

AGREEMENT
BETWEEN
COUNTY OF UNION
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

EFFECTIVE: JULY 1, 2016 THROUGH JUNE 30, 2020

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PREAMBLE

THIS AGREEMENT, effective July 1, 2016, is entered into by and between the COUNTY OF UNION (hereinafter referred to as the Employer) and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, (hereinafter referred to as the Union).

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, to establish an equitable and peaceful procedure for the resolution of differences, and to establish rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

In accordance with the certification of the American Arbitration Association dated April 18, 1969, the Employer recognizes the Union as the exclusive collective negotiations representative for all classifications provided in Schedule F employed in the Department of Human Services, Division of Social Services.

Account Clerk/Clerk Bookkeeper
Account Procedures Analyst
Assistant Supervisor Building Services
Bookkeeping Machine Operator
Child Support Specialist
Child Support Worker
Clerk
Clerk Stenographer
Clerk Transcriber
Clerk Typist
Data Control Clerk
Data Entry Machine Operator
Human Services Specialist 1
Human Services Specialist 2
Human Services Specialist 3
Investigator/CWA
Legal Secretary
Legal Secretary/Bilingual
Messenger
Receptionist
Senior Account Clerk
Senior Clerk
Senior Clerk Bookkeeper
Senior Clerk Stenographer
Senior Clerk Transcriber
Senior Clerk Typist
Senior Clerk Typist/Senior Telephone Operator
Senior Data Control Clerk
Senior Data Entry Machine Operator
Senior Messenger
Senior Messenger/Senior Building Maintenance Worker
Senior Receptionist
Senior Telephone Operator
Senior Training Technician
Social Worker
Social Worker Specialist

Supervising Clerk Typist
Supervising Data Entry Machine Operator
Supervising Receptionist
Telephone Operator

In accordance with the certification of the New Jersey Public Employment Relations Commission, Case No. 89-66, the Employer further recognizes the Union as the exclusive collective negotiations representative for:

Principal Account Clerk
Principal Clerk
Principal Clerk Transcriber
Principal Clerk Typist
Principal Data Control Clerk
Principal Data Entry Machine Operator
Supervising Accounting Clerk
Supervising Clerk
Supervising Data Control Clerk
Supervising Telephone Operator
Training Technician
Senior Building Maintenance Worker

In addition, the Employer further recognizes the Union as the exclusive collective negotiations representative for:

Accountant
Accounting Assistant
Community Interpreter
Community Service Aide
Community Service Worker
Employment Specialist
Paralegal Specialist
Principal Data Control Clerk
Senior Account Clerk Typing
Senior Accountant
Senior Employment Specialist
Supervising Clerk Transcriber
Interpreter
Clerk 1, 2, 3 & 4
Keyboarding Clerk 1, 2, 3 & 4
Clerk Stenographer 1, 2, 3 & 4
Data Processing Programmer;
Work Program Specialist (shall be Range 16)
Social Case Worker
Personnel Aide
Personnel Assistant

Secretarial Assistant
Secretarial Assistant Bilingual
Administrative Secretary
Supervising Clerk 4

All bilingual titles of titles presently covered by this recognition clause.

If the Employer adds new or amended titles to the units that are clearly not managerial, supervisory or confidential, it agrees that within thirty (30) days, it will:

- A. Notify the Union;
- B. Give a copy of any job specification for the new or amended title to the Union;
- C. Advise the Union of the proposed hours of work, wages and other terms and conditions of employment established for the title.

The Employer further agrees, if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new or amended title should be included in the unit, and if it is so included, to negotiate any disputes which may exist concerning such negotiable issues as appropriate wage rates. It is the intention of the parties to reach mutual agreement on inclusion of new or amended titles that appropriately belong in the unit without the necessity of instituting proceedings at PERC, and it is their further intention to use wage scales for existing titles as a basis to determine the appropriateness of the wage rate established for such new or amended titles.

ARTICLE 2

MANAGEMENT RIGHTS

It is the intention hereof that all of the rights, powers, prerogatives and authorities that the Employer had prior to the signing of the Agreement are retained by the Employer except those lawfully modified by the terms of this Agreement and only to the extent that they are specifically abridged or modified by this Agreement.

It is agreed that the above-recited management rights are not subject to the grievance procedures set forth in Article VI hereof.

ARTICLE 3

UNION RIGHTS

Section 1.

A list of new employees, including temporary and interim, if any, in the bargaining unit will be furnished to the secretary of the local Union within ten (10) days after appointment by the Employer.

Section 2.

The local Union will be allowed by the Employer a period not to exceed forty-five, (45) minutes, to address all new employees.

Section 3.

The local Union will be allowed by the Employer space for no more than two Union bulletin boards on each floor of offices occupied by the Division of Social Services same to be no larger than 4' x 4'. Said bulletin boards to be placed as reasonably agreed to by the Employer and the Union.

Union notices shall be limited to the local Union bulletin board.

Section 4.

Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the Director, Division of Social Services, will be allowed by the Employer to take a leave with pay to participate in union conferences, conventions and to conduct other Union Business. Members approved by the Executive Committee will be allowed to take a total not to exceed thirty (30) days of leave with pay per contract year. Executive Committee members shall receive fifteen (15) additional paid union days.

Section 5.

Officers or delegates of the local Union, upon one (1) week advance written notice and with the approval of the Director, Division of Social Services, will be allowed by the Employer to take a leave without pay to participate in union conferences, conventions and to conduct other Union Business. Members approved by the Executive Committee will be allowed to take a total not to exceed thirty-five (35) days of leave without pay per contract year. Executive Committee members shall receive fifteen (15) additional unpaid union days.

Section 6.

The Union will be allowed space for their file cabinet and typewriter.

Section 7.

One employee selected by the Union shall be allowed to attend daytime Board of Chosen Freeholder, County of Union meetings without loss of personal time or use of Union leave.

ARTICLE 4

DUES CHECK OFF

Section 1.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct dues from the second pay check of every month. It is further agreed that the Employer shall remit such deductions to the Union prior to the tenth day of the month following the month for which such deduction is made. Dues shall be such amounts as may be certified to the Employer by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

The County shall provide the Communication Workers of America, AFL-CIO with the dues report in Excel format with the following data: Employee Name: Last, First, Middle Initial, Social Security Number, Employee Home Address (including Zip + 4), CWA Local Number, Work Location, Dues Deducted This Reporting Period, Gross Weekly Base Wage, Full or Part Time Status, and Gender.

Section 2.

In accordance with Title 52:14-15.9e of the New Jersey Statutes Annotated, employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative, Communications Workers of America, AFL-CIO.

Section 3.

Any employee who does not authorize dues deductions as a member of the Union shall pay an eighty-five per cent (85%) representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey P.L. 1979, Chapter 477, (N.J.S.A.

34:13A-5, et seq.). Membership in the Union is available to all employees on an equal basis and the Union maintains a demand and return system which complies with the requirements of Section 2(c) and 3 of the Act. The payroll deductions for such representation fee shall be made pursuant to the procedure as above established for regular union dues, except that the authorization assignment form need not be executed by the employee, but shall rather be executed by the Union.

Section 4.

The Employer agrees and shall use its best efforts to have the county payroll department provide payroll deductions for the CWA Committee on Political Education (COPE) Fund, the amount to be deducted as per employee's request on a written authorization form provided by the Union to the Employer.

Section 5.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Article.

Section 6.

When an employee is promoted out of the bargaining unit, the Employer shall notify the County Finance Department to terminate dues, representation fee and/or CWA COPE payroll deduction. The Employer will notify the Union in writing of such action.

ARTICLE 5

HOURS OF WORK

Section 1.

The normal work week shall consist of thirty-five (35) work hours per week, seven (7) hours per day, and five (5) days per week, Monday through Friday, (8:30AM to 4:30PM).

The Director, Division of Social Services or his designee may stagger the lunch hour to meet the workload to be performed so that the public may be served.

The working day for employees may be varied or extended by the Director, Division of Social Services or his designee as the need arises. When, by reason of the pressure of official business, an employee is

authorized and required to work on a holiday, as indicated hereafter, or to work overtime, the employee, at his or her option, is entitled to receive cash compensation or, if permitted by law, compensatory time off for their overtime employment beyond thirty-five (35) hours in any given work week at a rate of 1-1/2 times the regular rate or time at which they are employed.

Section 2.

The parties to this Agreement recognize the need for caseworkers to have scheduled time for the purpose of case processing and other necessary paperwork. Seven hours per week will be allotted as paperwork time to each re-determination worker. Providing caseload, staffing, and scheduling conditions permit, as determined by the Director, every effort will be made to:

- A. Allow intake workers to receive one week off the interview schedule on a six (6) week rotational basis; and
- B. Allow intake workers to receive three (3) days off from the intake rotation per 70 hours of vacation time.

Additional staff will be available to see clients for the first five (5) days of the month.

Paperwork days for Intake Staff:

One-half (1/2) day everyday for paperwork and processing of cases.

Section 3.

The Employer shall have the option that all projects or surveys will be performed by the Employees, on overtime, if necessary, at the discretion of the Employer consistent with the workload as it then exists.

Section 4. Alternate work schedule

The Employer, in its sole discretion, may continue the alternate work schedule (a/k/a compressed work week) on a voluntary basis, taking into consideration the needs of the Employer. The following terms shall apply to the alternate work schedule:

- A. An alternate work week shall be offered to all employees, and participation will be voluntary;

B. The alternate work week will consist of a compressed work week of four days. Days off will be scheduled on all days except Thursday, which will be a fully staffed day.

C. The new hours of the alternate work schedule shall not create any overtime even though the terms of this Agreement might provide for overtime in some instances. Instead, the schedule is intended to reflect the current 35 hours per week contractual arrangement with a modification of when those hours are worked for the volunteers of this program. Specifically, hours for the four day week staff will be 8:15 a.m. to 6:00 p.m. with one hour for lunch and two daily break periods. The two (2) daily breaks shall be 10 minute intervals, one in the morning and one in the afternoon.

D. If a holiday falls on a scheduled work day, one and three fourths ($1\frac{3}{4}$) hours will be deducted from vacation time. If a holiday falls on a day off, seven (7) hours of vacation time will be credited. Vacation, sick and personal time will be calculated in hours.

E. Choice of days off shall be governed by an employee's seniority in the County. However, if a particular unit consists of less than five (5) employees, County seniority within the unit shall govern choice of days off. All requests shall be reviewed and determined solely by the Director, not his/her designee. Copies of the compressed workweek requests and compressed workweek schedule shall be given to the CWA president.

