

200472

20-21

AGREEMENT

Between

Union County Judge

(Assignment Judge of Union County)
Trial Court Administrator

And

The Union County Court Clerks Association

EFFECTIVE: ~~X~~ JANUARY 1, 1986 Through December 31, 1988

LAW OFFICES
APRUZZESE, McDERMOTT
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

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AGREEMENT

THIS AGREEMENT made this 1st day of January, 1986 between the Assignment Judge of Union County, Trial Court Administrator and The Union County Court Clerks Association.

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

NOW, THEREFORE, in consideration of the promises and mutual agreement herein contained, the parties hereto agree with each other in respect to the employees of the County recognized as being represented by the Association as follows:

ARTICLE I
RECOGNITION

The Employer hereby recognized The Union County Clerks Association as the exclusive representative for the employees set forth in Docket No. RO-77-75 of the Public Employment Relations Commission's Certification dated February 8th, 1979, and including all Court Clerks employed by the Judiciary of Union County but excluding all other judicial employees of Union County.

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ARTICLE II
MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

Whenever the term "Employer," "Department Head," or "Supervisor" shall be used throughout this agreement, it shall mean and include the Assignment Judge, Trial Court Administrator and/or his designees.

Section 2.

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this agreement are retained exclusively by the Employer.

Section 3.

Except as modified, altered or amended by the within agreement the Assignment Judge of the County of Union shall not be limited in the exercise of his statutory management functions or the functions or rights conferred by the Supreme Court of the State of New Jersey. The Assignment Judge and/or his designees, retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of

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America, including but without limitation the following rights, privileges and functions:

(a) The executive management and administration control of the respective courts under the jurisdiction of the Assignment Judge and the activities of employees related to their employment in the operation of the courts.

(b) The right to hire all employees and, subject to existing Civil Service rules and regulations, to determine their qualifications and the conditions of their continued employment or their dismissal, or demotion, and to promote and transfer all such employees, shall be in accordance with the Civil Service Rules of the State of New Jersey.

(c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed towards any employees.

Section 4.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Assignment Judge, Trial Court Administrator, or other designees, the adoption of policies, rules, regulation and practices in furtherance thereof shall be limited only by the extent such specific and expressed terms are in conformance with directives by the Supreme Court of the State of New Jersey.

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ARTICLE III

PAYROLL DEDUCTION OR ASSOCIATION DUES

Section 1.

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

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

Section 2.

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

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association on January 1 and July 1 of each year provided,

however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw.

ARTICLE IV
ASSOCIATION BUSINESS

Section 1.

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

Section 1.

The Association shall neither solicit members, nor conduct any business on Employer's property during Employer assigned working schedules of either the representative of the Association or the employee involved, except for the following:

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

ARTICLE V
WORK SCHEDULES

Section 1.

The Employer shall have the right, for the efficient operation of its facilities, to make changes in the commencement and termination of the daily work schedules and to vary from the daily or weekly work schedules provided that permanent changes in work schedules shall comply with Civil Service Rules.

Section 2.

Effective January 1, 1987, all full-time employees covered by this Agreement whose normal work week consists of thirty (30) hours of work or more, but less than thirty-five (35) hours of work per week, shall have a new work week which shall consist of thirty-five (35) hours of work per week. The employer shall have ~~the~~ right to schedule the hours of work on a departmental basis as it deems appropriate to insure maximum efficiency and productivity of its operations, provided that normal starting times shall not be scheduled earlier than 8:00 A.M. and normal quitting time shall not be scheduled later than 5:00 P.M. and that hours worked are consecutive inclusive of lunch period. If management determines that flexible hours shall be established in a department, employee preference concerning available work schedules will be accommodated whenever possible consistent with the efficient and productive operations of the department. Conflicts in choice of work

schedules which may occur shall be governed by departmental seniority, provided that maximum efficiency and productivity of the department is maintained.

ARTICLE VI
MOVEMENT OF PERSONNEL

Section 1.

The Employer desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the Employer and its efficient operation may necessitate reassignment of personnel. This right shall not be used as a form of discipline directed towards any employee.

Section 2.

The parties agree that all hirings, layoffs, separations, promotions, demotions and disciplinary action shall be in accordance with the Revised Civil Service Rules for the State of New Jersey.

Section 3.

