

AGREEMENT

BETWEEN

COUNTY OF UNION

AND

**PUBLIC EMPLOYEES SUPERVISORS UNIT PRIMARY SUPERVISORS
LOCAL NO. 102**

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE: JULY 1, 2009 THROUGH JUNE 30, 2013

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PREAMBLE

THIS AGREEMENT, effective the 17th day of DECEMBER, 2009, is entered into by and between the COUNTY OF UNION, 342 Westminster Avenue, Elizabeth, New Jersey 07208 (hereinafter referred to as the "Employer") and the PRIMARY SUPERVISORS UNIT, LOCAL 102, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, located at 446 Morris Avenue, Springfield, New Jersey 07081 (hereinafter referred to as the "Union") employed in the Division of Social Services of the County of union.

The purpose of this Agreement is to promote harmonious relations between the County of Union 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 Resolution of the Union County Welfare Board dated December 19, 1978, the County of Union recognizes the Union as the exclusive collective negotiations representative for all employees in the titles of Income Maintenance Supervisor, Social Work Supervisor, Child Support Supervisor, and Fraud Unit Supervisor, but excluding all other employees, of the County of Union, Division of Social Services.

Effective July 1, 1990, the County of Union recognizes the following titles to be included in the foregoing bargaining unit represented by the Union: Assistant Training Supervisor and Senior Investigator. Both titles shall be at Range 22T.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1:

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

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

- F. To determine the work performance levels and standards of performance of the employees;
- G. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
- H. To assign work as it determines will benefit the Employer and/or the clients it serves;
- I. To utilize the services of a contractor when, in the sole judgment of the Employer, such services would be more efficient.

Section 2:

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

Section 3:

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

Section 4:

The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised

heretofore are specifically incorporated herein. Any act taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right and shall be considered as if fully set forth herein.

Section 5:

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

ARTICLE 3

UNION RIGHTS

Section 1:

A list of new employees, if any, in the bargaining units will be furnished to the Chief Shop Steward of the local Union within ten (10) days after appointment by the Division of Social Services.

Section 2:

The Union will be allowed by the Division of Social Services a period not to exceed fifteen (15) minutes to address all new employees.

Section 3:

The Union will be allowed by the Division of Social Services space on the present existing bulletin board for Union notices and information.

Section 4:

Officers or delegates of the local Union will be allowed by the Division of Social Services to take a total not to exceed in the aggregate twenty (20) days leave with pay per contract

year to participate in Union conference and conventions. The Union shall make written application to the Director of the Division for approval at least seven (7) days in advance of the date or dates of the commencement of the Union conferences and conventions and the name of the Supervisor who is delegated by the Union to attend such sessions. Granting of such leave to an employee shall not be unreasonably withheld.

ARTICLE 4

NO STRIKE - NO LOCKOUT

It is agreed that during the term of this Agreement, neither the Union nor its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slowdown, stoppage of work, boycott, picketing, job action or willful interference with the Employer and/or its members and/or employees in the execution of their job responsibilities; and, that there shall be no lockout of employees by the Employer.

In the event that any employees violate the provisions of the above paragraph, the Union shall take the necessary steps to have the members who participate in such action, back to their jobs, and shall use every means at its disposal to influence the employees to return to work.

ARTICLE 5

DUES CHECK OFF

Section 1:

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from the third pay check each month of employees covered by this Agreement who have executed said form, the established monthly dues of the Union. It

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

Section 2:

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

Section 3:

Any covered employee who does not authorize dues deductions as a member of the Union shall pay a seventy-five percent (75%) 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. 34:13 A-5, et seq). Membership in the Union is available to all covered employees on an equal basis and it maintains a demand and return system which complies with the requirements of Sections 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 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.

ARTICLE 6
HOURS OF WORK

Section 1:

The normal work week shall consist of thirty-five (35) work hours per week, seven (7) hours per day, and five (5) days per week, Monday through Friday.