The number of employees participating in the Compressed Work Week shall not exceed forty-five (45) on any given day, and is subject to change by the Director if he/she deems it necessary for purposes of staffing needs. The total number of employees participating in the Compressed Work Week shall not exceed one hundred fifty (150) in total.

Section 5. Flex Time Schedule

Flexible work hours will be considered on a case-by-case basis by the Director of the Division of Social Services. When making these decisions, the Director will consider all circumstances beyond an employee's control, whether the conditions giving rise to the employee's request for flexible work hours are temporary or involve regular ongoing problems or issues. Employees have the right to appeal all adverse actions made by the

Director of the Division of Social Services to the Director of the County Department of Human Services. The employee and/or the Union reserves the right to appeal all final decisions through the Grievance Procedure outlined in Article 6 of this Agreement.

Section 6. Management-Labor Committee

The parties agree to establish a committee for the purpose of addressing issues relative to the processing of cases. The committee shall meet within two months after the execution of the collective bargaining agreement. Within four (4) months thereafter, the committee shall make a joint recommendation to the County Manager. Within two (2) months after the recommendation has been received by the County Manager, the County Manager shall make a decision on the recommendation submitted.

It is explicitly understood by the parties that the aforementioned committee to address issues relative to the processing of cases shall be solely an advisory body and any recommendations shall be non-binding upon the parties.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Division of Social Services and having the grievance adjusted without the intervention of the Union.
- C. The Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the Union and the grievant.

Section 2. Definitions

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

A. A breach, misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a contractual grievance; or

B. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy or orders applicable to the Division of Social Services which shall be processed up to and including the County Manager and shall hereinafter be referred to as a non-contractual grievance.

Section 3. Presentation Of A Grievance

A representative designated by the Union will present the case of the grievant. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person, essential witnesses, if any, who are employees of the Division of Social Services, and one (1) Union representative and one (1) Union recorder who are employees of the Division of Social Services throughout the grievance procedure. The Union will also be permitted to use an electronic device to record the proceedings, at the Union's option.

Section 4. Steps of The Grievance Procedure.

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

Step 1:

A. An aggrieved employee or the Union shall file a written and signed grievance with the Welfare Director or Deputy Director within 15 working days of the occurrence giving rise to the grievance or within 15 working days after the aggrieved employee or the Union should have reasonably known of its occurrence. Failure to file the grievance within the 15 working day period shall constitute an abandonment and/or waiver of the grievance.

B. The Welfare Director shall meet and confer with the representative designated by the Union and shall render a written decision to the grievance within 5 working days after its receipt or any such meeting.

Step 2:

A. If the Union is not satisfied with the disposition of the grievance at Step 1, or if no written decision has been rendered within 5 working days as set forth in Step 1, the grievance shall be referred by the Union to the Director of the Department of Human Services or his/her designee within 5 working days from the date a written decision was or should have been rendered in Step 1. Failure to move the grievance within the aforesaid time shall constitute an abandonment and waiver of the grievance.

B. The Director of the Department of Human Services or his/her designee shall meet and confer with the representative designated by the Union and shall render a written decision to the grievance within 5 working days after its receipt or any such meeting.

Step 3:

A. If a grievance is not resolved at Step 2, or if no written decision has been rendered within 5 working days as set forth in Step 2, the Union may file the grievance with the County Manager and his/her designee within 10 working days after the written decision was or should have been rendered in Step 2. The Director of Labor Management Relations shall notify the Union representative filing the grievance and the Union President, within three (3) days of the Step 3 grievance being filed, of the name, title, address and telephone number of the person who will conduct the grievance at Step 3. Failure to file within the 10 day time period shall constitute abandonment and waiver of the grievance.

B. The County Manager or his/her designee shall meet and confer with the representative designated by the Union and shall render a written decision to the grievance within 15 working days after its receipt or any such meeting.

Step 4. Binding Arbitration:

A. If the Union is dissatisfied with the decision of the County Manager concerning a contractual grievance, the union may within 10 working days of the receipt of the decision or within 10 working days of the date the written decision should have been received, request binding arbitration, consistent with civil service laws, rules and regulations. If no such request is made within the stated time, the

grievance shall be deemed to have been abandoned and waived and shall not be entitled to be submitted to arbitration.

B. Arbitration shall be conducted under the auspices of the New Jersey State Board of Mediation, pursuant to its rules and regulations.

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

D. 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.

E. The cost of the arbitrator shall be borne equally by the Union and the Employer.

F. The cost of any transcript shall be borne by the party requesting it.

G. No one arbitrator shall have more than one grievance submitted to him or her, and under consideration by him or her, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he or she has rendered his or her written decision.

H. In the event of the submission of any matter to arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement.

ARTICLE 7

DISCIPLINE FOR CAUSE

No employee shall be disciplined except for just cause. Discipline shall be progressive in nature, corrective in intent and imposed in private. Management recognizes the need for confidentiality in personnel matters and agrees to adhere to confidentiality regarding any disciplinary actions. If the Employer takes

disciplinary action against an employee and if the Union files appropriate appeal action, the Employer agrees to provide the Union with copies of all documentation upon which it shall rely to support the disciplinary action. If the Employer takes any written disciplinary action against an employee, the Union shall be provided with copies of all such actions within forty-eight hours of issuance. Records of discipline will not be used for purposes for further discipline after three (3) years of a clean record on the same issue.

ARTICLE 8

SENIORITY CONSIDERATIONS

Section 1.

Seniority is defined as continuous and unbroken service with the Employer.

Section 2.

The employee will follow a vacation schedule suited to the overall needs of the Employer and considerate of the employee. The present policy will be continued of granting vacation time by seniority in each working unit wherever possible and practical.

Section 3.

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

Section 4.

All promotions and promotional policies are subject to the New Jersey Civil Service law and rules and regulations promulgated by the New Jersey Department of Personnel.

Section 5.

The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job title who possess the requirements enunciated by civil service laws subject to subsequent certification by the department of personnel.

Section 6.

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

Section 7.

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

ARTICLE 9

JOB POSTING

Any opening or vacancy within the County shall be prominently displayed, posted on an appropriate bulletin board for a period of ten (10) working days prior to filling of the vacancy. A copy of all job postings within the unit shall be forwarded to the CWA Local President.

ARTICLE 10

REASSIGNMENTS

Transfers of employees may be made to improve or maintain operational effectiveness at the discretion of management, with maximum possible notice but no less than two weeks. Where such reassignments are not mutually agreed to, reassignments will be made in inverse order of seniority, if all qualifications are equal.

Transfers shall not be used as disciplinary action or as retaliation for protected activity.

Transfers may be made for other reasons such as a non-disciplinary response to a harassment complaint or at the request of an employee.

ARTICLE 11

HOLIDAYS

The legal paid holidays fixed by New Jersey statutes, are as follows:

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

In addition to the aforementioned holidays, the Employer will grant a holiday when the Governor, in her/his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Union County declares a holiday for county employees. In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday. In the event any of the above statutory holidays falls on Saturday, it shall be celebrated on the preceding Friday.

Employees who are absent without pay on the day before or the day after a holiday must present proof of illness or other justifiable explanation of absence and obtain approval by the Employer to be eligible for holiday pay.

ARTICLE 12

VACATIONS

Section 1.

Full-time employees of the Division of Social Services shall be granted vacation leave as follows:

- A. One working day for each month or major fraction thereof of employment during the first calendar year of employment.
- B. Twelve working days after the first calendar year up to and including 5 years of employment.
- C. Fifteen working days after the first 5 years of employment and up to and including the 10th year of employment.
- D. Twenty working days after 10 years up to and including 15 years of employment.
- E. Twenty-two working days after 15 years up to and including 20 years of employment.
- F. Twenty-six working days after 20 years up to and including 24 years of employment.
- G. Twenty-seven working days after 25 years of employment.
- H. Twenty-eight working days after 26 years of employment.
- I. Twenty-nine working days after 27 years of employment.
- J. Thirty working days after 28 years of employment.
- K. Thirty-one working days after 29 years of employment.
- L. Thirty-two working days after 30 or more years of employment.

Section 2.

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

- A. During the first calendar year of employment, employees shall earn 1 vacation day for each month of service during the calendar year following the date of employment.
- B. Employees with 1 to 8 years of service shall be entitled to 13 working days.
- C. Employees with 8 completed years to 10 years of service will be entitled to 14 working days.
- D. Employees with 10 completed years to 15 years of service will be entitled to 17 working days.
- E. Employees with 15 completed years to 20 years of service will be entitled to 19 working days.
- F. Employees with 20 completed years to 24 years of service will be entitled to 21 working days.
- G. Twenty-seven working days after 25 years of employment.
- H. Twenty-eight working days after 26 years of employment.
- I. Twenty-nine working days after 27 years of employment.
- J. Thirty working days after 28 years of employment.
- K. Thirty-one working days after 29 years of employment.
- L. Thirty-two working days after 30 or more years of employment.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

The Employer may allow an employee to carryover vacation to the next succeeding calendar year only, subject to the Employer approving same based upon the pressure of work or for any other valid reason approved by the Employer. The employee should request the vacation carryover by November 1 but no employee will lose vacation solely because such carryover request was made after November 1.

Section 8.

Employees may take vacation days in hourly increments subject to a 24 hour notification and approval by supervision. Employees shall provide the Employer with notification five (5) business days in advance for extended vacation leave and twenty-four (24) hours in advance for individual vacation days, except in emergencies as approved by the Director.

ARTICLE 13

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

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

- A. During the first calendar year of employment a full-time employee shall earn 1 day for every 3 months of employment up to a maximum of 3 days for the calendar year.

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

Section 2.

Employees hired on or after July 1, 1990 shall be entitled to personal business and religious leave as follows: Employees who are employed less than 1 year are entitled to be granted up to 3 personal days all for personal business as hereinafter defined or for religious reasons in accordance with the Schedule hereinafter set forth;

Employees who have been employed for more than 1 year are entitled to be granted up to 3 days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the request of the leave as far in advance as possible. The request by the employee shall be directed to the Director of the Division of Social Services. The leave may only be taken if the Director of the Division of Social Services approves and grants said leave.

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

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

Section 3.

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

Section 4.

No personal leave shall be applied for, approved or granted immediately before or after any vacation period or holiday period, except with the Director's approval.

Section 5.

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

Section 6.