The parties agree that the Employer has the right to assign individuals to fill positions not in their payroll classification for emergency periods. The Employer will attempt to eliminate emergency situations promptly. In no event shall a payroll classification be filled during an emergency situation in excess of four (4) months. The

Assignment Judge and his designees agree to comply with Civil Service Rules, if the emergency condition is to extend beyond four (4) months subject to the availability of funds.

ARTICLE VII

NO STRIKES OR LOCKOUTS

Section 1.

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

Section 2.

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

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

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

Any employee with a grievance shall first discuss it with his Association Grievance Chairperson. If not resolved at this level, the grievant may ask for full hearing with Association. If Association feels grievance is justified, formal grievance shall be filed with the Trial Court Administrator, with copy to Assignment Judge. After hearing with the Trial Court Administrator or his designee, if appeal is necessary, it will be filed with the Assignment Judge, whose decision shall be final and binding upon the grievant.

ARTICLE IX

LONGEVITY

Section 1.

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

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

Any employee who was hired by the County subsequent to January 1, 1973, shall not be covered by the existing longevity program.

ARTICLE X

VACATIONS

Section 1.

Vacation Eligibility:

(a) During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.

(b) Employees with one to eight years of service shall be entitled to twelve (12) working days vacation each year.

(c) Employees with eight completed years to ten years of service will be entitled to thirteen (13) working days vacation each year.

(d) Employees with ten completed years to fifteen years of service will be entitled to sixteen (16) working days vacation each year.

(e) Employees with fifteen completed years to twenty years of service will be entitled to eighteen (18) working days vacation each year.

(f) Employees with twenty completed years to twenty-five years of service will be entitled to twenty (20) working days vacation each year.

(g) Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) working days vacation each year.

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.

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated upon the number of

months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

If an employee leaves the County's employ for any reason, except as set forth in Section 4 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final pay check.

Section 9.

Vacations must be taken during the current year unless approved by the Assignment Judge.

ARTICLE XI

SICK LEAVE

Section 1.

Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2.

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

Section 3.

Sick leave is earned in the following manner:

(a) One (1) day for each full month of service with the Employer during the first calendar year of employment.

(b) One and one quarter (1-1/4) days for each full month of service with the Employer beginning with the second

calendar year of employment.

(c) Sick leave credits shall not accrue while an employee is absent on a leave without pay.

(d) Provisional employees shall receive sick leave credits on a prorated basis in accordance with paragraph (a) of this Section.

Section 4.

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

Section 5.

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

Section 6.

Effective January 1, 1987, the County agrees to introduce a program of payment for unused sick leave upon retirement in accordance with the following requirements:

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

(b) Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Appendix A and made part hereof.

(c) Employees who are eligible for this benefit shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of \$7,000.00.

(d) Employees covered by this Agreement who retire in 1986 and who are otherwise eligible for payment of this unused sick leave benefit in accordance with the rules and regulations set forth herein, shall be entitled to receive that benefit in calendar year 1987. Payment of such benefit shall be made on or before September 1, 1987 for those employees who qualify in 1986.

ARTICLE XII

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than one (1) year are entitled to be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedules hereinafter set forth: employees who have been employed for more than one (1) year are entitled to be granted up to three (3) days per year without reference to any schedule. All requests for personal days shall be made to the department head or his designees three (3) days in advance on the form provided.

Personal leave may only be taken if the department head approves and grants said leave. The following schedule shall only apply to employees with less than one (1) year of employment:

- (a) One (1) day after four (4) months of employment.
- (b) One (1) additional day after eight (8) months of employment.
- (c) The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) months of employment.

Section 2.

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

Section 3.

Leave days, as provided herein, must be used in a one (1) year period and shall not be accumulative from year to year.

ARTICLE XIII

DEATH IN FAMILY

Section 1.

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, mother-in-law, father-in-law, grandchild or other relative residing at employee's household.

ARTICLE XIV

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1986:

New Year's Day	Wednesday, January 1, 1986
Martin Luther King's Birthday	Monday, January 20, 1986
Lincoln's Birthday	Wednesday, February 12, 1986
Washington's Birthday	Monday, February 17, 1986

Good Friday	Friday, March 28, 1986
Memorial Day	Monday, May 26, 1986
Independence Day	Friday, July 4, 1986
Labor Day	Monday, September 1, 1986
Columbus Day	Monday, October 13, 1986
General Election Day	Tuesday, November 4, 1986
Veteran's Day	Tuesday, November 11, 1986
Thanksgiving Day	Thursday, November 27, 1986
Day After Thanksgiving Day	Friday, November 28, 1986
Christmas Day	Thursday, December 25, 1986

Section 2.

