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AGREEMENT

Between

THE COUNTY OF CUMBERLAND, NEW JERSEY

And

DISTRICT 65, UNITED AUTO WORKERS OF AMERICA

JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

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ARTICLE I

PREAMBLE

This agreement entered into by the County of Cumberland, New Jersey, hereinafter referred to as the "Employer" and District 65, United Auto Workers of America, 13 Astor Place, New York, New York and 157 North Delsea Drive, Vineland, New Jersey, 08360 hereinafter referred to as the "Union", has as its purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION

The employer recognizes the Union as the designated representative for the purpose of collective negotiations according to law for all full-time and regularly scheduled or permanent part-time employees as per Appendix "A" attached. Also, all new titles which are appropriate to this designated representation, will be included under this contract as they are established by the Employer. Excluded are all other employees including casual or seasonal employees, managerial and/or supervisory employees and confidential employees.

ARTICLE III

MANAGEMENT RIGHTS

All of the authority, rights and responsibilities possessed by the County are retained by it. Management reserves all rights subject to specific limitations of this Agreement it had prior to this Agreement, including but not limited to the right of the County to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations, determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE IV

MAINTENANCE OF STANDARDS

With respect to matters not covered by this Agreement, the County will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without negotiations with the Union; provided, however, that this Agreement shall be construed con-

sistent with the free exercise of rights reserved to the County by the Management Rights clause of this Agreement.

Employees shall retain all civil rights under the New Jersey State and Federal Law.

ARTICLE V

EXISTING LAW

All rights, privileges, prerogatives, duties and obligations of parties contained in the N.J. State Constitution, Title II, Civil Service, of the Revised Statutes of N.J., in its present or amended form, shall be contained during the life of this Agreement.

In the event any portion of this Agreement shall be in conflict with or contravene said Constitution, the Revised Statutes of any other law of the State of New Jersey, or United States, that portion shall be null and void, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE VI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and

whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE VII

HEALTH AND SAFETY

The County shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. To that end, a Safety and Health Committee composed of three representatives each from Management and the Union shall be created which shall meet bi-monthly for purposes of reviewing health and safety conditions and making recommendations for their improvement. Such committee shall be responsible for creation of subcommittees to deal with particular problems.

If the County is aware of abnormally dangerous safety or health hazards not known to employees the employees involved shall be told of such hazards, the symptoms of possible exposure, necessary medical tests or treatment and what suggested precautionary steps, if any, should be taken. No employees are expected to perform work which exposes them to abnormally dangerous safety or health hazards.

The County will provide any necessary material, clothing and equipment to do the job safely.

ARTICLE VIII

BULLETIN BOARDS

Bulletin Boards will be made available by the Employer at various locations in the Court House and other permanent work locations for the use of the Union for the purpose of posting Union announcements. Political or derogatory material shall not be posted.

ARTICLE IX

NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.

ARTICLE X

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenant and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Article XXVI.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

ARTICLE XI

UNION VISITATION

Union representatives may visit County facilities for purposes of administering this Agreement provided they sign in advance and contact the appropriate supervisor. There shall be no undue interference with work.

ARTICLE XII

OVERTIME

Employees may be required to work in excess of the hours designated as the normal work week for their class title. Any employee who is authorized or required to work beyond forty (40) hours actual work for his class title shall be compensated by cash at one and one-half times the regular pay. Those employees who receive a paid lunch shall receive straight time for any length of time worked after the normal quitting time up to the

length of the meal break. Overtime at the Manor shall be paid for work performed in excess of 75 hours actual work in a pay period. All thirty-five (35) hours a week employees will be paid cash at time and a half for all hours actually worked over thirty-five (35). Instead of overtime employees may elect to take compensatory time off at the rate of time and one-half if specifically approved by the department head. The compensatory time must be taken within thirty (30) days of the accrual. Holidays not worked shall be treated as time worked for purposes of calculating overtime.

Part-time employees are those who work less than the standard full time hours per week for that position. Part-time employees are considered to be "hourly" employees and are not entitled to overtime pay or compensatory time off for less than a full week's work. Compensation shall be at a straight time rate for all hours worked up to forty (40) hours and time and a half for all extra hours in any work-week.

Effective upon the signing of this contract, full-time employees who work seven (7) consecutive full calendar work days shall be paid double time for the seventh consecutive day and each consecutive day thereafter. Paid holidays shall be included in the computation of the seven (7) calendar work days but sick days, personal days, vacation or other time off shall not. This provision shall apply even if the seven (7) consecutive calendar days spans more than one (1) pay period. It is further understood that for this provision to apply an employee must work all regularly scheduled hours (7 hours or 8 hours depending on job title) in each of the seven (7) consecutive calendar days.

