week contractual arrangement with a modification of when those hours are worked for the volunteers of this program. Specifically, hours for the four day week staff will be 8:15 a.m. to 6:00 p.m. with one hour for lunch and two

daily break periods. The two (2) daily breaks shall be 10 minute intervals, one in the morning and one in the afternoon.

4) If a holiday falls on a scheduled work day, one and three fourths (1 ¾) hours will be deducted from vacation time. If a holiday falls on a day off, seven (7) hours of vacation time will be credited. Vacation, sick and personal time will be calculated in hours.

5) Choice of days off shall be governed by an employee's seniority in the County. However, if a particular unit consists of less than five (5) employees, County seniority within the unit shall govern choice of days off. All requests shall be reviewed and determined solely by the Director, not his/her designee. Copies of the compressed workweek requests and compressed workweek schedule shall be given to the CWA president.

The number of employees participating in the Compressed Work Week shall not exceed forty-five (45) on any given day, and is subject to change by the Director if he/she deems it necessary for purposes of staffing needs. The total number of employees participating in the Compressed Work Week shall not exceed one hundred fifty (150) in total.

Section 5. Flex Time Schedule

Flexible work hours will be considered on a case-by-case basis by the Director of the Division of Social Services. When making these decisions, the Director will consider all circumstances beyond an employee's control, whether the conditions giving rise to the employee's request for flexible work hours are temporary or involve regular ongoing problems or issues. Employees have the right to appeal all adverse actions made by the Director of the Division of Social Services to the Director of the County Department of Human Services. The employee and/or the Union reserves the right to appeal all final decisions through the Grievance Procedure outlined in Article 6 of this Agreement.

Section 6. Management-Labor Committee

The parties agree to establish a committee for the purpose of addressing issues relative to the processing of cases. The committee shall meet within two months after the execution of the collective bargaining agreement. Within four (4) months thereafter, the committee shall make a

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joint recommendation to the County Manager. Within two (2) months after the recommendation has been received by the County Manager, the County Manager shall make a decision on the recommendation submitted.

It is explicitly understood by the parties that the aforementioned committee to address issues relative to the processing of cases shall be solely an advisory body and any recommendations shall be non-binding upon the parties.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Purpose.

A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

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

C. The Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the Union and the grievant.

Section 2. Definitions.

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

1. A breach, misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

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

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Section 3. Presentation Of A Grievance.

A representative designated by the Union will present the case of the grievant. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person, essential witnesses, if any, who are employees of the Division of Social Services, and one (1) Union representative and one (1) Union recorder who are employees of the Division of Social Services throughout the grievance procedure. The Union will also be permitted to use an electronic device to record the proceedings, at the Union's option.

Section 4. Steps of The Grievance Procedure.

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

Step 1:

- (a) An aggrieved employee or the Union shall file a written and signed grievance with the Welfare Director or Deputy Director within 15 working days of the occurrence giving rise to the grievance or within 15 working days after the aggrieved employee or the Union should have reasonably known of its occurrence. Failure to file the grievance within the 15 working day period shall constitute an abandonment and/or waiver of the grievance.
- (b) The Welfare Director shall meet and confer with the representative designated by the Union and shall render a written decision to the grievance within 5 working days after its receipt or any such meeting.

Step 2:

- (a) If the Union is not satisfied with the disposition of the grievance at Step 1, or if no written decision has been rendered within 5 working days as set forth in Step 1, the grievance shall be referred by the Union to the Director of the Department of Human Services or his/her designee within 5 working days from the date a written decision was or should have been rendered in Step 1. Failure to move the

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

- (b) The Director of the Department of Human Services or his/her designee shall meet and confer with the representative designated by the Union and shall render a written decision to the grievance within 5 working days after its receipt or any such meeting.

Step 3:

- (a) If a grievance is not resolved at Step 2, or if no written decision has been rendered within 5 working days as set forth in Step 2, the Union may file the grievance with the County Manager and his/her designee within 10 working days after the written decision was or should have been rendered in Step 2. The Director of Labor Management Relations shall notify the Union representative filing the grievance and the Union President, within three (3) days of the Step 3 grievance being filed, of the name, title, address and telephone number of the person who will conduct the grievance at Step 3. Failure to file within the 10 day time period shall constitute abandonment and waiver of the grievance.
- (b) The County Manager or his/her designee shall meet and confer with the representative designated by the Union and shall render a written decision to the grievance within 15 working days after its receipt or any such meeting.

Step 4. Binding Arbitration:

- (a) If the Union is dissatisfied with the decision of the County Manager concerning a contractual grievance, the union may within 10 working days of the receipt of the decision or within 10 working days of the date the written decision should have been received, request binding arbitration, consistent with civil service laws, rules and regulations. If no such request is made within the stated time, the grievance shall be deemed to have been abandoned and waived and shall not be entitled to be submitted to arbitration.

- (b) Arbitration shall be conducted under the auspices of the New Jersey State Board of Mediation, pursuant to its rules and regulations.
- (c) A request for arbitration shall be initiated by mailing 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 mailed to the County Manager and to the County Director of Personnel. The written demand shall request the New Jersey State Board of Mediation to submit duplicate panels of arbitrators to the Union and to the County Manager so that they may exercise their right of selection and file same directly with the New Jersey State Board of Mediation pursuant to its rules.
- (d) 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.
- (e) The cost of the arbitrator shall be borne equally by the Union and the Employer.
- (f) The cost of any transcript shall be borne by the party requesting it.
- (g) No one arbitrator shall have more than one grievance submitted to him or her, and under consideration by him or her, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he or she has rendered his or her written decision.
- (h) In the event of the submission of any matter to arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement.

ARTICLE 7

DISCIPLINE FOR CAUSE

No employee shall be disciplined except for just cause. Discipline shall be progressive in nature and corrective in intent. If the Employer takes disciplinary action against an employee and if the Union files appropriate appeal action, the Employer agrees to provide the Union with

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copies of all documentation upon which it shall rely to support the disciplinary action. If the Employer takes any written disciplinary action against an employee, the Union shall be provided with copies of all such actions within forty-eight hours of issuance. Records of discipline will not be used for purposes for further discipline after three (3) years of a clean record on the same issue.

ARTICLE 8

SENIORITY CONSIDERATIONS

Section 1.

Seniority is defined as continuous and unbroken service with the Employer.

Section 2.

The employee will follow a vacation schedule suited to the overall needs of the Employer and considerate of the employee. The present policy will be continued of granting vacation time by seniority in each working unit wherever possible and practical.

Section 3.

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

Section 4.

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

Section 5.

The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job title who possess the requirements enunciated by civil service laws subject to subsequent certification by the department of personnel.

Section 6.

Those employees interviewed to fill promotional positions shall be notified in writing whether or not they have been selected as soon as the final decision has been made.

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Section 7.

Upon completion of fifteen (15) years of service with the County of Union, the Residency requirement shall be waived.

ARTICLE 9

JOB POSTING

Any opening or vacancy within the County shall be prominently displayed, posted on an appropriate bulletin board for a period of ten (10) working days prior to filling of the vacancy. A copy of all job postings within the unit shall be forwarded to the CWA Local President.

ARTICLE 10

REASSIGNMENTS

Employees shall be consulted prior to reassignment. The County Division of Social Services will provide two (2) weeks written notice of all reassignments except for emergent situations as determined by the Division Director. However, the Employer's discretion in assignments and reassignments shall be final.

ARTICLE 11

HOLIDAYS

The legal paid holidays fixed by New Jersey statutes, are as follows:

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

In addition to the aforementioned holidays, the Employer will grant a holiday when the Governor, in her/his role as Chief Executive of the State of New Jersey, declares a holiday by

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Proclamation or when the Board of Chosen Freeholders of Union County declares a holiday for county employees. In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday. In the event any of the above statutory holidays falls on Saturday, it shall be celebrated on the preceding Friday.

Employees who are absent without pay on the day before or the day after a holiday must present proof of illness or other justifiable explanation of absence and obtain approval by the Employer to be eligible for holiday pay.

ARTICLE 12

VACATIONS

Section 1.

Full-time employees of the Division of Social Services shall be granted vacation leave as follows:

- A. One working day for each month or major fraction thereof of employment during the first calendar year of employment.
- B. Twelve working days after the first calendar year up to and including 5 years of employment.
- C. Fifteen working days after the first 5 years of employment and up to and including the 10th year of employment.
- D. Twenty working days after 10 years up to and including 15 years of employment.
- E. Twenty-two working days after 15 years up to and including 20 years of employment.
- F. Twenty-six working days after 20 years up to and including 24 years of employment.
- G. Twenty-seven working days after 25 years of employment.
- H. Twenty-eight working days after 26 years of employment.
- I. Twenty-nine working days after 27 years of employment.
- J. Thirty working days after 28 years of employment.

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- K. Thirty-one working days after 29 years of employment.
- L. Thirty-two working days after 30 or more years of employment.

Section 2.

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

- A. During the first calendar year of employment, employees shall earn 1 vacation day for each month of service during the calendar year following the date of employment.
- B. Employees with 1 to 8 years of service shall be entitled to 13 working days.
- C. Employees with 8 completed years to 10 years of service will be entitled to 14 working days.
- D. Employees with 10 completed years to 15 years of service will be entitled to 17 working days.
- E. Employees with 15 completed years to 20 years of service will be entitled to 19 working days.
- F. Employees with 20 completed years to 24 years of service will be entitled to 21 working days.
- G. Twenty-seven working days after 25 years of employment.
- H. Twenty-eight working days after 26 years of employment.
- I. Twenty-nine working days after 27 years of employment.
- J. Thirty working days after 28 years of employment.
- K. Thirty-one working days after 29 years of employment.
- L. Thirty-two working days after 30 or more years of employment.

Section 3.

Part-time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 or Section 2, as the case may be.

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Section 4.

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

Section 5.

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

Section 6.

If an employee leaves the County's employ for any reason, before the end of the calendar year after having taken a vacation allowance for the year, he/she will be charged with the unearned part of his/her vacation. This charge will be deducted from his/her final pay check.

Section 7.

The Employer may allow an employee to carryover vacation to the next succeeding calendar year only, subject to the Employer approving same based upon the pressure of work or for any other valid reason approved by the Employer. The employee should request the vacation carryover by November 1 but no employee will lose vacation solely because such carryover request was made after November 1.

Section 8.

Employees may take vacation days in hourly increments subject to a 24 hour notification and approval by supervision. Employees shall provide the Employer with notification five (5)

business days in advance for extended vacation leave and twenty-four (24) hours in advance for individual vacation days, except in emergencies as approved by the Director.

ARTICLE 13

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

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

- A. During the first calendar year of employment a full-time employee shall earn 1 day for every 3 months of employment up to a maximum of 3 days for the calendar year.
- B. After the completion of 5 years of continuous employment, full-time employees shall be granted a total of 4 personal leave days per year. This additional personal day shall be effective on the date of the employee's 5th anniversary and must be used by December 31 of the year in which this additional personal day accrues. For purposes of this paragraph only, continuous service means employment without a break in service (defined herein as a resignation or removal between periods of employment).

Section 2.

