

AGREEMENT
BETWEEN
THE COUNTY OF UNION
AND
TEAMSTERS UNION LOCAL 102/SECONDARY SUPERVISORS

TERM: JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

Prepared By:

CONVENTUS LABOR CONSULTING LLC
773 Clark Street
Westfield, New Jersey 07090
973-967-2153

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1.	RECOGNITION	1
2.	MANAGEMENT RIGHTS	2
3.	NO STRIKES OR LOCKOUTS	4
4.	HOURS OF WORK	5
5.	SALARIES AND COMPENSATION	6
6.	OVERTIME	10
7.	HOLIDAYS	11
8.	VACATIONS	14
9.	SICK LEAVE	17
10.	PERSONAL BUSINESS AND RELIGIOUS LEAVE	21
11.	DEATH IN THE FAMILY	23
12.	JURY DUTY	24
13.	LEAVE OF ABSENCE WITHOUT PAY	24
14.	MATERNITY LEAVE	26
15.	HEALTH BENEFITS	28
16.	GRIEVANCE PROCEDURE	36
17.	LONGEVITY	40
18.	DUES CHECK-OFF	40

TABLE OF CONTENTS (Continued)

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
19.	UNION BUSINESS.....	41
20.	MISCELLANEOUS.....	43
21.	HEALTH AND SAFETY.....	43
22.	SEVERABILITY.....	44
23.	FULLY-BARGAINED AGREEMENT.....	45
24.	DURATION.....	46

SCHEDULE A - SALARY GUIDE

SCHEDULE B – UNUSED SICK LEAVE

INDIVIDUAL RETIREE HEALTH BENEFIT CONTRACT

AGREEMENT

This Agreement made this 20th day of July, 2009 between the **County of Union** (hereinafter the "Employer") and **Teamsters Union Local 102/Secondary Supervisors** (hereinafter the "Union"); and,

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

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

NOW, THEREFORE in consideration of the mutual covenants, obligations and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION

Pursuant to the certification of the New Jersey Public Employment Relations Commission dated March 16, 1989, Docket No. RO-89-80, the County of Union (hereinafter the "Employer") recognizes Teamsters Union Local 102/Secondary Supervisors (hereinafter the "Union") as the exclusive collective negotiations representative for all employees in the following titles: Administrative Supervisor of Income Maintenance, Assistant Administrative Supervisor of Income Maintenance, Field Office Supervisor, Child Support Coordinator, Data Processing Coordinator, Training Supervisor, Coordinator of Social Services, Administrative Supervisor of Social Work and Assistant Administrative Supervisor of Social Work. All other supervisory personnel, non-supervisory personnel, managerial executives, confidential employees, craft employees and any other employees are excluded from the bargaining unit represented by Teamsters Union Local 102/Secondary Supervisors.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement, including but without limiting the generality of the foregoing, the following rights:

- A. To conduct executive management and administrative control of the Employer and its properties and facilities, and the on-the-job activities of its employees;
- B. To hire all employees and subject to existing Department of Personnel rules and regulations to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees, and to suspend, demote, discharge or take other disciplinary action for good and just cause;
- C. To promulgate and implement policies, rules, regulations and practices which in its sole discretion it deems necessary for the efficient and effective operation of its properties and facilities and to maintain order and safety of the work force;
- D. To make all decisions relating to the performance of the Employer's operations and activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
- E. To establish any new job qualifications, classifications and content and to change same without prior negotiations thereof;
- F. To determine the work performance levels and standards of performance of the employees;

G. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;

H. To assign work as it determines will benefit the Employer and/or the clients it serves;

I. To utilize the services of a contractor when, in the sole judgment of the Employer, such services would be more efficient.

Section 2.

The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the expressed terms of this Agreement.

Section 3.

Nothing contained herein shall be construed to deny or to restrict the Employer in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Employer in any of its rights, responsibilities and authority under any national, state or local laws and/or ordinances.

Section 4.

The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Employer not specifically prohibited by

this Agreement shall be deemed a management right and shall be considered such as if fully set forth herein.

Section 5.

The Union, on behalf of the employees, agrees to cooperate with the Employer to obtain and maintain full efficiency and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

The Employer and the Union agree to work together and consult with each other before the Employer agrees to changes in work rules affecting management prerogatives for employees under the management of Secondary Unit Supervisors.

ARTICLE 3

NO STRIKES OR LOCKOUTS

Section 1.

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

Section 2.

The Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage. In the event that the Union's members participate in such activities, in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties

and to take such other action as may be necessary under the circumstances to bring about compliance with the provisions of this Article.

ARTICLE 4

HOURS OF WORK

Section 1.

The normal work week shall consist of 35 work hours per week, 7 hours per day and 5 days per week, Monday through Friday (8:30 a.m. to 4:30 p.m.).

Section 2.

The Employer may stagger the lunch period to meet the workload to be performed so that the public may be served.

Section 3.