The Director, Division of Social Services or his/her 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 or Director's 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 the employee's 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 Director, Division of Social Services or his/her designee, shall have the option that all projects or surveys will be performed by Division of Social Services personnel on overtime, if necessary, at the discretion of the Division of Social Services consistent with the work load as it then exists.

Section 3 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.

4) All leave time will be calculated in terms of hours rather than days to accommodate this alternate work schedule. If a holiday falls on a scheduled work day, one and three fourths (1 3/4) hours will be deducted from vacation time. If a holiday falls on a day off, seven (7) hours of vacation time will be credited. Vacation, sick and personal time will be calculated in hours.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1:

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

appropriate.

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

Section 2. No employee shall be disciplined except for "Just Cause." Discipline shall be progressive in nature and corrective in intent. If the Employer takes disciplinary action against an employee and if the Union files appropriate appeal action, the Employer agrees to provide the Union with copies of all documentation upon which it shall rely to support the disciplinary action. If the Employer takes any written disciplinary action against a supervisor, the Union shall be provided with copies of all such actions within forty-eight (48) hours of issuance.

Section 3:

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

- A. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereafter be referred to as a "contractual grievance"; or,
- B. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Division of Social Services which shall be processed up to and including the County Manager and shall hereinafter be referred to as a "non-contractual grievance".

Section 4:

Employees shall have the right to present their own grievances, individually or by an attorney or to designate a Union representative to appear with them. The Employer agrees

that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person, essential witnesses, if any, who are employees of the Division of Social Services and one Union representative who is an employee of the Division of Social Services throughout the grievance procedure.

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

Step 1: An aggrieved employee shall file a written and signed grievance with the Welfare Director within 5 working days of the occurrence giving rise to the grievance or within 5 working days after the aggrieved employee should have reasonably known of its occurrence. Failure to file the grievance within the allotted time period shall be deemed to constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either the employee or the Welfare Director.

The Welfare Director shall meet and confer with the aggrieved employee within 5 work days of receipt of the grievance and shall render a written decision to the grievance within 5 working days after such meeting.

Step 2: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no written decision has been rendered within 5 working days as set forth at Step 1, the grievance may be referred by the aggrieved employee to the Director of the Department of Human Services or his designee within 5 working days from the date a written

decision was or should have been rendered at Step 1. Failure to move the grievance within the aforesaid time shall constitute an abandonment and waiver of the grievance.

A Union representative may participate at the request of either party. The Director of the Department of Human Services or his designee shall meet and confer with the aggrieved employee and shall render a written decision to the grievance with 5 working days after such meeting.

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

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

The County Manager or his designee may, at his discretion, meet and confer with the aggrieved employee and shall render a written decision to the grievance within 15 working days after its receipt or any such meeting, whichever is later. The decision of the County Manager or his designee shall be final and binding as to all noncontractual grievances.

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

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

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

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

No one arbitrator shall have more than one grievance submitted to him,

and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision. In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the Employer any obligation or liability not expressly assumed by the Employer under the provisions of this Agreement; nor may the arbitrator deprive the Employer of any right reserved, expressed or implied, by it for its benefit hereunder.

ARTICLE 8

SENIORITY CONSIDERATIONS

Section 1:

Seniority is defined as continuous unbroken service with the Union County Division of Social Services from the date of permanent appointment in the title of Income Maintenance Supervisor, Social Work Supervisor, Child Support Supervisor, Assistant Training Supervisor or Senior Investigator.

Section 2:

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

Section 3:

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

Section 4:

All promotions and promotional policies are subject to the New Jersey Department of Personnel Law and the rules and regulations of the Department of Personnel.

Section 5:

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

Section 6:

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

ARTICLE 9

JOB POSTING

A job opening or vacancy to be filled by a provisional promotion, which involves a title change, shall be posted on an appropriate bulletin board as per County policy. A copy of all job postings within the unit shall be forwarded to the Chief Shop Steward designated by the Union to receive such copies.

ARTICLE 10

REASSIGNMENT

Employees shall be consulted prior to reassignment. Employees who are to be reassigned shall be given two (2) weeks written notice. However, Employer's discretion in

assignments and reassignments shall be final.