Employees hired on or after July 1, 1990 shall be entitled to personal business and religious leave as follows: Employees who are employed less than 1 year are entitled to be granted up to 3 personal days all for personal business as hereinafter defined or for religious reasons in accordance with the Schedule hereinafter set forth;

Employees who have been employed for more than 1 year are entitled to be granted up to 3 days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the request of the leave as far in

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advance as possible. The request by the employee shall be directed to the Director of the Division of Social Services. The leave may only be taken if the Director of the Division of Social Services approves and grants said leave.

The following schedule shall only apply to employees with less than 1 year of employment:

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

Section 3.

Personal leave days must be taken as whole days, half days, or in units of hours.

Section 4.

No personal leave shall be applied for, approved or granted immediately before or after any vacation period or holiday period, except with the Director's approval.

Section 5.

Leave as provided herein must be used in a one year period and shall not be cumulative from year to year.

ARTICLE 14

DEATH IN FAMILY

Section 1.

Full-time employees shall be entitled to 5 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of a spouse or child or other person who has legal residence with the employee and who has an in lieu of spousal relationship with the employee.

Section 2.

Full-time employees shall be entitled up to 3 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of the

employee's mother, father, a person who raised the employee in loco parentis, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law or other person who maintains legal residence with the employee.

ARTICLE 15

LEAVE OF ABSENCE WITHOUT PAY

Section 1.

A leave of absence without pay for medical reasons may be granted after use of all earned sick time. Employees will have the option of using either all accumulated and credited sick time, or only using accumulated sick time earned to date, prior to going on medical leave of absence without pay.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5. Military Leave.

Military leave will be granted to permanent employees who enter active duty with the military or naval services in time of war or emergency in accordance with N.J.A.C. 4A:6-1.11. Permanent, full-time or provisional employees who are members of the National Guard, Naval

Militia, Army, Air National Guard or a Reserve component of the armed forces, who are required to undergo annual field training or active duty shall be granted leave in accordance with N.J.A.C. 4A:6-1.11. Such leave of absence shall be in addition to vacation. Employees shall provide a copy of the orders for military training to their Department Head prior to requesting military leave.

Section 6. Maternity Leave.

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

Section 7.

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

ARTICLE 16

SICK LEAVE

Section 1.

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (spouse, child, legal ward, grandchild, foster child, father, mother, a person who raised the employee in loco parentis, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other person who maintains legal residence with the employee; (4) death in the employee's immediate family for a

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reasonable period of time as set forth in Article 14. Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicap when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Employer.

Section 2.

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

Section 3.

Sick leave is earned in the following manner:

- A. New employees shall only receive one working day for the initial month of employment if they begin work on the first through eighth day of the calendar month and one-half working day if they begin on the ninth through the twenty-third day of the month.
- B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen working days.
- C. Part-time employees shall be entitled to a proportionate amount of paid sick leave.
- D. Paid sick days shall not accrue during a leave of absence without pay or suspension.

- E. Sick leave credit shall not accrue after an employee has resigned or retired although his name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- F. Unused sick leave shall accumulate from year to year without limit.

Section 4.

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

Section 5.

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 6.

The Employer agrees to maintain its program of payment for unused sick leave upon retirement in accordance with the following requirements:

1. Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service with the County of Union, including service with the former Board of Social Services, and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon the effective date of retirement.
2. Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Schedule "A" and made a part hereof.
3. Employees who are eligible for this benefit shall be compensated in accordance with Schedule "A" attached hereto.

Section 7.

Employees may take sick time in units of hours.

Section 8.

CWA agrees to comply with the County policy regarding use of paid Sick Leave for disability and with the FMLA/FLA Policy.

ARTICLE 17

AUTOMOBILES

The Employer shall make every effort to assure that automobiles furnished to employees for use in the performance of work duties shall be in a safe condition. Employees shall utilize assigned Employer automobiles and are required to take notice of any defects in such automobiles and to bring the automobiles to the county garage for the necessary repairs or servicing as soon as reasonably practicable. The employee shall prepare a brief report as to the repairs or servicing in the manner required by the Employer. Employees utilizing County vehicles to conduct County business shall be reimbursed for parking fees on the same day of expense upon presentation of receipt.

ARTICLE 18

EDUCATION ASSISTANCE

Graduate and undergraduate assistance may be granted at the discretion of the Employer. Such assistance may be in the form of educational leave with or without stipend, tuition reimbursement and tuition aid, pursuant to Schedules B and C. All requests for leave will be submitted and processed in accordance with guidelines established in reference to the Educational Leave Committee pursuant to Schedule D.

The Educational Leave Committee shall review requests for educational assistance. The Educational Leave Committee shall contain at least two (2) members of the Union who shall be selected by the Union.

ARTICLE 19

HEALTH BENEFITS

Section 1.

Employees shall be covered under the County health benefit plan with CIGNA Open Access Health Insurance. The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to change any such coverage.

Employees shall contribute \$10 per visit towards the cost of doctor's office visits as follows:

- (a) Effective July 1, 2003, Out of Network cost share shall be changed from 80/20 to 70/30 (County/Employee respectively) for all employees.
- (b) Major Medical shall be 80%/20% co-pay to maximum of \$5,000.00
- (c) Pre-Admission Review (PAR) and Mandatory Second Surgical Opinion (MSSOP) with 50% cutback shall be implemented.
- (d) Effective July 1, 2004 deductible for any single benefit period shall be reduced to \$100.00 per person, and \$200.00 for eligible dependants.

Effective May 1, 2007 CIGNA OAP2/OAP3 as of July 1, 2009 (formerly Direct Access) shall replace Horizon PPO with current co-pays:

- \$10.00 co-pay for in network services – doctor's office visits only
- \$10.00 co-pay for all out of network services.
- Effective April 1, 2010, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.

Effective April 1, 2010, Emergency Room co-pays shall be \$25.00 per visit.

Horizon HMO and POS plans shall be eliminated. CIGNA OAP1, as of July 1, 2009, (formerly HealthNet POS) shall be maintained for new employees or any employee wishing to participate. CIGNA OAP5/OAP6 as of July 1, 2009 (formerly Horizon PPO) shall be maintained for

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employees choosing the plan with their cost being the difference between the CIGNA OAP5/OAP6 (formerly PPO) premium and the CIGNA OAP2/OAP3 (formerly Direct Access) premium in any given year. Employees promoted with CIGNA OAP1 (formerly HealthNet POS) as their basic plan may participate in CIGNA OAP5/OAP6 (formerly Horizon PPO) or CIGNA OAP2/OAP3 (formerly Direct Access) at their expense.

Employees hired before July 1, 2003 whose salaries are under \$55,000 shall contribute \$15 per month towards Health Insurance Single Coverage and \$20 per month towards Health Insurance Family, PC or HW Coverage. Employees earning over \$55,000 per year shall contribute \$30 per month towards Health Insurance Single Coverage and \$35 per month towards Health Insurance Family, PC or HW Coverage. Contributions shall be pre-tax.

Employees hired after July 1, 2003 shall maintain the existing contribution schedule; however, those earning over \$55,000 shall contribute as above with those contributions being increased by the proportionate annual increase in the plan cost. The contribution rate for employees hired after July 1, 2003, and before April 1, 2010, shall be capped at these rates:

Family	2.5%
H/W & P/C	2%
Single	1.5%

Effective April 1, 2010, new employees shall contribute the following percentages of salary:

Family	3%
H/W & P/C	2.5%
Single	2%

Section 2. Prescription Plan.

Employees shall be covered under the Employer's drug prescription plan, which shall include contraceptive coverage. Effective April 1, 2010, co-payments shall be as follows:

Retail:

\$20.00 co-pay per prescription for brand name where generic is available.

\$15.00 co-pay per prescription for brand name where no generic is available or name brand is required by the physician.

\$6.00 co-pay per prescription for generic.

Mail:

\$15.00 co-pay per prescription for name brand where generic is available.

\$10.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$5.00 co-pay per prescription for generic.

The above co-pays shall apply to both retail pharmacy purchases (up to 30 day supply) and a ninety (90) day supply through mail order.

The restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.

The prescription network is Medco (CCNII Network)

Drug Plan Utilization Modifications:

- a) Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling)
- b) Preferred Drug Step Therapy (Generic or Preferred Name Brand first) limited to PPI, SSRI and Intranaseal steroid drugs.
- c) Clinical Intervention (Statement of medical necessity from MD) limited to Anti-Narcoleptic Agents, Weight Loss and Anti-Neoplastic Agents.

Effective May 1, 2007, the prescription plan shall include:

- Retail pharmacy purchases shall be limited to thirty (30) day increments.
- Dispense As Written Procedure – Physicians prescribing name brand drugs when the generic equivalent is available must justify the DAW to the pharmacy.
- Mail-order shall remain a ninety (90) day supply.

The Employer reserves the right to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to change any such coverage.

Section 3. Dental.

Employees shall be covered by the County dental program with Delta Dental of New Jersey Plan Group No. 3238. Effective June 1, 1994, or as soon thereafter as practical, Health Plex shall be added as an alternative to the County dental plan with the employee to pay additional cost, if any, above the payment for the County dental plan.

The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to change any such coverage. Effective May 1, 2007 the annual cap on the employee only basic dental plan shall be increased to \$2,000.

Employees may elect an Enhanced Plan solely at their additional cost.

Section 4. Disability Protection.

The Employer shall continue to provide a short term disability plan which provides two-thirds (2/3) of a weekly wage to a maximum benefit of \$275.00 per week with a 26 week maximum indemnity period. The waiting period shall be 7 days for both accident and/or sickness, or accumulated sick leave, whichever is greater.

Coverage for new employees will commence on the first day of the month following three consecutive months of employment.

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The Employer portion of premium payment for disability coverage shall be One Hundred (\$100) Dollars per year per employee. The Employer shall pay the difference in cost associated with increasing the weekly disability benefit from \$154.00 to \$275.00. Each covered employee shall be responsible for the payment of the monthly premium balance in excess of the Employer's payment. The employee's share of the premium cost will be paid by payroll deduction.

The Employer reserves the right to change insurance carriers or to change or modify coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to make any such change.

Section 5. Extension of Benefits.

The Employer shall pay its share of the premiums for hospitalization, major medical, prescription and dental during an approved leave of absence without pay for up to a maximum of 30 days. Thereafter, the employee shall be permitted to continue his/her coverage for up to 11 months after Employer paid coverage ends by prepaying the monthly premium at least 30 days before the coverage month.

Section 6. Health Benefit Buyout

Effective May 1, 2007 the Health Benefit Buyout Option shall be increased from \$2500 to \$5000 for Family Coverage and \$1800 for Single Coverage from another source.

Section 7. Vision Plan

Effective May 1, 2007 an Eye-Care Plan shall be implemented through the VSP Plan for employees only and the premium will be paid 100% by the County. Employees may enroll family members at their expense through payroll deduction.