Employees who are entitled to a personal day benefit shall be entitled to one preemptory use of any given personal day per year. This single preemptory Personal Day shall not be denied or subjected to restrictions except where granting the Personal Day would result in a significant impact to an operational justification by the County.”

ARTICLE 14

DEATH IN FAMILY

Section 1.

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

Section 2.

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

ARTICLE 15

LEAVE OF ABSENCE WITHOUT PAY

Section 1.

A leave of absence without pay for medical reasons may be granted after use of all earned sick time. Employees will have the option of using either all accumulated and credited sick time, or only using accumulated sick time earned to date, prior to going on medical leave of absence without pay.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5. Military Leave

Military leave will be granted to permanent employees who enter active duty with the military or naval services in time of war or emergency in accordance with N.J.A.C. 4A:6-1.11. Permanent, full-time or provisional employees who are members of the National Guard, Naval Militia, Army, Air National Guard or a Reserve component of the armed forces, who are required to undergo annual field training or active duty shall be granted leave in accordance with N.J.A.C. 4A:6-1.11. Such leave of absence shall be in addition to vacation. Employees shall provide a copy of the orders for military training to their Department Head prior to requesting military leave.

Section 6. Maternity Leave

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

Section 7.

Permanent employees, upon giving birth to a child, may be granted a leave of absence without pay by the Employer, subject to approval by the N.J. Department of Personnel, for a period or periods not to exceed a total of one (1) year from the date of delivery for the purpose of child care of the infant upon written request of the employee and upon the same terms and conditions applicable to all other non-medical leaves without pay.

ARTICLE 16

SICK LEAVE

Section 1.

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (spouse, child, legal ward, grandchild, foster child, father, mother, a person who raised the employee in loco parentis, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other person who maintains legal residence with the employee; (4) death in the employee's immediate family for a reasonable period of time as set forth in Article 14. Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicap when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Employer.

Section 2.

If an employee is absent for reasons that entitle the employee to sick leave, the immediate supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absence without notice for five consecutive days shall constitute a resignation, not in good standing.

Section 3.

Sick leave is earned in the following manner:

- A. New employees shall only receive one working day for the initial month of employment if they begin work on the first through eighth day of the calendar month and one-half working day if they begin on the ninth through the twenty-third day of the month.

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

Section 4.

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

Section 5.

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

Section 6.

The Employer agrees to maintain its 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 with the County of Union, including service with the former Board of Social Services, and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon the effective date of retirement.
- B. Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Schedule A and made a part hereof.

C. Employees who are eligible for this benefit shall be compensated in accordance with Schedule A attached hereto.

Section 7.

Employees may take sick time in units of hours.

Section 8.

CWA agrees to comply with the County policy regarding use of paid Sick Leave for disability and with the FMLA/FLA Policy.

ARTICLE 17

AUTOMOBILES

The Employer shall make every effort to assure that automobiles furnished to employees for use in the performance of work duties shall be in a safe condition. Employees shall utilize assigned Employer automobiles and are required to take notice of any defects in such automobiles and to bring the automobiles to the county garage for the necessary repairs or servicing as soon as reasonably practicable. The employee shall prepare a brief report as to the repairs or servicing in the manner required by the Employer. Employees utilizing County vehicles to conduct County business shall be reimbursed for parking fees on the same day of expense upon presentation of receipt.

ARTICLE 18

EDUCATION ASSISTANCE

Graduate and undergraduate assistance may be granted at the discretion of the Employer. Such assistance may be in the form of educational leave with or without stipend, tuition reimbursement and tuition aid, pursuant to Schedules B and C. All requests for leave will be submitted and processed in accordance with guidelines established in reference to the Educational Leave Committee.

The Educational Leave Committee shall review requests for educational assistance. The Educational Leave Committee shall contain at least two (2) members of the Union who shall be selected by the Union.

ARTICLE 19

HEALTH BENEFITS

Section 1.

Employees shall be covered under the County health benefit plan with Horizon Blue Cross/Blue Shield. The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to change any such coverage.

Employees shall contribute towards the cost of doctor's office visits as follows:

- A. Effective July 1, 2003, Out of Network cost share shall be changed from 80/20 to 70/30 (County/Employee respectively) for all employees.
- B. Major Medical shall be 80%/20% co-pay to maximum of \$5,000.00
- C. Pre-Admission Review (PAR) and Mandatory Second Surgical Opinion (MSSOP) with 50% cutback shall be implemented.
- D. Effective July 1, 2004 deductible for any single benefit period shall be reduced to \$100.00 per person, and \$200.00 for eligible dependants.
- E. Effective May 1, 2007 the Horizon Direct Access and Horizon PPO plans shall have the following co-pays:
 1. \$10.00 co-pay for in network services – doctor's office visits only
 2. \$10.00 co-pay for all out of network services.

- F. Effective April 1, 2010, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- G. Effective April 1, 2010, Emergency Room co-pays shall be \$25.00 per visit.

Employee contributions towards medical, vision and dental benefits are based on the rates set forth in Chapter 78, P.L. 2011.

As soon as practical, the County will modify the health benefits plan as follows:

Out of Network Benefit
\$500 Single/\$1,000 All Others
Out of Network Reimbursement Benefit*
150% of CMS (Medicare)

Additionally, the County will offer a new lower cost EPO and a High Deductible Plan which shall be available to all eligible employees. The Plan Designs are attached as Schedule K.

- A. The current Direct Access Plans will continue in effect and all current employees shall have the right to change plans at the enrollment period, however, employees hired after August 20, 2015 shall only be permitted to choose between the new EPO and the new High Deductible plan until the enrollment period that takes place after at least 24 months. If a new employee suffers a catastrophic illness, before the 24 month period that cannot be covered under the new plans, s/he will be permitted to switch to one of the Direct Access plans under a hardship exception.
- B. Any EPO participant who goes to an in network hospital or outpatient medical facility, shall not be balanced billed if a doctor in the in network facility is not an in network doctor, so long as the service being rendered is an eligible service under the EPO contract.
- C. Emergency Room Services under the EPO plan are covered at 100% minus the applicable emergency room copay of \$100. If a member is admitted through the emergency room within 24 hours, the copay is waived. If a member encounters a nonparticipating provider while utilizing the services in

the emergency room such as an Emergency Room Doctor, Radiologist, Anesthesiologist, a Pathologist, or an on call Specialist, the services will be covered without the member being balanced billed

D. The EPO benefit plan will offer the membership the equal Direct Access Network both in and out of state that members currently are provided. All covered facilities and providers that participate with the Direct Access Program will also participate with the EPO program.

E. Copays shall be as follows:

1. Emergency Room \$100
2. Primary Care Physicians \$20 - including General Practitioners, Family Practice Doctors, Pediatricians, OBGYN (well care only) and General Internists.
3. Specialists - \$40

F. Bariatric surgery will be covered in the EPO plan.

G. The County will reimburse up to \$1000 of the individual deductible and up to \$2000 of the family deductible in the "My HSA" High Deductible Plan

H. Union County is providing self-insured plans. The utilization and experience for all the plans shall be combined when the rate renewal is calculated.

I. The July 1, 2015 rates for all plans are attached as Schedule L.

J. The County and CWA agree to create a joint labor/management committee to propose healthcare delivery and utilization changes for future agreements that are designed to both save money and provide better care and incentivize healthy and good healthcare consumer conduct. Participants in the committee shall include 3 members of Local 1080 appointed by the Local President, a representative of the CWA National Union and four (4) Management Representatives selected by the County. The committee shall meet no fewer than twice a year, shall have access to utilization and cost data to review, and shall issue a report making recommendations prior to Contract expiration.

Section 2. Prescription Plan.

Employees shall be covered under the Employer's drug prescription plan, which shall include contraceptive coverage. As soon as practical, the prescription plan shall be modified 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

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

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.

Effective May 1, 2007, the prescription plan shall include:

Retail pharmacy purchases shall be limited to thirty (30) day increments.

Dispense As Written Procedure:

Physicians prescribing name brand drugs when the generic equivalent is available must justify the DAW to the pharmacy.

Mail-order shall remain a ninety (90) day supply.

The Employer reserves the right to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to change any such coverage.

Section 3. Dental.

Employees shall be covered by the County dental program with Delta Dental of New Jersey Plan Group No. 3238. Effective June 1, 1994, or as soon thereafter as practical, Health Plex shall be added as an alternative

to the County dental plan with the employee to pay additional cost, if any, above the payment for the County dental plan.

The Employer reserves the right to change insurance carriers or to change or modify existing coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to change any such coverage. Effective May 1, 2007 the annual cap on the employee only basic dental plan shall be increased to \$2,000.

Employees may elect an Enhanced Plan solely at their additional cost.

Section 4. Disability Protection

The Employer shall continue to provide a short term disability plan which provides two-thirds (2/3) of a weekly wage to a maximum benefit of \$275.00 per week with a 26 week maximum indemnity period. The waiting period shall be 7 days for both accident and/or sickness, or accumulated sick leave, whichever is greater.

Coverage for new employees will commence on the first day of the month following three consecutive months of employment.

The Employer portion of premium payment for disability coverage shall be One Hundred (\$100) Dollars per year per employee. The Employer shall pay the difference in cost associated with increasing the weekly disability benefit from \$154.00 to \$275.00. Each covered employee shall be responsible for the payment of the monthly premium balance in excess of the Employer's payment. The employee's share of the premium cost will be paid by payroll deduction. Effective September 1, 2017, the weekly disability benefit shall be increased to \$500.00 with the Employer paying the difference in cost associated with such increase.

The Employer reserves the right to change insurance carriers or to change or modify coverage at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the President of Local 1080 of its intention to make any such change.

Section 5. Extension of Benefits

The Employer shall pay its share of the premiums for hospitalization, major medical, prescription and dental during an approved leave of absence without pay for up to a maximum of 30 days. Thereafter, the employee shall be permitted to continue his/her coverage for up to 11 months after Employer paid coverage ends by prepaying the monthly premium at least 30 days before the coverage month.

Section 6. Health Benefit Buyout

Effective May 1, 2007 the Health Benefit Buyout Option shall be increased from \$2500 to \$5000 for Family Coverage and \$1800 for Single Coverage from another source.

In order to be eligible for the health-benefit opt-out payment, an employee must opt out of both health and prescription coverage.

In accordance with Resolution No. 2016-930, the voluntary health benefit buyout option has been eliminated effective January 1, 2017.