The working day for employees may be varied or extended by the Employer as the need arises.

Section 4.

The Employer shall have the option that all projects or surveys will be performed by employees on overtime.

Section 5.

Effective January 1, 1998, 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.
- 4) If a holiday falls on a scheduled work day, one and three fourths (1 3/4) 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.

ARTICLE 5

SALARIES AND COMPENSATION

Section 1.

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

Retroactive to January 1, 2008	3%
January 1, 2009	0%
- January 1, 2010	0%
January 1, 2011	3%

The above salary increases are reflected in a schedule of salaries annexed hereto as

Schedule A. All employees in guide will also receive their automatic step increases.

Effective January 1, 1998, increments shall be reduced in each range as follows:

<u>Range</u>	<u>Previous Increment Amount</u>	<u>New Increment Amount</u>
24A	\$2221	\$1433
25A	\$2333	\$1500
26A	\$2447	\$1568
27A	\$2571	\$1643

Employees will move to the next highest step within their range each year at the beginning of the calendar year or at their anniversary date, whichever is applicable as covered in this Agreement.

The salary guide reflects the addition of three steps during the term of the agreement and adjustment of increment levels in the guide during the term of the Agreement. The distribution of the new increment for those employees at max is implemented as well.

Effective upon execution of this Agreement, promotions from the Primary Unit into the Secondary Unit will commence at Step 6 of the 27A Salary Guide, Step 7 of the 26A Salary Guide and Step 8 of the 25A Salary Guide.

Those employees part of the Unit prior to January 1, 2001 and not at the maximum step will continue to receive the full increment included in the expired contract until they reach the maximum step for their range.

Effective upon the execution of this Agreement, all members of the bargaining unit will receive a \$500 bonus for the years 1999 and 2000 payable no later than January, 2000 and 2001 respectively. This bonus will be exclusive of base salary. Any member of the bargaining unit

retiring in either 1999 or 2000 will have the \$500 bonus included in their base salary during the year of retirement.

The annual performance bonus payable in January of each year of the Contract is to continue through expiration of the current Contract and until such time as this clause may be modified by a successor agreement.

Bargaining unit employees who have resigned or who were terminated for cause, excluding employees who retire, shall not be entitled to retroactive pay. Bargaining unit employees who are on leaves of absence without pay shall receive pro rata retroactivity upon return to active service.

Section 2. Increments:

All employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

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

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

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

D. An employee hired effective October 2 and through January 1 will be eligible to receive an increment as of January 1 of the beginning of the second year following date hired.

Section 3. Promotions:

Any employee who is promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in payment of at least 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.

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

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

Promotions within the Secondary Unit will commence at the next highest step for employees and must be at the value of the new increments reflected in the schedule of salaries annexed hereto as Schedule A.

Effective January 1, 1998, the title of Child Support Coordinator will be moved from Range 24A to Range 25A, Step 9.

Effective upon the execution of this Agreement, the title of Coordinator of Social Services will be recognized at Range 25A.

Effective in 2002, Salary Guide 24A shall be deleted. Any title currently in 24A shall be moved to 25A. -

Section 4. Generic Titles

Effective upon the execution of this Agreement, the Department Head will provide the Union's chief shop steward with a copy of any changes to the rules and regulations of the Department of Personnel.

ARTICLE 6

OVERTIME

Section 1.

The Employer agrees that overtime consisting of time and one-half of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of 40 hours of work per week. Overtime consisting of straight time shall be paid to employees for time actually worked in excess of their basic work week to 40 hours of work per week. The computation of overtime shall include base pay, longevity and shift differential, where applicable. Effective January 1, 2002, time and one-half shall be paid for all hours worked over thirty-five (35) hours.

Section 2.

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

Section 3.

An employee shall not be paid overtime unless such overtime is authorized by the employee's supervisor.

Section 4.

An employee who is authorized and required to work on a holiday (as set forth in this Agreement) shall be paid at the rate of time and one-half of straight time pay for time actually worked on said holiday.

ARTICLE 7

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 2008:

New Year's Day	Tuesday, January 1, 2008
Martin Luther King's Birthday	Monday, January 21, 2008
Lincoln's Birthday	Tuesday, February 21, 2008
Washington's Birthday	Monday, February 18, 2008
Good Friday	Friday, March 21, 2008
Memorial Day	Monday, May 26, 2008
Independence Day	Friday, July 4, 2008
Labor Day	Monday, September 1, 2008
Columbus Day	Monday, October 13, 2008
Election Day	Tuesday, November 4, 2008
Veteran's Day	Tuesday, November 11, 2008
Thanksgiving Day	Thursday, November 27, 2008
Day After Thanksgiving Day	Friday, November 28, 2008
Christmas Day	Thursday, December 25, 2008

Section 2.