ARTICLE XIII

SHIFT DIFFERENTIAL

A. Employees who work the majority of their hours between 6:00 P.M. and 6:00 A.M. will receive a shift differential rate of at least seventeen (17) cents per hour. Effective January 1, 1990 that shift differential rate shall increase to twenty-five (25) cents. Those who are receiving a greater differential will not be reduced.

B. Employees called to work on nonscheduled shifts shall be paid for the entire shift, with a one (1) hour grace period to allow employee to report to work.

C. Whenever an employee is called to return to work after having left the work premises, such employee shall be entitled to a minimum of four (4) hours pay, regardless of the number of hours worked upon such return.

ARTICLE XIV

WORKING OUT OF CLASSIFICATION

Employees working full time out of classification for two (2) consecutive work days shall, commencing with the third (3rd) consecutive work day, be paid at the higher rate of pay of the two respective classifications if they are substantially performing the duties of the higher classification.

ARTICLE XV

PROMOTIONS

Bona fide promotions shall result in a minimum increase of \$1,000.00 per annum. (Bona fide to be interpreted as those promotions complying with the language of the Personnel Manual). It is understood that newly created job titles shall not be eligible for this increase.

ARTICLE XVI

HOLIDAYS

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

General Election Day

Veterans Day

Thanksgiving Day

Christmas

In addition to the aforementioned holiday, the Board will grant a holiday when the Governor, as Chief Executive of the State of New Jersey, declares a holiday for the State employees, providing an adequate previous notice of such intent is received by the County as to allow an orderly arrangement of County affairs of business; and further, that this holiday be recognized and observed by the Federal Reserve Banking System and Educational Institutions, or when the Board of Chosen Freeholders of the County of Cumberland declares a holiday for all County employees.

Holidays which fall within an employee's vacation period shall be celebrated as soon as possible following the vacation. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holidays which fall on a Sunday shall be celebrated on the following Monday. Employees who work the holiday shall be paid for their regular pay and shall receive a day off within 50 days of the holiday worked. If the County prevents the employees from taking a day off within 50 days of the holiday worked, the employee shall receive normal holiday pay instead. In order to receive holiday pay, the employee must have worked

the scheduled work day before the scheduled holiday and the day after the holiday unless excused by illness supported by a doctor's excuse or other justifiable cause. If an employee is not scheduled to work on a holiday but is called in to work that day, the employee will be paid time and a half for that day and will be given a substitute day off within 50 days thereafter, the exact day to be at the convenience of the employer.

ARTICLE XVII

VACATIONS

As of the effective date of this Agreement, full-time employees shall be entitled to vacation with pay as follows:

For employees with less than one year of service:

One (1) working day for each month of service.

- After completion of 1 year and up to 5 years ... 12 days
- After completion of 5 years and up to 12 years. ... 15 days
- After completion of 12 years and up to 20 years ... 20 days
- After completion of 20 years 25 days

Except for permanent employees, employees cannot take vacation until after 90 days employment.

Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Unused vacation time in excess of four (4) days must be approved for carry over by the Department Head and the Personnel Department.

Employees may take vacations in periods of one-half day increments with the approval of their department head. Employees shall sign up for vacation for the calendar year by the end of the first week in January. If there is a conflict in a particular work area, the senior employee shall have preference. After the end of the sign up period, vacations shall be granted on a first come basis provided work requirements shall be met.

ARTICLE XVIII

SICK LEAVE

Sick leave with pay may be utilized by all full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

1. During the remainder of the calendar year in which an employee is first appointed, he/she will accumulate sick leave privileges as earned on the basis of 1½ day per month of service.

2. In each full calendar year thereafter, he shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established County policy. Such leave earned but not utilized shall be accumulative.

Permanent part-time employees will receive credit in proportion to the amount of time worked. Part-time employees or part time provisional employees shall not be entitled to sick leave.

3. In all cases of illness, whether of short or long term the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual possible reporting time, or other time as

required, or necessitated by the circumstances. Failure to so notify the Department Head may be cause of denial of the use of sick leave for that absence and constitute cause of disciplinary action.

4. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness within five (5) days after he returns to work from such illness.

5. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

ARTICLE XIX

DISABILITY LEAVE: OCCUPATIONAL INJURY

When an employee is incapacitated and unable to work because of any occupational injury or disease, as evidenced by certificate of a County designated physician or other doctor acceptable to the County, he shall be granted in addition to his annual sick leave with pay or any accumulations whereof, leave of absence with pay for a period of thirty (30) days or so much thereof as may be required, as evidenced by certificate of the County designated or accepted physician, but not longer than a period of which workmen's compensation payments are allowed.

If at the end of such thirty (30) day period the employee is unable to return to his respective employment, a certificate from the County designated or accepted physician shall be presented, certifying to this fact, and the employee may

elect, if he or she so desires, to use all or any part of the sick leave and vacation accumulated. In the absence of such election only workmen's compensation payments will be paid to the employee after the disability leave period and accumulated sick leave shall not be affected in any manner.

