

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

EFFECTIVE: JULY 1, 2006 THROUGH JUNE 30, 2009

Prepared By:
Conventus Labor Consulting LLC
773 Clark Street
Westfield, NJ 07090
908-967-2153

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PREAMBLE

THIS AGREEMENT, effective July 1, 2006, is entered into by and between the COUNTY OF UNION (hereinafter referred to as the "Employer") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, 1030 St. Georges Avenue, Avenel, New Jersey (hereinafter referred to as the "Union").

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

ARTICLE 1

RECOGNITION

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

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

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

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Supervising Clerk Typist
Supervising Data Entry Machine Operator
Supervising Receptionist
Telephone Operator

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

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

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

Accountant
Accounting Assistant
Community Interpreter
Paralegal Specialist
Principal Data Control Clerk
Senior Accountant

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Supervising Clerk Transcriber

Interpreter

All bilingual titles of titles presently covered by this recognition clause

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

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

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

ARTICLE 2

MANAGEMENT RIGHTS

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

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

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ARTICLE 3
UNION RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

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

Section 4.

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

Section 5.

Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the Director, Division of Social Services, will be allowed by the Employer

to take a leave without pay to participate in union conferences, conventions, and to conduct other Union business. Members of the Executive Committee will be allowed to take a total not to exceed thirty-five (35) days of leave without pay per contract year. Executive Committee members shall receive five (5) additional unpaid union days.

Section 6.

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

Section 7.

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

ARTICLE 4

DUES CHECK OFF

Section 1.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct dues from the second pay check of every month. It is further agreed that the Employer shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. Dues shall be such amounts as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

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

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

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Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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ARTICLE 5
HOURS OF WORK

Section 1.

The normal work week from July 1, 2006 through June 30, 2009, shall consist of thirty-five (35) work hours per week, seven (7) hours per day, and five (5) days per week, Monday through Friday, (8:30AM to 4:30PM).

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

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

Section 2.

The parties to this Agreement recognize the need for caseworkers to have scheduled time for the purpose of case processing and other necessary paperwork. Seven hours per week will be allotted as paperwork time to each re-determination worker. Providing caseload, staffing, and scheduling conditions permit, as determined by the Director, every effort will be made to:

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

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

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

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processing of cases.

Section 3.

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

Section 4. Alternate work schedule.

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

- 1) An alternate work week shall be offered to all employees, and participation will be voluntary;
- 2) The alternate work week will consist of a compressed work week of four days. Days off will be scheduled on all days except Thursday, which will be a fully staffed day.
- 3) The new hours of the alternate work schedule shall not create any overtime even though the terms of this Agreement might provide for overtime in some instances. Instead, the schedule is intended to reflect the current 35 hours per week contractual arrangement with a modification of when those hours are worked for the volunteers of this program. Specifically, hours for the four day week staff will be 8:15 a.m. to 6:00 p.m. with one hour for lunch and two daily break periods. The two (2) daily breaks shall be 10 minute intervals, one in the morning and one in the afternoon.
- 4) If a holiday falls on a scheduled work day, one and three fourths (1 ¾) hours will be deducted from vacation time. If a holiday falls on a day off, seven (7) hours of vacation time will be credited. Vacation, sick and personal time will be calculated in hours.
- 5) Choice of days off shall be governed by an employee's seniority in the County. However, if a particular unit consists of less than five (5) employees, County seniority within the unit shall govern choice of days off. All requests shall be reviewed and determined

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solely by the Director, not his/her designee. Copies of the compressed workweek requests and compressed workweek schedule shall be given to the CWA president.

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

Section 5. Flex Time Schedule

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

Section 6. Management-Labor Committee

The parties agree to establish a committee for the purpose of addressing issues relative to the processing of cases. The committee shall meet within two months after the execution of the collective bargaining agreement. Within four (4) months thereafter, the committee shall make a joint recommendation to the County Manager. Within two (2) months after the recommendation has been received by the County Manager, the County Manager shall make a decision on the recommendation submitted.

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

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

Section 2.

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

Section 3.

Sick leave is earned in the following manner:

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

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

Section 4.

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

Section 5.

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

Section 6.

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

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

Section 7.

Employees may take sick time in units of hours.

ARTICLE 17

AUTOMOBILES

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

ARTICLE 18

EDUCATION ASSISTANCE

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

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

ARTICLE 19

HEALTH BENEFITS

Section 1.

Employees shall be covered under the County health benefit plan with Horizon Blue Cross/Blue Shield or, at the election of the employee, enrollment in, Aetna U.S. Healthcare, 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 30 days prior notice to the President of Local 1080 of its intention to change any such coverage.

Employees in Horizon PPO (Blue Select) shall contribute \$10 per visit towards the cost of doctor's office visits as follows:

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

Effective June 1, 1994, or as soon thereafter as practical, employees under this Agreement shall be covered by the Blue Select program of Blue Cross/Blue Shield of New Jersey, or, at the election of the employee, enrollment in Aetna U.S. Healthcare, the approved HMO. The Employer will pay the additional cost for HMO coverage that exceeds the cost of Blue Select for the period through January 31, 1997; thereafter, the payment of any additional cost for HMO coverage beyond the cost of Blue Select shall be the responsibility of the employee.