Section 7. Vision Plan

Effective May 1, 2007 an Eye-Care Plan shall be implemented through the VSP Plan for employees only and the premium will be paid 100% by the County. Employees may enroll family members at their expense through payroll deduction.

ARTICLE 19A

HEALTH INSURANCE BENEFITS FOR RETIREES

(For Employees Hired on or before March 11, 2010)

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

Section 1. *Eligibility:

Employees must have been actively employed with the County of Union on or before March 11, 2010; and must retire on either a disability pension, or retire having reached the age of 55 and having 25 years or more of service with the County, or reach the age of 62 years or older with 15 years of service with the County. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage

under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

Section 2. *Description:

This benefit shall consist of coverage under the Horizon Direct Access plan with the prescription component of a 0-Co-pay Mail and 30% Co-pay Retail. Subject to the vested material rights of employees covered hereunder, the County reserves the right to change or modify the plans at any time so long as the modified plans provide substantially equivalent or better coverage to that in effect for the eligible members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

*Benefit includes Family/HW or PC coverage as applicable

Section 3. Future Employees:

Employees hired after March 11, 2010, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.

Section 4. Cessation of Subsidy:

Upon implementation of retiree health benefits provided in Section 1 and Section 2 above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement.

Section 5. Health Benefit Buyout Option:

Any retiree eligible to receive benefits or then receiving benefits as described above, with either Family or Husband/Wife coverage in any of the available health benefits plans, may voluntarily opt out of that plan

providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000.00 annually, to be paid in quarterly installments over the next year. The \$5,000.00 sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured. In accordance with Resolution NO. 2016-930, the voluntary health benefit buyout option has been eliminated effective January 1, 2017.

ARTICLE 19B

HEALTH INSURANCE BENEFITS FOR RETIREES

(For Employees Hired on or after March 12, 2010)

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:

A. ELIGIBILITY:

Employees must have been actively employed by the County of Union, including service with the former Board of Social Services on or after March 12, 2010 (this is the same subsidy plan that was effective as of July 1, 1987) and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County of Union, including service with the former Board of Social Services, or retire and reach the age of 62 years or older with at least 15 years of services where the retirement has been shown to the reasonable satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the Division of Social Services to verify that no other source of insurance coverage is provided for them.

B. 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 at the time of this award. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

C. SUBSIDY:

Upon implementation of this benefit, the County shall be obligated to subsidize the cost of the 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 P/C Retiree Under 65 Family Under 65	\$540.58 per month
H/W Over 65	\$276.77 per month
H/W Retiree Over 65 H/W Spouse over 65	\$276.77 per month
Family Over 65	\$442.88 per month
Family Retiree Over 65	\$477.85 per month
Family Spouse Over 65	
P/C Retiree Over 65	\$338.69 per month

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

D. MODIFICATION:

In the event that the amount of the Employer's contribution is subsequently reduced or even eliminated in successor agreements, the change in practice shall apply to those persons already retired. Similarly, in the

event that the said health insurance plan is changed or modified in any way in successor agreements, the new plan shall apply to the retirees.

ARTICLE 20

HEALTH & SAFETY

Section 1.

Health and safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all employees.

Section 2.

The Employer agrees to make every reasonable effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with federal, state and local health and safety laws and regulations. When a health and safety violation occurs that requires corrective action by a landlord, the Director of Social Services will promptly notify the landlord of the problem, and provide the Union with a copy of the notice. The Union will be informed of the response of the landlord within two (2) working days after receipt. In any facility where there is no water fountain that provides independently tested and found to be potable, water will be provided

Section 3.

Three (3) representatives of the Local Union, and representatives of the Employer shall meet regularly as a joint Health and Safety Committee. The Committee will also meet on an as needed basis. This committee will discuss operating procedures or policies relative to the safe operation of the physical plant, work environment, health and well-being of the employees in the Division of Social Services and shall make recommendations to the Director Division of Social Services concerning the improvement or modification of working conditions which represent hazards to employees, clients, and to the property of the County. This committee shall be an advisory body and its recommendations shall be non-binding.

Section 4.

Either party shall give as prompt notice, as it can reasonably be given to the other, upon discovery of a health hazard.

Section 5.

The Employer shall make every reasonable effort not to use paints or pesticides during business hours.

Section 6.

The Employer will provide the Union with a list of products which it uses for cleaning, exterminating and its duplication equipment on an annual basis or as new products are utilized.

Section 7.

The Employer shall make employees aware of and encourage employees to take advantage of health tests given by the County of Union at no cost to the Employer. The Employer shall make an effort to arrange for such tests to be given at the work site.

ARTICLE 21

SALARIES AND COMPENSATION

Section 1.

- A. On January 1, 2016 all active employees shall receive a bonus of \$500.
- B. Wages shall be increase as follows:
 - Effective and retroactive to 7/1/2016: 2% across the board
 - Effective and retroactive to 7/1/2017: 2% across the board
 - Effective 7/1/2018: 2% across the board
 - Effective 7/1/2019: 2% across the board

The Range and Step Guide (Schedule E) reflects the increases in base pay

When an employee is promoted to Human Service Specialist I and possesses a salary higher than maximum in the HSS I salary guide, the employee will be placed on the Human Service Specialist II guide as per Article 22, Section 2.

Section 2.

When an employee is authorized and required by the Employer to work outside of his /her job classification for a period of either 15 consecutive work days or a total of fifteen days in segments of five or more consecutive days, the employee shall be compensated at the rate of pay for that job classification or the rate of pay for his/her own job classification, whichever is higher for the total number of hours worked outside his/her own classification. If the employee works at a higher job classification, the employee will be paid on the same basis as though such employee was provisionally promoted to the said job classification.

Section 3.

All employees holding the position of Human Services Specialist I who have completed at least two (2) years of service in this title and have at least one (1) year of permanent status as a Human Services Specialist I and satisfactory performance will be provisionally promoted to the position of Human Services Specialist 2, Range 16.

Section 4.

Effective July 1, 2002, employees currently on Range 7 shall be placed on Range 8A on same step as currently held.

Section 5.

Effective January 1, 2016, employees shall be paid on a by-monthly basis on the 15th and 30th of the month. In order to transition to that schedule, employees will be paid in January and February 2016 on the following dates:

- January 1, 2016- employees eligible for back pay under the 2009 Mastriani award shall receive 1 week's pay of the two week award.
- January 6, 2016 - All employees will receive the 1st January pay.
- January 25, 2016 - All employees will receive the 2nd January pay.
- February 10, 2016 - All employees will receive the 1st February pay.
- February 29, 2016 - All employees will receive the 2nd February pay.

Thereafter employees will be paid on the 15th and 30th of each month (or 28th or 29th during the month of February).

On January 15, 2017- employees eligible for backpay under the 2009 Mastriani award shall receive the 2nd week's pay of the two week award.

If an employee separates from service during January or February 2016, i.e., prior to full transition to bi-monthly pay, a calculation will be made of days worked vs. pay provided to determine if any money is owed.

If an employee eligible for the 2009 Mastriani award separates from service prior to January 15, 2017, they will receive the full amount of the award owed upon separation.

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

Dues shall be deducted from the second paycheck of the month.

In the event the County implements mandatory direct deposit in 2015 or during the term of this Agreement, CWA agrees that it will accept this change without dispute.

Section 6.

Management reserves the right to place employees transferred from other County departments on a salary guide step commensurate with the individual(s) prior salary provided they do not make more than the Maximum of the Range in which they are placed.

ARTICLE 22

INCREMENTS AND CLASSIFICATION CHANGES

Section 1.

Effective July 1, 2009 through June 30, 2013 all employees who are entitled to receive a merit increment shall be paid such an increment on the following basis:

- A. An employee hired, effective January 2 through April 1, will be eligible to receive an increment on April 1 of the following year;

- B. An employee hired, effective April 2 and through July 1, will be eligible to receive an increment on July 1 of the following year;
- C. An employee hired, effective July 2 through October 1, will be eligible to receive an increment on October 1 of the following year;
- D. An employee hired, effective October 2 through January 1, will be eligible to receive an increment as of January 1 of the beginning of the second year following date hired.

Section 2.

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

In those situations in which the employee's salary adjustment equals two or more increments in the old range, a new anniversary date shall be assigned as indicated in Section 1 above. The new anniversary date shall be assigned on the basis of the effective date of the salary increase in the same manner as indicated in Section 1 for newly-hired employees.

If any employee is subsequently appointed to another title within one (1) year with a lower salary range, the employee's salary will be reconstructed on the basis of the employee's previous employment record.

Any employee who is subsequently appointed to another title after one (1) year with a lower salary range shall have his/her salary adjusted so that it provides a deduction of one increment of the present salary range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which they are being reassigned.

Section 3.

Effective July 1, 2016, the following clerical upgrades shall be implemented:

- Clerk 2: Move from Range 9 to Range 12A
- Clerk 3: Move from Range 10 to Range 11

Clerk 4, Supervising Receptionist, Supervising Clerk Transcriber, Supervising Account Clerk and Keyboarding Clerk 4: Move from Range 16B to Range 17

Section 4.

Effective July 1, 2016, the title of Social Caseworker shall be added to the bargaining unit's recognition clause and placed at Range 16.

Section 5.

Effective September 15, 2017, the following confidential titles shall be added to the bargaining unit at the stated range:

Keyboarding Clerk 1/Personnel Aide*:	Range 16
Secretarial Assistant Bilingual:	Range 16
Personnel Assistant:	Range 19
Administrative Secretary:	Range 19

*This is a newly created promotional title that is only used for staff assigned to the Personnel Unit. Newly hired staff assigned to the Personnel Unit will be hired in the title of Keyboarding Clerk 1 (range 8A). All employees assigned to the Personnel Unit holding the position of Keyboarding Clerk 1 who have completed at least five (5) years of service and have at least one year of permanent Civil Service status and satisfactory performance, will be promoted to the position of Keyboarding Clerk 1/Personnel Aide (Range 16).

ARTICLE 23

LONGEVITY

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

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

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

- 10 years but less than 15 years of continuous employment, 4% of their salary as of the determining date;
- 15 years but less than 20 years of continuous employment, 6% of their salary as of the determining date;
- 20 years but less than 25 years of continuous employment, 8% of their salary as of the determining date;
- 25 years or more of continuous employment, 10% of their salary as of the determining date;

In the event the Union County Board of Freeholders shall amend their present longevity plan, then the parties hereto will meet after 30 days of the effective date of the amendment and enter into collective negotiations concerning the longevity plan herein.