During the thirty (30) day disability leave period in which the full salary or wages of any employee is paid by the County of Cumberland, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County of Cumberland by the insurance carrier or the employee.

Whenever the County designated or accepted physician shall report in writing that the employee is fit to resume his or her duties, such employee shall forthwith report for duty.

Futhermore, if an employee, during the period of his disability is fit to perform "other" light duties, the County may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a County designated physician or other physician acceptable to the County.

Any employee on injury leave, resulting from injury while on duty, shall continue to accrue sick leave credits while his name remains on the payroll.

ARTICLE XX

LEAVE OF ABSENCE

A. General Leave

Leaves of absence except as otherwise expanded herein, are to be administered according to the provisions of the New Jersey Administrative Code, Title 4, Department of the Civil Service.

B. Personal Leave

1. All employees covered in the contract shall be granted an annual allowance of three (3) days personal leave with pay. Newly hired employees shall be credited with the right to use such three personal days at the rate of one (1) day for each four (4) months of service. Those leaving the employ of the County who have then exceeded the use of personal days shall have the compensation for same deducted on a prorata basis from their last employment check; provided, however, that this shall not apply to retirees.

2. Personal leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be cancelled.

The employee must notify his supervisor at least forty-eight (48) hours in advance except in extreme emergency, whereby

the supervisor may waive this requirement. Such personal day will be granted if there is no undue burden upon work requirements. The County will make every reasonable effort to grant employees days off requested.

3. Priority in granting such request for personal leave:

(a) Emergencies

(b) Observation of religious or other days of celebration

(c) Employee personal business

4. Personal leave may be taken in conjunction with other types of paid leave.

C. Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three (3) working days from the date of death to the day of the funeral because of death of a member of their immediate family; and where the funeral services take place out of State, the leave of absence shall not exceed four (4) working days. Where the body of the deceased is transported into the State of New Jersey, the three (3) days shall be interpreted to mean working days; the three (3) days shall be computed from the time the body of the deceased arrives in New Jersey.

Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, grandchildren, brother, sister, mother-in-law and father-in-law and members of the family

living in the same household with the employee. Proof of death may be required.

D. Leave for attendance at District 65, UAW Convention and other Union business

A total of 21 days leave with pay shall be afforded to District 65, UAW Stewards and local officers in any one calendar year to attend Annual Convention or for any other Union business. The Union shall have free option of selecting the most appropriate use of these 21 days; that is, one individual may use 21 days or 21 individuals may each use one day or any other combination not exceeding a total of 21 days. Unused leave days shall not be cumulative and cannot be transferred in whole or part of the next succeeding year.

Written notice, from the Union of the authorization of such Steward or Officer to utilize such leave time shall be given to the Employer at least fourteen (14) days in advance.

E. Military Service

1. An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks.

2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein with the Armed Forces of this State at the time of war or emergency pursuant to or in connec-

tion with the operation of any system of Selected Service. Employees having only temporary status who went on active duty with the Armed Forces of the United States shall be regarded as having resigned.

3. Any employee shall be given time off without loss of pay when:

(a) Performing jury duty

(b) Commanded to appear as a witness and not a party before a Court, Legislative Committee, or Judicial or Quasi Judicial Body, other than in connection with the performance of his duty as employee.

(c) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.

4. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other rights, privileges or benefits of employees.

ARTICLE XXI

HEALTH INSURANCE

A. Until January 1, 1990, the employees shall continue to be provided health benefits in accordance with the terms of the contract between the parties which expired December 31, 1985 and was thereafter continued in the contract which expired December 31, 1988, provided, however, the County's obligation to pay to District 65 for those employees under the District 65 Security Plan shall be limited to an amount equal to what it would have cost the County had those workers elected to be covered by the County Health Plan, this regardless of the actual cost to District 65, which may calculate its cost by reference to the utilization experience of those in the District 65 Plan. Should there be an increase in cost to the County for the County Health Plan, District 65 shall receive reimbursement equal to this increased amount. Should there be a decrease in cost to the County for the County Health Plan, District 65 shall receive reimbursement equal to this decreased amount. In no event shall the coverage afforded the employees electing the District 65 Plan be less than the coverage afforded workers covered by the County Plan, it being understood that said coverage shall be substantially the same, or better, than that provided by the County Plan. For those employees covered by the County Health Plan, the Employer shall be considered the "provider" and for those covered by the District 65 Security Plan, District 65 shall be considered the "provider".