ARTICLE 19A

HEALTH INSURANCE BENEFITS FOR RETIREES

(For Employees Hired on or before March 11, 2010)

Effective April 1, 2010, there shall be a health insurance plan for employees covered by the recognition clause of the Collective Bargaining Agreement, subject to the following terms and conditions:

Section 1. *Eligibility:

Employees must have been actively employed with the County of Union on or before March 11, 2010; and must retire on either a disability pension, or retire having reached the age of 55 and having 25 years or more of service with the County, or reach the age of 62 years or older with 15 years of service with the County. 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 health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

Section 2. *Description:

This benefit shall consist of coverage under the CIGNA Open Access Plus Health Insurance Plan with the prescription component provided by MEDCO at 0-Co-pay Mail and 30% Co-pay Retail. Subject to the vested material rights of employees covered hereunder, the County reserves the right to change or modify the plans at any time so long as the modified plans provide substantially equivalent or better coverage to that in effect for the eligible members of

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the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

***Benefit includes Family/HW or PC coverage as applicable**

Section 3. Future Employees:

Employees hired after March 11, 2010, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.

Section 4. Cessation of Subsidy:

Upon implementation of retiree health benefits provided in Section 1 and Section 2 above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement.

Section 5. Health Benefit Buyout Option:

Any retiree eligible to receive benefits or then receiving benefits as described above, with either Family or Husband/Wife coverage in any of the available health benefits plans, may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000.00 annually, to be paid in quarterly installments over the next year. The \$5,000.00 sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less

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than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

ARTICLE 19B

HEALTH INSURANCE BENEFITS FOR RETIREES

(For Employees Hired on or after March 12, 2010)

There shall be a health 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 by the County of Union, including service with the former Board of Social Services on or after March 12, 2010 (this is the same subsidy plan that was effective as of July 1, 1987) and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County of Union, including service with the former Board of Social Services, or retire and reach the age of 62 years or older with at least 15 years of services where the retirement has been shown to the reasonable satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the Division of Social Services to verify that no other source of insurance coverage is provided for them.

B. Description: This benefit shall be applied to the Health 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. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse

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and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

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

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$189.67 per month
Single, Over 65	\$138.39 per month
H/W Under 65 P/C Retiree Under 65 Family Under 65	\$540.58 per month
H/W Over 65	\$276.77 per month
H/W Retiree Over 65 H/W Spouse over 65	\$276.77 per month
Family Over 65	\$442.88 per month
Family Retiree Over 65 Family Spouse Over 65	\$477.85 per month
P/C Retiree Over 65	\$338.69 per month

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

D. Modification: In the event that the amount of the Employer's contribution is subsequently reduced or even eliminated in successor agreements, the change in practice shall apply to those persons already retired. Similarly, in the event that the said health insurance plan is changed or modified in any way in successor agreements, the new plan shall apply to the retirees.

ARTICLE 20

HEALTH & SAFETY

Section 1.

Health and safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all employees.

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Section 2.

The Employer agrees to make every reasonable effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with federal, state and local health and safety laws and regulations. When a health and safety violation occurs that requires corrective action by a landlord, the Director of Social Services will promptly notify the landlord of the problem, and provide the Union with a copy of the notice. The Union will be informed of the response of the landlord within two (2) working days after receipt.

Section 3.

Three (3) representatives of the Local Union, and representatives of the Employer shall meet regularly as a joint Health and Safety Committee. The Committee will also meet on an as needed basis. This committee will discuss operating procedures or policies relative to the safe operation of the physical plant, work environment, health and well-being of the employees in the Division of Social Services and shall make recommendations to the Director Division of Social Services concerning the improvement or modification of working conditions which represent hazards to employees, clients, and to the property of the County. This committee shall be an advisory body and its recommendations shall be non-binding.

Section 4.

Either party shall give as prompt notice, as it can reasonably be given to the other, upon discovery of a health hazard.

Section 5.

All Division of Social Services employees who are required to utilize video display terminals to perform their work will be provided with protective shields by the employer on a voluntary basis upon the employee's request.

Section 6.

The Employer agrees to pay the cost of annual ophthalmological or optic eye examinations for full-time Data Entry Machine Operators and Data Control Clerks upon proper voucher. The cost of corrective device and/or treatment shall be the responsibility of the employee. The Employer's payment obligation shall not include any portion covered by the employee's insurance.

Section 7.

The Employer shall make every reasonable effort not to use paints or pesticides during business hours.

Section 8.

The Employer will provide the Union with a list of products which it uses for cleaning, exterminating and its duplication equipment on an annual basis or as new products are utilized.

Section 9.

The Employer shall make employees aware of and encourage employees to take advantage of health tests given by the County of Union at no cost to the Employer. The Employer shall make an effort to arrange for such tests to be given at the work site.

ARTICLE 21

SALARIES AND COMPENSATION

Section 1.

There shall be general wage increases applied to the minimum and maximum of the salary ranges covered by this Agreement. Across the board general wage increase as follows:

July 1, 2009	3% (Retroactive July 1, 2009)
July 1, 2010	0%
July 1, 2011	0%
July 1, 2012	3%

The above increases are reflected in Schedule E annexed hereto.

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All bargaining unit employees will be paid pursuant to the ranges set forth in Schedule F annexed hereto. Effective July 1, 2009, the following titles and ranges have been adjusted:

<u>Title</u>	<u>To be placed – Range</u>
HSS1	Range 14
Community Service Aides	Range 13
Community Service Worker	Range 14
Employment Specialist	Range 16
Sr Account Clerk Typing	Range 12A
Sr Employment Specialist	Range 18
Data Entry Machine Operator	from 8A to Range 9
Supvng Demo Data Entry Machine Operator	from 16C to Range 17.

When an employee is promoted to Human Service Specialist I and possesses a salary higher than maximum in the HSS I salary guide, the employee will be placed on the Human Service Specialist II guide as per Article 22, Section 2.

Section 2.

When an employee is authorized and required by the Employer to work outside of his /her job classification for a period of either 15 consecutive work days or a total of fifteen days in segments of five or more consecutive days, the employee shall be compensated at the rate of pay for that job classification or the rate of pay for his/her own job classification, whichever is higher for the total number of hours worked outside his/her own classification. If the employee works at a higher job classification, the employee will be paid on the same basis as though such employee was provisionally promoted to the said job classification.

Section 3.

All employees holding the position of Human Services Specialist I who have completed at least two (2) years of service in this title and have at least one (1) year of permanent status as a Human Services Specialist I and satisfactory performance will be provisionally promoted to the position of Human Services Specialist 2, Range 16.

Section 4.

Effective July 1, 2002, employees currently on Range 7 shall be placed on Range 8A on same step as currently held.

Section 5.

Effective January 1, 2001, employees shall be paid on a bi-weekly basis with a rotating bi-weekly pay day schedule being implemented on January 1, 2010, for the purpose of being able to maintain a 26 week pay cycle. The pay day will be changed in each successive year as

follows:

- 2010: Friday
- 2011: Monday
- 2012: Tuesday
- 2013: Wednesday
- 2014: Thursday

This cycle will be repeated every five (5) years.

When the pay day occurs on a holiday, paychecks or direct deposits will be issued on the day prior to the holiday.

Dues shall be deducted from the second paycheck of the month.

Section 6.

Management reserves the right to place employees transferred from other County departments on a salary guide step commensurate with the individual(s) prior salary provided they do not make more than the Maximum of the Range in which they are placed.

ARTICLE 22

INCREMENTS AND CLASSIFICATION CHANGES

Section 1.

Effective July 1, 2009 through June 30, 2013 all employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

1. An employee hired, effective January 2 through April 1, will be eligible to receive an increment on April 1 of the following year;
2. An employee hired, effective April 2 and through July 1, will be eligible to receive an increment on July 1 of the following year;
3. An employee hired, effective July 2 through October 1, will be eligible to receive an increment on October 1 of the following year;
4. An employee hired, effective October 2 through January 1, will be eligible to receive an increment as of January 1 of the beginning of the second year following date hired.

Section 2.

Any employee who is promoted or reclassified to another title with a higher salary range shall have his/her salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount (if necessary) to adjust and equalize the employee's salary to the proper step of the new salary range.

In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned as indicated in Section 1 above. The new anniversary date shall be assigned on the basis of the effective date of the salary increase in the same manner as indicated in Section 1 for newly-hired employees.

If any employee is subsequently appointed to another title within one (1) year with a lower salary range, the employee's salary will be reconstructed on the basis of the employee's previous employment record.

Any employee who is subsequently appointed to another title after one (1) year with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which they are being reassigned.

ARTICLE 23

LONGEVITY

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

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

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

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

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

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

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

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

ARTICLE 24

PERSONNEL FILES

Each employee shall be given the opportunity to review the contents of his/her personnel file upon request to the Director, Division of Social Services or his designee at a time reasonably

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convenient to the parties. Anything to be placed in the employee's file shall first be shown to the employee and initialed by the employee as proof of notification. The employee shall have the right to respond to any document in his/her personnel file and to be provided a copy of same.

Each page at a cost as presently scheduled by Union County:

1st through 10th page . . .\$.50 per page
11th through 20th page . .\$.25 per page
all pages over 20\$.10 per page

ARTICLE 25

NO STRIKE/NO LOCKOUT

It is agreed that during the term of this Agreement neither the Union, its officers or bargaining unit employees shall instigate, call, sanction, condone or participate in any strike or in any capacity withhold labor and that there shall be no lockout of the employees by the Employer.

ARTICLE 26

FULLY BARGAINED AGREEMENT

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

ARTICLE 27

SEVERABILITY

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

ARTICLE 28

MISCELLANEOUS

Section 1. Registered domestic partners will be eligible for health benefits in accordance with the County Policy on Domestic Partnership as set forth in Freeholder Resolution No. 1170-2005 as specified in Schedule G of this contract.

ARTICLE 29

EQUAL EMPLOYMENT

The Employer agrees to continue its policy of not discriminating against any employee covered by this contract on the basis of race, creed, color, national origin, sex, marital status, age, armed forces obligation, sexual orientation, political or religious opinions or affiliations or physical handicap or participation in Union activities.

ARTICLE 30

EMPLOYEE DRUG TESTING PROCEDURES

The drug testing procedures for employees of the County of Union, Division of Social Services have been negotiated between the Employer and the Union and are contained in the County of Union Drug and Alcohol Policy for Division of Social Services employees, attached hereto as Schedule D.

ARTICLE 31

WORKPLACE VIOLENCE

The Employer and the Union agree to form a joint management-labor Workplace Violence Committee consisting of one (1) management representative and three (3) Union representatives. The purpose of the Committee is to make recommendations to the Division and to the County of Union concerning the improvement or modification of working conditions which represent workplace violence hazards to employees, clients and to the property of the Division and to assist in the development of a Division Workplace Violence Prevention Plan.

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ARTICLE 32

TRAINING

1. The Employer agrees that there shall be an orientation period to properly train all new clerical personnel hired.
2. Time not to exceed forty-five minutes, in the aggregate per Article 3, Section 2, shall be allocated at a training session for new employees to allow an authorized Union representative to explain the contents and benefits of a Union negotiated agreement and to discuss the benefits of Union affiliation.
3. Employees shall be made aware through a training session that services are available to them for alcohol, drug, gambling, and stress related problems.
4. The Public Assistance Staff Development Program is governed by regulations promulgated by the New Jersey Department of Human Services, Division of Family Development in accordance with N.J.A.C. 10:109. The Employer agrees to follow these regulations that provide for increasing the competence of staff in order to assure the highest quality of service to the public.
5. The Union will be permitted to provide training ideas and suggestions to the Employer.