ARTICLE 11

HOLIDAYS

The legal holidays as determined by New Jersey statutes are as follows:

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

If a holiday, as above, occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. Employees who are absent without pay the day before or the day after a holiday must present proof of illness or other justifiable explanation of absence and obtain approval by the Employer to be eligible for holiday pay.

ARTICLE 12

VACATIONS

Section 1:

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

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

- B. Twelve working days after the first calendar year up to and including 5 years of employment.
- C. Fifteen working days after the first 5 years of employment and up to and including the 10th year of employment.
- D. Twenty working days after 10 years up to and including 15 years of employment.
- E. Twenty-two working days after 15 years up to and including 20 years of employment.
- F. Twenty-six working days after 20 years up to and including 25 years of employment.
- G. Twenty-eight working days after 25 years of employment.
- H. Twenty-nine working days after 26 years of employment.
- I. Thirty working days after 27 years of employment.
- J. Thirty-one working days after 28 years of employment.
- K. Thirty-two working days after 29 or more years of employment.

Section 2:

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

- A. During the first calendar year of employment, employees shall earn 1 vacation day for each month of service during the calendar year following the date of employment.
- B. Employees with 1 to 8 years of service shall be entitled to 13 working days.
- C. Employees with 8 completed years to 10 years of service will be entitled to 14 working days.
- D. Employees with 10 completed years to 15 years of service will be entitled to 17 working days.
- E. Employees with 15 completed years to 20 years of service will be entitled to 19 working days.

- F. Employees with 20 completed years to 25 years of service will be entitled to 21 working days.
- G. Employees with 25 or more completed years of service will be entitled to 28 working days.
- H. Twenty-nine working days after 26 years of employment.
- I. Thirty working days after 27 years of employment.
- J. Thirty-one working days after 28 years of employment.
- K. Thirty-two working days after 29 or more years of employment.

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

Whenever an employee dies having to his or her credit any annual vacation leave, there shall be calculated and paid to his or her estate a sum of money equal to the compensation

figured on his or her salary rate at the time of death.

Section 7:

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

Section 8:

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

Section 9:

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

Section 10:

Employees may take vacation days in half-days or in hourly increments, provided prior approval is obtained from the Director or his or her designee.

Section 11:

Employees who retire on a pension based on length of service shall receive their full vacation entitlement for the calendar year in which they retire.

ARTICLE 13

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1:

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

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

Section 2:

Employees hired on or after July 1, 1990 shall be entitled to personal business and religious leave as follows:

Employees who are employed less than 1 year are entitled to be granted up to 3 personal days all for personal business as hereinafter defined or for religious reasons in accordance with the Schedule hereinafter set forth:

Employees who have been employed for more than 1 year are entitled to be granted up to 3 days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the request of the leave as far in advance as possible. The request by the employee shall be directed to the Director of the Division of Social Services. The leave may only be taken if the Director of the Division of Social Services approves and grants said leave, and, if for business reasons, the applicant must demonstrate that the business purpose could not be scheduled after working hours.

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

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

Section 3:

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

Section 4:

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

Section 5:

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

ARTICLE 14

DEATH IN FAMILY

Section 1:

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

Section 2:

Full-time employees, including those on compressed time, shall be entitled up to 3 days with pay commencing with the date of death during the absence from duty caused by the death and attendance at the funeral of the employee's mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or a person who raised the employee in loco parentis or other person who maintains legal residence with the employee.

ARTICLE 15

LEAVE OF ABSENCE WITHOUT PAY

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

vacation benefits.

Section 5:

Any permanent employee who enters the military or naval service, including service in the United States Merchant Marines, or similar organizations, in time of war, either voluntarily or pursuant to law, or in time of peace pursuant to law, shall upon the employee's request, be granted leave of absence for the period of such service, and three (3) months thereafter. In case of service-connected illness or wound, the employee shall be allowed three (3) months after recovery to return to his or her position up to a maximum of two (2) years after discharge. All rights, privileges and benefits formerly enjoyed and accrued during service are retained, with the exception of compensation.