B. (1) Effective as of January 1, 1990, those

employees who are receiving their health insurance benefits through the District 65 Security Plan shall receive such health insurance coverage as the District 65 Security Plan affords to all workers covered by the Plan. The County shall pay to District 65 for those employees under the District 65 Security Plan a sum equal to thirteen (13%) percent of the County's actual payroll for each such employee who is covered to a maximum of \$20,000.00 salary per employee. District 65 reserves the right to increase the percentage charged to County from thirteen (13%) percent to a higher percent if District 65 increases that percentage for all participants in the District 65 Security Plan, provided, however, that in no event shall the maximum percentage of payroll which County must pay exceed fifteen (15%) percent during the term of this agreement. All such increases shall be prospective only and not retroactive. Further, no such increase shall be effective as to the County unless County first receives written notice of an increase not less than sixty (60) days in advance after January 1, 1990.

(2) The cost of the Security Plan shall be prepaid by County on January 1, 1990 for a period of three (3) months and, commencing April 1, 1990 shall thereafter be prepaid on a monthly basis thirty (30) days in advance.

(4) Initial payment to the Security Plan on January 1, 1990 shall be based on the payroll in effect on that date. Each monthly payment commencing with the first monthly payment on April 1, 1990 shall be based on the payroll in effect on that date. Thereafter, on or about April 10, 1990, the

County shall recompute the initial payment made by the County to the Security Plan based on the actual payroll during the period of January 1, 1990 through March 31, 1990 and shall pay any additional sum owed to District 65 on the next payment date or shall decrease the next succeeding payment by any credit due the County. Thereafter, on or about May 10, 1990 and on the same date each month thereafter, the County shall follow the same procedure, that is, it shall recompute the preceding payment based upon actual payroll during that period and shall pay or receive a credit on the next succeeding payment.

5. The County agrees to submit with each payment a list of all employees covered by this Agreement showing monthly earnings of each employee, and such other information as may be required by the 65 Security Plan Office to guarantee the sound and efficient operation of the Plan.

C. Effective as of the date of signing of this Agreement all newly hired employees with the bargaining unit shall be enrolled in the District 65 Security Plan.

D. It is understood there will be two (2) open enrollment periods of twenty-eight (28) days each during which period, and only during which period, employees may elect to be provided with insurance by the County in accordance with its health insurance plan or by District 65 through its District 65 Security Plan. The first such open enrollment period shall commence January 1, 1990 and the second shall commence January 1, 1991.

ARTICLE XXII

LIFE INSURANCE

Employer will continue to provide full-time employees with same life insurance coverage as before. Such coverage shall become effective ninety (90) days after date of employment.

When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave.

When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for workmen's compensation.

ARTICLE XXIII

CREDITS FOR EMPLOYERS

A. The Employer agrees to relieve the employee's expense of a Physical Examination when it is required by the employer; such as in the case of the County Manor.

B. Mileage Allowance for authorized use of personal automobile will be at the rate of twenty (20) cents a mile. Effective September 1, 1989 the mileage rate shall be increased to twenty-two (22c) a mile. If mileage allowances are increased for other County employees, such increases will be effective for those under this Agreement.

C. It is agreed that the Employer will pay to all Road Department employees covered by this Agreement, a sum of \$3.50 for each mealtime the employee would normally experience while he was requested to perform emergency work after his normal workday ended such as removing ice and/or snow.

D. Public Health Nurses shall receive the sum of \$25.00 per year as a cost allowance. Said allowances shall be paid on or about December 15 of each year to employees whose name appears as being currently employed.

ARTICLE XXIV

RETIREMENT

A permanent employee who enters retirement and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty percent (50%) of his/her accumulated sick time as severance pay, said payment not to exceed \$9,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a mutually agreed time within reason between the retired employee and Employer.

ARTICLE XXV

SENIORITY

A. Seniority once an employee becomes a permanent employee is defined as an employee's total length of continuous service with the Employer, beginning with his original date of hire, provided that such service was not interrupted except by authorized leave of absence and except as modified by Civil Service. Employees promoted to positions outside this Agreement shall maintain their seniority in prior position for a period of one (1) year.

3. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

1. If hired prior to the effective date of this Agreement, seniority preference among such employee shall be determined by the order in which such employees are already shown on the Employer's payroll records.

2. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in accordance with Civil Service Rules and Regulations or in alphabetical order whichever is applicable.

ARTICLE XXVI

GRIEVANCE PROCEDURE

A. Purpose

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 employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Union. There shall be no meeting of management.

which results in disciplinary action unless the employee has been given the right to have a Union representative present with him.

3. Definition

The term "Grievance" means any complaint, dispute or controversy concerning the interpretation, application or operation of this Agreement. Only one subject matter can be conferred in any one grievance and the article number must be specified on the Grievance Form.

Where the grievance involves an alleged violation of rights and privileges specified in Civil Service law and rules for which there is specific appeal to Civil Service, this matter shall be presented to Civil Service directly.

