

AGREEMENT BETWEEN THE

COUNTY OF UNION

and

FMBA, NAGE LOCAL R-2343

EFFECTIVE: JANUARY 1, 2015 THROUGH DECEMBER 31, 2015

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AGREEMENT

This Agreement made this 12th day of March, 2015 between THE COUNTY OF UNION, hereinafter called "Employer" and FIREMEN'S MUTUAL BENEVOLENT UNION, NAGE LOCAL R-2343, hereinafter called the "Union."

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

Whereas, the parties, pursuant thereto, have reached an agreement on the matters hereinafter set forth,

Now, therefore, in consideration of the mutual covenants, obligations and conditions herein contained, the parties hereto agree to and with each other as follows:

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative for collective negotiations voluntarily and pursuant to the Certificate of Representative of the State of New Jersey, Public Employment Relations Commission, dated March 21, 2011 (Docket No. RO-2011-049) and for all regularly employed non-supervisory hazmat and full time emergency medical technician employees employed by the County of Union including those in the following titles: Responder, Hazmat Technician 1, Hazmat Technician 2 and Emergency Medical Technician, but excluding employees represented in other negotiations units, police, confidential employees, managerial executives, craft employees, professionals, supervisors within the meaning of the Act, and all part-time EMTS and non-contractual employees.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

The Union 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.

Section 2.

Whenever the term “Employer”, “Department Head” or “Supervisor” shall be used throughout this Agreement, it shall mean and include the County Board of Freeholders and/or the County Manager and/or their designees as specifically may be provided in N.J.S.A. 40:41A-45 et seq. or the Administrative Code of the County of Union. The term “County” is interchangeable with the term “Employer.”

Section 3.

Except as modified, altered or amended by the within Agreement, the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby 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 America including but without limitation the following rights, privileges and functions:

- A. The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment.
- B. The right to hire all employees and subject to existing civil service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.
- 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 against any employee.

Section 4.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Freeholders, the County Manager or other designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and expressed terms of this Agreement are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States.

Section 5.

Nothing contained herein shall be considered to deny or restrict the Board of Freeholders, the County Manager or other designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other state laws or regulations as they pertain to County Manager form of government.

ARTICLE 3

PAYROLL DEDUCTIONS OR UNION DUES

Section 1.

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

An authorization for deduction of Union 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 Union membership dues will be certified by the President of the Union in writing to the Employer, and the amount so certified will be uniform for all members of the Union.

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Union 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, in which event a representation fee in lieu of dues will be payable as set forth in Section 4.

Section 4.

- A. During the term of this contract, the County will continue to abide by the January 1, 1984 Agreement that if an employee covered under this contract does not become a member of the Union, the Union shall furnish the name of such person to the County requesting that the employee, through payroll deduction, pay a representation fee in lieu of dues for services rendered by the Union.
- B. The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to, or benefit only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- C. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained by the Union, which shall be in accordance with appropriate statutory provisions and Court Decisions, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contract

administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.

- D. The mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- E. The Union will continue to notify the County Manager, in writing, of the current annual dues and/or the amount of the representation fee and will from time to time thereafter give to the County at least a sixty (60) day notice, in advance, of any changes in the annual membership or representation fee schedule so that the same can be accommodated by the County within a sufficient time after it receives the notice.
- F. The Union shall provide the County with a copy of its Demand and Return System on an annual basis no later than January 15th.
- G. The Union shall indemnify, defend and save the County of Union harmless against any and all claims, demands, suits, or other forms of liability, that shall arise out of or by reason of the action taken or not taken by the County of Union in reliance upon the representation fee information furnished by the Union or its representatives.

ARTICLE 4
UNION BUSINESS

Section 1.

The Union shall advise the Employer in writing of the name of its representatives and the terms for which they are to serve in a representative capacity.

Section 2.

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

- A. Collective negotiations.
- 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.

Section 3.

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

- A. Notify the supervisor of any Employer facility visited on arrival.
- B. Notify his supervisor or designated representative upon return to the job.
- C. Record his time out and time in with his supervisor upon leaving and returning to his job.

Section 4.

Effective upon the execution of the Agreement, the parties agree that the FMBA President or designee will be permitted to attend the FMBA Conventions and State and Local FMBA meetings. All requested time off will be in writing and will require prior approval.

