

830425

AGREEMENT BETWEEN THE

COUNTY OF UNION

and

UNION COUNCIL NO. 8

NEW JERSEY CIVIL SERVICE ASSOCIATION

1,100 employees
(general unit)

Y18/02

EFFECTIVE: JANUARY 1, 2001 THROUGH DECEMBER 31, 2004

Prepared By:
Schenk, Price, Smith & King, LLP
10 Washington Street, P.O. Box 905
Morristown, New Jersey 07963-0905
(973) 539-1000 Telephone
(973) 540-7300 Fax

VNI 5/1/01

901 pages

INDEX

ARTICLE	TITLE	PAGE NO.
	AGREEMENT	1
1	RECOGNITION	1
2	MANAGEMENT RIGHTS	2
3	PAYROLL DEDUCTIONS FOR ASSOCIATION DUES	4
4	ASSOCIATION BUSINESS	7
5	WORK SCHEDULES	9
6	MOVEMENT OF PERSONNEL	10
7	NO STRIKE OR LOCKOUTS	11
8	GRIEVANCE PROCEDURE	12
9	LONGEVITY	15
10	VACATIONS	15
11	SICK LEAVE	19
12	PERSONAL BUSINESS AND RELIGIOUS LEAVE	22
13	DEATH IN FAMILY	22
14	JURY DUTY	23
15	HOLIDAYS	24
16	SALARIES	27

dated November 5, 1992, as those units were defined and set forth in the Certification issued by the Public Employment Relations Commission on April 27, 1995 under Docket No. RO-95-168 to include all regularly employed nonsupervisory blue collar and white collar employees employed by the County of Union including those in the following departments: Operational Services, Runnells Specialized Hospital, Law, Administrative Services, Human Services, Finance, Public Safety, County Clerk, Sheriff, Register, Prosecutor, Surrogate, County Superintendent of Schools, Tax Board and Extension Services, but excluding employees represented in other negotiations units, police, confidential employees, managerial executives, craft employees, professionals, supervisors within the meaning of the Act, and all non-contractual employees.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

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

Section 2.

Whenever the term "Employer", "Department Head" or "Supervisor" shall be used throughout this Agreement, it shall mean and include the County Board of Chosen Freeholders and/or the County Manager and/or their designees as specifically may be provided in N.J.S.A. 10:41A-45 et seq. or the Administrative Code of the County of Union.

VMI 5/1/01

Section 3.

Except as modified, altered or amended by the within Agreement, the County of Union, the Board of Chosen Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Chosen Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America including but without limitation the following rights, privileges and functions:

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

Section 4.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the

Board of Chosen Freeholders, the County Manager or other designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and expressed terms of this Agreement are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States.

Section 5.

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

ARTICLE 3

PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

Section 1.

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

An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the County shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the

parties.

Section 2.

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

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw, in which event a representation fee in lieu of dues will be payable as set forth in

Section 4.

Section 4.

(a) During the term of this contract, the County will continue to abide by the January 1, 1984 Agreement that if an employee covered under this contract does not become a member of the Association, the Association shall furnish the name of such person to the County requesting that the employee, through payroll deduction, pay a representation fee in lieu of dues for services rendered by the Association.

(b) The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to, or benefit only its members, but in no event

shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

- (c) Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained by the Association, which shall be in accordance with appropriate statutory provisions and Court Decisions, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.
- (d) The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- (e) The Association will continue to notify the County Manager, in writing, of the current annual dues and/or the amount of the representation fee and will from time

to time thereafter give to the County at least a sixty (60) day notice, in advance, of any changes in the annual membership or representation fee schedule so that the same can be accommodated by the County within a sufficient time after it receives the notice.

- (f) The Association shall indemnify, defend and save the County of Union harmless against any and all claims, demands, suits, or other forms of liability, that shall arise out of or by reason of the action taken or not taken by the County of Union in reliance upon the representation fee information furnished by the Association or its representatives.

ARTICLE 4

ASSOCIATION BUSINESS

Section 1.

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

Section 2.

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

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

or the employee involved, except for the following:

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

Section 3.

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

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

ARTICLE 5

WORK SCHEDULES

Section 1.

The Employer shall have the right, for the efficient operation of its facilities, to make changes in the commencement and termination of the daily work schedules and to vary from the daily or weekly work schedules provided, however, upon making permanent changes the Employer shall give to the Association seven (7) calendar days' notice where practicable, and further provided that permanent changes in work schedules shall comply with existing Department of Personnel Rules.

Section 2.