The Employer and the Union agree in conjunction with the Grievance Procedure that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

C. Any grievance, dispute or complaint that might arise between the parties shall be settled as set forth in the following:

(i) Employee Grievances

Step 1. The grievance shall be taken up with the employee's Administrative Supervisor, in writing within five (5) working days of the occurrence or within five (5) working days,

after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the Supervisor shall then attempt to adjust the matter and shall respond within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing, by the Union and the employee to the Department Head within five (5) working days following the determination of Step 1. The Department Head shall meet with the Union and/or employee and respond in writing within five (5) working days, after the receipt of the grievance.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union and the employee to the Personnel Committee of the Board of Freeholders in writing within five (5) working days after the response from the Department Head is due. A hearing may be requested before Employer's Personnel Committee.

The Employer's Personnel Committee will render its decision within ten (10) working days.

The Union shall have 30 days after this period to submit the grievance to the American Arbitration Association to be handled in accordance with the normal Rules and Regulations of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties. The

arbitrator shall have no authority to render an award which goes beyond the provisions of this Agreement. The fees and expenses for the arbitrator shall be shared equally by the parties.

Should employees elect to proceed under this Article they shall not have the right then to proceed on the same grievance within the Civil Service Rules and Regulations. If the employee proceeds under the Civil Service Rules and Regulations he shall have no rights under this Article.

(ii) Employer Grievances

If the Employer has a grievance against the Union it shall present its grievance to the Union in writing within five (5) working days of the occurrence or within five (5) working days after it would reasonably be expected to know of the occurrence. Failure to act within the said five (5) days shall be deemed to constitute an abandonment of the grievance.

The Union shall respond to Employer within five (5) working days. If the grievance remains unadjusted it shall be presented at a meeting of employer's representatives and representatives of the Union.

The Union shall render its decision within 10 working days.

The Employer shall have thirty (30) days after this period to submit the grievance to the American Arbitration Association. The decision of the arbitrator shall be final and

binding upon both parties. The arbitrator shall have no authority to render an award which goes beyond the provisions of this Agreement. The fees and expenses for the arbitrator shall be shared equally by the parties.

ARTICLE XXVII

STEWARDS

It is agreed that there shall be one steward representing the following departments or areas:

Road Department, engineering and planning board, registered nurses, licensed practical nurses, maintenance-boiler room, laundry, detention, JINS shelter, clerical, security, public health.

There shall be two stewards representing the following areas and/or departments:

- A. Aides
- B. Dietary
- C. Housekeeping
- D. Activity and Therapy in Day Care
- E. Court house, Jail, Office of Aging and Board of Education.

Stewards in administering the collective bargaining agreement shall conduct their business wherever possible on non-working time. When it is necessary to do it on working time, interference with work shall be kept to an absolute minimum. Stewards shall notify and get approval from their supervisors prior to leaving their work and such approval shall not be unreasonably withheld. Stewards shall be allowed up to two hours off per month with pay nine times per year, if scheduled to work

in order to attend meetings which may be scheduled when they are normally working. Stewards shall notify their supervisor of this need at least two weeks in advance.

ARTICLE XXVIII

CHECKOFF

Upon receipt of written authorization from employees the County shall deduct regular union dues initiation fees and assessments. If allowable by law, the County shall upon receipt of written authorization from employees the County shall deduct contributions as set forth in such authorization to the Martin Luther King fund and the District 65 Credit Union.

The County and the Union shall submit to binding arbitration the question of whether employees who have not signed and submitted to the County a written authorization allowing the deduction of regular Union dues, initiation fees and assessments shall be required to pay to the Union a representation fee in lieu of dues in an amount not to exceed 85% of such regular membership dues, fees and assessments. In the event of a determination feasible to the Union, the County shall thereafter deduct said sum from the wages of those employees to the extent allowed under New Jersey law. In the interim, the County shall continue deductions from such employee and shall hold the sums deducted in escrow pending the determination. In the event of a

determination favorable to the Union, the County shall forward the proper sum to the Union.

Deductions shall be made in the last pay of the month and shall be forwarded to the Union no later than the 10th day of the following month. The normal monthly dues applicable to employees covered under this Agreement as of its effective date is 1% of the employee's salary.

The union agrees to indemnify and save the County harmless from any suit or liability arising because of action taken or not taken by County pursuant to this Article.

ARTICLE XXIX

MISCELLANEOUS

1. Perspective applicants referred by the Union for job openings will be considered on an equal basis with other applicants.

2. Job vacancies shall be posted in accordance with Civil Service Rules and Regulations.

3. The Union shall be notified when layoffs are required in order that there may be discussion concerning the transfer of affected employees to other vacant positions.

4. If it is necessary to subcontract work the Union shall be notified in advance of the subcontract which would result in layoffs in order to discuss the reasons for the subcontracting.

5. The Union shall be notified of employees who are discharged.

6. Employees who are promoted from positions within the bargaining unit to positions outside the bargaining unit shall retain their seniority rights for a period of one year.