ARTICLE 5

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, however, upon making permanent changes the Employer shall give to the Union seven (7) calendar days' notice where practicable, and further provided that permanent changes in work schedules shall comply with existing Department of Personnel Rules.

Section 2.

The normal work week shall consist of not less than forty (40) 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. 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 6

DISCIPLINE

The parties agree that all hirings, layoffs, separations, promotions, demotions and disciplinary actions shall be in accordance with the Department of Personnel Rules for the State of New Jersey, as applicable to the County Manager form of government. All discipline shall be for "Just Cause."

ARTICLE 7

NO STRIKE 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 Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The County 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 Union 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 Union's members participate in such activities, in violation of this provision, the Union 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 8
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 procedures to be used shall be as follows:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Union's designated representative who shall be an employee of the County for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within ten (10) working days of when the grievant knew or should have known of the facts which gave rise to the grievance.

Step 2. If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) working days after the presentation of that grievance at Step 1, the aggrieved party may file a grievance in writing with his division head or his division head's designee. A hearing on the grievance shall be held between the division head or his division head's designee and the aggrieved party and the Union's designated representative. The division head or the division head's designee will render a final decision in writing within five (5) working days.

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

Step 3. If the aggrieved party is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the aggrieved party may file a grievance in writing with his department head or his department head's designee. A hearing on the grievance shall be held between the department head or his department head's designee and the aggrieved party and the Union's designated representative. The department head or the department head's designee will render a final decision in writing within five (5) working days.

Step 4. If the aggrieved party is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 3, the aggrieved party may file the grievance and all supporting papers with the County Manager for review. The aggrieved member shall have his or her grievance presented by a designated representative of the Union, and the Union shall have the right to have the grievance presented by the Union's legal representative. If the County Manager and/or designee conducts any hearing, the Union shall be obligated to participate even if the grievant has selected his own attorney.

Step 5. Arbitration. In the event a grievance has not been resolved to the satisfaction of the Union at Step 4 and/or within thirty (30) days from the date of the submission of the Step 4 grievance, it may request final and binding arbitration of the grievance. The Union shall make this request by mailing a written notice for arbitration to the New Jersey Public Employment Relations Commission ("PERC"), P.O. Box 429, 495 W. State Street, Trenton, New Jersey 08625-0429. A copy of the notice for arbitration shall also be mailed to the Employer designee, the County Manager and the Director of Personnel. The written notice to PERC shall request that agency to submit duplicate panels of arbitrators to each of the respective parties to this

Agreement so that they may exercise their right of selection and file same directly with PERC pursuant to its rules.

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

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the issue is the same or similar. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this Agreement; nor may the arbitrator deprive the parties of any right reserved, expressed or implied, by them for their benefit hereunder.

The cost of the arbitrator shall be paid equally by the parties. Each party shall be responsible for its own cost incurred in arbitration.

ARTICLE 9

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 thirteen (13) working days vacation each year.

- C. Employees with eight completed years to ten years of service will be entitled to fourteen (14) working days vacation each year.
- D. Employees with ten completed years to fifteen years of service will be entitled to seventeen (17) working days vacation each year.
- E. Employees with fifteen completed years to twenty years of service will be entitled to nineteen (19) working days vacation each year.
- F. Employees with twenty completed years to twenty-five years of service will be entitled to twenty-two (22) working days vacation each year.
- G. Employees with twenty-five to thirty or more completed years of service will be entitled to the following number of working days vacation each year:

twenty-five years	-	twenty-seven (27) days
twenty-six years	-	twenty-eight (28) days
twenty-seven years	-	twenty-nine (29) days
twenty-eight years	-	thirty (30) days
twenty-nine years	-	thirty-one (31) days
thirty or more years	-	thirty-two (32) days

Section 2.

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

Section 3.

The County shall have the exclusive right to determine when an employee's vacation shall be scheduled, except as otherwise provided in this Agreement. The County 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 Departmental 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 a 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, except as set forth in Section 5 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 charge 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 into the next succeeding year only.

Section 11.

Individual departments may continue any policies or practices, established prior to January 1, 2005, which have been adopted concerning the manner of distributing vacations to employees. In the absence of a departmental vacation policy, or in such case where a department seeks to change the manner in which employees select vacations, such vacations shall be granted on a departmental seniority basis. If a seniority basis is utilized, a procedure for picking or bidding for vacations shall be established.