Effective May 1, 2007 Direct Access shall replace Horizon PPO with current

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co-pays:

- \$10.00 co-pay for in network services – doctor’s office visits only
- \$10.00 co-pay for all out of network services – Employee will be reimbursed for 30% differential less \$10.00 co-pay per service, upon applying to TPA (Third Party Administrator) for reimbursement. TPA shall reimburse employee within ten (10) days of date of submission of claim

Horizon HMO and POS plans shall be eliminated. HealthNet POS shall be maintained for new employees or any employee wishing to participate. Horizon PPO 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. Employees promoted with HealthNet POS as their basic plan may participate in Horizon PPO or Direct Access at their expense.

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

Employees hired after July 1, 2003 shall maintain the existing contribution schedule; however, those earning over \$55,000 shall contribute as above with those contributions being increased by the proportionate annual increase in the plan cost.

Section 2. Prescription Plan.

Employees shall be covered under the Employer's drug prescription plan, which shall include contraceptive coverage. The co-payment provisions for the prescription plan shall be:

- (1) \$15.00 co-pay per prescription for brand name when physician does not specify brand-name only

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- (2) \$10.00 co-pay for brand name when the physician specifies brand name only
- (3) \$5.00 co-pay for generic
- (4) \$3.00 co-pay per prescription for mail order prescription.

The prescription network known as Medco (CCNII Network) will be implemented.

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

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

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

Section 3. Retiree Benefits.

The following benefits shall continue to be extended to all employees covered by the recognition clause of this Agreement subject to the following terms and conditions:

(a) Employees must have been actively employed by the County of Union, including service with the former Board of Social Services on or after July 1, 1987 and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County of Union, including service with the former Board of Social Services, or retire and reach the age of 62 years or older with at least 15 years of services where the retirement has been shown to the reasonable satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify

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for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the Division of Social Services to verify that no other source of insurance coverage is provided for them.

(b) 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 in section A hereinabove as follows:

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

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

(c) 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. 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 retirees submitted their prescription charges prior to implementation of "Blue Select."

Section 4. Dental.

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

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

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

Section 5. Disability Protection.

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

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

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

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

Section 6. Extension of Benefits.

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

Section 7. Effective May 1, 2007 the Health Benefit Buyout Option shall be increased from \$2500 to \$5000 for Family Coverage and \$1800 for Single Coverage from another source.

Section 8. Effective May 1, 2007 an Eye-Care Plan shall be implemented through the VSP Plan for employees only and the premium will be paid 100% by the County. Employees may enroll family members at their expense through payroll deduction.

ARTICLE 20

HEALTH & SAFETY

Section 1.

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

Section 2.

The Employer agrees to make every reasonable effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with federal, state and local health and safety laws and regulations. When a health and

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safety violation occurs that requires corrective action by a landlord, the Director of Social Services will promptly notify the landlord of the problem, and provide the Union with a copy of the notice. The Union will be informed of the response of the landlord within two (2) working days after receipt.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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Section 7.

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

Section 8.

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

Section 9.

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

ARTICLE 21

SALARIES AND COMPENSATION

Section 1.

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

(a)	July 1, 2006	In-Guide	3.25%
		Max	3.75%
(b)	July 1, 2007	In-Guide	3.25%
		Max	4.00%
(c)	July 1, 2008	In-Guide	3.25%
		Max	4.00%

The above increases are reflected in Schedule E annexed hereto.

All bargaining unit employees will be paid pursuant to the ranges set forth in Schedule F annexed hereto.

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

Section 2.

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

Section 3.

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

Employees hired in the HSS1 title between July 1, 2003 and April 1, 2004, shall be placed on step one (1) of the three-step HSS1 guide created July 1, 2003. Effective April 1, 2004, those employees shall be moved to step one (1) of the two-step HSS1 guide created April 1, 2004. All employees affected shall change their anniversary dates to April 1st. Employees hired on or after April 1, 2004, shall be placed on step one (1) of the two-step HSS1 guide, and shall maintain an anniversary date in accordance with Article 22, Section 1.

Section 4.

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

Section 5.

Effective January 1, 2001, employees shall be paid on a bi-weekly basis. Dues shall be deducted from the second paycheck of the month.

ARTICLE 22

INCREMENTS AND CLASSIFICATION CHANGES

Section 1.

Effective July 1, 2006 through June 30, 2009 all employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

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

Section 2.

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

In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned as indicated in Section 1

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above. The new anniversary date shall be assigned on the basis of the effective date of the salary increase in the same manner as indicated in Section 1 for newly-hired employees.

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

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

ARTICLE 23

LONGEVITY

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

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

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

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

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

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

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

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

ARTICLE 24

PERSONNEL FILES

Each employee shall be given the opportunity to review the contents of his/her personnel file upon request to the Director, Division of Social Services or his designee at a time reasonably convenient to the parties. Anything to be placed in the employee's file shall first be shown to the employee and initialed by the employee as proof of notification. The employee shall have the right to respond to any document in his/her personnel file and to be provided a copy of same.