Section 6. Maternity Leave:

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

Section 7:

Permanent employees, upon giving birth to a child, may be granted a leave of absence without pay by the Employer, subject to approval by the Department of Personnel, for a period or periods not to exceed a total of one (1) year from the date of delivery for the purpose of child care of the infant upon written request of the employee and upon the same

terms and conditions applicable to all other non-medical leaves without pay.

ARTICLE 16

SICK LEAVE

Section 1:

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relatives residing in the employee's household); (4) death in the employee's immediate family for a reasonable period of time. Up to 5 days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to 3 days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined above. Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an 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 receive one working day for the initial month of employment if they begin work on the first through eighth day of the calendar month and one-half working day if they begin on the ninth through the twenty-third day of the month.
- B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen working days.
- C. Part-time employees shall be entitled to a proportionate amount of paid sick leave.
- D. Paid sick days shall not accrue during a leave of absence without pay or suspension.
- E. Sick leave credit shall not accrue after an employee has resigned or retired although his name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- F. When an employee has a record of excessive sick leave use and/or has exhausted such leave during the prior calendar year, the Employer may require the employee to accumulate sick leave on a monthly basis prior to its use. The placement of an employee on such an earned sick leave basis shall be considered non-disciplinary, but shall not preclude the Employer from taking disciplinary action against an employee for excessive use or abuse of sick leave.

- G. Unused sick leave shall accumulate from year to year without limit.
- H. Employees may utilize sick time in hourly increments only with the approval of the Administration.

Section 4:

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

Section 5:

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

Section 6:

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

Section 7:

The Employer agrees to continue a 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 solely with the Union County Division of Social Services (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.

ARTICLE 17

EDUCATIONAL 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.

The Educational Leave Committee shall review requests for educational assistance. Such educational assistance shall be in conformance with ongoing agency policy, as detailed in Public Assistance Staff Development Program #86-5-4.

The Educational Leave Committee shall contain at least one member of the Union who shall be selected by the Union.

ARTICLE 18

HEALTH BENEFITS

Section 1:

Employees shall be covered under the County health benefit plan with Blue Cross/Blue Shield Plan of New Jersey or, at the election of the employee, enrollment in Aetna or US Healthcare, the approved HMO, the latter being at the employee's additional cost; however, the Employer will pay the additional cost for HMO coverage that exceeds the cost of Blue Select for the period through January 31, 1997, but thereafter the payment of any additional cost for HMO coverage beyond the cost of Blue Select shall be the responsibility of the employee. The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give notice to the Union of its intention to change any such coverage.

Effective January 1, 1995, the following changes shall be implemented in connection with health insurance coverage:

- (a) Deductibles shall be \$200.00 per person and \$400.00 per family. Effective July 1, 2004, the deductible for any single benefit period shall be reduced to \$100 for each employee and an additional amount of \$200 for eligible dependants. Out of Network cost share shall be changed from 80/20 to 70/30, (County/Employee respectively) for all employees effective May 1, 2003.
- (b) Major Medical shall be 80%/20% co-pay to a maximum of \$5,000.00.
- (c) Pre-Admission Review (PAR) and Mandatory Second Surgical Opinion (MSSOP) with 50% cut back shall be implemented.

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

- \$10.00 co-pay for in-network services - doctor's office visits only
- \$10.00 co-pay for all out-of-network services.
- Effective January 1, 2010, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- Effective January 1, 2010, Emergency Room co-pays shall be \$25.00 per visit.

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

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

For the period July 1, 2006 through November 30, 2006, incumbent Employee Health Benefit Contribution shall be applied to all employees regardless of plan as follows:

Under 55,000 -	\$10 per month
55,000 to 74,999 -	\$25 per month

Effective December 1, 2006 employees hired before May 1, 2003 shall contribute towards the cost of health insurance as follows:

Salary under \$55,000	
Single coverage remains	\$10 per month
Family, PC or HW coverage	\$25 per month
Salary over \$55,000	
Single coverage remains	\$25 per month
Family, PC or HW coverage	\$40 per month
Salary over \$75,000	
Single coverage remains	\$40 per month
Family, PC or HW coverage	\$55 per month

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

Section 2. Prescription Plan:

Employees shall continue to be covered under the Employer's drug prescription plan with a co-pay. This benefit should also be applicable to retirees who qualify under Section 3 of this Article.