The Employer has designated the following days as holidays for the year 1987:

New Year's Day	Thursday, January 1, 1987
Martin Luther King's Birthday	Monday, January 19, 1987
Lincoln's Birthday	Thursday, February 12, 1987
Washington's Birthday	Monday, February 16, 1987
Good Friday	Friday, April 17, 1987
Memorial Day	Monday, May 25, 1987
Independence Day	Friday, July 3, 1987
Labor Day	In lieu of Sat., July 4th
Columbus Day	Monday, September 7, 1987
General Election Day	Monday, October 12, 1987
Veteran's Day	Tuesday, November 3, 1987
Thanksgiving Day	Wednesday, November 11, 1987
Day After Thanksgiving Day	Thursday, November 26, 1987
Christmas Day	Friday, November 27, 1987
	Friday, December 25, 1987

Section 3.

The Employer has designated the following days as holidays for the year 1988.

New Year's Day	Friday, January 1, 1988
Martin Luther King's Birthday	Monday, January 18, 1988
Lincoln's Birthday	Friday, February 12, 1988
Washington's Birthday	Monday, February 15, 1988
Good Friday	Friday, April 1, 1988
Memorial Day	Monday, May 30, 1988
Independence Day	Monday, July 4, 1988
Labor Day	Monday, September 7, 1988

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Columbus Day	Monday, October 10, 1988
General Election Day	Tuesday, November 8, 1988
Veteran's Day	Friday, November 11, 1988
Thanksgiving Day	Thursday, November 24, 1988
Day After Thanksgiving Day	Friday, November 25, 1988
Christmas Day	Sunday, December 25, 1988 (celebrated Monday, December 26, 1988)

Any Court Clerk assigned to a judge sitting on emergent matters on any scheduled holiday will report as directed either at home or at the Courthouse, without any additional monetary compensation therefor.

ARTICLE XV

SALARIES

During the term of this agreement, Court Clerks' salaries shall be increased as follows:

A. Effective January 1, 1986, there shall be a six percent (6%) per annum increase, in accordance with the attached salary guide.

B. Effective January 1, 1987, there shall be a six percent (6%) per annum increase, in accordance with the attached salary guide.

C. Effective upon implementation of the thirty-five (35) hour work week, January 1, 1987, there shall be a general wage increase in the amount of One thousand thirteen dollars (\$1,013.00) which shall be applied to the maximum salary rate, in accordance with the attached salary guide.

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D. Effective January 1, 1988, there shall be a six percent (6%) per annum increase, in accordance with the attached salary guide.

E. Effective April 1, 1988, based upon the implementation of the 35 hour work week set forth herein, there shall be an additional Five hundred and twenty-eight dollars (\$528.00) increase applied to the maximum salary rate, in accordance with the attached salary guide.

F. Effective January 1, 1986, the incremental scale for all thirty-five (35) hours per week classifications covered by this Agreement shall consist of seven (7) steps instead of the present six (6) step incremental scale. This new seven (7) step incremental scale shall only be applicable to employees hired after the execution of this memorandum of agreement. Effective January 1, 1987 an eighth step shall be added to the guide and effective January 1, 1988 a ninth step shall be added to the salary guide. (See attached salary guide)

ARTICLE XVI

DENTAL PLAN

Effective August 1, 1982, the County of Union will provide a Basic Dental Plan at a cost not to exceed the sum of Fifty (\$50.00) Dollars on an annual basis for each said employee. The Fifty (\$50.00) Dollar premium herein referred to shall be on an annual basis running from August 1, 1984 to

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July 31, 1985, and if the premium exceeds Fifty (\$50.00) Dollars per annum the excess shall be charged to the employee.

ARTICLE XVII

RETENTION OF EXISTING BENEFITS

Section 1.

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

ARTICLE XVIII

DISCRIMINATION OR COERCION

Section 1.

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

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ARTICLE XVIX
EQUAL EMPLOYMENT

Section 1.

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

Section 2.

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

duties, the Employer may then demand commencement of the leave at a time earlier than requested.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

There shall be no extension of any maternity leave beyond the ninety (90) days provided for herein, provided,

however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days.

Section 7.

While temporary employees may be granted a maternity leave as herein provided in accordance with Civil Service Rules and Regulations, the Employer shall not be responsible to hold a job for the said employee.

ARTICLE XX

ON THE JOB INJURY

Section 1.

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

(a) The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness.