Effective January 1, 1987, all employees covered by this Agreement whose normal work week consists of thirty (30) hours of work or more, but less than thirty-five (35) hours of work per week, shall have a new work week which shall consist of thirty-five (35) hours of work per week.

The Employer shall have the right to schedule the hours of work on a departmental basis as it deems appropriate to insure maximum efficiency and productivity of its operations, provided that normal starting times shall not be scheduled earlier than 8:00 a.m., and normal quitting times shall not be scheduled later than 5:00 p.m. and that hours worked are consecutive inclusive of an unpaid lunch period. If management determines that flexible hours shall be established in a department, employee preference concerning available work schedules will be accommodated whenever possible consistent with the efficient and productive operations of the department. Conflicts in choice of work schedules which may occur shall be governed by departmental seniority, provided that maximum

efficiency and productivity of the department is maintained.

Section 3.

Building Maintenance Workers employed at Rumlens Specialized Hospital shall work 40 hours per week and shall receive a pro rata adjustment effective June 1, 2001.

Section 4.

Engineering Aides assigned to the Traffic Bureau shall work 40 hours per week and shall receive a pro rata adjustment effective June 1, 2001. The Classification shall be Engineering Aide/Traffic 40 hrs.

ARTICLE 6

MOVEMENT OF PERSONNEL

Section 1.

The Employer desires to maintain employment as near to a constant level as possible, and in that regard it shall use its best efforts not to lay off any employees covered hereunder during the term of this Agreement. Both parties recognize, however, that the needs of the Employer and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force.

Section 2.

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

Section 3.

The parties agree that the Employer has the right to assign individuals to fill positions not in their payroll classification for emergency periods. The Employer will attempt to eliminate emergency situations promptly. In no event shall a payroll classification be filled during an emergency situation in excess of thirty (30) days. The County Manager agrees to comply with Department of Personnel Rules if the emergency condition is to extend beyond thirty (30) days subject to the availability of funds. If the emergency condition is to extend beyond thirty (30) days, the County Manager agrees that the individuals who are assigned to a higher classification who continue to perform work in that classification will be compensated within the salary scale of the higher classification subject to the availability of funds, or returned to the performance of duties appropriately assigned to the lesser classification; all of the above shall be in conformance with Department of Personnel Rules.

ARTICLE 7

NO STRIKE OR LOCKOUTS

Section 1.

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

Section 2.

The Association will not schedule any membership meeting or demonstration which may

have the same effect as a strike or work stoppage. In the event that the Association's members participate in such activities, in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

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

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

Step 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of that

grievance at Step 1, the aggrieved party may file a grievance in writing with his department head or the department head's designee. A hearing on the grievance shall be held between the department head or his department head's designee and the aggrieved party and the Association's designated representative. The department head or the department head's designee will render a final decision in writing within five (5) working days.

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

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

Step 4. Arbitration. In the event a grievance has not been resolved to the satisfaction of the Association at Step 3 and/or within thirty (30) days from the date of the submission of the Step 3 grievance, it may request final and binding arbitration of the grievance. The Association shall make this request by mailing a written notice for arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey. A copy of the notice for arbitration shall also be mailed to the Employer designee, the County Manager and the Director of Personnel. The written

notice to the New Jersey State Board of Mediation shall request that agency to submit duplicate panels of arbitrators to each of the respective parties to this Agreement so that they may exercise their right of selection and file same directly with the New Jersey State Board of Mediation pursuant to its rules.

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

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

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

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

ARTICLE 9

LONGEVITY

Section 1.

All employees covered by this Agreement and employed by the County prior to January 1, 1973, shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and Amendments and Supplements thereto.

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

Section 2.

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

ARTICLE 10

VACATIONS

Section 1.

Vacation Eligibility:

- (a) During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- (b) Employees with one to eight years of service shall be entitled to thirteen (13) working days vacation each year.

- (c) Employees with eight completed years to ten years of service will be entitled to fourteen (14) working days vacation each year.
- (d) Employees with ten completed years to fifteen years of service will be entitled to seventeen (17) working days vacation each year.
- (e) Employees with fifteen completed years to twenty years of service will be entitled to nineteen (19) working days vacation each year.
- (f) Employees with twenty completed years to twenty-five years of service will be entitled to twenty-two (22) working days vacation each year.
- (g) Employees with twenty-five to thirty or more completed years of service will be entitled to the following number of working days vacation each year:

twenty-five years	-	twenty-seven (27) days
twenty-six years	-	twenty-eight (28) days
twenty-seven years	-	twenty-nine (29) days
twenty-eight years	-	thirty (30) days
twenty-nine years	-	thirty-one (31) days
thirty or more years	-	thirty-two (32) days

Section 2.