ARTICLE 10

SICK LEAVE

Section 1.

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (defined herein as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and any other relatives residing in the employee's household); (4) death in the employee's immediate family. Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the County.

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. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 3.

Sick leave is earned in the following manner:

- A. New employees shall only receive one (1) working day for the initial month of employment if they begin on the first through eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third day of the month.
- B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen working days.
- C. Part-time employees shall be entitled to a proportionate amount of paid sick leave.
- D. Paid sick days shall not accrue during a leave of absence without pay or during a suspension.
- E. Sick leave credits shall not accrue after an employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- F. Unused sick leave shall accumulate from year to year without limit.

Section 4.

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 County 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 County. In addition, the County in its discretion may require proof of illness of an employee on sick leave whenever such proof is reasonable.

Section 5.

An employee who has been absent on sick leave for a period totaling fifteen (15) 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 or recurring nature causing recurring absences of one day or less in which event only one medical certificate shall be required for every six (6) 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 June 1, 2001, the County agrees to introduce a modified 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 fifty-five (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 Exhibit A and made a 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 maximums set forth in Exhibit A.

ARTICLE 11

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 schedule 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. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to his or her Department Head. The leave may only be taken if the Department Head approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than 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) month 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 extraordinary circumstances.

Section 3.

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

ARTICLE 12

DEATH IN FAMILY

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, grandchildren, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE 13

JURY DUTY

Section 1.

An employee summoned for jury duty shall receive his regular pay from the County 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 returned to the Employer through the employee's department head less allowance for travel and meal expense.

ARTICLE 14

HOLIDAYS

Section 1.

Effective January 1, 2013, employees shall be entitled to 14 holidays; the value of which shall be added to an employee's base pay. Those holidays are:

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

Effective March 28, 2013, ten (10) of the holidays shall be included in an employee's base pay. Effective January 1, 2014, four (4) additional holidays shall be included in an employee's base pay for a total of fourteen (14) holidays. Holiday pay shall be paid in equal installments with the Employer's regular payroll cycles.

ARTICLE 15

SALARIES

Section 1.

Except for adjustments to salary ranges as herein provided, there shall be general wage increases applicable to all classifications covered by this agreement as follows:

Effective January 1, 2015: 2%

Employees holding the titles Hazmat Responder/EMT, EMT, and Hazmat Tech 1 shall receive a \$5000.00 increase to base salary effective January 1, 2015 as a retention adjustment.

Section 2.

The salary rates and ranges for classifications covered hereunder for the term of this Agreement shall be as set forth on Exhibit D. Salary increases where applicable shall be prorated on an hourly basis for part-time employees as set forth in Exhibit D.

Section 3.

Employees shall be paid on a bi-weekly basis. Direct deposit shall be made available to all covered employees. New employees hired after July 1, 2005, shall be enrolled in direct deposit; exempted from this requirement are those employees who do not maintain a bank account.

In order to maintain a bi-weekly basis for paycheck distribution, effective January 1, 2010, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

2010: Friday
2011: Monday
2012: Tuesday
2013: Wednesday
2014: Thursday

This cycle will continue every five (5) years. In the event the County determines to change the pay schedule to a bi-monthly schedule, the FMBA agrees that it will accept the change without dispute.

When the pay day occurs on a holiday, paychecks or direct deposits will be issued on the day prior to holiday.

ARTICLE 16

OVERTIME

Section 1.

The employer agrees that overtime consisting of time and one-half (1½) of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours of work per week. The computation of overtime shall include base pay, longevity and shift differential, where applicable.

Section 2.

Employees shall not be paid overtime unless such overtime is authorized by his or her supervisor.

Section 3.

Overtime shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done.

Section 4.

There shall be no pyramiding of premium time.

Section 5.

An employee who is called in to work overtime shall receive a minimum of four (4) hours pay.

Section 6.

Employees may be permitted to accumulate a maximum of 40 hours of compensatory time during the calendar year. The 40 hours shall be replenishable but, at no time, may compensatory time exceed 40 hours. Any unused compensatory time remaining at the end of the year shall be paid out at the employee's then regular rate consistent with the County's pay practices.