EDUCATION PLAN

7. Commencing January 1, 1991, the County agrees to pay employees through the District 65 Education Plan for school tuition costs incurred by any employee within the unit on the following basis:

(a) The course must be taken at a school approved by the County for that purpose before the tuition cost was incurred; and

(b) The course taken must be directly related to the employee's present work duties; and

(c) County will pay District 65 only after the employee has successfully completed the course with a passing grade.

(d) The District 65 Education Plan shall pay to the employee the tuition costs paid to District 65 by the County.

In order for any course taken by an employee to qualify, the school and the course to be taken must first be submitted by District 65 to County for approval as to both the school and the course. After approval the employee may undertake the course. Upon submission to County of proof that the employee successfully completed the course, then County will reimburse District 65.

In no event shall County pay to the District 65 Education Plan for any such costs for the entire calendar year of 1991 in excess of a sum equal to one-half of one percent of the total annual payroll for the year 1991 for those employees within the unit.

ARTICLE XXX

LONGEVITY

A. Effective January 2, 1985, longevity pay will be paid in accordance with the longevity program adopted by Freeholder Resolution #111 in the year 1970 and any amendments and supplements thereto.

5 - 9 years of service	\$100.00	each year
10 - 14 years of service	200.00	each year
15 - 19 years of service	300.00	each year
20 - 24 years of service	400.00	each year
25 years of service thereafter	500.00	each year

Years of service would mean the employee's total length of continuous service beginning with his original date of hire, provided that such service was not interrupted except by authorized leave of absence and except as modified by Civil Service. Effective January 1, 1991 each of the above service categories shall be increased by \$100.00 as follows:

SMD
1-3-90

5 - 9 years of service	\$200.00	each year
10 - 14 years of service	300.00	each year
15 - 19 years of service	400.00	each year
20 - 24 25 years of service	500.00	each year
25 years of service thereafter	600.00	each year

ARTICLE XXXI

SALARIES AND WAGES

A. For all salary and wage purposes, all employees shall be placed in Job Group 1, 2 or 3 in accordance with Appendix B attached hereto and made a part hereof.

B. All full-time employees in the employ of County on December 31, 1988 and continuing on the payroll until and as of the date of the signing of this agreement shall receive one or two increases in wages, as indicated, one retroactive to January 1, 1989 and the other, if applicable, retroactive to July 1, 1989. The amount of the wage increase shall be determined by the employee's Job Group, as follows:

NOTE: All employees hired during calendar year 1989 and appearing on payroll as of July 24, 1989 shall receive a retroactive increase prorated from date of hire.

<u>Group</u>	<u>Increase Effective 1/1/89</u>	<u>Increase Effective 7/1/89</u>
Group 1	Under 12,000 - \$700.00	\$450.00
	Under 15,000 - \$700.00	\$200.00
	Over 15,000 - \$800.00	
Group 2	Under 11,601 - \$2,400.00	\$300.00
	Under 14,000 - \$700.00	\$450.00
	Under 17,400 - \$700.00	\$200.00
	Over 17,400 - \$800.00	
Group 3	\$1,250.00	

All full-time employees in the employ of County on January 1, 1990 shall receive one or two increases in wages, as indicated, during the year 1990, one on January 1, 1990 and the other, if applicable, on July 1, 1990. The amount of the wage increase shall be determined by the employer's Job Group, as follows:

<u>Group</u>	<u>Increase Effective 1/1/90</u>	<u>Increase Effective 7/1/90</u>
Group 1	Under 12,000 - \$850.00	\$300.00
	Under 13,000 - \$700.00	\$450.00
	Under 15,500 - \$700.00	\$250.00
	Over 15,500 - \$850.00	

Group 2	Under 15,000 - \$700.00	\$450.00
	Under 17,400 - \$700.00	\$250.00
	Over 17,400 - \$850.00	
Group 3		\$1,250.00

All full-time employees in the employ of County on January 1, 1991, regardless of which group that employee is in, shall receive one or two increases in wages, as indicated, during the year 1991, one on January 1, 1991 and the other if applicable, on July 1, 1991. The amount of the increase shall be determined by the employee's Job Group, as follows:

<u>Group</u>	<u>Increase Effective 1/1/91</u>	<u>Increase Effective 7/1/91</u>
Group 1	Under 14,000 - \$ 700.00	\$300.00
	Under 16,000 - \$ 900.00	
	Over 16,000 - \$1,100.00	
Group 2	Under 16,000 - \$ 700.00	\$300.00
	Under 18,300 - \$ 900.00	
	Over 18,300 - \$1,100.00	
Group 3		\$1,400.00

C. Any full-time employee hired by the County after January 1, 1989 and appearing on the payroll as of the date of the signing of this agreement and who is in Job Group 1 or 2 and whose annual salary for the calendar year 1989 is below the minimums set forth hereinafter, shall have his or her salary increased to the minimum base salary set forth in Table 1 for the year 1989 for that Job Group and shall be paid at that rate retroactively to the date of that employee's hire. Thereafter, effective January 1, 1990, the years 1990 and 1991 each such employee shall receive wage increases in the amount set forth in subparagraph B above in accordance with that employee's Job Group.