The Employer has designated the following days as holidays for the year 2009:

New Year's Day	Thursday, January 1, 2009
Martin Luther King's Birthday	Monday, January 19, 2009
Lincoln's Birthday	Thursday, February 12, 2009
Washington's Birthday	Monday, February 16, 2009
Good Friday	Friday, April 10, 2009
Memorial Day	Monday, May 25, 2009
Independence Day	Saturday, July 4, 2009 (celebrated Friday, July 3, 2009)
Labor Day	Monday, September 7, 2009
Columbus Day	Monday, October 12, 2009
Election Day	Tuesday, November 3, 2009
Veteran's Day	Wednesday, November 11, 2009
Thanksgiving Day	Thursday, November 26, 2009
Day After Thanksgiving Day	Friday, November 27, 2009
Christmas Day	Friday, December 25, 2009

Section 3.

The Employer has designated the following days as holidays for the year 2010:

New Year's Day	Friday, January 1, 2010
Martin Luther King's Birthday	Monday, January 18, 2010
Lincoln's Birthday	Friday, February 12, 2010
Washington's Birthday	Monday, February 15, 2010
Good Friday	Friday, April 2, 2010
Memorial Day	Sunday, May 30, 2010 (celebrated Monday, May 31, 2010)
Independence Day	Sunday, July 4, 2010 (celebrated Monday, July 5, 2010)
Labor Day	Monday, September 6, 2010
Columbus Day	Monday, October 11, 2010
Election Day	Tuesday, November 2, 2010
Veteran's Day	Thursday, November 11, 2010
Thanksgiving Day	Thursday, November 25, 2010
Day After Thanksgiving Day	Friday, November 26, 2010
Christmas Day	Saturday, December 25, 2010 (celebrated Fri., December 24, 2010)

Section 4.

The Employer has designated the following days as holidays for the year 2011:

New Year's Day	Saturday, January 1, 2011 (celebrated Friday, December 31, 2011)
Martin Luther King's Birthday	Monday, January 17, 2011
Lincoln's Birthday	Saturday, February 12, 2011 (celebrated Friday, February 11, 2011)
Washington's Birthday	Monday, February 21, 2011
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Columbus Day	Monday, October 10, 2011
Election Day	Tuesday, November 8, 2011
Veteran's Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011
Day After Thanksgiving Day	Friday, November 25, 2011
Christmas Day	Sunday, December 25, 2011 (celebrated Mon., December 26, 2011)

Section 5.

If an aforementioned holiday occurs while an employee is on an authorized sick or vacation leave, the day shall be recorded as a holiday instead of sick or vacation leave.

Section 6.

Holidays do not accrue during any unpaid leave of absence.

Section 7.

An employee absent without pay either the day before or the day after a holiday shall not be paid for the holiday.

ARTICLE 8

VACATIONS

Section 1.

Full-time employees on payroll of the Division of Social Services of the employer prior to July 1, 1990 shall be granted vacation leave as follows:

A. One working day for each month or major fraction thereof of employment during the first calendar year of employment.

B. Twelve working days after the first calendar year up to and including 5 years of employment.

C. Fifteen working days after the first 5 years of employment and up to and including the 10th year of employment.

D. Twenty working days after 10 years up to and including 15 years of employment.

E. Twenty-two working days after 15 years up to and including 20 years of employment.

F. Twenty-six working days after 20 years up to and including 25 years of employment.

G. Twenty-eight working days after 25 years of employment.

H. Twenty-nine working days after 26 years of employment.

I. Thirty working days after 27 years of employment.

J. Thirty-one working days after 28 years of employment.

K. Thirty-two working days after 29 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 25 years of service will be entitled to 21 working days.
- G. Employees with 25 completed years of service will be entitled to 28 working days.
- H. Employees with 26 completed years of service will be entitled to 29 working days.
- I. Employees with 27 completed years of service will be entitled to 30 working days.
- J. Employees with 28 completed years of service will be entitled to 31 working days.

K. Employees with 29 or more completed years of service will be entitled to 32 working days.

Section 3.

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

Section 4.

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

Section 5.

An employee who has resigned or who has otherwise separated from employment, except as herein provided, 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 or she retires.

Section 6.

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

Section 7.

Employees serving on a leave of absence do not accrue vacation benefits.

Section 8.

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

Section 9.

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

Vacation days may be taken in hourly increments.

ARTICLE 9

SICK LEAVE

Section 1.

Sick leave may be used by employees who are unable to work because of:

- (1) personal illness or injury;
- (2) exposure to contagious disease;
- (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relatives residing in the employee's household);
- (4) death in the employee's immediate family for a reasonable period of time. Up to 5 days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to 3 days will be permitted during the

absence from duty of employees when such absences are caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined above.

Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aide for the handicap when the aide is necessary to function on the job. In such cases, reasonable proof may be required by the Employer.

Sick days may be taken in hourly increments.

Section 2.

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

Section 3.