ARTICLE 17

ON CALL PAY

Employees required to be on call shall be paid \$300.00 for each week they are required to remain on call. The on-call supervisor shall receive a stipend equivalent to 7% of base salary, to be added to base salary, as recognition for his 24/7 on-call status.

ARTICLE 18

RETENTION OF EXISTING BENEFITS

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 County 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 19

NON DISCRIMINATION AND EQUAL EMPLOYMENT

Section 1.

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

Section 2.

The County and the Union 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, rules and regulations.

ARTICLE 20

LEAVE OF ABSENCE

Leave of absence without pay may be granted to permanent employees for good and substantial reasons such as education or maternity in accordance with the personnel policies of Union County. Requests for leave without pay must be submitted in writing by the employee to his or her Department Head.

Employees serving on leave of absence without pay under circumstances that qualify under The Family and Medical Leave Act of 1993 (FMLA) and the New Jersey Family Leave Act (NJFLA) will have such leave considered to be taken under and in accordance with the applicable provisions of the FMLA or the NJFLA with all current amendments. The County's Policy governing Family and Medical Leaves shall be incorporated as if set forth fully herein, attached hereto as Exhibit B.

While temporary employees may be granted a leave of absence without pay as herein provided in accordance with Department of Personnel Rules and Regulations, the Employer shall not be responsible to hold a job for the said employee.

ARTICLE 21

WORK RELATED INJURY

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

Section 1.

A. The employee shall notify his Department Head and the Personnel Office of the work related injury or illness.

B. If the County's Workers Compensation insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall be paid his or her full pay up to the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation provided the employee turns over to the County any checks received for temporary disability benefits. If the employee receives an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period herein above shall be extended up to one hundred eighty (180) calendar days.

C. After the first ninety (90) calendar days or one hundred eighty (180) calendar days, as the case may be, from the date of the injury or illness, as hereinabove defined, the employee shall have the option to charge his or her sick leave accumulation and receive full pay provided the employee turns over all Workers' Compensation temporary disability checks to the County or the employee shall have the option to retain all such Workers' Compensation checks and not receive any additional monies from the County. If the latter option is chosen, there shall be no charge to the employee's sick leave accumulation, and the employee shall be considered as on leave of absence without pay.

D. If the County's Workers' Compensation insurance carrier disputes the causal relationship between the employment and the sickness or injury then, in that event, in order for an employee to receive any pay from the County he shall be obligated to charge his sick leave accumulation.

E. If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to employment so that the employee is not entitled to receive temporary disability benefits the employee shall not have any charge made against sick leave accumulation so long as the employee substantially proves that the illness or injury arose out of his or her employment.

F. The County shall provide transportation for the initial visit to a doctor's office or to a hospital for an employee at work who becomes sick or is injured, where such doctor or hospital visit is necessary and no other means of transportation is available.

ARTICLE 22

HEALTH BENEFITS

Section 1.

All employees in the bargaining unit covered by the terms of the within Agreement shall be included in a Drug Prescription Plan, the premium to be paid by the County of Union, which shall provide for an employee and his/her family to be covered by the Plan with a maximum co-payment charge or deductible cost to each employee to be maintained.

Effective January 1, 2013 co-payments shall be as follows:

	New Co-Pay
Retail Generic (30 day supply)	\$5.00
Retail Preferred Brand (30 day supply)	\$25.00
Retail Non-Preferred (30 day supply)	\$50.00
Mail Order Generic (90 day supply)	\$5.00
Mail Order Preferred Brand (90 day supply)	\$30.00
Mail Order Non-Preferred (90 day supply)	\$60.00

Section 2.

Drug Plan Utilization Modifications

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

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

The participating pharmacies and the exclusions of the Plan shall be as more particularly delineated in the Plan. During the term of this Agreement, employees who are on leave of absence without pay and employees who retire on pension may elect to continue existing coverage of the Drug Prescription Plan provided for herein at their sole cost and expense. Employees who retire on pension may elect to continue existing coverage of the drug prescription plan at their option, in lieu of their prescription benefits under Schedules C and D.

Section 3. Dental Plan

The current Dental Plan will be continued during the term of this Agreement. The premium for dental benefits shall be shared as follows:

Section 4.

The County agrees to implement a program of retirement benefits as set forth in Exhibit C. The conditions and requirements for receiving these benefits are set forth in Exhibit C.

Section 5.