D. Every full-time employee hired after the date of the signing of this agreement shall be hired at a salary at least equal to the minimum salary set forth for that Job Group for the year in which the employee is hired. There is no minimum required for newly hired employees in Job Group 3. No employees hired after that date of the signing of this agreement shall receive any increase of base salary during the year of hire but shall receive such increases as go into effect for that Job Group in succeeding years in the amounts set forth in Table 1.

E. All provisional and permanent part-time employees meeting all of the employment criteria set forth in subparagraph B (excepting that they are part-time instead of full-time) shall receive pro-rated increases in salary in accordance with their employment group and the schedule of increases set forth in subparagraph B. Pro-rated increases shall be determined by dividing the increase provided for by the number of hours worked by full-time employees in that position and then increase the part-time employees hourly rate accordingly.

F. All employees hired on or after January 1, 1990 shall be hired at not less than the minimum wage provided for that job as set forth in Tables I and II.

TABLE 1

<u>JOB GROUP</u>	<u>MINIMUM SALARY</u>
<u>GROUP 1</u>	
1989	\$12,000
1990	\$13,000
1991	\$14,000
<u>GROUP 2</u>	
1989	\$14,000
1990	\$15,000
1991	\$16,000

TABLE 2

	<u>1989</u>	<u>1990</u>	<u>1991</u>
Graduate Nurse	\$28,000	\$29,000	\$30,000
* Graduate Nurse - Public Health	\$24,500	\$25,500	\$26,500
* Public Health Nurse	\$26,800	\$27,800	\$28,800
Licensed Practical Nurse	\$20,000	\$21,000	\$22,000

*35 hours per week

ARTICLE XXXII

DURATION

This Agreement shall be effective as of January 1, 1989, and continue until the 31st day of December, 1991.

This Agreement shall automatically renew itself on a year-to-year basis after the initial three-year term unless either party gives at least sixty (60) days notice to terminate or modify this Agreement, and it shall remain in full force and effect during all period of negotiation and until the new Agreement is formally agreed to.

This Agreement between the County of Cumberland, New Jersey and District 65, United Auto Workers of America, has been executed this day of 1989.

County of Cumberland

District 65, United Auto Workers of America

James J. Zimm
Deanna N. Lippencott

Deann Smith 1/3/90

[Signature]

Susan M. D'Ottavio
Subject to Union Ratification
Yeresa Brown Local Officer
subject to Union Ratification

Earl E. Rydat, Jr
Wynold R. Brown, Jr
Geneva Crawford
Carla Brown

Lucy R. Beatty
John H. Tompkins
Debra Ems
Lillian Moran

Layne S. Ball
Frank G. Cluff Sr.
Deborah
Dendolyn B. Burk

George E. Bantam
Betty Jean Lapeere
Robert F. Boyd
Alvin M. Simpkins
Robert R. Gregg
Julia Mae Pitts
Virginia M. Follis

APPENDIX A

Account Clerk
Account Clerk Stenography
Account Clerk Typing
Alcohol Counselor
Alcohol Counselor Certified
Alcohol Counselor Trainee
Assistant Engineer
Assistant Engineer - Highway
Assistant Planner
Assistant Supt. Wts/Meas
Assistant Supv. Sr. Citizens Activities
Assistant Co. Sup. Wts/Meas
Auto Mechanic
Building Maintenance Repairer
Building Service Foreman M/F
Building Service Worker
Building Service Supervisor
Cabinet Maker
Carpenter
Clerk Bookkeeper Typing
Clerk Driver
Clerk Stenographer
Clerk Typist
Clinic Clerk
Clerk Bookkeeper
Clerk Typing Bilingual
Cook
Counselor Aide

Data Control Input Operator
Dental Assistant
Electrician
Electrician Repairman
Emergency Medical Technician Dispatcher
Engineering Aide
Environmental Therapy Aide
Equipment Operator
Field Rep Disease Control
Field Rep Sr. Citizen
Field Rep Sr. Cit Day
Field Rep - WIC Program
Fire & Ambulance Dispatcher
Food Service Worker
Graduate Nurse Penal Institution
Graduate Nurse
Graduate, Public Health
Head Counselor
Head Nurse
Health Aide
Health Educator
Heavy Equipment Operator
Institutional Attendant
Institutional Attendant/Physical Therapy Aide
Junior Librarian
Junior Library Assistant
Junior Library Assistant Typing