Effective January 1, 2010, co-payment provisions for the prescription plan shall be:

Retail:

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

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

\$6.00 co-pay per prescription for generic.

Mail:

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

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

\$5.00 co-pay per prescription for generic.

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

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

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

Drug Plan Utilization Modifications

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

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

Section 3. Dental:

Employees shall be covered by the County dental program with New Jersey Dental Service Plan Group No. 3238. An employee may select any of the various coverage options under the Employer's dental plan, the cost of which is to be paid by the employee. The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give notice to the Union of its intention to change any such coverage. Effective December 1, 2006 the annual cap on the employee basic dental plan shall be increased to \$2,000.

Section 4. Disability Protection:

The Employer shall continue to provide a short term disability plan through STANDARD INSURANCE COMPANY, which provides two-thirds (2/3) of a weekly wage to a maximum benefit of \$261.00 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 Thirty-Five (\$135) Dollars per year per employee. Effective March 1, 1994, each covered employee shall be responsible for payment of the full monthly premium balance in excess of the Employer's payment unless the Union elects to terminate disability coverage in which event employees will continue to pay their share until such coverage is terminated.

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 notice to the Union of its intention to make any such change

Section 5. Extension of Benefits:

For employees on payroll of the Division of Social Services prior to July 1, 1990, 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.

With regard to employees hired on or after July 1, 1990, the Employer shall only be responsible for its share of the premium for hospitalization and major medical for up to a maximum of 30 days. Thereafter any such employee shall be permitted to continue his/her hospitalization and major medical coverage for up to 11 months after Employer paid coverage ends by prepaying the monthly premium at least 30 days before the coverage month.

Section 6. Health Benefit Buyout:

Effective December 1, 2006 the Health Benefit Buyout Option from \$2500 to \$5000 for Family Coverage and \$1800 for Single Coverage from another source.

Section 7. Vision Plan:

Effective December 1, 2006 an Eye-Care Plan shall be implemented through 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 18A

HEALTH INSURANCE BENEFITS FOR RETIREES

(Employees hired prior to December 18, 2009)

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

A. Eligibility: Employees must have been actively employed with the County of Union, as a member of the bargaining unit, on or before December 17, 2009; and must retire on either a disability pension, or retire having reached the age of 55 and having 25 years or more of service with the County, or reach the age of 62 years or older with 15 years of service with the County. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

B. Description: This benefit shall consist of coverage under the CIGNA Open Access Plus Health Insurance Plan with the prescription component provided by MEDCO at 0-Co-pay Mail and 30% Co-pay Retail. Subject to the vested material rights of employees covered hereunder, the County reserves the

right to change or modify the plan at any time so long as the modified plan provides substantially equivalent or better coverage to that in effect for the eligible members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

C. Future Employees: Employees hired after December 17, 2009, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.

D. Cessation of Subsidy: Upon implementation of retiree health benefits provided in A and B above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement .

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

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

ARTICLE 18B

HEALTH INSURANCE BENEFITS FOR RETIREES

(Employees hired on or after December 18, 2009)

The following health insurance subsidy plan shall continue to be extended to all employees covered by the recognition clause of this collective bargaining agreement subject to the following terms and conditions:

(a) Employees must have been actively employed by the Union County Division of Social Services (formerly Board of Social Services) on or after December 18, 2009 (and is the same subsidy plan that was in place since July 1, 1987); and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the Division of Social Services (or Board of Social Services, as the case may be), or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the reasonable satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the Division of Social Services (or Board of Social Services, as the case may be) to verify that no

other source of insurance coverage is provided for them.

