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Union 72-73

AGREEMENT

THIS AGREEMENT made this 13th day of July 1972, between THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF UNION, hereinafter called "Employer", and UNION COUNCIL NO. 8 NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter called the "Association".

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

NOW, THEREFORE, in consideration of the promises and mutual agreements 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 recognizes Union Council No. 8, New Jersey Civil Service Association as the exclusive representative for the employees set forth in Unit I of the Public Employment Relations Commission's Certification dated March 13, 1970 and the employees set forth in Unit II of the Public Employment Relations Commission's Certification dated July 2, 1970, but excluding policemen, confidential employees, managerial executives and supervisors within the meaning of the Act.

ARTICLE II
MANAGEMENT RIGHTS

Section 1.

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

ARTICLE III
PAYROLL DEDUCTION OF 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. Individual authorization forms shall be furnished and filed by the Association with the appropriate business office of the Employer.

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.

ARTICLE IV

SALARIES

Section 1.

Effective January 1, 1972, all rate ranges shall be increased \$400.00.

Effective January 1, 1973, all rate ranges shall be increased \$400.00.

Section 2.

The salary schedule shall consist of six (6) steps (minimum plus 1 through 5).

(a) Step progression is based on merit consideration.

(b) No employee will be paid less than the starting rate or more than a maximum rate for his pay grade.

Section 3.

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

(a) Employees hired or who have been promoted and have less than one (1) year of service in the position, shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into.

(b) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1, and June 30th, shall receive their salary increments as of January 1.

(c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1, and December 31st, shall receive their salary increments as of July 1.

Section 4.

Effective April 28, 1972, employees of the Laboratory and X-Ray Departments of John E. Runnells Hospital shall be paid in accordance with the Resolution of the Board of Managers of John E. Runnells Hospital dated May 31, 1972.

Section 5.

Licensed practical nurses and institutional attendants shall receive an additional \$1.00 per week shift differential for the year 1972. Licensed practical nurses and institutional attendants shall receive a shift differential of an additional \$1.00 per week for the year 1973.

Section 6.

Any employee, upon promotion, may receive a salary increase effective the date of promotion.

ARTICLE V

WORK SCHEDULES

Section 1.

The Employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the daily work schedule and to vary from the daily or weekly work schedule.

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 or the addition to or decrease in the work force.

Section 2.

The parties agree that all hirings, lay offs and separations shall be in accordance with THE REVISED CIVIL SERVICE RULES FOR THE STATE OF NEW JERSEY as applicable to County governments.

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 fifteen (15) days unless a temporary appointment to such vacated position is made.

ARTICLE VII

MAINTENANCE OF WORK OPERATIONS

Section 1.

There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Association shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right

to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this article.

Section 2.

The Association will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1.

To provide for the expeditious and mutually satisfactory settlement of grievances which shall mean a complaint by an employee that there has been an improper or unjust application, interpretation or violation of this Agreement, the following procedures shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Association's designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within two (2) working days after presentation of that grievance at Step 1, he may file a grievance in writing

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

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

Step 3. The final decision of the department head shall be submitted to the Personnel Director, together with a copy of the grievance and all supporting papers, within five (5) days of the decision for his review.

Section 2.

Any grievance not presented under the grievance procedures described herein within five (5) working days of the occurrence of the condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement unless reason satisfactory to the Employer is given in explanation of the failure to present the grievance within such time.

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 program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto.

Said longevity payments shall be calculated and paid in accordance with the practices as they existed prior to the effective 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 vacation day for each month of service during the calendar year following the date of appointment.

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

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

(d) Employees with twenty completed years of service shall be entitled to twenty (20) working days vacation each year.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

If an employee leaves the County's employ for any reason 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 10.

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

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.

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 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 year of employment.

(c) Part time employees shall receive sick leave credits on a pro-rated basis.

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

Section 4.

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

Section 5.

Any employee who has been absent on sick leave for a period totalling ten days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic 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.

ARTICLE XII

PERSONAL LEAVE DAYS

Section 1.

Employees are entitled to two (2) days leave with pay for personal business. The granting of personal days off shall be for religious purposes and/or personal business. Where possible, requests for leave shall be asked for and obtained in advance of the requested date or dates from the employee's department head. Dates requested and reason for the leave shall be subject to the approval of the employee's department head. Leave days must be used in the one year period and shall not be cumulative year to year. Leave days requested at the beginning of or end of a vacation or weekend will not be granted except under extraordinary circumstances.

ARTICLE XIII

DEATH IN FAMILY

Section 1.

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

ARTICLE XIV

JURY DUTY

Section 1.

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

Section 2.

Any payment received for jury duty must be turned in to the Employer through the employee's department head less allowance for travel and meal expense.

ARTICLE XV

HOLIDAYS

Section 1.

The following days shall be considered as holidays when they occur on an employee's regularly scheduled work day:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In the event any of the above holidays falls on a Sunday, it shall be celebrated on the following Monday.

During the year 1972, the following holidays will be celebrated on the dates indicated below:

Columbus Day	October 9, 1972
Veteran's Day	October 23, 1972
Memorial Day	May 29, 1972
Washington's Birthday	February 21, 1972

ARTICLE XVI

ASSOCIATION BUSINESS

Section 1.

The Association shall advise the Employer in writing, of the names of its representatives.

Section 2.

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 bargaining.
- (b) Time spent conferring with management on specific grievances as specified in the Grievance Procedure.

Section 3.

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

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

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 personnel regulations currently in effect shall continue to be applicable, except as otherwise expressly provided herein.

ARTICLE XVIII

SAVINGS CLAUSE

Section 1.

In the event that any Federal or State legislation, governmental regulation or court decisions 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 XIX

DURATION

Section 1.

This Agreement shall be in effect from January 1, 1972 through December 31, 1973. Negotiations over a successor agreement shall begin not later than October 1, 1973.

IN WITNESS WHEREOF, the parties have caused same to be executed by its respective officers or agents on this 13th day of July, 1972.

THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF UNION

WITNESSETH:

Mateo L. McLean
Clerk of the Board of
Freeholders

BY Ernest R. Lattinor
Director

UNION COUNCIL NO. 8 NEW JERSEY
CIVIL SERVICE ASSOCIATION

WITNESSETH:

Oleg Sachenski
Secretary

BY Thomas J. McLaughlin
President

James Farley V.P.
Daniel Gregg 3rd V.P.
John Bisano