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

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

ARTICLE 25

NO STRIKE/NO LOCKOUT

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

ARTICLE 26

FULLY BARGAINED AGREEMENT

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

ARTICLE 27

SEVERABILITY

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

ARTICLE 28

MISCELLANEOUS

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

ARTICLE 29

EQUAL EMPLOYMENT

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

ARTICLE 30

EMPLOYEE DRUG TESTING PROCEDURES

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

ARTICLE 31

WORKPLACE VIOLENCE

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

ARTICLE 32

TRAINING

1. The Employer agrees that there shall be an orientation period to properly train all new clerical personnel hired.
2. Time not to exceed forty-five minutes, in the aggregate per Article 3, Section 2, shall be allocated at a training session for new employees to allow an authorized Union representative to explain the contents and benefits of a Union negotiated agreement and to discuss the benefits of Union affiliation.
3. Employees shall be made aware through a training session that services are available

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- to them for alcohol, drug, gambling, and stress related problems.
4. The Public Assistance Staff Development Program is governed by regulations promulgated by the New Jersey Department of Human Services, Division of Family Development in accordance with N.J.A.C. 10:109. The Employer agrees to follow these regulations that provide for increasing the competence of staff in order to assure the highest quality of service to the public.
 5. The Union will be permitted to provide training ideas and suggestions to the Employer.

ARTICLE 33

DURATION

Section 1.

This Agreement shall become effective on July 1, 2006 and shall remain in full force and in effect until June 30, 2009.

Section 2.

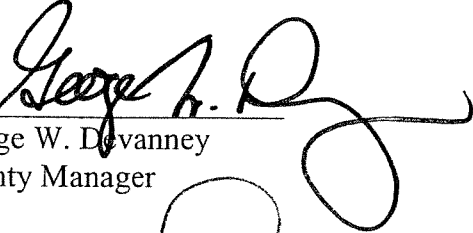
The Agreement shall be renewed, except for those provisions which specifically terminate as indicated in the Agreement, from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to June 1, 2009 or June 1 or any succeeding year for which the Agreement has been renewed.

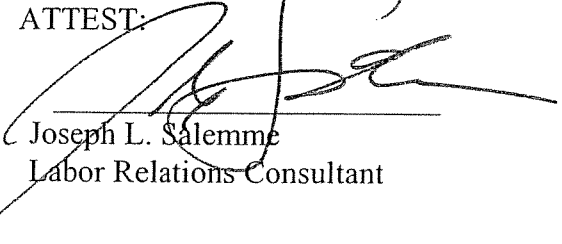
Section 3.

The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2009 subject to the provisions above. Both parties shall be in contact with each other by March 15, 2009 to schedule a meeting to be held prior to the April board meeting to exchange in writing their proposals, if any, for the successor agreement. Each party may have a negotiating team not exceeding five (5) members of each party. Each party to this Agreement may, by mutual consent, modify upward or downward the number of members for each team.

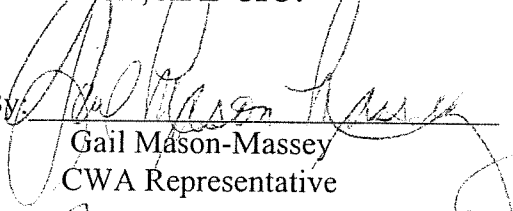
IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective Officers, or Agents, on this 19th day of October, 2007.

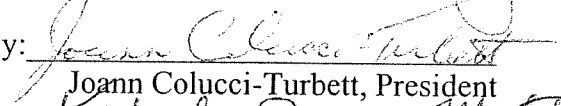
THE COUNTY OF UNION :

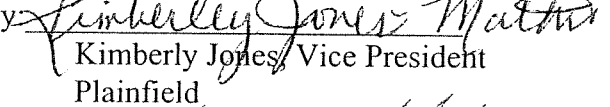
By: 
George W. Devanney
County Manager

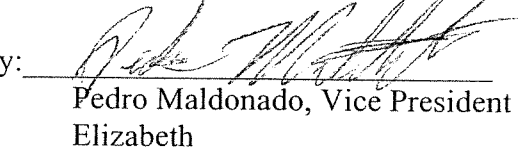
ATTEST: 
Joseph L. Salemme
Labor Relations Consultant

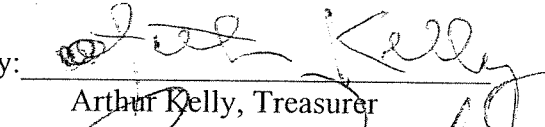
COMMUNICATION WORKERS OF AMERICA, AFL-CIO:

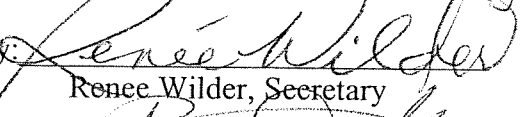
By: 
Gail Mason-Massey
CWA Representative

By: 
Joann Colucci-Turbett, President

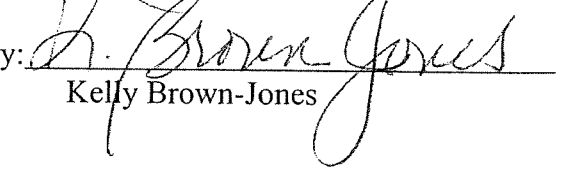
By: 
Kimberly Jones, Vice President
Plainfield