All existing cost containment and co-pay provisions applicable to the hospitalization insurance program shall be maintained, except as follows:

1. The deductible for any single benefit period shall be reduced to \$100.00 for each employee and an additional amount of \$200.00 for eligible dependents. Also, the out of network cost share shall be changed from 80/20 to 70/30 (county/employee respectively) for all employees.

2. CIGNA OAP2/OAP3 (formerly Direct Access change effective as of July 1, 2009) shall be replaced with CIGNA OAP5/OAP6 (formerly HPPO change effective as of July 1, 2009) at the current co-pay levels:

- a) \$10.00 co-pay for in network services – doctor’s office visits only
- b) \$10.00 co-pay for all out-of-network services
- c) The Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- d) Emergency room co-pays shall be \$25.00 per visit (to be waived if admitted)

CIGNA OAP5/OAP6 (will be maintained for employees choosing said plan with their cost being the difference between CIGNA OAP5/OAP6 premium and CIGNA OAP2/OAP3 premium in any given year.

3. Effective July 1, 2013, the following shall be implemented:

Out of Network Benefit

Out of Network Reimbursement Benefit*
150% of CMS (Medicare)

4. Employees hired after January 1, 2011, shall contribute the following percentages of salary:

	<u>1/1/11</u>
Family	3%
H/W & P/C	2.5%
Single	2%

Effective January 1, 2011, new employees shall contribute the percentages of salary as indicated above (which includes any legally required contribution), except that all premium sharing shall be replaced with 1.5% statutory requirement. Any minimum contribution to health care premiums that is mandated by statute, including but not limited to P.L. 2011, Chapter 78, shall apply.

5. Health Benefit Buy-Out Option – Any employee with either family or husband/wife coverage in any of the available health benefit plans may opt out of that plan providing their spouse has either family or husband/wife coverage either through the County or through another source. In return for opting out, the County shall pay to the employee the sum of \$5,000 annually for family coverage and \$1,800 for single coverage from another source to be paid in 26 installments over the next year. In order to be eligible for the health-benefit-opt-out

payment, an employee must opt out of both health and prescription coverages. Employees opting out shall retain the right to re-enter the County Health Benefit Plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

6. The Vision Plan shall be implemented for employees only and 100% of the premium for the Plan will be paid by the County.

ARTICLE 23

SAVINGS CLAUSE

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 24

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining 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 or contemplation of either or both at the time they negotiated or signed this Agreement.

ARTICLE 25

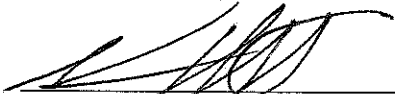
DURATION

This Agreement shall be in effect from January 1, 2015 through December 31, 2015. If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days before the expiration 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 the same to be executed by its respective officers or agents this 8th day of ~~Sept~~ 2015.

WITNESSETH:

COUNTY OF UNION



Norman Albert
Director, Administrative Services

By: 

Alfred Faella
County Manager


8/17/15

Date


9/8/15

Date

APPROVED AS TO FORM:

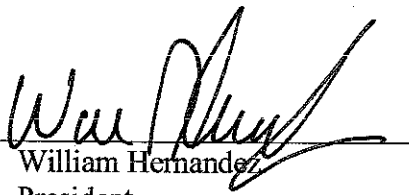


Kathryn V. Hatfield, Esq.
County Attorney

By: 

James Pelletiere
Clerk of the Board

FMBA NAGE Local R-2343

By: 

William Hernandez
President

EXHIBIT A

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 employee's 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, stipends or other supplemental pay shall not be included in the computation.

c) Effective June 1, 2001, payment for unused accumulated sick leave shall be according to the following schedule:

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

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

301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000

over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000

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.

EXHIBIT B

POLICY GOVERNING FAMILY AND MEDICAL LEAVES

THE COUNTY OF UNION

FAMILY LEAVE AND MEDICAL LEAVE ACT POLICY

I. **STATEMENT OF PURPOSE:** It is the policy of the County of Union to protect and to promote the stability and economic security of families by providing family and medical leaves of absence to eligible employees. The Family and Medical Leave Act of 1993, 29 U.S.C. §2611 et seq., (the “FMLA”) and the New Jersey Family Leave Act, N.J.S.A. 34:1113-1 et seq. (the “FLA”) provide that eligible employees may take an unpaid leave of absence due to certain qualifying events. All requests for a family or medical leave of absence under either the FMLA or the FLA or both are subject to this policy.