Sick leave is earned in the following 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. When an employee has a record of excessive sick leave use and/or has exhausted such leave during the prior calendar year, the Employer may require the employee to accumulate sick leave on a monthly basis prior to its use. The placement of an employee on such an earned sick leave basis shall be considered non-disciplinary, but shall not preclude the Employer from taking disciplinary action against an employee for excessive use or abuse of sick leave.

G. Unused sick leave shall accumulate from year to year without limit.

Section 4.

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

Section 5.

An employee who has been absent on sick leave for a period totaling 15 days in one calendar year consisting of periods of less than 5 days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate shall be required for every six months. The medical certificate must

certify that the chronic or recurring nature of the illness is likely to cause such subsequent absences from employment.

Section 6.

The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 7. Payment For Any Unused Sick Leave Upon Retirement:

Employees shall be entitled to payment for any unused sick leave upon retirement in accordance with the following requirements:

- A. Effective January 1, 1998, employees who are eligible for this benefit and who have 25 or more years of service solely with the County of Union, (including any time served with the former Board of Social Services) shall be compensated as follows:

100 – 200 accumulated sick days at 50% of the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of Ten Thousand (\$10,000.00) Dollars.

201 – 300 accumulated sick days at 60% of the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of Twelve Thousand Five Hundred (\$12,500) Dollars.

301 – 400 accumulated sick days at 70% of the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of Fifteen Thousand (\$15,000) Dollars.

Over 401 accumulated sick days at 80% of the employee's daily rate of pay for

each day of earned and unused sick leave to a maximum of Eighteen Thousand (\$18,000) Dollars.

ARTICLE 10

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 advance as possible. The request by the employee shall be directed to the Director of the Division of Social Services. The leave may only be taken if the Director of the Division of Social Services approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than 1 year of employment:

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

Section 3.

Personal leave days must be taken as whole days or half days. Employees who work on a compressed work week schedule will not lose hours from personal and religious leave entitlement solely because of the compressed week work schedule. Effective January 1, 2002, personal days may be taken in hourly increments.

Section 4.

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

Section 5.

Days of leave as provided herein must be used in a 1 year period and shall not be cumulative from year to year.

Section 6.

Employees who are entitled to a personal day benefit shall be entitled to one “peremptory” use of any given personal day per year. This single peremptory Personal Day shall not be denied or subject to restrictions, except where granting the Personal Day would result in a significant impact to an operational justification indicated by the Employer.

ARTICLE 11

DEATH IN THE 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, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law or other relative residing in the employee's household.

ARTICLE 12

JURY DUTY

Section 1.

An employee summoned for jury duty shall receive his regular pay from the Employer for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

Section 2.

Any payment received for jury duty must be returned to the Employer through the Director of the Division of Social Services less allowance for travel and meal expense.

ARTICLE 13

LEAVE OF ABSENCE WITHOUT PAY

Section 1.

A leave of absence without pay for medical reasons including maternity leave may be granted after use of all earned sick time.

Section 2.

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

Section 3.

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

condition necessitating such leave. The approval of such request for a leave of absence without pay shall be in the sole discretion of the Director of the Division of Social Services.

Section 4.

An employee who is granted a leave of absence without pay may continue in the Employer's health benefits plan (hospitalization/major medical coverage) for a period of 9 months following the end of the month when the employee's name is removed from the payroll. In order to continue this coverage, the employee must pay the total premium when billed. Failure to do so will disqualify the employee from coverage. If an employee decides not to continue coverage during the leave without pay, the employee may re-enroll in the plan after return to active employment. The coverage will be effective on the first day of the first month following the employee's return to work.

Coverage under the Employer's prescription plan is not available during a leave of absence without pay. The prescription card must be turned in to the Director of the Division of Social Services on the day that the leave of absence without pay begins. The prescription card will be returned to the employee by the Director on the employee's first day of return to full-time employment.

Dental coverage is terminated on the first of the month following the month in which the leave of absence without pay takes place. Coverage is not available under the Employer's dental plan during a leave of absence without pay. The coverage will be restored on the first of the month following the employee's return to full-time employment.

Section 5.

All provisions of Sections 1 through 4 of this Article will be modified as required to comply with the provisions of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) where such statutes are applicable.

Section 6.

While temporary employees may be granted a leave of absence without pay as herein provided in accordance with Department of Personnel Rules and Regulations, the Employer shall not be responsible to hold a job for the said employee.

ARTICLE 14

MATERNITY LEAVE

Section 1.

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

Section 2.

The Employer shall consider the employee's requested date of return. However, the Employer's determination shall be final and binding upon the employee. No employee shall be required to return in less than 60 days from the date of delivery of the child nor may a maternity leave exceed 90 days in duration; provided, however, the period shall be extended if medical proof submitted to support the grant of an extension beyond 90 days. When the Employer approves any maternity leave, it shall do so in writing designating the term of the leave and a return date for the employee to return to work.

Section 3.

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

Section 4.

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

Section 5.