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

Section 3.

The Employer shall have the exclusive right to determine when an employee's vacation shall

be scheduled. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by County-wide seniority insofar as effective staffing requirements permit.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This charge will be deducted from his final pay check.

Section 10.

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

Section 11.

Employees working in departments which operate multiple shifts per day on a seven (7) day per week basis shall be eligible for a vacation bonus for perfect attendance (no absenteeism or lateness) in the amount of one (1) day per quarter for a total of four (4) days per calendar year with one (1) additional day added for perfect attendance for the entire year. This program shall be on a calendar year basis.

ARTICLE 11

SICK LEAVE

Section 1.

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (defined herein as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and any other relatives residing in the employee's household); (4) death in the employee's immediate family. Up to five days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to three days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined herein. Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the County.

Section 2.

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

Section 3.

Sick leave is earned in the following manner:

- (a) New employees shall only receive one (1) working day for the initial month of employment if they begin on the first through eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third day of the month.
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen working days.
- (c) Part-time employees shall be entitled to a proportionate amount of paid sick leave.
- (d) Paid sick days shall not accrue during a leave of absence without pay or during a suspension.
- (e) Sick leave credits shall not accrue after an employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- (f) Unused sick leave shall accumulate from year to year without limit.

Section 4.

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

of his return to work, to be examined by a physician at the expense of the Employer. In addition, the Employer, in its discretion, may require proof of illness of an employee on sick leave whenever such proof is reasonable.

Section 5.

An employee who has been absent on sick leave for a period totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature causing recurring absences of one day or less in which event only one medical certificate shall be required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

Effective June 1, 2001, the County agrees to introduce a modified program of payment for unused sick leave upon retirement in accordance with the following requirements:

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

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 2001:

New Year's Day
Monday, January 1, 2001
Martin Luther King's Birthday
Monday, January 15, 2001
Lincoln's Birthday
Monday, February 12, 2001
Washington's Birthday
Monday, February 19, 2001
Good Friday
Friday, April 13, 2001
Memorial Day
Monday, May 28, 2001
Independence Day
Wednesday, July 4, 2001
Labor Day
Monday, September 3, 2001
Columbus Day
Monday, October 8, 2001
Election Day
Tuesday, November 6, 2001
Veteran's Day
Sunday, November 11, 2001
Thanksgiving Day
(celebrated Monday, Nov. 12, 2001)
Thursday, November 22, 2001
Day After Thanksgiving
Friday, November 23, 2001
Christmas Day
Tuesday, December 25, 2001

Section 2.

The Employer has designated the following days as holidays for the year 2002:

New Year's Day
Tuesday, January 1, 2002
Martin Luther King's Birthday
Monday, January 21, 2002
Lincoln's Birthday
Tuesday, February 12, 2002
Washington's Birthday
Monday, February 18, 2002
Good Friday
Friday, March 29, 2002
Memorial Day
Monday, May 27, 2002
Independence Day
Monday, July 4, 2002
Labor Day
Monday, September 2, 2002
Columbus Day
Monday, October 14, 2002
Election Day
Tuesday, November 5, 2002
Veteran's Day
Monday, November 11, 2002
Thanksgiving Day
Thursday, November 28, 2002
Day After Thanksgiving
Friday, November 29, 2002
Christmas Day
Wednesday, December 25, 2002

Section 3.

The Employer has designated the following days as holidays for the year 2003:

New Year's Day
Wednesday, January 1, 2003
Martin Luther King's Birthday
Monday, January 20, 2003
Lincoln's Birthday
Wednesday, February 12, 2003
Washington's Birthday
Monday, February 17, 2003
Good Friday
Friday, April 18, 2003
Memorial Day
Monday, May 26, 2003
Independence Day
Friday, July 4, 2003
Labor Day
Monday, September 1, 2003
Columbus Day
Monday, October 13, 2003
Election Day
Tuesday, November 4, 2003
Veteran's Day
Tuesday, November 11, 2003
Thanksgiving Day
Thursday, November 27, 2003
Day After Thanksgiving
Friday, November 28, 2003
Christmas Day
Thursday, December 25, 2003

Section 4.