II. **SCOPE AND EFFECTIVE DATE:** This policy applies to all Union County employees who have worked for the County for at least 12 consecutive months and applies to all applications for a family or medical leave of absence made on or after the date of adoption. Employees who have not been employed by the County for at least 12 consecutive months are not eligible for family or medical leave.

III. **ELIGIBILITY AND QUALIFYING EVENTS:** You must be an eligible employee (employed by the County for at least 12 consecutive months), have worked a sufficient number of hours, and request to take a leave of absence because of one or more of the qualifying events described below. Generally, temporary and provisional employees will not be eligible for family or medical leave because they will not have completed 12 months of employment or will not have worked a sufficient number of hours in the prior 12 month period.

<u>REASON FOR LEAVE</u> (Qualifying Events)	<u>ELIGIBILITY REQUIREMENTS</u>	<u>STATUTE</u>
<p>MEDICAL LEAVE Your own serious health condition that prevents you from performing the essential functions of your job.</p>	<p>You must be employed by the County for at least 12 consecutive months and have worked at least 1250 hours during the 12 months immediately prior to starting your leave.</p>	<p>Family and Medical Leave Act ("FMLA")</p>
<p>FAMILY LEAVE¹</p> <ol style="list-style-type: none"> 1. The birth of your child. 2. The placement of a child with you for adoption or foster care. 3. To care for a spouse, parent or dependent child who has a serious health condition that leaves them unable to work or attend school. 	<p>You must be employed by the County for at least 12 consecutive months and have worked at least 1250 hours (FMLA) or 1000 hours (FLA) during the 12 months immediately prior to starting your leave.</p>	<p>Family and Medical Leave Act ("FMLA") and Family Leave Act ("FLA")</p>
<p>FAMILY LEAVE² To care for a parent in-law who has a serious health condition that leaves them unable to work or attend school.</p>	<p>You must be employed by the County for at least 12 consecutive months and have worked at least 1000 hours during the 12 months immediately prior to starting your leave.</p>	<p>Family Leave Act ("FLA")</p>

¹ Leave taken for the birth, adoption or placement of a child in foster care may only be taken within 12 months of the birth, adoption or placement. Under the FMLA, leave must be

completed within the first twelve months, whereas, under the FLA, leave must start within the first twelve months following birth, adoption or foster care placement.

² Leave to care for a parent in-law is available only under the FLA.

IV. **DURATION OF LEAVE:** Employees can take up to 12 weeks of either family or medical leave, or a combination of each, in any 12 month period. Under the FMLA, eligible employees with qualifying circumstances can take up to 12 weeks of either family or medical leave or some of each, in any 12 month period. Under the FLA, eligible employees with qualifying circumstances can take up to 12 weeks of family leave in any 24 month period. Family leave will run simultaneously under both laws, so employees can take no more than a maximum of 12 weeks of family leave in any twelve month period. Because the FLA does not include medical leave, use of medical leave under the FMLA will not impact the right to take family leave under the FLA.

The 12 month (FMLA) or 24 month (FLA) period begins as of the first day of leave and continues forward for 12 or 24 months. For example, if an employee took 4 weeks of medical leave starting on June 1, 2000, he/she could take up to an additional 8 weeks of medical leave during the remainder of the 12 months through May 31, 2001.

V. **DEFINITION OF "SERIOUS HEALTH CONDITION":** A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that leaves the individual unable to perform the essential functions of his/her job (or leaves a child unable to attend school) and involves one of the following:

- Hospital Care - inpatient care (e.g., overnight stay) in a hospital or other medical care facility including any period of incapacity or treatment in connection with the inpatient care;
- Absence Plus Treatment - a period of incapacity of more than three consecutive calendar days that involves either treatment two or more times by a health care provider or treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment, such as physical therapy or a medication regiment;
- Pregnancy- any period of incapacity due to pregnancy or for prenatal care;
- Chronic Conditions Requiring Treatment - a chronic condition which requires periodic visits for treatment by a health care provider that continues over an

extended period and may cause episodic periods of incapacity, such as asthma, diabetes, epilepsy or clinical depression;

- Permanent Long-Term Condition Requiring Supervision - a period of incapacity which is permanent or long-term for which treatment may not be effective, such as strokes or terminal cancer; or
- Multiple Treatments (Non-Chronic Conditions) - a period of absence to receive multiple treatments from a health care provider for restorative surgery after an accident or injury, such as chemotherapy for cancer or dialysis for kidney disease.