(b) This benefit shall be applied to the hospital insurance plan which is provided to members of the negotiating unit. The Employer reserves the right to change insurance carriers or to change or modify coverage provided the coverage is substantially similar to the coverage then in effect. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

(c) 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 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
Family Over 65	\$442.88 per month
Family Retiree Over 65 Family Spouse Over 65	\$477.85 per month
P/C Retiree	\$338.69 per month

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

(d) In the event that the amount of the Employer's contribution is

subsequently reduced or even eliminated in successor agreements, the change in practice shall apply to those persons already retired. Similarly, in the event that the said health insurance plan is changed or modified in any way in successor agreements, the new plan shall apply to the retirees.

ARTICLE 19

SALARIES AND COMPENSATION

Section 1:

Across the board general wage increase as follows:

July 1, 2009	3% (retroactive to July 1, 2009)
July 1, 2010	0%.
July 1, 2011	0%
July 1, 2012	2.55%

The above salary increases are reflected in Schedule B annexed hereto.

Effective July 1, 2002, employees demonstrating exceptional performance (4.5 and above) will be eligible for a \$500.00 annual performance bonus, paid in June of each year. This bonus is exclusive of base salary. The bonus shall be paid on a pro-rated quarterly basis for those employees promoted after July 1 of a given contract year. The Performance Bonus will be maintained for the period July 1, 2006 – June 30, 2007 and paid by June 30, 2007. The \$500 Performance Bonus will be eliminated and the \$500 bonus will be incorporated into the Salary Guide effective July 1, 2007.

Section 2:

Employees will be paid on a bi-weekly basis. Employees will be given a direct deposit option. Dues will be deducted from the second paycheck of the month.

ARTICLE 20

INCREMENTS AND CLASSIFICATION CHANGES

Section 1:

Effective January 1, 2003, all employees who are entitled to receive a merit increment shall be paid such an increment on a bi-annual basis. Increments due between January 1 through June 30th will be paid January 1st. Increments due between July 1st and December 31st will be paid July 1st.

Section 2:

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

In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned as indicated in Section 1 above. The new anniversary date shall be assigned on the basis of the effective date of the salary increase in the same manner as indicated in Section 1 for newly promoted 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 year with a lower salary range shall have their salary adjusted so that it provides a deduction of one

increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which they are being reassigned.

ARTICLE 21

LONGEVITY

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

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

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

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

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

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

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

ARTICLE 22

MISCELLANEOUS

Section 1:

Upon written request, employees shall be permitted to review their own personnel file

within reasonable limits. Said review shall be in the presence of an employer representative. 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.

Section 2:

It is agreed that employees shall be permitted to attend conferences pertaining to the administration of public assistance, subject to the availability of funds, and the limitation of attendance at conferences imposed by any agency. All such permission must be approved by the Director, Division of Social Services.

Section 3. Out Of Title Pay

Any Primary Supervisor who performs the work of a Secondary Supervisor for fifteen (15) consecutive work days or thirty (30) days accumulatively shall receive the rate of pay for the job in accordance with the promotional language written above in Article 20; Section 2, paragraph one.

Section 4.

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

ARTICLE 23

HEALTH AND SAFETY

The Employer and the Union agree that maintenance of a healthy and safe working environment is in their mutual best interest. The Employer agrees to the formation of a Health and Safety Committee to be composed of two members designated by the Union, two members and a Chairperson designated by the Director of the Department of Human

Services. The Committee will meet not more than monthly, and for not more than two hours, upon either the Employer or the Union presenting the other with a written agenda of items sought to be discussed. The Committee shall have the function of advising the Employer as to safety and health issues involving employees and it will propose solutions for those problems. The Employer reserves to itself the final determination regarding any action to be taken.

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

The Employer will make every reasonable attempt to:

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

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

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

ARTICLE 24

FULLY-BARGAINED AGREEMENT

Section 1:

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

Section 2:

If, during the term of this Agreement, the state of New Jersey, the federal government or any governmental agency mandates minimum benefits in any area, the parties agree to reopen negotiations to bargain over the effects of such mandated benefits.