While temporary employees may be granted a maternity leave as herein provided in accordance with Department of Personnel rules and regulations, the employer shall not be responsible to hold a job for the said employee.

ARTICLE 15

HEALTH BENEFITS

Section 1.

Employees shall be covered under the County health benefit plan with Blue Cross/Blue Shield Plan of New Jersey or, at the election of the employee, enrollment in Physicians Health Services, an approved HMO, the latter being at the employee's additional cost. The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give notice to the Union of its intention to change any such coverage.

The following provisions applicable to the health insurance coverage shall be maintained during the term of this Agreement.

- (a) Deductibles shall be maintained at \$100 per person and \$200 per family;
- (b) Co-insurance for major medical insurance shall be 80%/20% up to \$5,000.00, and thereafter 100% coverage;
- (c) Pre-Admission Review with 50% cut back for non compliance shall be implemented.

Out of Network cost share shall be changed from 80/20 reduced to 70/30 (County/Employee respectively) for all employees effective when contract is signed.

New Employee Health Benefit Contribution: New employees keep the plan type they enter the unit with.

(d) HealthNet POS (CIGNA OAP1 as of July 1, 2009) shall be maintained for promoted employees or any employee wishing to participate. Employees promoted with HealthNet POS as their basic plan may participate in Horizon PPO (CIGNA OAP5/OAP6 as of July 1, 2009) or Direct Access (CIGNA OAP2/OAP3 as of July 1, 2009) at their expense.

(e) Direct Access shall replace Horizon PPO with current co-pays maintained

1. \$10.00 co-pay for in network services – doctor’s office visits only
2. \$10.00 co-pay for all out of network services.
3. Effective August 1, 2009, The Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.

(f) Effective August 1, 2009, Emergency Room co-pays shall be \$25.00 per visit.

(g) Horizon PPO (now CIGNA OAP5/OAP6 as of July 1, 2009) shall be maintained for employees choosing the plan with their cost being the difference between the PPO premium and the Direct Access premium in any given year.

(h) Employees hired before June 1, 2001, shall contribute towards the cost of health insurance as follows:

1. Salary under \$75,000

Single coverage remains \$25 per month

Family, PC or HW coverage is increased by \$15.00 per month to \$40.00 per month

2. Salary over \$75,000

Single coverage remains \$40 per month

Family, PC or HW coverage is increased by \$15.00 per month to \$55.00 per month

- (i) Employees promoted into the unit shall maintain the plan type they enter the unit with and the existing contribution schedule; however, those earning over \$75,000 shall contribute as above with those contributions being increased by the proportionate annual increase in the plan cost.

Section 2. Prescription Plan

There will be a Drug Prescription Plan as follows:

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 County will give notice to the Union of its intention to change any such coverage.

Effective August 1, 2009, Co-payments shall be as follows:

Retail:

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

\$15.00 co-pay per prescription for name brand 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.

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.

Section 3. Dental Coverage:

Employees shall be covered by the County dental program with New Jersey Dental Service Plan Group No. 3238 (herein the base 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 notice to the Union of its intention to change any such coverage.

Effective January 1, 1996, employees covered by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides coverage on an 80/20 percent basis up to \$1000.00. Employees shall also have an option to select coverage under the Delta Care Plan GHMO or Health Plex Plan. Employees who opt for any of these coverages shall pay the full cost difference that exceeds the Employer's cost of the base plan.

Effective August 1, 2006, the annual cap on the employee only basic dental plan shall be increased to \$2,000.

Section 4. Retiree Benefits - For Employees hired on or before December 31, 2011:

Effective August 1, 2009, 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:

a) Eligibility: Employees must have been actively employed with the County of Union, as a member of the bargaining unit, on or before December 31, 2011; 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.

b) 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 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).

c) Future Employees: Employees hired after December 31, 2011, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.

d) Cessation of Subsidy: Upon implementation of retiree health benefits provided in a) and b) 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.

e) 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 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.

Section 5. Retiree Benefits – for employees hired after December 31, 2011:

A. The hospitalization insurance subsidy plan shall be maintained for all employees covered by the recognition clause of this collective agreement who retire subject to the following terms and conditions:

(1) Employees must have been actively employed by the Employer after December 31, 2011 (and the same subsidy plan that was in place since 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 Employer, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the reasonable satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the Employer to verify that no other source of insurance coverage is provided for them.

(2) This benefit shall be applied to the hospital insurance plan which is provided to members of the negotiating unit. The Employer reserves the right to change insurance carriers or to change or modify coverage provided the coverage is substantially similar to the coverage then in effect. 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).