Juvenile Detention Officer
Laborer - Roads
Laborer - Building
Laundry Worker
Library Guard
Linen Room Attendant
Mechanic
Medical Records Clerk
Messenger
Omnibus Operator Class I
Omnibus Operator Class II
Painter
Payroll Clerk
Payroll Clerk Typist
Plumber
Practical Nurse (Unlicensed)
Practical Nurse (Licensed)
Principal Account Clerk
Principal Clerk Bookkeeper
Principal Clerk Typist
Principal Sanitary Inspector
Principal Engineering Aide
Principal Planner
Radio Dispatcher
Recreation Leader
Refrigeration Mechanic
Sanitary Inspector
Sanitary Inspector - Trainee

Seamstress
Senior Account Clerk
Senior Bookkeeper
Senior Building Maintenance Worker
Senior Building Service Worker
Senior Clerk Bookkeeper
Senior Clerk Bookkeeper - Typing
Senior Clerk Stenographer
Senior Clerk Typist
Senior Citizen Program Aide
Senior Cook
Senior Engineering Aide
Senior Food Service Worker
Senior Health Aide
Senior Health Aide, Bilingual
Senior Juvenile Detention Officer
Senior Legal Stenography
Senior Librarian
Senior Library Assistant
Senior Laundry Worker
Senior Mechanic
Senior Offset Machine Operator
Senior Payroll - Typing
Senior Pharmacy Aide
Senior Planning - Draftsman
Senior Planner
Senior Sanitary Inspector

Senior Stationary Engineer
Senior Telephone Operator
Senior Traffic Signal Repairer
Site Manager, Nutrition Program Elderly
Social Service Assistant - Typing
Social Worker
Social Worker, Aging
Stationary Engineer
Stationary Fireman
Stock Handler
Storekeeper - Auto
Teacher, Juvenile Facility
Telephone Operator Receptionist
Telephone Operator
Traffic Analyst
Traffic Maintenance Worker
Truck Driver
Ward Clerk
Youth Group Worker

APPENDIX B

GROUP 1

<u>TITLES</u>	<u>POINTS</u>
Building Maintenance Worker	86
Building Service Worker	86
Ford Service worker	86
Grounds Keeper	86
Sr. Building Maintenance Worker	100
Sr. Building Service Worker	100
Clerk Driver	102
Clerk Driver Typing	102
Clerk Typist	102
Receptionist Telephone Operator	104
Telephone Operator	104
Laborer	106
Clerk Stenographer	117
Sr. Clerk Typist	117
Omnibus Operator	120
Draftsman	122
Eng. Draftsman	122
Jr. Librarian Asst.	122
Sr. Citizens Program Aide	122
Account Clerk	125
Ward Clerk	125
Ward Clerk	125
Comm. Operator	128
Sr. Clerk Steno	130
Cook	141
Envir. Therapy Aide	141
Ins. Att. Phy. Ther. Aide	141
Institutional Attend.	141
Sr. Account Clerk	141
Sr. Pharmacy Aide	141
Truck Driver	144
Engineering Aide	147
Prin. Clerk Typist	147
Sr. Librarian Asst.	147

GROUP 2

<u>TITLES</u>	<u>POINTS</u>
Prin. Drafting Tech	152
Prin. Acct. Clerk	160
Prin. Clerk Stenographer	160
Sr. Purchasing Asst.	160
Social Ser. Asst. Typ.	160
Painter	173
Painter Specialist	173
Equip. Operator	175
Prin. Librarian Asst.	177
Supv. Acct. Clerk Typist	181
Boiler Operator	187
Maint. Repairer Lpl	187
Auto Mechanic	203
Heavy Equip. Operator	203
Juv. Det. Officer	203
Mechanic	203
Plumber	208
Prin. Engineering Aide	208
Alcohol Counslor Train.	213
Asst. Admin. Analysis	213
Emer. Med. Tech. Disp.	213
Traffic Maint. Worker	213
Sr. Traffic Maint. Worker	216
Cabinet Maker	220
St. Offset Mach. Operator	245
Supr. Engr. Aide	245
Dental Asst.	252
Envir. Spec.	252
Field Rep. Health Ed.	252
Field Rep. Sr. Citizens Program	252
Inspector, Mosquito Dept.	252
Sanitary Inspector	252
Site Mar. Ntr. Program	252
Sr. Mechanic	252

GROUP 3

<u>TITLES</u>	<u>POINTS</u>
Practical Nurse	194
Traffic Sign Repair Supv.	260
Sr. Sanitary Inspector	262
Graduate Nurse	282
Graduate Nurse P H	282
Graduate Nurse Unlic.	282
Sr. Planner	289
Asst. Dir. Consumer Protection	291
Rec. Leader Arts & Crafts	298
Recreation Leader	298
Sr. Bridge Rd. Inspect.	298
Teacher Juv. Facility	298
Youth Group Worker	298
Superv. Carpenter	308
Head Nurse	330
Alcohol Counselor	332
Principal Planner	332
Asst. Supv. Sr. Citizens Act.	353
Head Teacher	417
Prin. Librarian	464
Asst. Planner	534
Industrial Rep.	534