The Employer has designated the following days as holidays for the year 2004:

New Year's Day
Thursday, January 1, 2004
Martin Luther King's Birthday
Monday, January 19, 2004
Lincoln's Birthday
Thursday, February 12, 2004
Washington's Birthday
Monday, February 16, 2004
Good Friday
Friday, April 9, 2004
Memorial Day
Monday, May 31, 2004
Independence Day
Sunday, July 4, 2004
Labor Day
(celebrated Monday July 5, 2004)
Columbus Day
Monday, September 6, 2004
Election Day
Monday, October 11, 2004
Veteran's Day
Tuesday, November 2, 2004
Thanksgiving Day
Thursday, November 11, 2004
Day After Thanksgiving
Friday, November 25, 2004
Christmas Day
Saturday, December 25, 2004
(celebrated Friday Dec. 24, 2004)

Section 5.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus payment at straight time their regular rate of pay for all hours actually worked on the holiday, subject to the overtime provision set forth in this Agreement.

Section 6.

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

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

Section 7.

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 for approval by the Employer to be eligible for Holiday pay.

ARTICLE 16

SALARIES

Section 1.

Except for adjustments to salary ranges as herein provided, there shall be general wage increases applicable to all classifications covered by this agreement as follows:

Effective January 1, 2001:	1.5%
Effective June 23, 2001:	1.5%
Effective January 1, 2002:	3.5% in guide 4.0% at maximum
Effective January 1, 2003:	3.5% in guide 4.0% at maximum
Effective January 1, 2004:	3.5% in guide 4.0% at maximum

Effective January 1, 2001, employees at maximum shall receive a \$350.00 bonus added to base.

The number of step increments shall not be increased from their present amount for the duration of the Agreement.

Employees hired on or after September 1, 1995 at Runnells Specialized Hospital in the classifications of Food Service Worker, Health Insurance Benefits Clerk, Institutional Attendant/Certified Nursing Assistant, Laundry Worker and Ward Clerk, shall receive the salaries which are set forth in the Schedule attached as Exhibit D. Such employees shall move to the "mid and high" range in accordance with past practice, on the first pay period of the month of their annual

anniversary date. The foregoing movement shall be subject to the provisions of Section 4 of this Article.

Effective June 1, 2001, take charge pay for LPNs and Sr. LPNs shall remain equal to RN Charge Pay for the duration of this Agreement.

Effective January 1, 2001, Building Maintenance Workers at Rummells Specialized Hospital shall receive an additional increment in 2001 only on their anniversary date.

Mechanics with a Commercial Drivers License who are not currently placed in the proper range shall be adjusted effective the date of the receipt of the license. The classifications of Laborer, Sign Maker 2 and Traffic Maintenance Worker shall have the maximum increased by \$1200.00 for CDL license. In addition, effective January 1, 2001, employees in these classifications, not at maximum, shall move one additional increment on their anniversary date in 2001 only.

Mechanics assigned to work as Diesel Mechanics shall receive an annual \$798.00 stipend for the time assigned effective January 1, 2001.

The stipend for a CPA license shall be increased to \$650.00.

Effective January 1, 2001, Senior Security Guards shall receive a \$500.00 stipend for completion of the fire training course. All training for Security Guards shall be provided at County expense. When training is conducted during off-duty hours, employees shall be compensated at time and one-half. Effective January 1, 2001, Senior Security Guards with EMT certification shall receive a \$500.00 stipend. Senior Security Guards shall receive a \$1500.00 stipend for beeper pay. The Senior Security Guards will not call for overtime. If beeper duty is split between more than one employee, the stipend shall be pro-rated, (eg. 2 employees = \$750.00 each).

The principle is preserved herein that: (1) bargaining unit employees who retire during the year in which the contract is settled; (2) those employees who are on the active payroll at the time the contract is settled; and (3) employees who are on leaves of absence without pay who subsequently return to active service with the County are entitled to the retroactive pay and benefits negotiated for that contract, exclusive of the period of leave without pay.

Section 2.

The salary rates and ranges for classifications covered hereunder for the term of this Agreement shall be as set forth on Exhibit D and shall be retroactive to January 1, 2001. Salary increases and bonuses where applicable shall be pro-rated on an hourly basis for part-time employees as set forth in Exhibit D.

Section 3.

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

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

December 31st shall receive their salary increment as of July 1 except as provided in Section 1.

These provisions shall not be applicable to employees hired on or after September 1, 1995 in the classifications at Runnells Specialized Hospital specified in Section 1 of this Article. Instead, such employees shall receive rate of pay adjustments as provided in Section 1.

- (d) Step progression is based on merit consideration, subject to past practice and to the provisions of the performance evaluation system as herein set forth.
- (e) No employee shall be paid less than the starting rate or more than a maximum rate for his or her classification.

Section 4. Performance Evaluation -

The present practice shall continue as to the employee evaluation system. The exceptional performance bonus is eliminated.

Section 5.

Promotional salary increases shall consist of a minimum of the highest increment of either the new or old title.