ARTICLE 24

PERSONNEL FILES

Each employee shall be given the opportunity to review the contents of his/her personnel file upon request to the Director, Division of Social Services or his designee at a time reasonably convenient to the parties. Anything to be placed in the employee's file shall first be shown to the employee and initialed by the employee as proof of notification. The employee shall have the right to respond to any document in his/her personnel file and to be provided a copy of same. Each page at a cost as presently scheduled by Union County:

- 1st through 10th page \$.50 per page
- 11th through 20th page \$.25 per page
- all pages over 20 \$.10 per page

ARTICLE 25

NO STRIKE/NO LOCKOUT

It is agreed that during the term of this Agreement neither the Union, its officers or bargaining unit employees shall instigate, call, sanction, condone or participate in any strike or in any capacity withhold labor and that there shall be no lockout of the employees by the Employer.

ARTICLE 26

FULLY BARGAINED AGREEMENT

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

ARTICLE 27

SEVERABILITY

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 28

MISCELLANEOUS

Section 1.

Registered domestic partners will be eligible for health benefits in accordance with the County Policy on Domestic Partnership as set forth in Freeholder Resolution No. 1170-2005 as specified in Schedule G of this contract.

Section 2.

Effective July 1, 2016, supervising/lead clericals will have their own shop steward.

ARTICLE 29

EQUAL EMPLOYMENT

The Employer agrees to continue its policy of not discriminating against any employee covered by this contract on the basis of race, creed, color, national origin, sex, marital status, age, armed forces obligation, sexual orientation, political or religious opinions or affiliations or physical handicap or participation in Union activities.

ARTICLE 30

EMPLOYEE DRUG TESTING PROCEDURES

The drug testing procedures for employees of the County of Union, Division of Social Services have been negotiated between the Employer and the Union and are contained in the County of Union Drug and Alcohol Policy for Division of Social Services employees, attached hereto as Schedule D.

ARTICLE 31

TRAINING

A. The Employer agrees that there shall be an orientation period to properly train all new clerical personnel hired.

B. Time not to exceed forty-five minutes, in the aggregate per Article 3, Section 2, shall be allocated at a training session for new employees to allow an authorized Union representative to explain the contents and benefits of a Union negotiated agreement and to discuss the benefits of Union affiliation.

C. Employees shall be made aware through a training session that services are available to them for alcohol, drug, gambling, and stress related problems.

D. The Public Assistance Staff Development Program is governed by regulations promulgated by the New Jersey Department of Human Services, Division of Family Development in accordance with N.J.A.C. 10:109. The Employer agrees to follow these regulations that provide for increasing the competence of staff in order to assure the highest quality of service to the public.

E. The Union will be permitted to provide training ideas and suggestions to the Employer.

ARTICLE 32

DURATION

Section 1.

This Agreement shall become effective on July 1, 2016 and shall remain in full force and in effect until June 30, 2020.

Section 2.

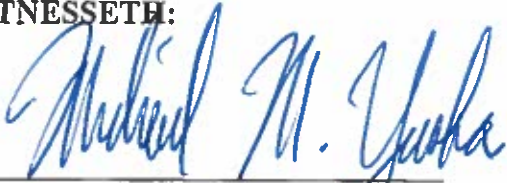
The Agreement shall be renewed, except for those provisions which specifically terminate as indicated in the Agreement, from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to June 1, 2020 or June 1 or any succeeding year for which the Agreement has been renewed.

Section 3.

The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2020 subject to the provisions above. Both parties shall be in contact with each other by March 15, 2020 to schedule a meeting to be held prior to the April board meeting to exchange in writing their proposals, if any, for the successor agreement. Each party may have a negotiating team not exceeding five (5) members of each party. Each party to this Agreement may, by mutual consent, modify upward or downward the number of members for each team.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective Officers, or Agents, on this 21st day of May 2018.

WITNESSETH:




Michael Yuska
Director, Administrative Services

COUNTY OF UNION


By: 

Edward Oatman
County Manager

APPROVED AS TO FORM:



Kathryn V. Hatfield, Esq.
County Attorney

By: 

James Pelletiere
Clerk of the Board

COMMUNICATION WORKERS OF AMERICA, AFL-CIO:

By: 

Julia Barocas
CWA Representative

By: 

Martha Iluonokhalumhe
President

SCHEDULE A

UNUSED SICK LEAVE PAYMENT REGULATIONS

1. **EFFECT ON OTHER RETIREMENT BENEFITS:**

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

2. **LIMITATIONS:**

A. no employee who elects a deferred retirement benefit shall be eligible.

B. an individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

3. **DEATH OF AN EMPLOYEE:**

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

4. **DISABILITY RETIREMENT:**

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

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

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

6. **LEAVE WITHOUT PAY:**

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County, except for service with the former Board of Social Services.

7. **COMPUTATION:**

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

- B. Employees who are eligible for this benefit shall be compensated 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
 - over 301 accumulated sick days – 70% of the daily rate, maximum of \$15,000
- C. 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.
- 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.

8. GENERAL PROCEDURES:

- A. An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment.

SCHEDULE B

PUBLIC ASSISTANCE STAFF DEVELOPMENT PROGRAM

1. OBJECTIVES FOR THE PUBLIC ASSISTANCE STAFF DEVELOPMENT PROGRAM:

The purpose of public assistance staff development is to enable the public welfare agency to achieve its operating goals effectively and efficiently. The quality and extent of service an agency is able to provide is dependent on the competence and skill of the staff charged with delivering those services. Therefore, increasing the competence of staff in order to assure the highest quality of service to the people served by the public assistance program is a continuing objective.

2. COUNTY WELFARE AGENCY TRAINING AND STAFF DEVELOPMENT PERSONNEL:

The Director of a county welfare agency shall be responsible for the administration of the training and staff development function of the agency. A training supervisor and appropriate additional training and support staff shall be employed in order to adequately provide for the orientation to the agency of all new staff (clerical, professional, para-professional), intensive skill training requisite for effective job performance, supervisory training, and other training needed because of the expanding and /or changing programs, functions, and responsibilities of the total agency.

3. TRAINING ADVISORY COMMITTEE:

Each county welfare agency shall establish a training advisory committee which assists with the development of an annual training plan, staff development and training policies and procedures, programmatic directions.

4. COMPONENTS OF THE STAFF DEVELOPMENT AND TRAINING PROGRAM:

A. The components of a county welfare agency staff development program shall include: Initial in-service training; programmatic in-service training; management and supervisory training; career/professional development; and academic, degree-oriented, and other long-term educational programs.

- i. Initial in-service training is a formal training program to acquaint, through intensive task-oriented instruction, new and transferring employees (and volunteers as applicable) with the mission, policies, and procedures of the agency, and appropriate sub-units, and for building knowledge and skills required to assume new or changing job responsibilities. This also includes orientation to the agency, administrative policies and procedures, communications training and problem-solving instruction.
- ii. Programmatic in-service training is training related to the tasks and requirements inherent in particular positions within the agency. This training should enable employees to improve their knowledge, skills and job performance.
- iii. Management and supervisory training is formalized skill development training for managerial and supervisory staff. It may include training to: develop and use organizational systems, assess agency performance in meeting goals, improve interpersonal skills, better plan and establish fiscal and programmatic priorities and means for implementation, and enhance organizational capacity for service delivery.

- iv. Career/professional development includes activities and programs aimed at providing information, experiences, and training that may enhance an individual's opportunities for advancement or career development.
- v. Academic, degree-oriented and other long-term educational programs are academic programs which will increase expertise in areas relevant to the agency's mission. These programs may include educational leave, tuition reimbursement, tuition aid.

B. Educational leave may be full-time leave with or without stipend and/or tuition. This may be granted for full-time enrollment in an accredited school of the employee's choice. Only permanent employees may receive full-time leave with or without stipend and/or tuition. Such professional or technical education should be required of the position for which the employee is occupying or will be assigned to. An employee for full-time educational leave must receive prior approval from the Division of Public Welfare as well as the county welfare training advisory committee.

- i. If a stipend is requested by the employee and approved by the county welfare agency training advisory committee and the Division of Public Welfare, the stipend is to equal 80% of the salary being earned by the employee at the time of registration or \$600 per month, whichever is less. This stipend is subject to mandatory deductions and any elective deductions agreed upon by the employee. An employee must have current permanent status in a Department of Personnel title as one of the conditions for full-time leave with/without a stipend and/or tuition. Salary is not to be paid to an employee while he or she is receiving a stipend. If the employee is eligible to receive scholarships or stipends from sources other than the agency, he or she must utilize these first and the agency stipend and/or tuition aid may be used to supplement up to the amount the agency would have authorized if it were the single funding source. Such acceptance of financial aid outside of the agency must, in no way, obligate the employee/student to a work commitment in other than a sending county welfare agency which is granting the release time.
- ii. Prior to receiving agency stipend and/or tuition aid the employee must sign a service commitment (Educational Leave Agreement) to return to the sending county welfare agency immediately upon completion of his or her course of study as outlined in as outlined in Schedule C.
- iii. If the employee on full-time educational leave with or without stipend and/or tuition aid receives a degree and decides not to return to work, he or she has an obligation to notify the Director of the county welfare agency of his or her intention to resign. The conditions contained in the Educational Leave Agreement must then be invoked and the Employee will be required to repay the county welfare agency all monies received (in the form of stipend, tuition, etc.) in his or her behalf.
- iv. If an employee terminates employment before completion of the service commitment, he or she must repay the county welfare agency the financial value of the stipend and/or tuition that have not been repaid in work commitment.
- v. The work (service) commitment to the agency is one and one-half months for each month the Employee/student was on leave with stipend and/or tuition aid.