By: 
Pedro Maldonado, Vice President
Elizabeth

By: 
Arthur Kelly, Treasurer

By: 
Renee Wilder, Secretary

By: 
Rita Steed

By: 
Kelly Brown-Jones

SCHEDULE A

UNUSED SICK LEAVE PAYMENT REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. DEATH OF AN EMPLOYEE:

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

4. DISABILITY RETIREMENT:

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

5. RETURN TO SERVICE AFTER RETIREMENT:

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

6. LEAVE WITHOUT PAY:

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

7. COMPUTATION:

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

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

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

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

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

(c) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service

as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.

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

8. GENERAL PROCEDURES:

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

SCHEDULE B

PUBLIC ASSISTANCE STAFF DEVELOPMENT PROGRAM

1. Objectives for the public assistance staff development program.

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

2. County welfare agency training and staff development personnel.

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

3. Training advisory committee.

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

4. Components of the staff development and training program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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and/or stipend received for part-time or full-time education pursuits shall not exceed a continuous work commitment to the agency of two years.

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

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

5. Contract Services.

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

6. Supplemental Fund for Education and Training

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

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

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

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

SCHEDULE C

TUITION REIMBURSEMENT AGREEMENT
SERVICE COMMITMENT

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

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

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

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

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

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

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

EMPLOYEE

DIRECTOR

DATE

DATE

SCHEDULE D

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

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COUNTY OF UNION

DRUG AND ALCOHOL ABUSE POLICY

I. Introduction

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

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

II. Definitions

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

III. Drug and Alcohol Screening

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

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

2. Employees:

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

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

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

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

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

- B. It is the responsibility of the County's supervisors to counsel employees whenever they see a change in the performance or behavior that suggest an employee has an alcohol or drug problem. In the event a supervisor has a reasonable suspicion to believe an employee is under the influence of alcohol or drug use he or she shall

complete a form outlining the reasons for the suspicion that will immediately be forwarded to the Director of Personnel. A copy of this form will also be given to the employee upon his/her request and to the Union, if properly authorized by the employee. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and should encourage anyone who may have an alcohol or drug problem to seek help.

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

3. Disciplinary Actions:

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

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

The goal of this policy is to balance the respect of the individual with the need of the County to maintain a safe, productive, and an alcohol/drug free environment.

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

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

4. Rehabilitation and Follow-Up Testing:

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

5. Medication or Prescribed Drugs:

If an employee takes an over the counter medication or prescription drug, they must first consult with their medical professional to determine whether this

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

IV. Responsibility

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

V. General Methods and Procedures for Drug Screening

1. Urinalysis will be the primary method for drug screening of applicants and full time employees.
2. All sample(s) will be used for drug testing only, and not for any other purposes.
3. Established quality control and chain of custody procedures must be maintained throughout the entire testing process, from sample acquisition to delivery at the laboratory.
4. All urine samples obtained from applicants and full time employees will be delivered to a certified laboratory for analysis. Upon his/her written request the employee will be provided with the name, address and telephone number of all certified laboratories which will be utilized by the County for initial screening and independent testing and confirmation analysis, and to the union, if properly authorized by the employee.
5. No adverse action will be taken against an applicant or full time employee until the laboratory preliminary analysis and subsequent follow-up and/or confirmation have been reported to the County.

6. Laboratory Method-The certified laboratory will be the sole facility for both the initial screening and confirmation analysis of urine. Florescence polarization immunoassay (Adx) and enzyme multiplier immunoassay (EMIT) are currently used as initial drug screening procedures. Gas chromatography-mass spectrometry is used to confirm all positive results of initial screening procedures. As new procedures are developed and prove to be more reliable and efficient, as alternatives they may be adopted as procedures for this policy.
7. Preliminary Acquisition Procedures-Prior to the submission of a urine sample, the applicant/employee will be asked to fill out a medical questionnaire which clearly describes all medications, both prescribed by a physician or available over the counter (non prescription) which they ingested during the past 96 hours.
8. Specimen Acquisition Procedure:
 - A. The County's physician or other designee (Official Monitor) will be responsible for ensuring that all related forms such as waivers, laboratory forms, and medical questionnaires have been thoroughly and accurately completed by the applicant/employee. Prior to the submission of the sample(s), both the official monitor and applicant will inspect the specimen bottle(s) packet(s) for indication of pre-void tampering.
 - B. Generally, the applicant/employee will submit the urine sample in the presence of the official monitor. On those rare occasions when the applicant is not able to provide a sample in the presence of the official monitor, the County may choose to permit the applicant to provide a sample without the witness, so long as applicant makes deposit of sample where there is a room that does not contain access to water or other additives.
 - C. The official monitor will always be of the same sex as the applicant/employee being tested.
 - D. Urine samples will be processed in accordance with chain of custody procedures. Throughout the urine acquisition process, the sample(s) will only be identified by use of the individuals Social Security Number (SSN#). No form forwarded to the laboratory will contain the applicant's/employee name.
 - E. The applicant/employee will complete the information requested on any related County or laboratory forms and will put their Social Security Number, initials, and date on the specimen bottle label(s). After the official monitor has inspected the information for accuracy, the applicant/employee will unseal the specimen bottle packet(s), affix

label(s) to bottle(s), and void approximately fifty (50) ml. of urine into the specimen bottle. The applicant/employee will secure the cap(s) of the specimen bottle(s) and will seal the sample by wrapping evidence tape around the bottle(s), vertically up one side, across the cap, and down the other side. The applicant/employee will then put his/her Social Security Number, initials, and date on the evidence tape and surrender the specimen to the official monitor.