Section 6.

Effective July 1, 1999, employees shall be paid on a bi-weekly basis. Direct deposit shall be made available to all covered employees.

ARTICLE 17

OVERTIME

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Overtime shall be equally distributed among employees in their respective departments as

is reasonably practical among those capable of performing the work to be done.

Section 6.

There shall be no pyramiding of premium time.

Section 7.

If an employee at Runnells Specialized Hospital is called in to work overtime, the employee shall receive at least four (4) hours pay.

ARTICLE 18

SHIFT DIFFERENTIAL

Section 1.

The Employer agrees to continue to pay shift premiums in the amounts and in accordance with the present practice as illustrated in exhibit "E".

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

Section 2.

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

Section 3.

Effective June 1, 2001, civilian posts working at the Jail shall receive a shift differential of \$.48 per hour for 4:00 PM-Midnight and Midnight-8:00 AM. There also shall be a weekend differential of \$.50 per hour.

Section 4.

Effective June 1, 2001, Laundry, Dietary, Building Maintenance Workers and Security Guards shall receive a weekend differential of \$.50 per hour.

ARTICLE 19

CALL IN PAY

Section 1.

An employee who is called in to do work in emergencies outside of his or her regular hours shall be guaranteed a minimum of four (4) hours pay at said employee's prevailing rate of pay under the terms of this Agreement. The prevailing rate of pay shall be in accordance with the terms set forth in the Overtime Article of this Agreement. It is understood and agreed, however, that only time actually worked will be counted as hours worked per week for purposes of computing overtime.

Section 2.

Employees of the Union County Children's Shelter shall be paid the sum of Three (\$3.00) Dollars an hour for "on call" service in accordance with the procedures for On-Call Process. The County reserves the right to utilize non-bargaining unit employees to cover on call shifts if necessary to provide adequate coverage.

ARTICLE 20

RETENTION OF EXISTING BENEFITS

Section 1.

Except as otherwise provided herein, all rights, privileges, and benefits which the employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable, except as otherwise expressly provided herein.

ARTICLE 21

NON DISCRIMINATION AND EQUAL EMPLOYMENT

Section 1.

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

Section 2.

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

LEAVE OF ABSENCE

Leave of absence without pay may be granted to permanent employees for good and substantial reasons such as education or maternity in accordance with the personnel policies of Union County. Requests for leave without pay must be submitted in writing by the employee to the Department Head.

Employees serving on leave of absence without pay under circumstances that qualify under The Family and Medical Leave Act of 1993 (FMLA) and the New Jersey Family Leave Act (NJFLA) will have such leave considered to be taken under and in accordance with the applicable provisions of the FMLA or the NJFLA with all current amendments. The County's Policy governing Family and Medical Leaves shall be incorporated as if set forth fully herein.

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 23

WORK RELATED INJURY

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

- (a) The employee shall notify his Department Head and the Personnel Office of the work related injury or illness.
- (b) If the County's Workers Compensation insurance carrier does not dispute the causal

relationship between the employment and the injury or illness, the employee shall be paid his or her full pay up to the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation provided the employee turns over to the County any checks received for temporary disability benefits. If the employee receives an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period herein above shall be extended up to one hundred eighty (180) calendar days.

(c) After the first ninety (90) calendar days or one hundred eighty (180) calendar days, as the case may be, from the date of the injury or illness, as hereinabove defined, the employee shall have the option to charge his or her sick leave accumulation and receive full pay provided the employee turns over all Workers' Compensation temporary disability checks to the County or the employee shall have the option to retain all such Workers' Compensation checks and not receive any additional monies from the County. If the latter option is chosen, there shall be no charge to the employee's sick leave accumulation, and the employee shall be considered as on leave of absence without pay.

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

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

(f) The County shall provide transportation for the initial visit to a doctor's office or to a hospital for an employee at work who becomes sick or is injured, where such doctor or hospital visit is necessary and no other means of transportation is available.

ARTICLE 24

MISCELLANEOUS

Section 1.

Employees who receive standby payment will continue to receive the sum of Two (\$2.00) Dollars per hour. Effective January 1, 1996, the standby payment shall be increased to Three (\$3.00) Dollars per hour.

Section 2.

Employees who heretofore received meal money will continue to receive a meal allowance. Effective upon execution of this Agreement, bargaining unit employees shall be entitled to receive a meal allowance of \$7.50 provided they a) worked three (3) hours of overtime after their regularly scheduled work day or b) worked five (5) consecutive hours on a non-regularly scheduled work day, or c) worked five (5) consecutive hours when called in for overtime.