ARTICLE 33

DURATION

Section 1.

This Agreement shall become effective on July 1, 2009 and shall remain in full force and in effect until June 30, 2013.

Section 2.

The Agreement shall be renewed, except for those provisions which specifically terminate as indicated in the Agreement, from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to June 1, 2013 or June 1 or any succeeding year for which the Agreement has been renewed.

Section 3.

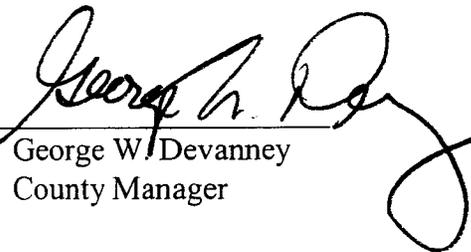
The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2013 subject to the provisions above. Both parties shall be in contact with each other by March 15, 2013 to schedule a meeting to be held prior to the April board meeting to exchange in writing their proposals, if any, for the successor agreement. Each party may have a negotiating team not exceeding five (5) members of each party. Each party to this Agreement may, by mutual consent, modify upward or downward the number of members for each team.

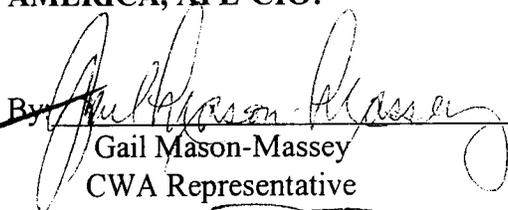
IN WITNESS WHEREOF, the parties have caused the same to be executed by its

respective Officers, or Agents, on this 15th day of OCTOBER, 2010.

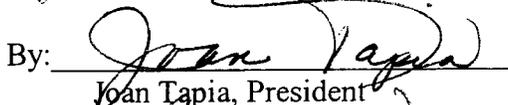
THE COUNTY OF UNION :

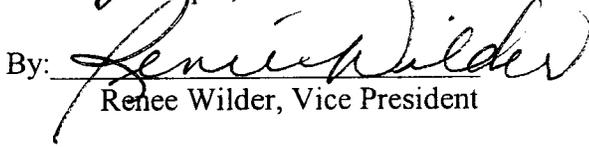
COMMUNICATION WORKERS OF AMERICA, AFL-CIO:

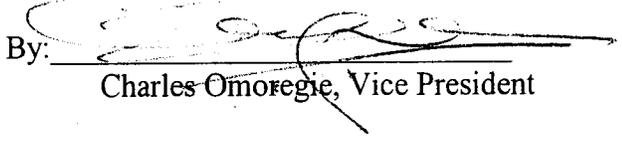
By: 
George W. Devanney
County Manager

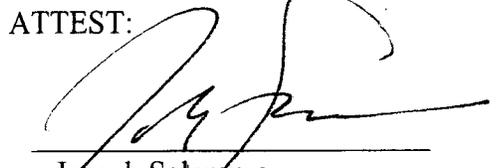
By: 
Gail Mason-Massey
CWA Representative

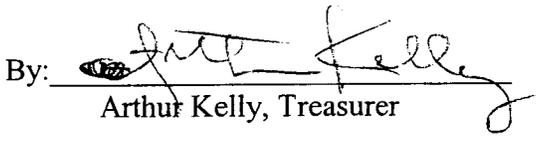

Nicole DiRado
Clerk of the Board

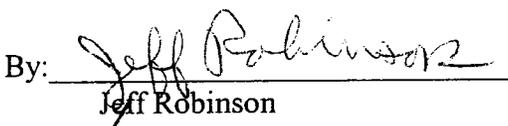
By: 
Joan Tapia, President

By: 
Renee Wilder, Vice President

By: 
Charles Omoregie, Vice President

ATTEST:

Joseph Saleme
Labor Relations Consultant

By: 
Arthur Kelly, Treasurer

By: 
Jeff Robinson

By: 
Tonya Jeter

SCHEDULE A

UNUSED SICK LEAVE PAYMENT REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. DEATH OF AN EMPLOYEE:

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.

4. DISABILITY RETIREMENT:

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

5. RETURN TO SERVICE AFTER RETIREMENT:

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

6. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County, except for service with the former Board of Social Services.

7. COMPUTATION:

(a) Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service with the County of Union, including service with the former Board of Social Services, and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon the effective date of retirement.

(b) Employees who are eligible for this benefit shall be compensated according to the following schedule:

100-200 accumulated sick days – 50% of the daily rate, maximum of \$10,000

201-300 accumulated sick days – 60% of the daily rate, maximum of \$12,500

over 301 accumulated sick days – 70% of the daily rate, maximum of \$15,000

(c) 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.

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- (d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- (e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- (f) A retiree must be officially off the County's payroll at the time of payment.

8. GENERAL PROCEDURES:

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

SCHEDULE B

PUBLIC ASSISTANCE STAFF DEVELOPMENT PROGRAM

1. Objectives for the public assistance staff development program.

The purpose of public assistance staff development is to enable the public welfare agency to achieve its operating goals effectively and efficiently. The quality and extent of service an agency is able to provide is dependent on the competence and skill of the staff charged with delivering those services. Therefore, increasing the competence of staff in order to assure the highest quality of service to the people served by the public assistance program is a continuing objective.

2. County welfare agency training and staff development personnel.

The Director of a county welfare agency shall be responsible for the administration of the training and staff development function of the agency. A training supervisor and appropriate additional training and support staff shall be employed in order to adequately provide for the orientation to the agency of all new staff (clerical, professional, para-professional), intensive skill training requisite for effective job performance, supervisory training, and other training needed because of the expanding and /or changing programs, functions, and responsibilities of the total agency.

3. Training advisory committee.

Each county welfare agency shall establish a training advisory committee which assists with the development of an annual training plan, staff development and training policies and procedures, programmatic directions.

4. Components of the staff development and training program.

A. The components of a county welfare agency staff development program shall include: Initial in-service training; programmatic in-service training; management and supervisory training; career/professional development; and academic, degree-oriented, and other long-term educational programs.

1. Initial in-service training is a formal training program to acquaint, through intensive task-oriented instruction, new and transferring employees (and volunteers as applicable) with the mission, policies, and procedures of the agency, and appropriate sub-units, and for building knowledge and skills required to assume new or changing job responsibilities. This also includes orientation to the agency, administrative policies and procedures, communications training and problem-solving instruction.

2. Programmatic in-service training is training related to the tasks and requirements inherent in particular positions within the agency. This training should enable employees to improve their knowledge, skills and job performance.

3. Management and supervisory training is formalized skill development training for managerial and supervisory staff. It may include training to: develop and use organizational systems, assess agency performance in meeting goals, improve interpersonal skills, better plan and establish fiscal and programmatic priorities and means for implementation, and enhance organizational capacity for service delivery.

4. Career/professional development includes activities and programs aimed at providing information, experiences, and training that may enhance an individual's opportunities for advancement or career development.

5. Academic, degree-oriented and other long-term educational programs are academic programs which will increase expertise in areas relevant to the agency's mission. These programs may include educational leave, tuition reimbursement, tuition aid.

B. Educational leave may be full-time leave with or without stipend and/or tuition. This may be granted for full-time enrollment in an accredited school of the employee's choice. Only permanent employees may receive full-time leave with or without stipend and/or tuition. Such professional or technical education should be required of the position for which the employee is occupying or will be assigned to. An employee for full-time educational leave must receive prior approval from the Division of Public Welfare as well as the county welfare training advisory committee.

1. If a stipend is requested by the employee and approved by the county welfare agency training advisory committee and the Division of Public Welfare, the stipend is to equal 80% of the salary being earned by the employee at the time of registration or \$600 per month, whichever is less. This stipend is subject to mandatory deductions and any elective deductions agreed upon by the employee. An employee must have current permanent status in a Department of Personnel title as one of the conditions for full-time leave with/without a stipend and/or tuition. Salary is not to be paid to an employee while he or she is receiving a stipend. If the employee is eligible to receive scholarships or stipends from sources other than the agency, he or she must utilize these first and the agency stipend and/or tuition aid may be used to supplement up to the amount the agency would have authorized if it were the single funding source. Such acceptance of financial aid outside of the agency must, in no way, obligate the employee/student to a work commitment in other than a sending county welfare agency which is granting the release time.

2. Prior to receiving agency stipend and/or tuition aid the employee must sign a service commitment (Educational Leave Agreement) to return to the sending county welfare agency immediately upon completion of his or her course of study as outlined in as outlined in Schedule C..

3. If the employee on full-time educational leave with or without stipend and/or tuition aid receives a degree and decides not to return to work, he or she has an obligation to notify the Director of the county welfare agency of his or her intention to resign. The conditions contained in the Educational Leave Agreement must then be invoked and the Employee will be required to

repay the county welfare agency all monies received (in the form of stipend, tuition, etc.) in his or her behalf.

4. If an employee terminates employment before completion of the service commitment, he or she must repay the county welfare agency the financial value of the stipend and/or tuition that have not been repaid in work commitment.

5. The work (service) commitment to the agency is one and one-half months for each month the Employee/student was on leave with stipend and/or tuition aid.

C. Tuition Reimbursement is financial aid granted to an employee attending class part-time at an accredited institution. Release time may not exceed four (4) hours per week per employee. If more than four hours per week is required, work schedules may be modified when feasible to accommodate the need but requires approval of the Director of the county welfare agency. If additional time is needed and the work schedule cannot be modified, a request for approval of the additional time must be made through the Division of Public Welfare.

1. An employee may not be reimbursed for more than fifteen (15) credits during the fiscal year.

2. Employees receiving tuition aid must be permanent full-time employees who have completed at least one (1) year of satisfactory service on or before the beginning date of the course (s) for which reimbursement is requested.

3. Employees may request reimbursement for non-job related courses provided they are required for the completion of the minimum number of credit hours required for graduation from their approved degree program. Approvals for graduate and undergraduate degree programs must be obtained through the Division of Public Welfare prior to matriculation. Under certain circumstances, the agency may provide financial support on a reimbursement basis to those taking exams in order to obtain additional credits for subject matter learned through previous life or educational experiences.

4. Tuition reimbursement may not be made until the employee completes the course(s) with verification of satisfactory completion of the course.

5. Employees will be required to sign an employee commitment form prior to acceptance of tuition aid. This is a condition of accepting and receiving aid whereby the employee agrees to remain in the employ of the sending agency for one month for each month the employee received tuition aid.

D. Tuition aid (part-time education leave) or full-time educational leave with or without stipend and/or tuition aid. The payment for tuition by the county welfare agency will be the actual amount charged by the school, but may not exceed the rate charged by Rutgers, The State University of New Jersey.

1. If an employee just receives leave time on either part-time leave (tuition aid) or full-time educational leave and there is no money payment involved (either tuition aid or stipend, etc.), that employee has the responsibility to continue or resume work in the agency, but does not have a service agreement to work off leave time. The service agreement for working off tuition and/or stipend received for part-time or full-time education pursuits shall not exceed a continuous work commitment to the agency of two years.

2. If more than one course is taken in the tuition aid (part-time) program, the course may be simultaneously worked off beginning the first work day after the completion of that semester so that an employee at the end of a semester never "owes" the agency more work time than one semester.