ARTICLE 25

SEPARABILITY AND SAVINGS

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of any provision should be restrained by 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 26

DURATION

Section 1:

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

Section 2:

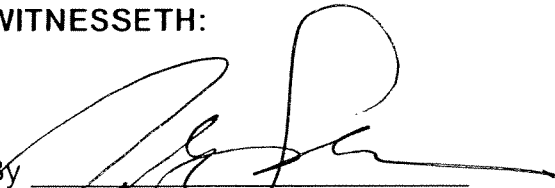
The Agreement shall be renewed, except for those provisions which specifically terminate as indicated in the Agreement, from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to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

Section 3:

The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2013, subject to the provisions above. Both parties shall be in contact with each other by March 15, 2013 to schedule a meeting to be held prior to the April board meeting to exchange in writing their proposals, if any, for the successor agreement. Each party may have a negotiating team not exceeding five (5) members for 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 26th day of April, 2010.

WITNESSETH:

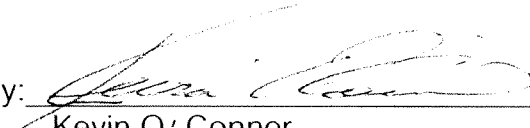
By: 
Joseph L. Salemm
Labor Relations Consultant

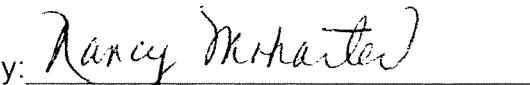
COUNTY OF UNION

By: 
George W. Devanney
County Manager

*Annie Cronin, Deputy
Clerk of the Board*

**PUBLIC EMPLOYEES SUPERVISORS UNIT
PRIMARY SUPERVISORS, LOCAL 102,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

By: 
Kevin O' Connor
Secretary/Treasurer

By: 
Nancy Moharter
Chief Shop Steward

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 reinstated to their records. Employees re-entering County service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

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) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.

b) The amount shall be computed as follows:

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 \$18,00

Overtime, shift differential, stipend or other supplemental pay shall not be included in the computation.

- c) 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.
- d) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- e) 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.

**COUNTY OF UNION
TEAMSTERS PRIMARY SUPERVISORS
SALARY GUIDE 2009 - 2012 - 3% 0% 0% 2.55%**

SCHEDULE B

SALARIES

STEPS	Current Salaries 7/1/2008	7/1/2009 3%	7/1/2010 0%	7/1/2011 0%	7/1/2012 2.55%
1	68,556	70,613	70,613	70,613	72,413
2	69,940	72,038	72,038	72,038	73,875
3	71,323	73,463	73,463	73,463	75,336
4	72,706	74,887	74,887	74,887	76,797
5	74,089	76,312	76,312	76,312	78,258
6	75,472	77,736	77,736	77,736	79,718
7	76,855	79,161	79,161	79,161	81,179
8	78,237	80,584	80,584	80,584	82,639
9	79,621	82,010	82,010	82,010	84,101
10	81,003	83,433	83,433	83,433	85,561
11	82,387	84,859	84,859	84,859	87,023
12	86,636	89,235	89,235	89,235	91,511

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2010, by and between the **County of Union** (herein the “**County**”) and _____, (herein the “**Employee**”), with the approval and consent of **Teamsters Local 102 – Primary Supervisors** (hereinafter the “**Union**”)

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

WHEREAS, the Employee is a member of the Teamsters Primary Supervisors bargaining unit covered by the CBA; and

WHEREAS, in order to obtain the agreement to enter into the CBA, the Union agreed to a zero percent increase to base pay for calendar years 2010 and 2011 and other agreements as more particularly set forth in the Memorandum of Agreement dated December 17, 2009, attached hereto as Appendix A (herein the “Memorandum”); and

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

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

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

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

WITNESSETH:

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

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

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

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

all parties agree is to be construed in favor of the Employee and against the County and the Union.

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

COUNTY OF UNION

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

ATTEST

**Teamsters Local 102
Primary Supervisors**

By: _____
Nancy Moharter
President

ATTEST

Employee Signature
_____, Employee
Print Name

ATTEST