Effective January 1, 2001, Juvenile Detention Officers shall receive \$350.00 per year for

meal allowance. In 2001 only, Juvenile Detention Officers shall receive an additional \$350.00 for 2000. Juvenile Detention Officers required to work an overtime shift beyond their normal shift shall receive an additional \$1.35 per shift providing they work more than four (4) hours.

Security guards on the second and third shift shall be able to send one Guard out to purchase a meal provided the Ruotolo Building is locked.

Effective January 1, 2001, Children's Shelter workers required to stay second and third shift shall receive annual meal allowance on a pro-rata basis, e.g., \$29.00 per month, retroactively for each month required.

Section 3.

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

Section 4.

The current differential of One Thousand (\$1000.00) Dollars given to the title of Senior Laundry Worker as of January 1, 1991 shall be maintained during the term of this Agreement.

Section 5.

The County shall provide an allowance of Eighty-Five (\$85.00) Dollars per annum toward the purchase of work shoes to employees who received such an allowance in 1994, except Institutional Attendants/Certified Nursing Assistants, and shall also provide that shoe allowance to Juvenile Detention Center Officers, Senior Juvenile Detention Center Officers and non-clerical staff in the Bureau of Voice and Print Communications.

Section 6.

The County shall continue to provide an annual allotment for four (4) pairs of pants and four (4) shirts for all "Blue Collar" employees with the exception, however, that no such allotment will be given to LPNs and Institutional Attendants/Certified Nursing Assistants. Any existing practices for employees presently receiving a uniform allocation shall be maintained.

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

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

- A. Classifications at Rummells Specialized Hospital:
 - 1. Driver - Omnibus Driver, Truck Driver and Equipment Operator
 - 2. Laborers

3. Maintenance Repairer

- (a) General
 - (b) Carpenters
 - (c) Electricians
4. Storekeepers

B. Classifications at County Administration Building:

- 1. Carpenter
- 2. Electrician
- 3. Electrician Helper
- 4. Glazer
- 5. Building Maintenance Worker
- 6. Senior Building Maintenance Worker
- 7. Assistant Supervising Carpenter
- 8. Assistant Supervisor Building Services
- 9. Security Guards
- 10. Mason - Plasterer
- 11. Maintenance Repairer

The County shall continue to provide three (3) uniforms to those bargaining unit employees with the title of Juvenile Detention Officer and Senior Juvenile Detention Officer. The County shall also provide each Juvenile Detention Officer and Senior Juvenile Detention Officer with quality jackets and embroidered badges. The County agrees to supply Juvenile Detention Officers with

uniforms from 1999. In addition, the uniforms for the year 2000 will include a patch on the breast pocket as well as a hat with a patch. The nature and type of uniform and jacket shall be at the sole discretion of the County. Uniforms shall be replaced upon proof of need of such replacement. The County shall provide each Juvenile Detention Officer and Senior Juvenile Detention Officer with \$100.00 per year to cover the costs associated with the cleaning of uniforms, effective January 1, 1999.

The County shall provide all Security Guards and Maintenance employees with rain gear and boots. The nature and type of rain gear and boots shall be at the sole discretion of the County. All employees receiving the aforesaid uniforms and/or jackets are required to wear and to properly maintain such uniforms and/or jackets.

The County shall continue to provide a uniform allowance for Institutional Attendants/Certified Nursing Assistants at Runnells Specialized Hospital. The nature, type and color of uniform shall be at the sole discretion of the County. The employee will voucher the County for the cost of uniforms. The maximum cost of uniforms per employee per year for which the County shall be responsible is as follows:

Full-Time Employees	Part-Time Employees
2001 - \$255 per year	2001 - \$155 per year
2002 - \$280 per year	2002 - \$180 per year
2003 - \$305 per year	2003 - \$205 per year

Employees will be reimbursed for irreparable damage to clothing or glasses which occurs on the job by a person or persons in the care or custody of the employee sustaining the damage. The

maximum reimbursement for which the County will be responsible will not exceed Thirty-Five (\$35.00) Dollars for clothing per incident and One Hundred (\$100.00) Dollars for glasses per incident.

Effective June 1, 2001, the County agrees to pay 50% of the cost of prescription safety glasses, where necessary, one time during the contract term for each employee in the Department of Operational Services.

Section 7.

The County of Union, at its own expense, agrees to supply uniforms to employees employed at Runnells Specialized Hospital in the laundry room, housekeeping, maintenance and dietary divisions, as well as Admission Clerks, Account Clerks and Ward Clerks.

Section 8.