3. Employees taking education course(s) (either part-time or full-time), shall be responsible for their own travel, parking, fees, and book costs. Occasionally, there may be a special program or course of study that will not fall clearly under part-time or full-time category, therefore, under these circumstances, the county welfare agency shall contact the Division of Public Welfare for clarification.

5. Contract Services.

Outside experts may be employed to conduct special courses but plans must be discussed with and receive prior approval by the Division of Public Welfare in order to meet audit requirements when payments are made.

6. Supplemental Fund for Education and Training

Not to exceed \$35,000 per contract year (with no balance of funds carried over to subsequent years) effective January 1, 2008, (prorated for ½ year) as follows:

a) Eligibility - any employee with at least one (1) year of service with the Division; on a first come first serve basis.

b) Allowable Expenses – Books, Registration and other fees associated with participation in education and training courses approved by the Training Advisory Committee pursuant to Schedule B of the Collective Bargaining Agreement.

c) Limit – Reimbursement for approved expenses shall not exceed \$250 per employee per semester and will be payable upon presentation of an appropriate receipt.

SCHEDULE C

TUITION REIMBURSEMENT AGREEMENT
SERVICE COMMITMENT

I hereby agree to accept educational assistance which has been approved by the Director, pursuant to the provisions of the collective bargaining agreement currently in force for the unit which I am a member of.

I further agree to return to continue my employment with the Department of Human Services consistent with the collective bargaining agreement immediately following my completion of my course study.

I hereby commit to remaining in the employ of the Division of Social Services for one month for each month that I have received tuition aid.

Should I decide to resign my position prior to the completion of my service commitment I agree to repay the Division a prorated portion of the stipend or tuition paid to me based on the difference between the stipend or tuition accorded me and the amount of service commitment completed. Said proration will be established by the following fomula:

$$\frac{\text{Weeks of work completed}}{\text{\# of weeks in semester}} = \% \text{ tuition reimbursement employee is entitled to}$$

Example: Employee returns to work and only completes 4 weeks of employment. The semester was 16 weeks. The agency is owed $\frac{3}{4}$ or 75% of the Tuition that was reimbursed.

This agreement is entered into based upon the Educational Assistance provisions contained in the "Agreement Between the County of Union and Communication Workers of America, AFL-CIO" and the "Agreement Between County of Union and Public Employees Supervisors Unit Primary Supervisors Local No. 102 International Brotherhood of Teamsters."

EMPLOYEE

DIRECTOR

DATE

DATE

SCHEDULE D

COUNTY OF UNION
DRUG AND ALCOHOL ABUSE POLICY
FOR DEPARTMENT OF HUMAN SERVICES,
DIVISION OF SOCIAL SERVICES EMPLOYEES

MT3/22/10

COUNTY OF UNION

DRUG AND ALCOHOL ABUSE POLICY

I. Introduction

The County of Union is concerned about the effects that alcohol and drug abuse has upon the health and safety of our employees. The purpose of this policy is to insure that all County employees adequately and safely perform their duties free of any alcohol, drugs, and/or any other mood altering substance. A copy of this policy is being distributed to each employee, receipt of which will be acknowledged in writing.

The use, possession, distribution, trade, purchase, or sale of alcoholic beverages or illegal mood altering drugs while working for the County of Union, or while on the County's property or premises, or being under the influence of alcohol or drugs during working hours or while on or in County property is strictly prohibited. The prohibition against reporting to work under the influence includes reporting back to work after breaks or lunch. Any County employee engaged in such activity will be subject to serious disciplinary action, up to and including discharge.

II. Definitions

1. The term "employee" means any individual who receives compensation from the County of Union.
2. The term "alcohol or alcoholic beverage" means any liquid that has an alcoholic content of 4% or more by volume. This cutoff level is defined in accordance with the Department of Transportation standards.
3. The term "drug" means any substance (other than alcohol) that produces a physical, mental, emotional, or behavioral change in its user; the sale, possession, or consumption of which is illegal. This term includes prescription drugs (substances which may only be lawfully obtained by prescription issued by a licensed medical practitioner) where such prescription has not been prescribed for the person possessing or using such drugs.
4. The term "reasonable suspicion" means suspicion based upon objective facts derived from observation of an employee's appearance, behavior, speech, breath odor, or any and all reasonable inferences drawn therefrom in light of the observer's knowledge of the signs of drug abuse or intoxication.

III. Drug and Alcohol Screening

1. All job applicants must successfully undergo drug screening prior to employment with Union County.

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- A. Job offer letters will advise all applicants that drug screening tests will be performed as part of the County's medical evaluation and that any job offer is made contingent upon, amongst other things successfully passing such screening tests.
- B. All job applicants will be required to complete a form by which the applicant consents to and authorizes reasonable and appropriate testing, disclosure of test results and other related information which may be necessary to carry out the purpose of this policy. Any recipient who refuses to sign this consent/authorization form will not officially be hired by the County.
- C. Confirmed test results indicating the presence of a drug, other than a drug duly prescribed by one's physician, at or above the cutoff level for impairment according to current Department of Transportation standards will be the cause for rejection of any applicant. The County will not discriminate against applicants because of past history of alcohol or drug abuse. Therefore, individuals who have failed previous pre-employment testing may initiate another employment inquiry after a period of no less than six months, and must present themselves to be drug free.

2. Employees:

- A. Employees, in keeping with the U.S. Department of Transportation requirements who hold a Commercial Drivers License (CDL) will all be subject to the County's CDL Policy which will identify those persons who use illegal drugs on or off the job. All such employees will be subject to the Federal CDL Drug and Alcohol Testing as outlined in the Omnibus Transportation Testing Act of 1991.

It shall furthermore be a condition of employment for all employees not subject to testing under Department of Transportation requirements (employees not possessing a CDL) to submit to drug and alcohol testing under the following circumstances:

Where there is reasonable suspicion to believe that an employee is under the influence of alcohol or is using illegal drugs.

When an employee is involved in an on the job accident where personal injury or damage to property occurs unless the accident is in no way the fault of the employee.

As part of a follow up program for treatment of drug and/or alcohol abuse.

- B. It is the responsibility of the County's supervisors to counsel employees whenever they see a change in the performance or behavior that suggest an employee has an alcohol or drug problem. In the event a supervisor has a reasonable suspicion to believe an employee is under the influence of alcohol or drug use he or she shall complete a form outlining the reasons for the suspicion that will immediately be forwarded to the Director of Personnel. A copy of this form will also be given to the employee upon his/her request and to the Union, if properly authorized by the employee. Although it is not the supervisor's job to

diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and should encourage anyone who may have an alcohol or drug problem to seek help.

- C. All County employees who are selected for drug and/or alcohol testing will be required to complete and execute a form by which the employee consents to and authorizes reasonable and appropriate testing, disclosure of test results to the County Manager or his/her designee, and reasonably necessary disclosure of test results and other related information to the Division of Social Services, as may be necessary, to carry out the purpose of this policy. The results will be shared with any federal, state, county or local law enforcement or agency, only if the employee is alleged to have caused, or threatened to cause personal injury and/or damage to property subject to criminal or civil liability, or a legally executed subpoena requiring disclosure is served upon the employer. Otherwise, all records will be confidential to all other persons unless the employee authorizes the disclosure of such records to a specific person or organization upon his/her written release. Copies of all forms, correspondence and other written materials will be provided to the employee, upon his/her request and to the union, if properly authorized by the employee. If the county decides to administer a drug or alcohol test to the employees, the County Manager or his/her designee shall notify the union at the time the employee is notified and will provide the union with information regarding why it deems the test necessary. A union representative may be permitted to be present during any testing, if the employee so requests. Any employee who refuses to take a drug and/or alcohol test administered through this policy shall be subject to possible termination.

3. Disciplinary Actions:

Confirmed initial and follow-up (if requested by the employee) test results revealing the presence of a drug, other than one duly prescribed by a licensed physician or any detection of alcohol at or above the cutoff level for impairment established by the Department of Transportation, will constitute cause for disciplinary action up to and possibly including termination.

Employees who violate the County's policy regarding use, possession, sale, or distribution of alcohol or illegal drugs during work hours or while on County property will be subject to disciplinary action up to and possibly including discharge.

The goal of this policy is to balance the respect of the individual with the need of the County to maintain a safe, productive, and an alcohol/drug free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear signal that improper consumption of alcohol or the illegal use of drugs is not compatible with employment by the County of Union. The County recognizes the health implications of alcohol and drug abuse and considers it to be a treatable illness. As with other illnesses, the County's objective is to assist in the employee's rehabilitation. The County designed this policy to encourage its' employees to seek help for their abuses.

An employee may voluntarily admit to the County that he or she has an abuse problem without fear of discipline or discharge. Upon admission of a substance abuse problem the employee will immediately enroll themselves in a rehabilitation program. The County will not take any disciplinary action against an employee who enrolls in rehabilitation and satisfactorily completes such rehabilitation program. Upon return to work after completing rehabilitation, the employee agrees to submit to follow up testing. Employees who test positive in subsequent testing or who enter rehabilitation on more than one occasion may be subject to disciplinary action. If the County and/or the Division of Social Services takes disciplinary action against the employee and if the employee and/or the union files appropriate appeal action, the County agrees to provide the employee and the union with copies of all documentation upon which it will rely to support the disciplinary action.

4. Rehabilitation and Follow-Up Testing:

An employee who tests positive for drugs and/or alcohol, after a confirmed initial, and if requested, an independent follow-up test utilizing the second sample of the same urine test, (as stipulated in Section V.8), may in the sole discretion of the County, be given one opportunity to accept a referral to an approved rehabilitation program (E.A.P.) Employee Assistance Program - Intervention Strategies International at (800) 663-0404. The employee will be permitted to return to work only following satisfactory completion of the rehabilitation program, compliance with any recommendations from the program, and consent to periodic testing thereafter and passing of such tests. Employees shall be required to submit to post-rehabilitation periodic testing over a period of time to be determined by the County. However, after six negative test results, any further testing will be based upon reasonable suspicion. The County of Union is not responsible for the cost of the rehabilitation program, but it shall be the sole responsibility of the employee. However, the County will assist in coordinating required treatment with available certified rehabilitation centers covered by the employee's insurance plan, if available when requested. Any employee who subsequently tests positive will be subject to termination at any time during the course of their employment.

5. Medication or Prescribed Drugs:

If an employee takes an over the counter medication or prescription drug, they must first consult with their medical professional to determine whether this preparation will have any adverse effect on his/her personal safety or job performance. If the effects of the medication could pose a danger to the employee's safety, or the safety of a co-worker or citizen, the employee must inform his/her supervisor and the supervisor will determine if the employee must consult with a medical professional. Every effort will be made to adjust the worker's duty until full, effective, and safe work activities can be resumed. If alternate duties are not available, the County may request the employee take sick leave. Failure or refusal by an employee to properly inform their supervisor may result in discipline, up to and including discharge.

IV. Responsibility

The County Manager or designee will be responsible for the selection of a qualified laboratory to perform the appropriate drug and/or alcohol screening tests. The County Manager or designee will also be responsible to conduct physical examinations, or drug and/or alcohol screening tests where appropriate. The County Manager or designated alternate shall be responsible for the overall implementation of the County's Alcohol and Drug Abuse Policy. All records will be retained for a period of five years.