- F. After ascertaining that all forms have been completed accurately and after serving as witness to the void, the official monitor shall take possession of the sample(s). The sample(s) shall be placed in a controlled access refrigerator storage area. One (1) sample will be delivered to a certified laboratory. This delivery shall occur within one laboratory working day from acquisition. The other sample will remain in the controlled access refrigerator to be used for possible independent testing, in the event it is determined that the sample is confirmed to be positive for the presence of illegal drugs. This specimen will be retained only as long as all disciplinary and criminal proceedings have exhausted.

9. Drug Screening Results:

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

VI. General Methods and Procedures for Alcohol Testing

1. The Breathalyzer will be the initial method for the screening of employees for alcohol content, to be administered by a qualified police officer of the County of Union. The results will be shared with any federal, state, county or local law enforcement or agency only if the employee is alleged to have caused, or threatened to cause personal injury and/or damage to property subject to criminal or civil liability, or a legally executed subpoena requiring disclosure is served upon the employer. Otherwise, all records will be kept confidential and solely kept by the County Manager or his/her designee as stipulated in Section III.2.C.

2. Blood alcohol testing will be the primary method for verifying alcohol content.
3. All Breathalyzer and blood test samples will be used for alcohol testing \ only, and not for any other purposes.
4. Established quality control and chain of custody procedures must be maintained throughout the entire process, from sample acquisition to delivery at the laboratory.
5. All blood samples obtained from employees will be delivered to the County designated physician or laboratory for analysis. The employee and the union, if properly authorized by the employee, will be provided with the name, address and telephone number of the designated physician or certified laboratory/laboratories which will be utilized by the County for blood sample analysis.
6. No adverse action will be taken against an employee until the County designated physician/laboratory preliminary analysis and subsequent confirmation and follow-up from independent testing, if the employee so requests have been reported to the County.
7. The following methods and procedures apply when an employee submits to alcohol testing through blood samples for the purpose of determining alcohol content in the blood. Employees will be required to submit a blood sample after having been given a breathalyzer test, based upon a supervisor's reasonable suspicion that the employee has consumed alcohol while on duty, or is in any way impaired while on duty due to alcohol consumption, and has received a positive result from the breathalyzer test.
 - A. Alcohol screening through blood testing will be conducted when an employee has received a positive test result from a breathalyzer. Any employee who has reasonable suspicion to believe that a fellow employee has consumed alcohol while on duty, or is in any way impaired from alcohol consumption, should immediately bring that fact to their immediate supervisor. All such reports must be kept confidential by supervisory and administrative staff of the Division. Employees reporting reasonable suspicion will not be required to testify at any disciplinary, civil, and/or criminal proceedings, which may result from such report. Any employee who produces a confirmed positive test result for alcohol consumption and positive follow-up independent testing if the employee so requests may be subject to disciplinary action. They may be granted, upon request, and at the sole discretion of the County, an unpaid medical leave of absence to obtain counseling and or medical treatment for alcohol

problems. It is strongly suggested that the employee seek out the services of the County's Employee Assistance Program (EAP) by contacting Intervention Strategies International at (800) 663-0404. The length of the unpaid leave is at the sole discretion of the County. Employees who produce a second or subsequent test result indicating alcohol consumption will be subject to disciplinary action, up to and including termination.

- B. Any employee who refuses to provide a blood sample upon a lawful request made upon individualized reasonable suspicion may also be dismissed.
- C. The County designated physician/laboratory will be the sole facility for the blood alcohol testing.
- D. Before an employee is ordered to submit a blood alcohol test, the County will have prepared a Confidential Report which documents the basis for reasonable suspicion. The individual whose approval is necessary to order the blood alcohol test shall base their decision on the contents of this confidential report.
- E. Prior to submission of the blood sample, the employee must complete a medical questionnaire which clearly describes all medicines, both prescribed by a physician or available over the counter (non-prescription) which he/she has ingested during the past 96 hours. A copy of this completed form will be provided to the employee upon request and to his/her union representative, if so authorized by the employee.

8. Specimen Acquisition Procedures:

- A. At the time that the blood sample is provided, the employee will have the option to submit two (2) samples. Both samples will be acquired according to the procedures outlined herein. One sample will be forwarded to the County designated physician/laboratory for testing; the remaining sample will be stored in a frozen state within the County according to Police Department procedures regarding chain of custody and evidence storage. The results will be shared with any federal, state, county or local law enforcement or agency only if the employee is alleged to have caused, or threatened to cause personal injury and/or damage to property subject to criminal or civil liability, or a legally executed subpoena requiring disclosure is served upon the employer. Otherwise, all records will be confidential and solely kept by the County Manager or his/her designee as stipulated in Section III.2.C. The sample will be made accessible to the employee, his authorized union representative or his/her attorney. This specimen will be retained only as long as all disciplinary and criminal proceedings have exhausted.