- C. Tuition Reimbursement is financial aid granted to an employee attending class part-time at an accredited institution. Release time may not exceed four (4) hours per week per employee. If more than four hours per week is required, work schedules may be modified when feasible to accommodate the need but requires approval of the Director of the county welfare agency. If additional time is needed and the work schedule cannot be modified, a request for approval of the additional time must be made through the Division of Public Welfare.
- i. An employee may not be reimbursed for more than fifteen (15) credits during the fiscal year.
 - ii. Employees receiving tuition aid must be permanent full-time employees who have completed at least one (1) year of satisfactory service on or before the beginning date of the course (s) for which reimbursement is requested.
 - iii. Employees may request reimbursement for non-job related courses provided they are required for the completion of the minimum number of credit hours required for graduation from their approved degree program. Approvals for graduate and undergraduate degree programs must be obtained through the Division of Public Welfare prior to matriculation. Under certain circumstances, the agency may provide financial support on a reimbursement basis to those taking exams in order to obtain additional credits for subject matter learned through previous life or educational experiences.
 - iv. Tuition reimbursement may not be made until the employee completes the course(s) with verification of satisfactory completion of the course.
 - v. Employees will be required to sign an employee commitment form prior to acceptance of tuition aid. This is a condition of accepting and receiving aid whereby the employee agrees to remain in the employ of the sending agency for one month for each month the employee received tuition aid.
- D. Tuition aid (part-time education leave) or full-time educational leave with or without stipend and/or tuition aid. The payment for tuition by the county welfare agency will be the actual amount charged by the school, but may not exceed the rate charged by Rutgers, The State University of New Jersey.
- i. If an employee just receives leave time on either part-time leave (tuition aid) or full-time educational leave and there is no money payment involved (either tuition aid or stipend, etc.), that employee has the responsibility to continue or resume work in the agency, but does not have a service agreement to work off leave time. The service agreement for working off tuition and/or stipend received for part-time or full-time education pursuits shall not exceed a continuous work commitment to the agency of two years.
 - ii. If more than one course is taken in the tuition aid (part-time) program, the course may be simultaneously worked off beginning the first work day after the completion of that semester so that an employee at the end of a semester never owes the agency more work time than one semester.
 - iii. Employees taking education course(s) (either part-time or full-time), shall be responsible for their own travel, parking, fees, and book costs. Occasionally, there may be a special program or course of study that will not fall clearly under part-time or full-time category,

therefore, under these circumstances, the county welfare agency shall contact the Division of Public Welfare for clarification.

E. Contract Services. Outside experts may be employed to conduct special courses but plans must be discussed with and receive prior approval by the Division of Public Welfare in order to meet audit requirements when payments are made.

F. Supplemental Fund for Education and Training. Not to exceed \$35,000 per contract year (with no balance of funds carried over to subsequent years) effective January 1, 2008, (prorated for ½ year) as follows:

- i. Eligibility - any employee with at least one (1) year of service with the Division; on a first come first serve basis.
- ii. Allowable Expenses – Books, Registration and other fees associated with participation in education and training courses approved by the Training Advisory Committee pursuant to Schedule B of the Collective Bargaining Agreement.
- iii. Limit – Reimbursement for approved expenses shall not exceed \$250 per employee per semester and will be payable upon presentation of an appropriate receipt.

SCHEDULE C

TUITION REIMBURSEMENT AGREEMENT SERVICE COMMITMENT

I hereby agree to accept educational assistance which has been approved by the Director, pursuant to the provisions of the collective bargaining agreement currently in force for the unit which I am a member of.

I further agree to return to continue my employment with the Department of Human Services consistent with the collective bargaining agreement immediately following my completion of my course study.

I hereby commit to remaining in the employ of the Division of Social Services for one month for each month that I have received tuition aid.

Should I decide to resign my position prior to the completion of my service commitment I agree to repay the Division a prorated portion of the stipend or tuition paid to me based on the difference between the stipend or tuition accorded me and the amount of service commitment completed. Said proration will be established by the following fomula:

$$\frac{\text{Weeks of work completed}}{\text{\# of weeks in semester}} = \% \text{ tuition reimbursement employee is entitled to}$$

Example: Employee returns to work and only completes 4 weeks of employment. The semester was 16 weeks. The agency is owed $\frac{3}{4}$ or 75% of the tuition that was reimbursed.

This agreement is entered into based upon the Educational Assistance provisions contained in the Agreement Between the County of Union and Communication Workers of America, AFL-CIO and the Agreement Between County of Union and Public Employees Supervisors Unit Primary Supervisors Local No. 102 International Brotherhood of Teamsters.

EMPLOYEE

DIRECTOR

DATE

DATE

SCHEDULE D

DRUG AND ALCOHOL ABUSE POLICY

COUNTY OF UNION
DRUG AND ALCOHOL ABUSE POLICY
FOR DEPARTMENT OF HUMAN SERVICES,
DIVISION OF SOCIAL SERVICES EMPLOYEES

COUNTY OF UNION

1. INTRODUCTION:

The County of Union is concerned about the effects that alcohol and drug abuse has upon the health and safety of our employees. The purpose of this policy is to insure that all County employees adequately and safely perform their duties free of any alcohol, drugs, and/or any other mood altering substance. A copy of this policy is being distributed to each employee, receipt of which will be acknowledged in writing.

The use, possession, distribution, trade, purchase, or sale of alcoholic beverages or illegal mood altering drugs while working for the County of Union, or while on the County's property or premises, or being under the influence of alcohol or drugs during working hours or while on or in County property is strictly prohibited. The prohibition against reporting to work under the influence includes reporting back to work after breaks or lunch. Any County employee engaged in such activity will be subject to serious disciplinary action, up to and including discharge.

2. DEFINITIONS:

- A. The term employee means any individual who receives compensation from the County of Union.
- B. The term alcohol or alcoholic beverage means any liquid that has an alcoholic content of 4% or more by volume. This cutoff level is defined in accordance with the Department of Transportation standards.
- C. The term drug means any substance (other than alcohol) that produces a physical, mental, emotional, or behavioral change in its user; the sale, possession, or consumption of which is illegal. This term includes prescription drugs (substances which may only be lawfully obtained by prescription issued by a licensed medical practitioner) where such prescription has not been prescribed for the person possessing or using such drugs.
- D. The term reasonable suspicion means suspicion based upon objective facts derived from observation of an employee's appearance, behavior, speech, breath odor, or any and all reasonable inferences drawn therefrom in light of the observer's knowledge of the signs of drug abuse or intoxication.

3. DRUG AND ALCOHOL SCREENING:

- A. All job applicants must successfully undergo drug screening prior to employment with Union County.

- i. Job offer letters will advise all applicants that drug screening tests will be performed as part of the County's medical evaluation and that any job offer is made contingent upon, amongst other things successfully passing such screening tests.
- ii. All job applicants will be required to complete a form by which the applicant consents to and authorizes reasonable and appropriate testing, disclosure of test results and other related information which may be necessary to carry out the purpose of this policy. Any recipient who refuses to sign this consent/authorization form will not officially be hired by the County.
- iii. Confirmed test results indicating the presence of a drug, other than a drug duly prescribed by one's physician, at or above the cutoff level for impairment according to current Department of Transportation standards will be the cause for rejection of any applicant. The County will not discriminate against applicants because of past history of alcohol or drug abuse. Therefore, individuals who have failed previous pre-employment testing may initiate another employment inquiry after a period of no less than six months, and must present themselves to be drug free.

B. Employees:

- i. Employees, in keeping with the U.S. Department of Transportation requirements who hold a Commercial Drivers License (CDL) will all be subject to the County's CDL Policy which will identify those persons who use illegal drugs on or off the job. All such employees will be subject to the Federal CDL Drug and Alcohol Testing as outlined in the Omnibus Transportation Testing Act of 1991.

It shall furthermore be a condition of employment for all employees not subject to testing under Department of Transportation requirements (employees not possessing a CDL) to submit to drug and alcohol testing under the following circumstances:

Where there is reasonable suspicion to believe that an employee is under the influence of alcohol or is using illegal drugs.

When an employee is involved in an on the job accident where personal injury or damage to property occurs unless the accident is in no way the fault of the employee.

As part of a follow up program for treatment of drug and/or alcohol abuse.

- ii. It is the responsibility of the County's supervisors to counsel employees whenever they see a change in the performance or behavior that suggest an employee has an alcohol or drug problem. In the event a supervisor has a reasonable suspicion to believe an employee is under the influence of alcohol or drug use he or she shall complete a form outlining the reasons for the suspicion that will immediately be forwarded to the Director of Personnel. A copy of this form will also be given to the employee upon his/her request and to the Union, if properly authorized by the employee. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and should encourage anyone who may have an alcohol or drug problem to seek help.

iii. All County employees who are selected for drug and/or alcohol testing will be required to complete and execute a form by which the employee consents to and authorizes reasonable and appropriate testing, disclosure of test results to the County Manager or his/her designee, and reasonably necessary disclosure of test results and other related information to the Division of Social Services, as may be necessary, to carry out the purpose of this policy. The results will be shared with any federal, state, county or local law enforcement or agency, only if the employee is alleged to have caused, or threatened to cause personal injury and/or damage to property subject to criminal or civil liability, or a legally executed subpoena requiring disclosure is served upon the employer. Otherwise, all records will be confidential to all other persons unless the employee authorizes the disclosure of such records to a specific person or organization upon his/her written release. Copies of all forms, correspondence and other written materials will be provided to the employee, upon his/her request and to the union, if properly authorized by the employee. If the county decides to administer a drug or alcohol test to the employees, the County Manager or his/her designee shall notify the union at the time the employee is notified and will provide the union with information regarding why it deems the test necessary. A union representative may be permitted to be present during any testing, if the employee so requests. Any employee who refuses to take a drug and/or alcohol test administered through this policy shall be subject to possible termination.

C. Disciplinary Actions - Confirmed initial and follow-up (if requested by the employee) test results revealing the presence of a drug, other than one duly prescribed by a licensed physician or any detection of alcohol at or above the cutoff level for impairment established by the Department of Transportation, will constitute cause for disciplinary action up to and possibly including termination.

Employees who violate the County's policy regarding use, possession, sale, or distribution of alcohol or illegal drugs during work hours or while on County property will be subject to disciplinary action up to and possibly including discharge.

The goal of this policy is to balance the respect of the individual with the need of the County to maintain a safe, productive, and an alcohol/drug free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear signal that improper consumption of alcohol or the illegal use of drugs is not compatible with employment by the County of Union. The County recognizes the health implications of alcohol and drug abuse and considers it to be a treatable illness. As with other illnesses, the County's objective is to assist in the employee's rehabilitation. The County designed this policy to encourage its' employees to seek help for their abuses.

An employee may voluntarily admit to the County that he or she has an abuse problem without fear of discipline or discharge. Upon admission of a substance abuse problem the employee will immediately enroll themselves in a rehabilitation program. The County will not take any disciplinary action against an employee who enrolls in rehabilitation and satisfactorily completes such rehabilitation program. Upon return to work after completing rehabilitation, the employee agrees to submit to follow up testing. Employees who test positive in subsequent testing or who enter rehabilitation on more than one occasion may be subject to disciplinary action. If the County and/or the Division of Social Services takes disciplinary action against the employee and if the employee and/or the union files appropriate appeal action, the County agrees to provide the employee and the union with copies of all documentation upon which it will rely to support the disciplinary action.