V. General Methods and Procedures for Drug Screening

1. Urinalysis will be the primary method for drug screening of applicants and full time employees.
2. All sample(s) will be used for drug testing only, and not for any other purposes.
3. Established quality control and chain of custody procedures must be maintained throughout the entire testing process, from sample acquisition to delivery at the laboratory.
4. All urine samples obtained from applicants and full time employees will be delivered to a certified laboratory for analysis. Upon his/her written request the employee will be provided with the name, address and telephone number of all certified laboratories which will be utilized by the County for initial screening and independent testing and confirmation analysis, and to the union, if properly authorized by the employee.
5. No adverse action will be taken against an applicant or full time employee until the laboratory preliminary analysis and subsequent follow-up and/or confirmation have been reported to the County.
6. Laboratory Method-The certified laboratory will be the sole facility for both the initial screening and confirmation analysis of urine. Florescence polarization immunoassay (Adx) and enzyme multiplier immunoassay (EMIT) are currently used as initial drug screening procedures. Gas chromatography-mass spectrometry is used to confirm all positive results of initial screening procedures. As new procedures are developed and prove to be more reliable and efficient, as alternatives they may be adopted as procedures for this policy.
7. Preliminary Acquisition Procedures-Prior to the submission of a urine sample, the applicant/employee will be asked to fill out a medical questionnaire which clearly describes all medications, both prescribed by a physician or available over the counter (non prescription) which they ingested during the past 96 hours.

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8. Specimen Acquisition Procedure:

- A. The County's physician or other designee (Official Monitor) will be responsible for ensuring that all related forms such as waivers, laboratory forms, and medical questionnaires have been thoroughly and accurately completed by the applicant/employee. Prior to the submission of the sample(s), both the official monitor and applicant will inspect the specimen bottle(s) packet(s) for indication of pre-void tampering.
- B. Generally, the applicant/employee will submit the urine sample in the presence of the official monitor. On those rare occasions when the applicant is not able to provide a sample in the presence of the official monitor, the County may choose to permit the applicant to provide a sample without the witness, so long as applicant makes deposit of sample where there is a room that does not contain access to water or other additives.
- C. The official monitor will always be of the same sex as the applicant/employee being tested.
- D. Urine samples will be processed in accordance with chain of custody procedures. Throughout the urine acquisition process, the sample(s) will only be identified by use of the individuals Social Security Number (SSN#). No form forwarded to the laboratory will contain the applicant's/employee name.
- E. The applicant/employee will complete the information requested on any related County or laboratory forms and will put their Social Security Number, initials, and date on the specimen bottle label(s). After the official monitor has inspected the information for accuracy, the applicant/employee will unseal the specimen bottle packet(s), affix label(s) to bottle(s), and void approximately fifty (50) ml. of urine into the specimen bottle. The applicant/employee will secure the cap(s) of the specimen bottle(s) and will seal the sample by wrapping evidence tape around the bottle(s), vertically up one side, across the cap, and down the other side. The applicant/employee will then put his/her Social Security Number, initials, and date on the evidence tape and surrender the specimen to the official monitor.
- F. After ascertaining that all forms have been completed accurately and after serving as witness to the void, the official monitor shall take possession of the sample(s). The sample(s) shall be placed in a controlled access refrigerator storage area. One (1) sample will be delivered to a certified laboratory. This delivery shall occur within one laboratory working day from acquisition. The other sample will remain in the controlled access refrigerator to be used for possible independent testing, in the event it is determined that the sample is confirmed to be positive for the presence of illegal drugs. This specimen will be retained only as long as all disciplinary and criminal proceedings have exhausted.

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9. Drug Screening Results:

The certified laboratory will forward to the County Manager or designee a written report of the results of the drug test, whether positive or negative, as soon after completion of analysis as possible. The laboratory will report as positive only those samples which have been confirmed to be positive for the presence of illegal drugs. The County will orally notify all results as soon after notification from the laboratory as possible. The County will provide a copy of the laboratory report to the applicant/employee if he/she requests it and to the union, if so authorized by the employee. If the results of the drug test are positive, the employee will be permitted to utilize the split sample stored in the controlled access refrigerator storage area for independent testing at a certified lab selected by the employee, the employee's attorney and/or his/her authorized union representative. It shall be the employee's responsibility to pay for any independent testing.

VI. General Methods and Procedures for Alcohol Testing

1. The Breathalyzer will be the initial method for the screening of employees for alcohol content, to be administered by a qualified police officer of the County of Union. The results will be shared with any federal, state, county or local law enforcement or agency only if the employee is alleged to have caused, or threatened to cause personal injury and/or damage to property subject to criminal or civil liability, or a legally executed subpoena requiring disclosure is served upon the employer. Otherwise, all records will be kept confidential and solely kept by the County Manager or his/her designee as stipulated in Section III.2.C.
2. Blood alcohol testing will be the primary method for verifying alcohol content.
3. All Breathalyzer and blood test samples will be used for alcohol testing only, and not for any other purposes.
4. Established quality control and chain of custody procedures must be maintained throughout the entire process, from sample acquisition to delivery at the laboratory.
5. All blood samples obtained from employees will be delivered to the County designated physician or laboratory for analysis. The employee and the union, if properly authorized by the employee, will be provided with the name, address and telephone number of the designated physician or certified laboratory/laboratories which will be utilized by the County for blood sample analysis.
6. No adverse action will be taken against an employee until the County designated physician/laboratory preliminary analysis and subsequent confirmation and

follow-up from independent testing, if the employee so requests have been reported to the County.

7. The following methods and procedures apply when an employee submits to alcohol testing through blood samples for the purpose of determining alcohol content in the blood. Employees will be required to submit a blood sample after having been given a breathalyzer test, based upon a supervisor's reasonable suspicion that the employee has consumed alcohol while on duty, or is in any way impaired while on duty due to alcohol consumption, and has received a positive result from the breathalyzer test.
 - A. Alcohol screening through blood testing will be conducted when an employee has received a positive test result from a breathalyzer. Any employee who has reasonable suspicion to believe that a fellow employee has consumed alcohol while on duty, or is in any way impaired from alcohol consumption, should immediately bring that fact to their immediate supervisor. All such reports must be kept confidential by supervisory and administrative staff of the Division. Employees reporting reasonable suspicion will not be required to testify at any disciplinary, civil, and/or criminal proceedings, which may result from such report. Any employee who produces a confirmed positive test result for alcohol consumption and positive follow-up independent testing if the employee so requests may be subject to disciplinary action. They may be granted, upon request, and at the sole discretion of the County, an unpaid medical leave of absence to obtain counseling and or medical treatment for alcohol problems. It is strongly suggested that the employee seek out the services of the County's Employee Assistance Program (EAP) by contacting Intervention Strategies International at (800) 663-0404. The length of the unpaid leave is at the sole discretion of the County. Employees who produce a second or subsequent test result indicating alcohol consumption will be subject to disciplinary action, up to and including termination.
 - B. Any employee who refuses to provide a blood sample upon a lawful request made upon individualized reasonable suspicion may also be dismissed.
 - C. The County designated physician/laboratory will be the sole facility for the blood alcohol testing.
 - D. Before an employee is ordered to submit a blood alcohol test, the County will have prepared a Confidential Report which documents the basis for reasonable suspicion. The individual whose approval is necessary to order the blood alcohol test shall base their decision on the contents of this confidential report.
 - E. Prior to submission of the blood sample, the employee must complete a medical questionnaire which clearly describes all medicines, both prescribed by a physician or available over the counter (non-prescription) which he/she has ingested during the past 96 hours. A copy of this completed form will be provided

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to the employee upon request and to his/her union representative, if so authorized by the employee.

8. Specimen Acquisition Procedures:

- A. At the time that the blood sample is provided, the employee will have the option to submit two (2) samples. Both samples will be acquired according to the procedures outlined herein. One sample will be forwarded to the County designated physician/laboratory for testing; the remaining sample will be stored in a frozen state within the County according to Police Department procedures regarding chain of custody and evidence storage. The results will be shared with any federal, state, county or local law enforcement or agency only if the employee is alleged to have caused, or threatened to cause personal injury and/or damage to property subject to criminal or civil liability, or a legally executed subpoena requiring disclosure is served upon the employer. Otherwise, all records will be confidential and solely kept by the County Manager or his/her designee as stipulated in Section III.2.C. The sample will be made accessible to the employee, his authorized union representative or his/her attorney. This specimen will be retained only as long as all disciplinary and criminal proceedings have exhausted.
- B. The County will be responsible for acquiring blood samples from employees and shall designate an individual to serve as official monitor. The employee may also choose to name another witness, including an authorized union representative to be in attendance to sample acquisition.
- C. The official monitor shall be responsible for insuring that the employee has thoroughly and accurately completed all related forms.
- D. Generally, the employee will submit the blood sample in the presence of the official monitor.
- E. Blood samples will be processed in accordance with accepted chain of custody procedures, and every effort will be made to ensure that the identity of the employee being tested remains confidential. Throughout the blood acquisition process, the sample(s) will be identified by use of only the employee's Social Security Number.
- F. The employee will complete the information requested on any related County or laboratory forms and will put their Social Security Numbers, initials, and date on the specimen bottle label. After the official monitor has inspected the information for accuracy, the employee will unseal the specimen bottle packet and affix the label to the bottle. The employee will secure the cap of the specimen bottle and will seal the sample by wrapping evidence tape around the bottle, vertically up one side, across the cap, and down the other side. The employee will then put their Social Security Number, initials and date on the evidence tape and surrender the evidence specimen to the official monitor.

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- G. After ascertaining that all forms have been completed accurately, the official monitor shall take possession of the sample. The sample will then be placed in a controlled accessed refrigerator storage area until it is delivered to the County designated physician/laboratory. This shall occur within one laboratory working day of acquisition.

9. Alcohol Testing Result:

The County designated physician/laboratory will notify the County Manager or designee of the results of the analysis immediately upon completion. The laboratory will report as positive only the samples which have been confirmed to be positive for the presence of alcohol. The laboratory will follow up immediately with notification by written reports. The County will notify the employee of the results of the analysis as soon as possible after notification by the laboratory. The County will provide a copy of the laboratory report to the employee if he/she requests it.