(b) If the County's Workmen's Compensation insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his full pay for the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has

been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks from the County's Workmen's Compensation insurance carrier.

(c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County Workmen's Compensation insurance carrier.

(d) Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

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

accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

ARTICLE XXI
SAVINGS CLAUSE

Section 1.

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

ARTICLE XXII
RETIREE HEALTH BENEFITS

Effective January 1, 1986, the County agrees to implement a program of subsidization of health insurance cost for retirees who were represented by the Association under the terms of the labor contract with the County at the time of retirement. The conditions and requirements for retirees to receive the benefit of this subsidization program are set forth on Appendix B which is attached hereto and made part hereof.

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ARTICLE XXIII

DURATION

Section 1.


This Agreement shall be in effect from January 1, 1986 through December 31, 1988.

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

IN WITNESS WHEREOF, the parties have caused same to be executed by its respective officers or agents on the 21 day of January, 1988.

FOR THE COUNTY OF UNION

Assignment Judge of Union County



EDWARD W. BEGLEN, JR.

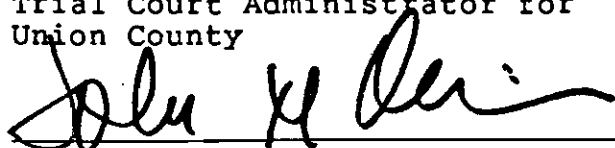
WITNESSETH:

FOR THE COUNTY COURT CLERK'S ASSN.



MICHAEL STEFANICK

Trial Court Administrator for Union County



JOHN N. MIRI

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10-13-20
10/13/20

COUNTY OF UNION
UNUSED SICK LEAVE PAYMENT
REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. ELIGIBILITY:

An employee must retire with at least twenty-five (25) years of service solely with the Employer and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement to be eligible for this benefit.

4. DEATH OF AN EMPLOYEE:

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

5. **DISABILITY RETIREMENT:**

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

6. **RETURN TO SERVICE AFTER RETIREMENT:**

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

7. **LEAVE WITHOUT PAY:**

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

8. **COMPUTATION:**

- 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 at the rate of 1/2 the employees daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift differential, stipens or other supplemental pay shall not be included in the computation.
- c) In no event shall payment for unused accumulated sick leave exceed \$7,000.
- 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.

9. GENERAL PROCEDURES:

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1986 will receive their supplemental payment no later than September 1, 1987, if elected by the employee. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment 60 days thereafter retirement, if elected by the employee.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:

- 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.

- 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
- 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- 5) All sick leave was reportable and reported accordingly.
- 6) The time-keeping procedure required certification of the accuracy of the employees pay time.
- 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

HEALTH INSURANCE BENEFITS
FOR RETIREES

Effective January 1, 1986, there shall be a hospitalization insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

1. Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1986; 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, 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 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 shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

2. Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect at the time of this award.

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

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$57.18 per month
Single, Over 65	\$14.39 per month
H/W Under 65	\$85.00 per month
H/W Spouse Over 65	
P/C Employee Under 65	
H/W Over 65	\$28.49 per month
H/W Employee Over 65	
P/C Employee Over 65	
Family Under 65	\$85.00 per month
Family Spouse Over 65	
Family Over 65	\$39.43 per month
Family Employee Over 65	

The remaining costs of the County's Hospital Insurance Plan shall be borne by the retiree.

4. Modification: In the event that the amount of the County's contribution is subsequently reduced or even eliminated, the change in practice shall apply to those persons already retired. Similarly, in the event that the Hospital Insurance Plan is changed or modified in any way, the new plan shall apply to the retirees.

JANUARY 1, 1986 SALARIES

<u>STEP</u>	<u>SALARY</u>
1	\$27,080
2	26,444
3	25,808
4	25,172
5	24,536
6	23,890
7	23,254

JANUARY 1, 1987 SALARIES

<u>STEP</u>	<u>SALARY</u>
1	\$29,718
2	29,044
3	28,369
4	27,695
5	27,021
6	26,336
7	25,662
8	24,987

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JANUARY 1, 1988 SALARIES

<u>STEP</u>	<u>SALARY</u>
1	\$31,501
2	30,787
3	30,071
4	29,357
5	28,642
6	27,916
7	27,202
8	26,486
9	25,772

APRIL 1, 1988 SALARIES

<u>STEP</u>	<u>SALARY</u>
1	\$32,029
2	31,315
3	30,599
4	29,885
5	29,170
6	28,444
7	27,730
8	27,014
9	25,772

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