(3) Upon implementation of this benefit, the Employer shall be obligated to subsidize the cost of the health insurance premiums for qualifying retirees of the health benefits set forth 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 Family Under 65	\$540.58 per month
H/W Over 65	\$276.77 per month
H/W Retiree Over 65	\$276.77 per month
H/W Spouse Over 65	
Family Over 65	\$ 442.88 per month
Family Retiree Over 65	\$ 477.85 per month
Family Spouse Over 65	
P/C Retiree Over 65	\$ 338.69 per month

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

Health Insurance Benefit costs will be provided by the County for currently active employees who retire after September 1, 1995, with 25 or more years of service and who have reached 65 years of age. Said retiree health insurance benefits for eligible retirees and their eligible dependents shall be paid only for the Blue Select Program and shall be capped at the 1995/1996 rate. Any cost increases thereafter shall be paid by the retiree.

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

Section 6. Disability

The County will contribute \$100 per year towards an agreed upon temporary disability plan per employee.

Section 7. Eye-Care Plan

Effective August 1, 2006, the VSP plan shall be implemented for employees only and the premium will be paid 100% by the County.

Section 8. Health Benefit Buy-Out Option

Effective January 1, 2006, any employee with either family or husband/wife coverage in any of the available health benefit plans may 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 employee the sum of \$5,000.00 annually for family coverage and \$1,800.00 for single coverage from another source to be paid in 26 installments over the next year. Employees opting out shall retain the right to re-enter the County 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 16

GRIEVANCE PROCEDURE

Section 1.

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

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

Section 2.

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

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

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

Section 3.

Employees shall have the right to present their own grievances, individually or by an attorney or to designate a Union representative to appear with them. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person, essential witnesses, if any, who are employees of the Division of Social Services and one Union representative who is an employee of the Division of Social Services throughout the grievance procedure.

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

Step 1: An aggrieved employee shall file a written and signed grievance with the Welfare Director within 5 working days of the occurrence giving rise to the grievance or within 5

working days after the aggrieved employee should have reasonably known of its occurrence. Failure to file the grievance within the allotted time period shall be deemed to constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either the employee or the Welfare Director. The Welfare Director shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 5 working days after any such meeting.

Step 2: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no written decision has been rendered within 5 working days as set forth at Step 1, the grievance shall be referred by the aggrieved to the Director of the Department of Human Services or his designee within 5 working days from the date a written decision was or should have been rendered at Step 1. Failure to move the grievance within the aforesaid time shall constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either party.

The Director of the Department of Human Services or his designee shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 5 working days after such meeting.

Step 3: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within 5 working days as set forth in step 2, the aggrieved employee may file the grievance together with all supporting documentation with the County Manager or his/her designee within 10 working days after the written decision was or should have been rendered at Step 2. Failure to file within the aforesaid time shall constitute an abandonment and waiver of the grievance.

A Union representative may participate at this step at the request of either party.

The County Manager or his/her designee shall meet and confer with the aggrieved employee and shall render a written decision to the grievance within 15 working days after its receipt or any such meeting, whichever is later.

The decision of the County Manager or his/her designee shall be final and binding as to all non-contractual grievances.

Step 4: If the aggrieved employee is dissatisfied with the decision of the County Manager or his/her designee concerning a contractual grievance, the Union may within 10 working days of the receipt of the decision, or within 10 working days of when the decision should have been received, request binding arbitration, consistent with Department of Personnel laws, rules and regulations. If no such request is made within the stated time, the grievance shall be deemed to have been abandoned and waived and shall not be entitled to be submitted to arbitration.

A request for binding arbitration shall be initiated by mailing a written demand for such arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey with a copy of the demand being mailed to the County Manager and to the Director of the County Department of Personnel. The written demand shall request the New Jersey State Board to submit duplicate panels of arbitrators to the Union and to the County Manager so that they may exercise their right of selection and file same directly with the New Jersey State Board of Mediation pursuant to its rules.

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

The cost of the arbitrator shall be borne equally by the parties.

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the Employer any obligation or liability not expressly assumed by the Employer under the provisions of this Agreement; nor may the arbitrator deprive the Employer of any right reserved, expressed or implied, by it for its benefit hereunder.

ARTICLE 17

LONGEVITY

The existing longevity plan as adopted by the Employer for employees hired prior to January 1, 1973 shall remain in effect.

Employees hired on or after January 1, 1973 shall have no entitlement to longevity pay.

ARTICLE 18

DUES CHECK-OFF

Section 1.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from the third pay check each month, of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It is further agreed that the Employer shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. Dues shall be such amounts as

may be certified to the Employer by the Union at least thirty (30) days prior to the date on which deduction of Union dues is to be made.

The Employer agrees to deduct from the pay of all employees covered by this Agreement, upon appropriate written authorization, deductions for DRIVE. No deductions shall be made if prohibited by applicable law. Said deductions shall be made bi-weekly and shall be forwarded to the Union monthly.

Section 2.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative, Local 102 International Brotherhood of Teamsters.

Section 3.

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

ARTICLE 19

UNION BUSINESS

Section 1.

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

Section 2.

The Union shall neither solicit members nor conduct any union business on the Employer's property during employer-assigned work schedules of either the representative of the Association or the employee(s) involved, except for the following:

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

Section 3.