Resolution No. 80-99
Adoped: 01/21/99

SCHEDULE E

SALARY GUIDES

MT3/22/10

Range 6

07/01/08

07/01/09

07/01/10

07/01/11

07/01/12

Step

1	25,957	26,736	26,736	26,736	27,538
2	26,768	27,571	27,571	27,571	28,398
3	27,578	28,405	28,405	28,405	29,258
4	28,389	29,240	29,240	29,240	30,117
5	29,199	30,075	30,075	30,075	30,977
6	30,010	30,910	30,910	30,910	31,837
7	31,360	32,300	32,300	32,300	33,269
8	32,710	33,691	33,691	33,691	34,702
9	34,059	35,081	35,081	35,081	36,134
10	35,409	36,472	36,472	36,472	37,566
11	36,759	37,862	37,862	37,862	38,998
12	38,109	39,253	39,253	39,253	40,430
13	39,459	40,643	40,643	40,643	41,862
14	39,543	40,729	40,729	40,729	41,951
15	40,353	41,564	41,564	41,564	42,811
15A	41,966	43,225	43,225	43,225	44,522

Range 7

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	27,096	27,908	27,908	27,908	28,746
2	27,948	28,786	28,786	28,786	29,650
3	28,800	29,664	29,664	29,664	30,554
4	29,652	30,542	30,542	30,542	31,458
5	30,505	31,420	31,420	31,420	32,362
6	31,357	32,298	32,298	32,298	33,267
7	32,777	33,760	33,760	33,760	34,773
8	34,196	35,222	35,222	35,222	36,279
9	35,616	36,684	36,684	36,684	37,785
10	37,035	38,147	38,147	38,147	39,291
11	38,455	39,609	39,609	39,609	40,797
12	39,875	41,071	41,071	41,071	42,303
13	41,294	42,533	42,533	42,533	43,809
14	42,714	43,995	43,995	43,995	45,315
15	43,566	44,873	44,873	44,873	46,219
15A	43,649	44,958	44,958	44,958	46,307

Range 8

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	32,777	33,760	33,760	33,760	34,773
2	34,271	35,299	35,299	35,299	36,358
3	35,765	36,838	36,838	36,838	37,943
4	37,260	38,378	38,378	38,378	39,529
5	38,754	39,917	39,917	39,917	41,114
6	40,248	41,455	41,455	41,455	42,699
7	41,743	42,995	42,995	42,995	44,285
8	43,237	44,534	44,534	44,534	45,870
9	44,731	46,073	46,073	46,073	47,455
9A	45,628	46,997	46,997	46,997	48,407
9B	47,431	48,854	48,854	48,854	50,320

Range 8A

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	27,297	28,116	28,116	28,116	28,959
2	28,157	29,002	29,002	29,002	29,872
3	29,017	29,887	29,887	29,887	30,784
4	29,877	30,773	30,773	30,773	31,696
5	30,736	31,659	31,659	31,659	32,608
6	31,596	32,544	32,544	32,544	33,521
7	33,029	34,020	34,020	34,020	35,040
8	34,461	35,495	35,495	35,495	36,560
9	35,893	36,970	36,970	36,970	38,079
10	37,326	38,445	38,445	38,445	39,599
11	38,758	39,921	39,921	39,921	41,118
12	40,190	41,396	41,396	41,396	42,638
13	41,622	42,871	42,871	42,871	44,157
14	43,055	44,346	44,346	44,346	45,677
15	43,915	45,232	45,232	45,232	46,589
15A	45,647	47,017	47,017	47,017	48,427

Range 9

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	29,564	30,451	30,451	30,451	31,364
2	30,505	31,420	31,420	31,420	32,363
3	31,447	32,390	32,390	32,390	33,362
4	32,388	33,360	33,360	33,360	34,361
5	33,330	34,329	34,329	34,329	35,359
6	34,271	35,299	35,299	35,299	36,358
7	35,840	36,915	36,915	36,915	38,023
8	37,409	38,531	38,531	38,531	39,687
9	38,978	40,147	40,147	40,147	41,352
10	40,547	41,764	41,764	41,764	43,017
11	42,116	43,380	43,380	43,380	44,681
12	43,685	44,996	44,996	44,996	46,346
13	45,254	46,612	46,612	46,612	48,010
14	46,823	48,228	48,228	48,228	49,675
15	47,764	49,197	49,197	49,197	50,673
15A	49,655	51,144	51,144	51,144	52,679

Range 10

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	35,837	36,912	36,912	36,912	38,019
2	37,480	38,604	38,604	38,604	39,763
3	39,123	40,297	40,297	40,297	41,506
4	40,765	41,988	41,988	41,988	43,248
5	42,408	43,680	43,680	43,680	44,991
6	44,050	45,372	45,372	45,372	46,733
7	45,693	47,064	47,064	47,064	48,476
8	47,335	48,755	48,755	48,755	50,218
9	48,978	50,447	50,447	50,447	51,961
9A	49,963	51,462	51,462	51,462	53,006
9B	51,941	53,499	53,499	53,499	55,104

Range 11

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	37,480	38,604	38,604	38,604	39,763
2	39,202	40,378	40,378	40,378	41,589
3	40,925	42,153	42,153	42,153	43,417
4	42,647	43,926	43,926	43,926	45,244
5	44,369	45,700	45,700	45,700	47,071
6	46,091	47,474	47,474	47,474	48,898
7	47,814	49,248	49,248	49,248	50,726
8	49,536	51,022	51,022	51,022	52,553
9	51,258	52,796	52,796	52,796	54,380
9A	52,292	53,861	53,861	53,861	55,477
9B	54,365	55,996	55,996	55,996	57,676

Range 12A

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	35,032	36,083	36,083	36,083	37,166
2	36,637	37,736	37,736	37,736	38,868
3	38,241	39,388	39,388	39,388	40,570
4	39,846	41,041	41,041	41,041	42,272
5	41,450	42,694	42,694	42,694	43,974
6	43,055	44,346	44,346	44,346	45,677
7	44,659	45,999	45,999	45,999	47,379
8	46,264	47,652	47,652	47,652	49,081
9	47,868	49,304	49,304	49,304	50,783
9A	48,831	50,296	50,296	50,296	51,804
9B	50,764	52,287	52,287	52,287	53,855

Range 13

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	32,490	33,465	33,465	33,465	34,469
2	33,533	34,539	34,539	34,539	35,575
3	34,575	35,612	35,612	35,612	36,681
4	35,617	36,686	36,686	36,686	37,786
5	36,659	37,759	37,759	37,759	38,892
6	37,702	38,833	38,833	38,833	39,998
7	39,438	40,621	40,621	40,621	41,840
8	41,174	42,409	42,409	42,409	43,682
9	42,910	44,198	44,198	44,198	45,524
10	44,646	45,986	45,986	45,986	47,365
11	46,383	47,774	47,774	47,774	49,207
12	48,119	49,562	49,562	49,562	51,049
13	49,855	51,351	51,351	51,351	52,891
14	51,591	53,139	53,139	53,139	54,733
15	52,634	54,213	54,213	54,213	55,839
15A	54,722	56,364	56,364	56,364	58,055

Range 13A

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	36,635	37,734	37,734	37,734	38,866
2	38,316	39,465	39,465	39,465	40,649
3	39,996	41,196	41,196	41,196	42,432
4	41,677	42,927	42,927	42,927	44,215
5	43,357	44,658	44,658	44,658	45,997
6	45,038	46,389	46,389	46,389	47,781
7	46,718	48,120	48,120	48,120	49,563
8	48,399	49,851	49,851	49,851	51,346
9	50,079	51,581	51,581	51,581	53,129
9A	51,087	52,620	52,620	52,620	54,198
9B	53,111	54,704	54,704	54,704	56,345

Range 14

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	39,440	40,623	40,623	40,623	41,842
2	41,260	42,498	42,498	42,498	43,773
3	43,080	44,372	44,372	44,372	45,704
4	44,900	46,247	46,247	46,247	47,634
5	46,720	48,122	48,122	48,122	49,565
6	48,539	49,995	49,995	49,995	51,495
7	50,359	51,870	51,870	51,870	53,426
8	52,179	53,744	53,744	53,744	55,357
9	53,999	55,619	55,619	55,619	57,288
9A	55,090	56,743	56,743	56,743	58,445
9B	57,277	58,995	58,995	58,995	60,765

Range 15

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	41,260	42,498	42,498	42,498	43,773
2	43,174	44,469	44,469	44,469	45,803
3	45,087	46,440	46,440	46,440	47,833
4	47,001	48,411	48,411	48,411	49,863
5	48,914	50,381	50,381	50,381	51,893
6	50,828	52,353	52,353	52,353	53,923
7	52,741	54,323	54,323	54,323	55,953
8	54,655	56,295	56,295	56,295	57,983
9	56,568	58,265	58,265	58,265	60,013
9A	57,717	59,449	59,449	59,449	61,232
9B	60,013	61,813	61,813	61,813	63,668

Human Services Specialist II / Range 16

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	43,169	44,464	44,464	44,464	45,798
2	45,182	46,537	46,537	46,537	47,934
3	47,196	48,612	48,612	48,612	50,070
4	49,209	50,685	50,685	50,685	52,206
5	51,223	52,760	52,760	52,760	54,342
6	53,236	54,833	54,833	54,833	56,478
7	55,250	56,908	56,908	56,908	58,615
8	57,264	58,982	58,982	58,982	60,751
9	59,277	61,055	61,055	61,055	62,887
9A	60,485	62,300	62,300	62,300	64,169
9B	62,896	64,783	64,783	64,783	66,726

Range 16A

07/01/08

07/01/09

07/01/10

07/01/11

07/01/12

Step

	07/01/08	07/01/09	07/01/10	07/01/11	07/01/12
1	41,938	43,196	43,196	43,196	44,492
2	43,888	45,205	45,205	45,205	46,561
3	45,838	47,213	47,213	47,213	48,630
4	47,788	49,222	49,222	49,222	50,698
5	49,739	51,231	51,231	51,231	52,768
6	51,689	53,240	53,240	53,240	54,837
7	53,639	55,248	55,248	55,248	56,906
8	55,589	57,257	57,257	57,257	58,974
9	57,540	59,266	59,266	59,266	61,044
9A	58,710	60,471	60,471	60,471	62,285
9B	61,047	62,878	62,878	62,878	64,765

Range 16B

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	43,169	44,464	44,464	44,464	45,798
2	45,182	46,538	46,538	46,538	47,934
3	47,196	48,612	48,612	48,612	50,070
4	49,209	50,686	50,686	50,686	52,206
5	51,223	52,760	52,760	52,760	54,342
6	53,236	54,833	54,833	54,833	56,478
7	55,250	56,907	56,907	56,907	58,615
8	57,264	58,981	58,981	58,981	60,751
9	57,540	59,266	59,266	59,266	61,044
9A	58,748	60,510	60,510	60,510	62,325
9B	61,125	62,958	62,958	62,958	64,847

Range 16C

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	41,938	43,196	43,196	43,196	44,492
2	43,888	45,205	45,205	45,205	46,561
3	45,838	47,213	47,213	47,213	48,630
4	47,788	49,222	49,222	49,222	50,698
5	49,739	51,231	51,231	51,231	52,768
6	51,689	53,240	53,240	53,240	54,837
7	53,639	55,248	55,248	55,248	56,906
8	55,589	57,257	57,257	57,257	58,974
9	56,695	58,396	58,396	58,396	60,148
9A	57,800	59,534	59,534	59,534	61,320
9B	60,057	61,859	61,859	61,859	63,714

Range 17

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	45,185	46,541	46,541	46,541	47,937
2	47,296	48,715	48,715	48,715	50,176
3	49,407	50,889	50,889	50,889	52,416
4	51,518	53,064	53,064	53,064	54,655
5	53,629	55,238	55,238	55,238	56,895
6	55,740	57,412	57,412	57,412	59,135
7	57,851	59,587	59,587	59,587	61,374
8	59,962	61,761	61,761	61,761	63,614
9	62,073	63,935	63,935	63,935	65,853
9A	63,340	65,240	65,240	65,240	67,197
9B	65,865	67,841	67,841	67,841	69,876