- D. **Rehabilitation and Follow-Up Testing** - An employee who tests positive for drugs and/or alcohol, after a confirmed initial, and if requested, an independent follow-up test utilizing the second sample of the same urine test, (as stipulated in Section V.8), may in the sole discretion of the County, be given one opportunity to accept a referral to an approved rehabilitation program (E.A.P.) Employee Assistance Program - Intervention Strategies International at (800) 663-0404. The employee will be permitted to return to work only following satisfactory completion of the rehabilitation program, compliance with any recommendations from the program, and consent to periodic testing thereafter and passing of such tests. Employees shall be required to submit to post-rehabilitation periodic testing over a period of time to be determined by the County. However, after six negative test results, any further testing will be based upon reasonable suspicion. The County of Union is not responsible for the cost of the rehabilitation program, but it shall be the sole responsibility of the employee. However, the County will assist in coordinating required treatment with available certified rehabilitation centers covered by the employee's insurance plan, if available when requested. Any employee who subsequently tests positive will be subject to termination at any time during the course of their employment.
- E. **Medication or Prescribed Drugs** - If an employee takes an over the counter medication or prescription drug, they must first consult with their medical professional to determine whether this preparation will have any adverse effect on his/her personal safety or job performance. If the effects of the medication could pose a danger to the employee's safety, or the safety of a co-worker or citizen, the employee must inform his/her supervisor and the supervisor will determine if the employee must consult with a medical professional. Every effort will be made to adjust the worker's duty until full, effective, and safe work activities can be resumed. If alternate duties are not available, the County may request the employee take sick leave. Failure or refusal by an employee to properly inform their supervisor may result in discipline, up to and including discharge.

4. RESPONSIBILITY:

The County Manager or designee will be responsible for the selection of a qualified laboratory to perform the appropriate drug and/or alcohol screening tests. The County Manager or designee will also be responsible to conduct physical examinations, or drug and/or alcohol screening tests where appropriate. The County Manager or designated alternate shall be responsible for the overall implementation of the County's Alcohol and Drug Abuse Policy. All records will be retained for a period of five years.

5. GENERAL METHODS AND PROCEDURES FOR DRUG SCREENING:

- A. Urinalysis will be the primary method for drug screening of applicants and full time employees.
- B. All sample(s) will be used for drug testing only, and not for any other purposes.
- C. Established quality control and chain of custody procedures must be maintained throughout the entire testing process, from sample acquisition to delivery at the laboratory.
- D. All urine samples obtained from applicants and full time employees will be delivered to a certified laboratory for analysis. Upon his/her written request the employee will be provided with the name, address and telephone number of all certified laboratories which will be utilized by the County for initial screening and independent testing and confirmation analysis, and to the union, if properly authorized by the employee.

- E. No adverse action will be taken against an applicant or full time employee until the laboratory preliminary analysis and subsequent follow-up and/or confirmation have been reported to the County.
- F. Laboratory Method - The certified laboratory will be the sole facility for both the initial screening and confirmation analysis of urine. Florescence polarization immunoassay (Adx) and enzyme multiplier immunoassay (EMIT) are currently used as initial drug screening procedures. Gas chromatography-mass spectrometry is used to confirm all positive results of initial screening procedures. As new procedures are developed and prove to be more reliable and efficient, as alternatives they may be adopted as procedures for this policy.
- G. Preliminary Acquisition Procedures - Prior to the submission of a urine sample, the applicant/employee will be asked to fill out a medical questionnaire which clearly describes all medications, both prescribed by a physician or available over the counter (non prescription) which they ingested during the past 96 hours.
- H. Specimen Acquisition Procedure:
- i. The County's physician or other designee (Official Monitor) will be responsible for ensuring that all related forms such as waivers, laboratory forms, and medical questionnaires have been thoroughly and accurately completed by the applicant/employee. Prior to the submission of the sample(s), both the official monitor and applicant will inspect the specimen bottle(s) packet(s) for indication of pre-void tampering.
 - ii. Generally, the applicant/employee will submit the urine sample in the presence of the official monitor. On those rare occasions when the applicant is not able to provide a sample in the presence of the official monitor, the County may choose to permit the applicant to provide a sample without the witness, so long as applicant makes deposit of sample where there is a room that does not contain access to water or other additives.
 - iii. The official monitor will always be of the same sex as the applicant/employee being tested.
 - iv. Urine samples will be processed in accordance with chain of custody procedures. Throughout the urine acquisition process, the sample(s) will only be identified by use of the individuals Social Security Number (SSN#). No form forwarded to the laboratory will contain the applicant's/employee name.
 - v. The applicant/employee will complete the information requested on any related County or laboratory forms and will put their Social Security Number, initials, and date on the specimen bottle label(s). After the official monitor has inspected the information for accuracy, the applicant/employee will unseal the specimen bottle packet(s), affix label(s) to bottle(s), and void approximately fifty (50) ml. of urine into the specimen bottle. The applicant/employee will secure the cap(s) of the specimen bottle(s) and will seal the sample by wrapping evidence tape around the bottle(s), vertically up one side, across the cap, and down the other side. The applicant/employee will then put his/her Social Security Number, initials, and date on the evidence tape and surrender the specimen to the official monitor.

vi. After ascertaining that all forms have been completed accurately and after serving as witness to the void, the official monitor shall take possession of the sample(s). The sample(s) shall be placed in a controlled access refrigerator storage area. One (1) sample will be delivered to a certified laboratory. This delivery shall occur within one laboratory working day from acquisition. The other sample will remain in the controlled access refrigerator to be used for possible independent testing, in the event it is determined that the sample is confirmed to be positive for the presence of illegal drugs. This specimen will be retained only as long as all disciplinary and criminal proceedings have exhausted.

I. Drug Screening Results - The certified laboratory will forward to the County Manager or designee a written report of the results of the drug test, whether positive or negative, as soon after completion of analysis as possible. The laboratory will report as positive only those samples which have been confirmed to be positive for the presence of illegal drugs. The County will orally notify all results as soon after notification from the laboratory as possible. The County will provide a copy of the laboratory report to the applicant/employee if he/she requests it and to the union, if so authorized by the employee. If the results of the drug test are positive, the employee will be permitted to utilize the split sample stored in the controlled access refrigerator storage area for independent testing at a certified lab selected by the employee, the employee's attorney and/or his/her authorized union representative. It shall be the employee's responsibility to pay for any independent testing.

6. GENERAL METHODS AND PROCEDURES FOR ALCOHOL TESTING:

A. The Breathalyzer will be the initial method for the screening of employees for alcohol content, to be administered by a qualified police officer of the County of Union. The results will be shared with any federal, state, county or local law enforcement or agency only if the employee is alleged to have caused, or threatened to cause personal injury and/or damage to property subject to criminal or civil liability, or a legally executed subpoena requiring disclosure is served upon the employer. Otherwise, all records will be kept confidential and solely kept by the County Manager or his/her designee as stipulated in Section III.2.C.

B. Blood alcohol testing will be the primary method for verifying alcohol content.

C. All Breathalyzer and blood test samples will be used for alcohol testing only, and not for any other purposes.

D. Established quality control and chain of custody procedures must be maintained throughout the entire process, from sample acquisition to delivery at the laboratory.

E. All blood samples obtained from employees will be delivered to the County designated physician or laboratory for analysis. The employee and the union, if properly authorized by the employee, will be provided with the name, address and telephone number of the designated physician or certified laboratory/laboratories which will be utilized by the County for blood sample analysis.

F. No adverse action will be taken against an employee until the County designated physician/laboratory preliminary analysis and subsequent confirmation and follow-up from independent testing, if the employee so requests have been reported to the County.

G. The following methods and procedures apply when an employee submits to alcohol testing through blood samples for the purpose of determining alcohol content in the blood. Employees will be required to submit a blood sample after having been given a breathalyzer test, based upon

a supervisor's reasonable suspicion that the employee has consumed alcohol while on duty, or is in any way impaired while on duty due to alcohol consumption, and has received a positive result from the breathalyzer test.

- i. Alcohol screening through blood testing will be conducted when an employee has received a positive test result from a breathalyzer. Any employee who has reasonable suspicion to believe that a fellow employee has consumed alcohol while on duty, or is in any way impaired from alcohol consumption, should immediately bring that fact to their immediate supervisor. All such reports must be kept confidential by supervisory and administrative staff of the Division. Employees reporting reasonable suspicion will not be required to testify at any disciplinary, civil, and/or criminal proceedings, which may result from such report. Any employee who produces a confirmed positive test result for alcohol consumption and positive follow-up independent testing if the employee so requests may be subject to disciplinary action. They may be granted, upon request, and at the sole discretion of the County, an unpaid medical leave of absence to obtain counseling and or medical treatment for alcohol problems. It is strongly suggested that the employee seek out the services of the County's Employee Assistance Program (EAP) by contacting Intervention Strategies International at (800) 663-0404. The length of the unpaid leave is at the sole discretion of the County. Employees who produce a second or subsequent test result indicating alcohol consumption will be subject to disciplinary action, up to and including termination.
- ii. Any employee who refuses to provide a blood sample upon a lawful request made upon individualized reasonable suspicion may also be dismissed.
- iii. The County designated physician/laboratory will be the sole facility for the blood alcohol testing.
- iv. Before an employee is ordered to submit a blood alcohol test, the County will have prepared a Confidential Report which documents the basis for reasonable suspicion. The individual whose approval is necessary to order the blood alcohol test shall base their decision on the contents of this confidential report.
- v. Prior to submission of the blood sample, the employee must complete a medical questionnaire which clearly describes all medicines, both prescribed by a physician or available over the counter (non-prescription) which he/she has ingested during the past 96 hours. A copy of this completed form will be provided to the employee upon request and to his/her union representative, if so authorized by the employee.

H. Specimen Acquisition Procedures:

- i. At the time that the blood sample is provided, the employee will have the option to submit two (2) samples. Both samples will be acquired according to the procedures outlined herein. One sample will be forwarded to the County designated physician/laboratory for testing; the remaining sample will be stored in a frozen state within the County according to Police Department procedures regarding chain of custody and evidence storage. The results will be shared with any federal, state, county or local law enforcement or agency only if the employee is alleged to have caused, or threatened to cause personal injury and/or damage to property subject to criminal or civil liability, or a legally executed subpoena requiring disclosure is served upon the employer. Otherwise, all records will be confidential and solely kept by the County Manager or his/her designee

as stipulated in Section III.2.C. The sample will be made accessible to the employee, his authorized union representative or his/her attorney. This specimen will be retained only as long as all disciplinary and criminal proceedings have exhausted.