Before any Union representative may leave his assigned duties for union business (as set forth above), permission shall be obtained from the Director of the Division of Social Services or his designee. When an authorized representative is excused from his assigned duties he/she shall:

- A. Notify the supervisor of any Employer facility visited on arrival;
- B. Notify his/her supervisor or designated representative upon return to the job;
- C. Record his/her time out and time in with the supervisor upon leaving and returning to the job.

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 total not to exceed in the aggregate, twenty-five (25) days leave with pay per contract year to participate in union conferences, conventions, and to conduct other Union business.

ARTICLE 20

MISCELLANEOUS

Section 1.

An employee who has been grandfathered (i.e., on payroll prior to July 1, 1990) pertaining to certain benefits under this Agreement shall lose the grandfather status if he/she is employed in a non-bargaining unit position for more than 3 continuous years.

Section 2. Residency

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

ARTICLE 21

HEALTH AND SAFETY

The Employer and the Union agree that maintenance of a healthy and safe working environment is in their mutual best interest. The Employer agrees to the formation of a Health and Safety Committee to be composed of two members designated by the Union, two members and a Chairperson designated by the Director of the Department of Human Services. The Committee will meet not more than monthly, and for not more than two hours, upon either the Employer or the Union presenting the other with a written agenda of items sought to be discussed. The Committee shall have the function of advising the Employer as to safety and health issues involving employees and it will propose solutions for those problems. The Employer reserves to itself the final determination regarding any action to be taken.

When a health and safety violation occurs that requires corrective action by a landlord, the Director of Human 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 working days after receipt. The Employer will make every reasonable attempt to:

- (a) Maintain comfortable room temperatures,
- (b) Maintain adequate humidity levels, and
- (c) Maintain and clean the ventilation system on a regular basis.

If the parties are unable to resolve issues which arise under this Article, the issues may be submitted to the grievance procedure.

The Employer will provide the Union with a list of products which it uses for cleaning, exterminating and its duplication equipment.

ARTICLE 22

SEVERABILITY

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of any provision should be restrained by any 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 23

FULLY-BARGAINED AGREEMENT

Section 1.

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

Section 2.

If, during the term of this Agreement, the State of New Jersey, the federal government or any governmental agency mandates minimum benefits in any area, the parties agree to reopen negotiations to bargain commensurate decreases in any other benefits.

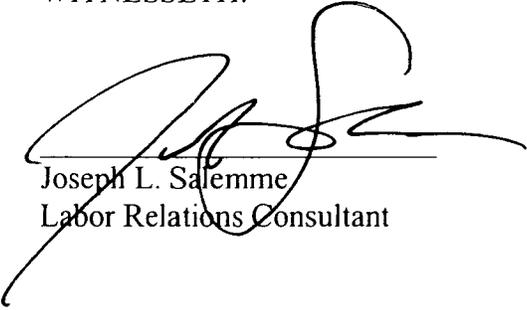
ARTICLE 24

DURATION

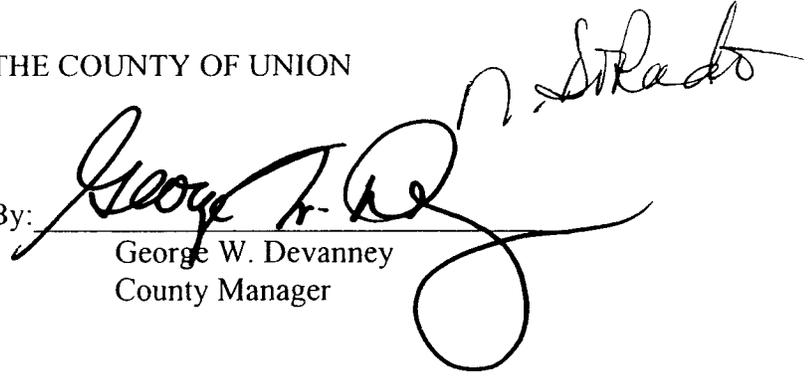
This Agreement shall be in full force and in effect as of January 1, 2008 and shall remain in effect through December 31, 2011. If either party wishes to reopen negotiations for a successor agreement, written notice to that effect must be given to the other party no sooner than 150 days nor later than 120 days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective Officers, or Agents, on this 1ST day of April, 2010.