Range 18

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	47,298	48,717	48,717	48,717	50,178
2	49,508	50,993	50,993	50,993	52,523
3	51,718	53,270	53,270	53,270	54,868
4	53,928	55,546	55,546	55,546	57,212
5	56,138	57,822	57,822	57,822	59,557
6	58,349	60,099	60,099	60,099	61,902
7	60,557	62,374	62,374	62,374	64,245
8	62,767	64,650	64,650	64,650	66,590
9	64,977	66,926	66,926	66,926	68,934
9A	66,303	68,292	68,292	68,292	70,341
9B	68,947	71,015	71,015	71,015	73,146

Range 19

07/01/08

07/01/09

07/01/10

07/01/11

07/01/12

Step

1	49,506	50,991	50,991	50,991	52,521
2	51,836	53,391	53,391	53,391	54,993
3	54,166	55,791	55,791	55,791	57,465
4	56,496	58,191	58,191	58,191	59,937
5	58,826	60,591	60,591	60,591	62,409
6	61,090	62,923	62,923	62,923	64,811
7	63,487	65,391	65,391	65,391	67,353
8	65,817	67,791	67,791	67,791	69,825
9	68,147	70,191	70,191	70,191	72,297
9A	69,545	71,631	71,631	71,631	73,780
9B	72,325	74,495	74,495	74,495	76,730

Range 19A

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	48,086	49,529	49,529	49,529	51,014
2	50,340	51,850	51,850	51,850	53,406
3	52,594	54,172	54,172	54,172	55,797
4	54,849	56,494	56,494	56,494	58,189
5	57,103	58,816	58,816	58,816	60,580
6	59,357	61,138	61,138	61,138	62,972
7	61,611	63,459	63,459	63,459	65,363
8	63,865	65,781	65,781	65,781	67,755
9	66,119	68,103	68,103	68,103	70,146
9A	67,472	69,496	69,496	69,496	71,581
9B	70,166	72,271	72,271	72,271	74,439

Range 20

07/01/08 07/01/09 07/01/10 07/01/11 07/01/12

Step

1	51,835	53,390	53,390	53,390	54,992
2	54,282	55,910	55,910	55,910	57,588
3	56,730	58,432	58,432	58,432	60,185
4	59,178	60,953	60,953	60,953	62,782
5	61,626	63,475	63,475	63,475	65,379
6	64,074	65,996	65,996	65,996	67,976
7	66,522	68,518	68,518	68,518	70,573
8	68,970	71,039	71,039	71,039	73,170
9	71,418	73,561	73,561	73,561	75,767
9A	72,887	75,074	75,074	75,074	77,326
9B	75,805	78,079	78,079	78,079	80,422

COMMUNICATIONS WORKERS OF AMERICA

SCHEDULE F

<u>TITLE</u>	<u>SALARY RANGE</u>
Account Clerk/Clerk Bookkeeper	8A
Account Procedures Analyst	18
Accountant	19A
Accounting Assistant	13
Assistant Supervisor Building Services	16B
Bookkeeping Machine Operator	13
Building Maintenance Worker	9
Child Support Specialist	19
Child Support Worker	16
Clerk	8A
Clerk Stenographer	8A
Clerk Transcriber	8A
Clerk Typist	8A
Community Interpreter	14
Community Service Aides	13
Community Service Worker	14
Data Control Clerk	9
Data Entry Machine Operator	9
Employment Specialist	16
Human Services Specialist 1	14
Human Services Specialist 2	16
Human Services Specialist 3	19
Investigator/CWA	19
Interpreter	14
Legal Secretary	14
Legal Secretary/Bilingual	16
Messenger	8A
Paralegal Specialist	18
Principal Account Clerk	11
Principal Clerk	10
Principal Clerk Transcriber	11
Principal Clerk Typist	11
Principal Data Control Clerk	11
Principal Data Entry Machine Operator	11
Receptionist	8A

MT3/22/10

Senior Accountant	20
Senior Account Clerk	12A
Senior Account Clerk Typing	12A
Senior Building Maintenance Worker	13
Senior Clerk	9
Senior Clerk Bookkeeper	12A
Senior Clerk Stenographer	13A
Senior Clerk Transcriber	13A
Senior Clerk Typist	12A
Senior Clerk Typist/Senior Telephone Operator	12A
Senior Data Control Clerk	13A
Senior Data Entry Machine Operator	13A
Senior Employment Specialist	18
Senior Messenger	8
Senior Messenger/Senior Bldg Maint Worker	15
Senior Receptionist	12A
Senior Telephone Operator	12A
Senior Training Technician	20
Social Worker	19
Social Worker Specialist	20
Supervising Accounting Clerk	16B
Supervising Clerk	16B
Supervising Clerk Transcriber	13A
Supervising Clerk Typist	16B
Supervising Data Control Clerk	17
Supervising Data Entry Machine Operator	17
Supervising Receptionist	16B
Supervising Telephone Operator	11
Telephone Operator	8A
Training Technician	19

SCHEDULE G

12/1/2005

WHEREAS, the legislature of the State of New Jersey has found and declared that there are a sufficient number of individuals who live or work within this State who choose to live together in important personal, emotional and economic committed relationships with another individual of the same sex; and

WHEREAS, the legislature of the State of New Jersey has also found that these familial relationships, which are known as domestic partnerships, as defined in N.J.S.A. 26:8A-1ff, assist the State by establishing a private network of support for the financial, physical and emotional health of the participants to domestic relationships; and

WHEREAS, in accordance with the Domestic Partnership Act, Chapter 246, P.L. 2003, County action was contemplated to extend the various pension, health and tax benefits to those employees and retirees of the County of Union in domestic partnerships; and

WHEREAS, because of the material and other support that these familial relationships provide to the participants, this Board seeks to extend all of the rights, privileges and obligations provided under the Domestic Partnership Act, Chapter 246, P.L. 2003 to a domestic partner of a resident or employee or retiree of the County of Union; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it supports and adopts the policies set forth in the Domestic Partnership Act, Chapter 246, P.L. 2003, and as the employer hereby authorizes participation under the provisions of the Domestic Partnership Act, Chapter 246, P.L. 2003, and agrees to recognize the same-sex domestic partners of employees, as defined by the Act, as eligible for the same dependent benefits as are provided to a spouse under the State-administered pension funds; and

BE IT FURTHER RESOLVED that the County recognizes that by agreeing to provide eligibility to same-sex domestic partners, such eligibility shall apply to same-sex domestic partners of all employees and retirees enrolled in any and all of the State-administered pension funds through the County (PERS # 10100, 10101 & PFRS # 72000, 72001, 72003); and

BE IT FURTHER RESOLVED that domestic partnerships must meet the requirements of the Domestic Partnership Act and a Certificate of Domestic Partnership, obtained from the State of New Jersey, through application to the employee's Local Registrar, must be made available upon request of the County and/or the Division of Pensions and Benefits; and

Continued....

SUBJECT TO INCLUSION AND ADOPTION
OF THE 2006 BUDGET

Frank W. Adams
12-1-05

RECORD OF VOTE																		
FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mol	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mol	Sec	NP	
ESTRADA	X								SULLIVAN	X					X			
HOLMES	X								WARD								X	
KOWALSKI	X								MIRABELLA VICE-CHAIRMAN	X								
MAPP	X								PROCTOR CHAIRMAN	X				X				
SCANLON	X						X											

APPROVED AS TO FORM
[Signature]
COUNTY ATTORNEY

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the date above mentioned.
[Signature]
CLERK

SCHEDULE G

BE IT FURTHER RESOLVED that all spouse and family health benefits including major medical, dental and insurance available to a spouse or family of a County employee or retiree shall be made available under similar co-pays, premiums, or deductibles to the same sex domestic partner of a County employee or retiree; and

BE IT FURTHER RESOLVED that to the extent certain County retirees have benefits provided under the State Health Benefit Plan this resolution provides those retirees with the same rights to obtain coverage under the Domestic Partnership Act and N.J.A.C. 17:1-5.5, for their domestic partner or family under similar co-pays, premiums, or deductibles available to a spouse or family of a County retiree; and

BE IT FURTHER RESOLVED that the Director of Finance, Lawrence M. Caroselli, act as the Certifying Officer in the administration of this program; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and coverage shall be effective as of January 1, 2006 or as soon thereafter as it may be effectuated pursuant to the statues and regulations or in the case of private insurance carriers consistent with their enrollment criteria as if the date of this resolution was the effective date of the partnership.

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2010, by and between the **County of Union** (herein the “**County**”) and _____, (herein the “**Employee**”), with the approval and consent of **CWA – Local 1080** (hereinafter the “**Union**”)

WHEREAS, the County and Union are parties to a collective bargaining agreement (“CBA”) covering the period July 1, 2009 through June 30, 2013; and

WHEREAS, the Employee is a member of CWA – Local 1080 bargaining unit covered by the CBA; and

WHEREAS, in order to obtain the agreement to enter into the CBA, the Union agreed to a zero percent increase to base pay for calendar years 2010 and 2011 and other agreements as more particularly set forth in the Memorandum of Agreement dated March 11, 2010, attached hereto as Appendix A (herein the “Memorandum”); and

WHEREAS, the Union and Employee only agreed to said zero percent increases based upon the assurances from the County and the Union that the retiree health insurance benefits set forth in the Memorandum were fully vested and would not be subsequently eliminated, modified or otherwise limited, except in accordance with the terms of said Memorandum; and

WHEREAS, all parties hereto acknowledge that the Employee has relied to his or her detriment upon the aforesaid assurances and that the elimination, modification or other limitation upon the bargained-for retiree health insurance benefits, except in accordance with the terms and conditions of the Memorandum, would constitute immediate, irreparable and substantial harm to the Employee and his/her dependents; and

WHEREAS, the County and Union agree that the development of the guarantees set forth in this Agreement were bargained for in good faith within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* (herein the “Act”);

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

WITNESSETH:

1. The County and the Union agree that the retiree health insurance benefits set forth in the Memorandum will not be changed except in accordance with the terms and conditions of the Memorandum.

2. The County and the Union agree that the retiree health insurance benefits set forth in the Memorandum may only be changed as to the Employee and his/her eligible dependents with the written consent of the Employee.

3. The County and the Union agree that any future collective bargaining agreement, sidebar agreement or other agreement or contract into which they may enter, whether written or oral, will be subject to the terms and conditions of this Agreement and the Memorandum of Agreement and that any provision of such future agreement which purports to change any terms or conditions of this Agreement shall be unenforceable as against the Employee and his/her dependents unless the Employee provides his/her written consent for such change(s).

4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent of all such parties that this Agreement be fully enforceable according to its plain language which all parties agree is to be construed in favor of the Employee and against the County and the Union.

5. This Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey without giving effect to its conflicts of law rules.

6. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the Employee's heirs and the executor of his/her estate, also are bound. This Agreement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.

7. This Agreement embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Agreement may not be modified except by written instrument executed by all the parties hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS ____ DAY OF _____, 2010.

COUNTY OF UNION

By: George W. Devanney
George W. Devanney
County Manager

ATTEST

CWA – Local 1080

By: _____
Joan Tapia
President

ATTEST

Employee Signature
_____, Employee
Print Name

ATTEST