“Serious health condition” may include treatment for substance abuse but does not include absences due to an employee’s use or abuse of alcohol or other controlled substances.

“Serious health condition” does not include routine physical, eye, or dental examinations.

VI. **ADVANCE NOTICE:** In all cases, an employee requesting a family or medical leave must complete a Request for Leave of Absence form, which should be submitted to the County Human Resources Department at least 30 days before the date you want to start your leave. If the need for the leave of absence is unforeseeable (such as a medical emergency), you must notify the County Human Resources Department as soon as possible. If you do not complete and submit the required forms or if you fail to give advanced notice, the County may deny your leave request or delay the commencement of the leave. Any employee who takes a leave of absence without authorization may be considered to have voluntarily quit his/her job through job abandonment.

The County will respond in writing to all requests for leave by completing the Response to Request for Leave of Absence form.

VII. **HOW LEAVE MAY BE TAKEN:** Generally, leave is taken in consecutive days and/or weeks. Under certain circumstances, however, leave may be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying event, such as taking off a ½ day every Thursday to receive chemotherapy treatments. A reduced leave schedule is a leave schedule that reduces your usual number of working hours per workweek or per workday, such as changing from a full time to a part-time schedule to care for a child recovering from surgery.

If a leave of absence is requested due to the birth or adoption of a child, intermittent or reduced leave only can be taken with the approval of your Department Head. If a leave is requested due to the serious health condition of the employee or an immediate family member, intermittent or reduced leave will be approved only if a health care provider states that the leave is medically necessary, meaning that the proposed intermittent or reduced leave schedule is the best way to accommodate the particular medical condition. Employees requesting an intermittent or reduced leave of absence for a planned medical treatment must work cooperatively with their supervisor and make efforts to schedule the leave and any corresponding treatment to minimize the disruption to County operations.

VIII. MEDICAL CERTIFICATION: If you are requesting a Leave of Absence due to your own serious health condition or the serious health condition of your spouse, parent, parent-in-law, or child, you must submit a Medical Certification form completed and signed by a health care provider. If you do not submit the Medical Certification Form prior to starting a foreseeable leave (or as soon as possible after starting an unforeseen leave), the County will delay or deny the leave. The County may require periodic recertifications from the health care provider. The County also may require, at its own expense, that you submit to a medical examination by a health care provider designated by the County concerning the information stated in the Medical Certification.

IX. SUBSTITUTION OF PAID LEAVE: Under the FMLA and the FLA, leaves of absence are unpaid. In order to assist employees and provide a level of financial security, the County will pay accrued, unused sick time to employees absent on a medical leave or a family leave to care for an immediate family member, starting from the first day of absence and continuing until either the employee returns or exhausts his/her sick leave benefits. In addition, employees may choose to be paid for their accrued vacation and personal/religious leave following exhaustion of sick leave benefits (or at the start of leave when sick leave benefits are exhausted or not available, such as family leave for birth or adoption).

Once all time off benefits are exhausted, leave will be unpaid. Employees on medical leave for their own serious health condition, however, may be eligible for temporary disability benefits, if covered, or workers' compensation (depending on the cause of the serious health

condition). Temporary disability benefits and workers' compensation are not available to employees absent on family leave.

Employees do not earn/accrue additional sick leave, personal time and vacation time during an unpaid family or medical leave. If, prior to your leave, you used more paid time off than you accrued as of that time, your negative balance will remain until after you return from your leave and again begin accruing time off benefits. The first benefits you accrue upon return from leave will be credited against your negative balance. Once you pay back any excess vacation or sick time, you will resume accruing sick and vacation time benefits. For example, if you used 12 sick days prior to starting a medical leave of absence, but had only 10 days available (including sick days earned that year and accrued from prior years), you will not be paid for any sick days and will not earn any additional sick days during your medical leave. The first two sick days you earn upon returning from medical leave will be used to pay back the extra two days you took before starting your leave.

Employees will not be paid for holidays occurring during a family or medical leave of absence.