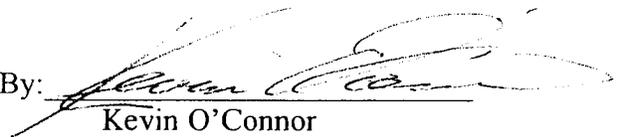
WITNESSETH:

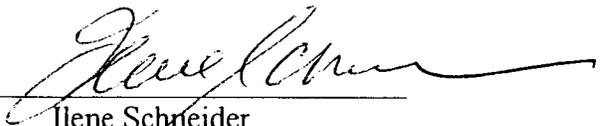

Joseph L. Salemme
Labor Relations Consultant

THE COUNTY OF UNION

By: 
George W. Devanney
County Manager

WITNESSES FOR
TEAMSTERS UNION LOCAL NO. 102/
SECONDARY SUPERVISORS

By: 
Kevin O'Connor
Business Agent

By: 
Ilene Schneider
President

SCHEDULE A
SALARY GUIDE

TEAMSTERS SECONDARY SUPERVISORS
7-Jul-09

Guide 25A

3% 0% 0% 3%

Step	1/1/2007	1/1/2008	1/1/2009	1/1/2010	1/1/2011
1	71,700	73,851	73,851	73,851	76,067
2	73,609	75,817	75,817	75,817	78,092
3	75,517	77,783	77,783	77,783	80,116
4	77,427	79,750	79,750	79,750	82,143
5	79,336	81,716	81,716	81,716	84,167
6	81,246	83,683	83,683	83,683	86,193
7	83,155	85,650	85,650	85,650	88,220
8	85,064	87,616	87,616	87,616	90,244
9	86,974	89,583	89,583	89,583	92,270
10	88,883	91,549	91,549	91,549	94,295
11	90,793	93,517	93,517	93,517	96,323
12	94,052	96,874	96,874	96,874	99,780

Guide 26A

3% 0% 0% 3%

Step	1/1/2007	1/1/2008	1/1/2009	1/1/2010	1/1/2011
1	75,144	77,398	77,398	77,398	79,720
2	77,140	79,454	79,454	79,454	81,838
3	79,135	81,509	81,509	81,509	83,954
4	81,130	83,564	83,564	83,564	86,071
5	83,127	85,621	85,621	85,621	88,190
6	85,122	87,676	87,676	87,676	90,306
7	87,118	89,732	89,732	89,732	92,424
8	89,113	91,786	91,786	91,786	94,540
9	91,108	93,841	93,841	93,841	96,656
10	93,105	95,898	95,898	95,898	98,775
11	95,100	97,953	97,953	97,953	100,892
12	98,510	101,465	101,465	101,465	104,509

TEAMSTERS SECONDARY SUPERVISORS

7-Jul-09

Guide 27A

3% 0% 0% 3%

Step	1/1/2007	1/1/2008	1/1/2009	1/1/2010	1/1/2011
1	78,766	81,129	81,129	81,129	83,563
2	80,857	83,283	83,283	83,283	85,781
3	82,948	85,436	85,436	85,436	87,999
4	85,037	87,588	87,588	87,588	90,216
5	87,128	89,742	89,742	89,742	92,434
6	89,217	91,894	91,894	91,894	94,651
7	91,308	94,047	94,047	94,047	96,868
8	93,399	96,201	96,201	96,201	99,087
9	95,488	98,353	98,353	98,353	101,304
10	97,579	100,506	100,506	100,506	103,521
11	99,669	102,659	102,659	102,659	105,739
12	103,241	106,338	106,338	106,338	109,528

SCHEDULE B

**COUNTY OF UNION
UNUSED SICK LEAVE
PAYMENT REGULATIONS**

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. ELIGIBILITY:

An employee must retire with at least twenty-five (25) years of service solely with the Employer (including any time served 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 effective date of retirement to be eligible for this benefit.

4. DEATH OF AN EMPLOYEE:

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

5. DISABILITY RETIREMENT:

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

6. RETURN TO SERVICE AFTER RETIREMENT:

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

7. LEAVE WITHOUT PAY:

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

8. COMPUTATION:

1. 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.

2. The amount shall be computed at the rate listed below for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation.
3. In no event shall payment for unused accumulated sick leave exceed the amount listed below.
 - 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
 - 301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000
 - Over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000
4. 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.
5. The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
6. A retiree must be officially off the County's payroll at the time of payment.
9. GENERAL PROCEDURES:
 - a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- 5) a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:
- 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
 - 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
 - 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
 - 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
 - 5) All sick leave was reportable and reported accordingly.
 - 6) The time-keeping procedure required certification of the accuracy of the employees pay time.
 - 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.

- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2009, by and between the **County of Union** (herein the “**County**”) and _____, (herein the “**Employee**”), with the approval and consent of **Teamsters Local 102 - Secondary Supervisors** (hereinafter the “**Union**”)

WHEREAS, the County and Union are parties to a collective bargaining agreement (“**CBA**”) covering the period January 1, 2008 through December 31, 2011; and

WHEREAS, the Employee is a member of the Teamsters Secondary Supervisors 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 2009 and 2010 and other agreements as more particularly set forth in the Memorandum of Agreement dated July 30, 2009, 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 the 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 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 _____, 2009.

COUNTY OF UNION

By: _____
George W. Devanney
County Manager

ATTEST

Teamsters Secondary Supervisors

By: _____
Ilene Schneider
President

ATTEST

Employee Signature

_____, Employee
Print Name

ATTEST