During the term of this Agreement, the County shall continue its policy that all journeymen and craftsmen who take a course germane to their employment with the approval of the Department Head shall receive a tuition reimbursement provided they receive a passing grade in the course of approval.

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

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

Section 9.

Effective January 1, 2001, Institutional Attendants/Certified Nursing Assistants and Ward Clerks employed at the Runnells Specialized Hospital shall be afforded the same educational benefits as set forth in the LPN Agreement annexed hereto as Exhibit A. CNA re-certification shall be paid directly to the vendor, provided said vendor is willing to follow the County voucher process.

Section 10.

The work schedule for the classification of Institutional Attendant/Certified Nursing Assistant shall continue to be extended 15 minutes at the end of the work shift and the assigned lunch period for each specific shift shall be increased from 30 minutes to 45 minutes. Effective upon the execution of this agreement, the following shift hours shall be implemented:

6:45 a.m. to 3:00 p.m. or 7:00 a.m. to 3:15 p.m.

2:45 p.m. to 11:00 p.m. or 3:00 p.m. to 11:15 p.m.

10:45 p.m. to 7:00 a.m. or 11:00 p.m. to 7:15 a.m.

Each Institutional Attendant/Certified Nursing Assistant shall select either the beginning or end of shift overlap. The selection will be in effect for a minimum of six (6) four-week schedules. Thereafter, the Institutional Attendant/Certified Nursing Assistant may select a change in starting time, again, such selection shall be in effect for a minimum of six (6) four-week schedules. In the event that all Institutional Attendants/Certified Nursing Assistant on a shift assigned to one 'unit' select the same start time, a unit reassignment shall be made by the Director of Nursing based upon seniority, if there is a conflict, in order to insure resident safety and a complete report from the off-going shift to the on-coming shift.

Within six (6) months of the execution of this Agreement, for a three (3) month trial period, full-time CNAs will have every other weekend off providing that part-time CNAs work every weekend. At the conclusion of the trial period, the Union and the County will review the success or failure of this schedule. After this review, the schedule will either continue or be abolished.

CNAs assigned to the Runnells Psychiatric Unit shall receive the internal designation CNA-Psychiatric. Incumbent CNAs shall receive first consideration (not a guarantee of placement), for positions in the new Runnells Psychiatric Unit.

Section 11.

The County and the Association agree to form a Labor Management Committee for the purpose of discussing mutual concerns. The Committee shall meet four times a year, dates to be mutually agreed upon. The Committee shall consist of six members, three of whom are to be designated by the County Manager and three of whom are to be designated by the President of the Association. The County and the Association shall each submit an agenda of items to be discussed at any such meeting one week in advance to the County Manager and the President of the Association. It is expressly recognized that this Committee shall not have any authority to modify or amend the terms and conditions of the parties collective negotiations agreement and shall act solely as an advisory body.

Section 12.

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

The County will make every effort to provide each employee with a balance of

compensatory time, sick time, etc., on a quarterly basis.

If possible, the County agrees to provide a printout demonstrating the difference between full members and agency shop fee payers.

The County agrees to provide the Union with any memos or official documents affecting the terms and conditions of employment for Union employees at least seven (7) days before implementation.

Departments with Union members engaging in shift bidding or overtime bidding should post seniority lists for these purposes.

Section 13.

Employees working in titles that require Commercial Drivers License (CDL) must obtain and maintain CDL as a condition of employment. The Employer shall pay the cost for obtaining such license.

Section 14.

Effective June 1, 2001, the Drug Prescription Plan shall be modified as follows:

- (a) Co-payment provisions shall be:
 - \$15.00 co-pay per prescription for brand name where generic is available
 - \$10.00 co-pay per prescription for brand name where no generic is available or brand name is required by the doctor
 - \$5.00 co-pay per prescription for generic
 - \$3.00 co-pay for mail order prescription
- (b) The prescription network known as "Medco" (CCN II Network) will be implemented.

There shall be no flow through of prescription co-payments to the Major Medical portion of the health insurance coverage.

Section 15.

During the term of this Agreement, effective June 1, 2001, the County shall continue to contribute the sum of \$100.00 Dollars per employee per year towards the cost of a Disability Plan that provides a weekly benefit of Three Hundred Dollars (\$300.00) for twenty-six weeks. The County shall pay the difference in cost associated with increasing the weekly disability benefit from Two Hundred Seventy Five Dollars (\$275.00) to Three Hundred Dollars (\$300.00).

Section 16.

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

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 \$1,000.00. Employees shall also have an option to select coverage under the 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.

Section 17.