- B. The County will be responsible for acquiring blood samples from employees and shall designate an individual to serve as official monitor. The employee may also choose to name another witness, including an authorized union representative to be in attendance to sample acquisition.
- C. The official monitor shall be responsible for insuring that the employee has thoroughly and accurately completed all related forms.
- D. Generally, the employee will submit the blood sample in the presence of the official monitor.
- E. Blood samples will be processed in accordance with accepted chain of custody procedures, and every effort will be made to ensure that the identity of the employee being tested remains confidential. Throughout the blood acquisition process, the sample(s) will be identified by use of only the employee's Social Security Number.
- F. The employee will complete the information requested on any related County or laboratory forms and will put their Social Security Numbers, initials, and date on the specimen bottle label. After the official monitor has inspected the information for accuracy, the employee will unseal the specimen bottle packet and affix the label to the bottle. The employee will secure the cap of the specimen bottle and will seal the sample by wrapping evidence tape around the bottle, vertically up one side, across the cap, and down the other side. The employee will then put their Social Security Number, initials and date on the evidence tape and surrender the evidence specimen to the official monitor.
- G. After ascertaining that all forms have been completed accurately, the official monitor shall take possession of the sample. The sample will then be placed in a controlled accessed refrigerator storage area until it is delivered to the County designated physician/laboratory. This shall occur within one laboratory working day of acquisition.

9. Alcohol Testing Result:

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

SCHEDULE E

SALARY GUIDES

MT4/07

Human Service Specialist I

7/1/2005 7/1/2006 7/1/2007 7/1/2008

Step

1	35,666	36,825	38,022	39,258
2	36,759	38,138	39,663	41,250

Human Services Specialist II / Range 16

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	39,219	40,494	41,810	43,169
2	41,048	42,383	43,760	45,182
3	42,878	44,271	45,710	47,196
4	44,707	46,160	47,660	49,209
5	46,536	48,049	49,610	51,223
6	48,366	49,938	51,561	53,236
7	50,195	51,826	53,511	55,250
8	52,024	53,715	55,461	57,264
9	53,854	55,604	57,411	59,277
9A	54,951	56,737	58,581	60,485
9B	56,049	58,151	60,477	62,896

Range 6

07/01/05

07/01/06

07/01/07

07/01/08

Step

	07/01/05	07/01/06	07/01/07	07/01/08
1	23,582	24,349	25,140	25,957
2	24,319	25,109	25,925	26,768
3	25,055	25,869	26,710	27,578
4	25,791	26,630	27,495	28,389
5	26,528	27,390	28,280	29,199
6	27,264	28,150	29,065	30,010
7	28,490	29,416	30,372	31,360
8	29,717	30,683	31,680	32,710
9	30,943	31,949	32,987	34,059
10	32,170	33,215	34,295	35,409
11	33,396	34,482	35,602	36,759
12	34,623	35,748	36,910	38,109
13	35,849	37,014	38,217	39,459
14	35,925	37,093	38,298	39,543
15	36,662	37,853	39,083	40,353
15A	37,398	38,800	40,352	41,966

Range 7

07/01/05

07/01/06

07/01/07

07/01/08

Step

	07/01/05	07/01/06	07/01/07	07/01/08
1	24,617	25,417	26,243	27,096
2	25,391	26,216	27,068	27,948
3	26,165	27,016	27,894	28,800
4	26,940	27,815	28,719	29,652
5	27,714	28,615	29,545	30,505
6	28,488	29,414	30,370	31,357
7	29,778	30,746	31,745	32,777
8	31,068	32,077	33,120	34,196
9	32,357	33,409	34,495	35,616
10	33,647	34,741	35,870	37,035
11	34,937	36,072	37,245	38,455
12	36,227	37,404	38,620	39,875
13	37,516	38,736	39,995	41,294
14	38,806	40,067	41,369	42,714
15	39,580	40,867	42,195	43,566
15A	40,355	40,356	41,970	43,649

Range 8

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	29,778	30,746	31,745	32,777
2	31,136	32,147	33,192	34,271
3	32,493	33,549	34,640	35,765
4	33,851	34,951	36,087	37,260
5	35,208	36,353	37,534	38,754
6	36,566	37,754	38,981	40,248
7	37,924	39,156	40,429	41,743
8	39,281	40,558	41,876	43,237
9	40,639	41,960	43,323	44,731
9A	41,453	42,801	44,192	45,628
9B	42,268	43,853	45,607	47,431