X. **CONTINUATION OF BENEFITS:** During family or medical leave, the County will continue your group health care benefits at the level and under the conditions that coverage was provided prior to you starting your leave, subject to any benefit changes affecting other employees in similar positions. This means that to the extent you contribute to the cost of your health insurance, you must make arrangements and make timely payment of your share of the premium cost while on leave. If you fail to make timely payments, your health care benefits may be terminated.

Seniority rights will accrue for up to twelve weeks of family leave and/or medical leave, provided you return to work for the County at the scheduled end of the leave. If you do not return, seniority accruals will stop as of your last day of active (paid) employment prior to starting leave.

XI. **SPOUSES EMPLOYED BY THE COUNTY:** If a husband and wife are both employed by the County in the same department, family leave due to the birth or adoption of a child or to care for a parent with a serious health condition, will be limited to a total of 12 weeks

between them. The 12 weeks can be taken entirely by either spouse or split between the two spouses.

XII. **RETURN FROM LEAVE:** Employees are expected to return to work on their scheduled return to work date. If you need to extend your leave you must submit a written request to your Supervisor or the County Division of Personnel Management at least 7 calendar days before your scheduled return to work date. Employees should use a Request for Leave of Absence form to request an extension.

If you wish to return to work prior to the expiration of your approved leave, you must give written notice at least 5 working days prior to your planned return, by submitting a Notice of Intention to Return from Leave form to your Supervisor or the County Division of Personnel Management. Before permitting employees to return to work following a medical leave of absence due to their own serious health condition, the County may require that you provide a certificate from your treating health care provider. The certificate must state that you are able to resume working without restrictions or must list any restrictions your health care provider finds relative to your ability to perform the essential functions of the position. If you do not return to work at the expiration of an approved leave, you will be considered to have voluntarily resigned your employment with the County.

XIII. **RESTORATION TO POSITION:** For most employees, when you return from leave, you will be restored to your prior position. If that position was filled during your leave, you will be assigned to an equivalent job, with equivalent pay, benefits, status, and other terms and conditions of employment. If the position was eliminated during your leave and you would have been laid off had you been working, then you will not be eligible for reinstatement upon completion of your leave of absence.

An additional exception exists for certain “key” employees of the County who may not be guaranteed reinstatement if their absence will cause grievous economic harm to the County. Under the FMLA, you are a “key” employee if you are among the highest paid 10% of County employees. Under the FLA, you are a “key” employee if you are among the highest paid 5% of County employees. If you are a “key” employee, the County will notify you of that fact at the time you request leave.

XIV. COORDINATION OF FMLA AND FLA LEAVES: If your leave qualifies under both the FMLA and the FLA, the leave will run simultaneously under both laws. Family leave due to the birth or adoption of a child or to care for a parent, child or spouse with a serious medical condition will be limited to 12 weeks because the time off will qualify simultaneously as both FMLA and FLA family leave. Employees should speak to a Human Resources representative to understand how much leave they are eligible to request.

XV. OUTSIDE EMPLOYMENT: Employees are prohibited from accepting new full time employment while absent on an approved family or medical leave of absence. This requirement does not preclude an employee who had a full time job outside of the County prior to starting his/her leave of absence from continuing that employment.

XVI. NON-RETALIATION: No employee will be subject to retaliation or any negative employment action as a result of requesting family or medical leave under this policy or as a result of testifying or reporting any actual violation of this policy or the law.

EXHIBIT C

HEALTH INSURANCE BENEFITS FOR RETIREES

There shall be a health insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

Section 1. Eligibility

Employees 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 meeting the eligibility requirements who do not have health insurance coverage from another source, and eligible retiree shall cooperate in good faith with the County to verify that no other source of health insurance is provided for them.

Section 2. Description

This benefit shall be applied to the Health 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 for members of the bargaining unit.

Section 3 Subsidy

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

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

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

Section 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.

EXHIBIT D

Salary schedules

Wage Increase/Salary Scale:

	<u>Minimum</u>	<u>Maximum</u>
Responder	\$39,000	\$59,000
Hazmat Tech 1	\$43,000	\$65,000
Hazmat Tech 2	\$47,000	\$71,000

2015: 2%

Employees holding the titles Hazmat Responder/EMT, EMT, and Hazmat Tech 1 shall receive a \$5000.00 increase to base salary effective January 1, 2015 as a retention adjustment.