The Employer reserves the right to change or modify existing carrier or carriers that provide health benefits, disability benefits, dental benefits or drug prescription benefits at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give reasonable notice to the Association of its intention to change any such carrier before implementation and will meet with representatives of the Association before implementation.

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

- 1. Deductible for any one benefit period shall be Two Hundred (\$200.00) Dollars for each employee and a total amount of an additional Two Hundred (\$200.00) Dollars for eligible dependents. Effective January 1, 2003, the deductible for any single benefit period shall be reduced to \$100.00 for each employee and an additional amount of \$200.00 for

eligible dependents.

2. Co-payment by Employees for Major Medical coverage shall be twenty (20%) percent of the first Five Thousand (\$5000.00) Dollars of eligible expenses.
3. Preadmission review (PAR) with fifty (50%) percent cutback and mandatory second surgical opinion (MSSOP) with fifty (50%) percent cutback.

Effective October 1, 1995, or as soon thereafter as possible, the Horizon Blue Cross/Blue Shield Health Insurance coverage program known and designated as "Blue Select" will replace the traditional indemnity health insurance coverage currently being provided by the Employer. Employees who retire after implementation of the "Blue Select" plan will be able to submit prescription charges to that plan in the same manner and under the same terms and conditions as current retirees are able to submit their prescription charges.

Effective June 1, 2001, employees in the Horizon PPO Plan shall contribute towards the cost of doctor's office visits as follows:

	June 1 2001	Jan 1 2002	Jan 1 2003	Jan 1 2004
	\$5.00 per visit	\$5.00 per visit	\$10.00 per visit	\$10.00 per visit

Effective June 1, 2001, the Out of Network Cost Share for the Blue Select Plan shall be 70/30.

Effective April 1, 2001, all current employees shall contribute \$10.00 per month towards the cost of health insurance coverage. Employees earning over \$55,000 per year shall contribute \$25.00 per month towards the cost of health insurance coverage.

Employees hired after June 1, 2001 shall be eligible for health insurance coverage through PHS or Blue Choice only. In addition, new employees shall contribute \$15.00 per month for single coverage and \$25.00 per month for family coverage. The contribution shall be increased by the proportionate annual increase in the plan cost. Employees may opt for a different plan at their own expense (difference between the average annual cost of PHS and Blue Choice and the chosen plan). In the event these plans are changed during the term of this agreement, new employees shall receive the least expensive of the then available plans.

Section 18.

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

part hereof.

Section 19.

Home Detention Officers/Community Youth Workers shall work forty (40) hours per week. In addition to this work schedule, Home Detention Officers/Community Youth Workers shall work an additional twenty-five (25) hours per week. Fifteen (15) of these twenty-five (25) hours shall be spent on-call and Home Detention Officers/Community Youth Workers shall receive compensation at the rate of \$3.00 per hour for each on-call hour. The remaining ten (10) hours shall be paid in the form of compensatory time in the amount of ten (10) hours.

Section 20.

Effective June 1, 2001, the County agrees to pay the Union \$1500.00 per year to cover mailing expenses in lieu of union notifications via paychecks. The Union shall not use inter-office mail for Union business.

Section 21.

The parties agree to form a non-binding committee to review and make recommendations regarding titles and ranges.

Section 22.

Effective upon execution of this Agreement, records of minor and major discipline will remain on file but will not be used for the purposes of further discipline after five (5) years of a clean record on the same or similar issues.

Section 23.

The current Attendance Bonus for LPNs and Senior LPNs shall also apply to Dietary,

Laundry, Institutional Attendants, Building Maintenance Workers and Ward Clerks.

ARTICLE 25

SAVINGS CLAUSE

Section 1.

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

ARTICLE 26

FULLY-BARGAINED AGREEMENT

Section 1.

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

ARTICLE 27

DURATION

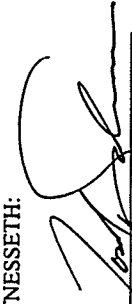
Section 1

This Agreement shall be in effect from January 1, 2001 through December 31, 2004.

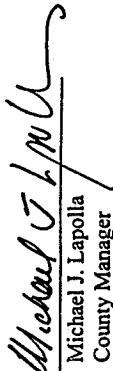
If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 16th day of May, 2001.

WITNESSETH:


Joseph L. Salemm, Director
Administrative Services

COUNTY OF UNION

By: 
Michael J. Lapolla
County Manager

ATTEST:

UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE
ASSOCIATION


By: 
Marlene Grant, President

WITNESSES FOR UNION COUNCIL NO. 8
NEW JERSEY CIVIL SERVICE ASSOCIATION

By: 

By: 
George Wilk

By: 

By: 
Patricia Devero