Range 8A

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	24,800	25,606	26,438	27,297
2	25,581	26,412	27,271	28,157
3	26,362	27,219	28,103	29,017
4	27,143	28,025	28,936	29,877
5	27,924	28,832	29,769	30,736
6	28,706	29,639	30,602	31,596
7	30,007	30,982	31,989	33,029
8	31,308	32,326	33,376	34,461
9	32,609	33,669	34,763	35,893
10	33,911	35,013	36,151	37,326
11	35,212	36,356	37,538	38,758
12	36,513	37,700	38,925	40,190
13	37,814	39,043	40,312	41,622
14	39,116	40,387	41,699	43,055
15	39,897	41,193	42,532	43,915
15A	40,678	42,203	43,892	45,647

Range 9

07/01/05

07/01/06

07/01/07

07/01/08

Step

1	26,859	27,732	28,633	29,564
2	27,714	28,615	29,545	30,505
3	28,570	29,498	30,457	31,447
4	29,425	30,381	31,369	32,388
5	30,280	31,264	32,280	33,330
6	31,136	32,147	33,192	34,271
7	32,561	33,619	34,712	35,840
8	33,987	35,091	36,232	37,409
9	35,412	36,563	37,751	38,978
10	36,838	38,035	39,271	40,547
11	38,263	39,507	40,791	42,116
12	39,689	40,978	42,310	43,685
13	41,114	42,450	43,830	45,254
14	42,540	43,922	45,350	46,823
15	43,394	44,805	46,261	47,764
15A	44,249	45,909	47,745	49,655

Range 10

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	32,559	33,617	34,709	35,837
2	34,051	35,158	36,300	37,480
3	35,543	36,698	37,891	39,123
4	37,035	38,239	39,482	40,765
5	38,528	39,780	41,073	42,408
6	40,020	41,321	42,663	44,050
7	41,512	42,861	44,254	45,693
8	43,004	44,402	45,845	47,335
9	44,497	45,943	47,436	48,978
9A	45,392	46,867	48,390	49,963
9B	46,287	48,023	49,943	51,941

Range 11

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	34,051	35,158	36,300	37,480
2	35,616	36,773	37,968	39,202
3	37,180	38,389	39,636	40,925
4	38,745	40,004	41,304	42,647
5	40,310	41,620	42,973	44,369
6	41,875	43,235	44,641	46,091
7	43,439	44,851	46,309	47,814
8	45,004	46,467	47,977	49,536
9	46,569	48,082	49,645	51,258
9A	47,508	49,052	50,646	52,292
9B	48,446	50,263	52,274	54,365

Range 12A

07/01/05

07/01/06

07/01/07

07/01/08

Step

	07/01/05	07/01/06	07/01/07	07/01/08
1	31,827	32,861	33,929	35,032
2	33,285	34,366	35,483	36,637
3	34,742	35,872	37,037	38,241
4	36,200	37,377	38,591	39,846
5	37,658	38,882	40,145	41,450
6	39,116	40,387	41,699	43,055
7	40,573	41,892	43,253	44,659
8	42,031	43,397	44,807	46,264
9	43,489	44,902	46,361	47,868
9A	44,363	45,805	47,294	48,831
9B	45,238	46,934	48,811	50,764

Range 13

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	29,518	30,477	31,468	32,490
2	30,465	31,455	32,477	33,533
3	31,412	32,433	33,487	34,575
4	32,359	33,410	34,496	35,617
5	33,305	34,388	35,505	36,659
6	34,252	35,366	36,515	37,702
7	35,830	36,994	38,196	39,438
8	37,407	38,623	39,878	41,174
9	38,984	40,251	41,560	42,910
10	40,562	41,880	43,241	44,646
11	42,139	43,509	44,923	46,383
12	43,717	45,137	46,604	48,119
13	45,294	46,766	48,286	49,855
14	46,871	48,395	49,967	51,591
15	47,818	49,372	50,977	52,634
15A	48,765	50,594	52,617	54,722

Range 13A

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	33,284	34,365	35,482	36,635
2	34,810	35,942	37,110	38,316
3	36,337	37,518	38,737	39,996
4	37,864	39,094	40,365	41,677
5	39,391	40,671	41,993	43,357
6	40,917	42,247	43,620	45,038
7	42,444	43,823	45,248	46,718
8	43,971	45,400	46,875	48,399
9	45,498	46,976	48,503	50,079
9A	46,413	47,922	49,479	51,087
9B	47,329	49,104	51,068	53,111

Range 14

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	35,832	36,997	38,199	39,440
2	37,485	38,704	39,961	41,260
3	39,139	40,411	41,724	43,080
4	40,792	42,118	43,486	44,900
5	42,445	43,825	45,249	46,720
6	44,099	45,532	47,011	48,539
7	45,752	47,239	48,774	50,359
8	47,405	48,946	50,537	52,179
9	49,058	50,653	52,299	53,999
9A	50,050	51,677	53,356	55,090
9B	51,042	52,956	55,074	57,277

Range 15

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	37,485	38,704	39,961	41,260
2	39,224	40,499	41,815	43,174
3	40,962	42,293	43,668	45,087
4	42,701	44,088	45,521	47,001
5	44,439	45,883	47,375	48,914
6	46,178	47,678	49,228	50,828
7	47,916	49,473	51,081	52,741
8	49,654	51,268	52,934	54,655
9	51,393	53,063	54,788	56,568
9A	52,436	54,141	55,900	57,717
9B	53,480	55,485	57,705	60,013

Range 16A

07/01/05

07/01/06

07/01/07

07/01/08

Step

	07/01/05	07/01/06	07/01/07	07/01/08
1	38,101	39,339	40,618	41,938
2	39,873	41,168	42,506	43,888
3	41,644	42,998	44,395	45,838
4	43,416	44,827	46,284	47,788
5	45,188	46,657	48,173	49,739
6	46,960	48,486	50,062	51,689
7	48,732	50,315	51,951	53,639
8	50,503	52,145	53,840	55,589
9	52,275	53,974	55,728	57,540
9A	53,338	55,072	56,862	58,710
9B	54,401	56,442	58,699	61,047

Range 16B

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	39,219	40,494	41,810	43,169
2	41,048	42,383	43,760	45,182
3	42,878	44,271	45,710	47,196
4	44,707	46,160	47,660	49,209
5	46,536	48,049	49,610	51,223
6	48,366	49,938	51,561	53,236
7	50,195	51,826	53,511	55,250
8	52,024	53,715	55,461	57,264
9	52,275	53,974	55,728	57,540
9A	53,373	55,108	56,899	58,748
9B	54,470	56,513	58,774	61,125

Range 16C

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	38,101	39,339	40,618	41,938
2	39,873	41,168	42,506	43,888
3	41,644	42,998	44,395	45,838
4	43,416	44,827	46,284	47,788
5	45,188	46,657	48,173	49,739
6	46,960	48,486	50,062	51,689
7	48,732	50,315	51,951	53,639
8	50,503	52,145	53,840	55,589
9	51,508	53,182	54,910	56,695
9A	52,512	54,219	55,981	57,800
9B	53,519	55,226	57,047	60,057

Range 17

Step 07/01/05 07/01/06 07/01/07 07/01/08

1	41,051	42,385	43,762	45,185
2	42,969	44,365	45,807	47,296
3	44,887	46,345	47,852	49,407
4	46,805	48,326	49,896	51,518
5	48,722	50,306	51,941	53,629
6	50,640	52,286	53,986	55,740
7	52,558	54,266	56,030	57,851
8	54,476	56,247	58,075	59,962
9	56,394	58,227	60,119	62,073
9A	57,545	59,415	61,346	63,340
9B	58,695	60,896	63,332	65,865

Range 18

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	42,971	44,368	45,809	47,298
2	44,979	46,440	47,950	49,508
3	46,986	48,513	50,090	51,718
4	48,994	50,586	52,230	53,928
5	51,002	52,659	54,371	56,138
6	53,009	54,732	56,511	58,348
7	55,017	56,805	58,651	60,557
8	57,025	58,878	60,792	62,767
9	59,032	60,951	62,932	64,977
9A	60,237	62,195	64,216	66,303
9B	61,442	63,746	66,295	68,947

Range 19A

07/01/05

07/01/06

07/01/07

07/01/08

Step

	07/01/05	07/01/06	07/01/07	07/01/08
1	43,687	45,106	46,572	48,086
2	45,735	47,221	48,756	50,340
3	47,782	49,335	50,939	52,594
4	49,830	51,450	53,122	54,849
5	51,878	53,564	55,305	57,103
6	53,926	55,679	57,488	59,357
7	55,974	57,793	59,672	61,611
8	58,022	59,908	61,855	63,865
9	60,070	62,022	64,038	66,119
9A	61,299	63,291	65,348	67,472
9B	62,528	64,872	67,467	70,166

Range 19

07/01/05

07/01/06

07/01/07

07/01/08

Step

1	44,976	46,438	47,947	49,506
2	47,093	48,624	50,204	51,836
3	49,210	50,810	52,461	54,166
4	51,327	52,995	54,718	56,496
5	53,444	55,181	56,975	58,826
6	55,501	57,305	59,167	61,090
7	57,678	59,553	61,488	63,487
8	59,795	61,738	63,745	65,817
9	61,912	63,924	66,002	68,147
9A	63,182	65,236	67,356	69,545
9B	64,452	66,869	69,544	72,325

Range 20

07/01/05 07/01/06 07/01/07 07/01/08

Step

1	47,092	48,623	50,203	51,835
2	49,316	50,919	52,574	54,282
3	51,540	53,215	54,945	56,730
4	53,764	55,511	57,316	59,178
5	55,988	57,808	59,686	61,626
6	58,212	60,104	62,057	64,074
7	60,436	62,400	64,428	66,522
8	62,660	64,696	66,799	68,970
9	64,884	66,993	69,170	71,418
9A	66,219	68,371	70,593	72,887
9B	67,553	70,086	72,890	75,805

COMMUNICATIONS WORKERS OF AMERICA

SCHEDULE F

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

MT4/07

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

MT4/07

SCHEDULE G

12/1/2005

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

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

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

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

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

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

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

Continued....

SUBJECT TO INCLUSION AND ADOPTION
OF THE 2006 BUDGET

Trans. W. Adams
12-1-05

RECORD OF VOTE

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

APPROVED AS TO FORM

COUNTY ATTORNEY

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

Robert L. J. ...
CLERK

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

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

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

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