- ii. The County will be responsible for acquiring blood samples from employees and shall designate an individual to serve as official monitor. The employee may also choose to name another witness, including an authorized union representative to be in attendance to sample acquisition.
 - iii. The official monitor shall be responsible for insuring that the employee has thoroughly and accurately completed all related forms.
 - iv. Generally, the employee will submit the blood sample in the presence of the official monitor.
 - v. Blood samples will be processed in accordance with accepted chain of custody procedures, and every effort will be made to ensure that the identity of the employee being tested remains confidential. Throughout the blood acquisition process, the sample(s) will be identified by use of only the employee's Social Security Number.
 - vi. The employee will complete the information requested on any related County or laboratory forms and will put their Social Security Numbers, initials, and date on the specimen bottle label. After the official monitor has inspected the information for accuracy, the employee will unseal the specimen bottle packet and affix the label to the bottle. The employee will secure the cap of the specimen bottle and will seal the sample by wrapping evidence tape around the bottle, vertically up one side, across the cap, and down the other side. The employee will then put their Social Security Number, initials and date on the evidence tape and surrender the evidence specimen to the official monitor.
 - vii. After ascertaining that all forms have been completed accurately, the official monitor shall take possession of the sample. The sample will then be placed in a controlled accessed refrigerator storage area until it is delivered to the County designated physician/laboratory. This shall occur within one laboratory working day of acquisition.
- I. Alcohol Testing Result - The County designated physician/laboratory will notify the County Manager or designee of the results of the analysis immediately upon completion. The laboratory will report as positive only the samples which have been confirmed to be positive for the presence of alcohol. The laboratory will follow up immediately with notification by written reports. The County will notify the employee of the results of the analysis as soon as possible after notification by the laboratory. The County will provide a copy of the laboratory report to the employee if he/she requests it.

Resolution No. 80-99
Adopted: 01/21/99

SCHEDULE E

SALARY GUIDES

Range 6					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	27,538	28,089	28,651	29,224	29,808
2	28,398	28,966	29,545	30,136	30,739
3	29,258	29,843	30,440	31,049	31,670
4	30,117	30,719	31,333	31,960	32,599
5	30,977	31,597	32,229	32,874	33,531
6	31,837	32,474	33,123	33,785	34,461
7	33,269	33,934	34,613	35,305	36,011
8	34,702	35,396	36,104	36,826	37,563
9	36,134	36,857	37,594	38,346	39,113
10	37,566	38,317	39,083	39,865	40,662
11	38,998	39,778	40,574	41,385	42,213
12	40,430	41,239	42,064	42,905	43,763
13	41,862	42,699	43,553	44,424	45,312
14	41,951	42,790	43,646	44,519	45,409
15	42,811	43,667	44,540	45,431	46,340
15A	48,122	49,084	50,066	51,067	52,088

Range 7					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	28,746	29,321	29,907	30,505	31,115
2	29,650	30,243	30,848	31,465	32,094
3	30,554	31,165	31,788	32,424	33,072
4	31,458	32,087	32,729	33,384	34,052
5	32,362	33,009	33,669	34,342	35,029
6	33,267	33,932	34,611	35,303	36,009
7	34,773	35,468	36,177	36,901	37,639
8	36,279	37,005	37,745	38,500	39,270
9	37,785	38,541	39,312	40,098	40,900
10	39,291	40,077	40,879	41,697	42,531
11	40,797	41,613	42,445	43,294	44,160
12	42,303	43,149	44,012	44,892	45,790
13	43,809	44,685	45,579	46,491	47,421
14	45,315	46,221	47,145	48,088	49,050
15	46,219	47,143	48,086	49,048	50,029
15A	49,907	50,905	51,923	52,961	54,020

Range 8					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	34,773	35,468	36,177	36,901	37,639
2	36,358	37,085	37,827	38,584	39,356
3	37,943	38,702	39,476	40,266	41,071
4	39,529	40,320	41,126	41,949	42,788
5	41,114	41,936	42,775	43,631	44,504
6	42,699	43,553	44,424	45,312	46,218
7	44,285	45,171	46,074	46,995	47,935
8	45,870	46,787	47,723	48,677	49,651
9	47,455	48,404	49,372	50,359	51,366
9A	48,407	49,375	50,363	51,370	52,397
9B	53,920	54,998	56,098	57,220	58,364

Range 8A					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	28,959	29,538	30,129	30,732	31,347
2	29,872	30,469	31,078	31,700	32,334
3	30,784	31,400	32,028	32,669	33,322
4	31,696	32,330	32,977	33,637	34,310
5	32,608	33,260	33,925	34,604	35,296
6	33,521	34,191	34,875	35,573	36,284
7	35,040	35,741	36,456	37,185	37,929
8	36,560	37,291	38,037	38,798	39,574
9	38,079	38,841	39,618	40,410	41,218
10	39,599	40,391	41,199	42,023	42,863
11	41,118	41,940	42,779	43,635	44,508
12	42,638	43,491	44,361	45,248	46,153
13	44,157	45,040	45,941	46,860	47,797
14	45,677	46,591	47,523	48,473	49,442
15	46,589	47,521	48,471	49,440	50,429
15A	52,027	53,068	54,129	55,212	56,316

Range 9					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	31,364	31,991	32,631	33,284	33,950
2	32,363	33,010	33,670	34,343	35,030
3	33,362	34,029	34,710	35,404	36,112
4	34,361	35,048	35,749	36,464	37,193
5	35,359	36,066	36,787	37,523	38,273
6	36,358	37,085	37,827	38,584	39,356
7	38,023	38,783	39,559	40,350	41,157
8	39,687	40,481	41,291	42,117	42,959
9	41,352	42,179	43,023	43,883	44,761
10	43,017	43,877	44,755	45,650	46,563
11	44,681	45,575	46,487	47,417	48,365
12	46,346	47,273	48,218	49,182	50,166
13	48,010	48,970	49,949	50,948	51,967
14	49,675	50,669	51,682	52,716	53,770
15	50,673	51,686	52,720	53,774	54,849
15A	56,279	57,405	58,553	59,724	60,918

Range 10					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	38,019	38,779	39,555	40,346	41,153
2	39,763	40,558	41,369	42,196	43,040
3	41,506	42,336	43,183	44,047	44,928
4	43,248	44,113	44,995	45,895	46,813
5	44,991	45,891	46,809	47,745	48,700
6	46,733	47,668	48,621	49,593	50,585
7	48,476	49,446	50,435	51,444	52,473
8	50,218	51,222	52,246	53,291	54,357
9	51,961	53,000	54,060	55,141	56,244
9A	53,006	54,066	55,147	56,250	57,375
9B	58,704	59,878	61,076	62,298	63,544

Range 11					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	39,763	40,558	41,369	42,196	43,040
2	41,589	42,421	43,269	44,134	45,017
3	43,417	44,285	45,171	46,074	46,995
4	45,244	46,149	47,072	48,013	48,973
5	47,071	48,012	48,972	49,951	50,950
6	48,898	49,876	50,874	51,891	52,929
7	50,726	51,741	52,776	53,832	54,909
8	52,553	53,604	54,676	55,770	56,885
9	54,380	55,468	56,577	57,709	58,863
9A	55,477	56,587	57,719	58,873	60,050
9B	61,276	62,502	63,752	65,027	66,328

Range 12A					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	37,166	37,909	38,667	39,440	40,229
2	38,868	39,645	40,438	41,247	42,072
3	40,570	41,381	42,209	43,053	43,914
4	42,272	43,117	43,979	44,859	45,756
5	43,974	44,853	45,750	46,665	47,598
6	45,677	46,591	47,523	48,473	49,442
7	47,379	48,327	49,294	50,280	51,286
8	49,081	50,063	51,064	52,085	53,127
9	50,783	51,799	52,835	53,892	54,970
9A	51,804	52,840	53,897	54,975	56,075
9B	57,455	58,604	59,776	60,972	62,191

Range 13					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	34,469	35,158	35,861	36,578	37,310
2	35,575	36,287	37,013	37,753	38,508
3	36,681	37,415	38,163	38,926	39,705
4	37,786	38,542	39,313	40,099	40,901
5	38,892	39,670	40,463	41,272	42,097
6	39,998	40,798	41,614	42,446	43,295
7	41,840	42,677	43,531	44,402	45,290
8	43,682	44,556	45,447	46,356	47,283
9	45,524	46,434	47,363	48,310	49,276
10	47,365	48,312	49,278	50,264	51,269
11	49,207	50,191	51,195	52,219	53,263
12	51,049	52,070	53,111	54,173	55,256
13	52,891	53,949	55,028	56,129	57,252
14	54,733	55,828	56,945	58,084	59,246
15	55,839	56,956	58,095	59,257	60,442
15A	61,655	62,888	64,146	65,429	66,738

Range 13A					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	38,866	39,643	40,436	41,245	42,070
2	40,649	41,462	42,291	43,137	44,000
3	42,432	43,281	44,147	45,030	45,931
4	44,215	45,099	46,001	46,921	47,859
5	45,997	46,917	47,855	48,812	49,788
6	47,781	48,737	49,712	50,706	51,720
7	49,563	50,554	51,565	52,596	53,648
8	51,346	52,373	53,420	54,488	55,578
9	53,129	54,192	55,276	56,382	57,510
9A	54,198	55,282	56,388	57,516	58,666
9B	59,945	61,144	62,367	63,614	64,886

Range 14					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	41,842	42,679	43,533	44,404	45,292
2	43,773	44,648	45,541	46,452	47,381
3	45,704	46,618	47,550	48,501	49,471
4	47,634	48,587	49,559	50,550	51,561
5	49,565	50,556	51,567	52,598	53,650
6	51,495	52,525	53,576	54,648	55,741
7	53,426	54,495	55,585	56,697	57,831
8	55,357	56,464	57,593	58,745	59,920
9	57,288	58,434	59,603	60,795	62,011
9A	58,445	59,614	60,806	62,022	63,262
9B	64,365	65,652	66,965	68,304	69,670

Range 15					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	43,773	44,648	45,541	46,452	47,381
2	45,803	46,719	47,653	48,606	49,578
3	47,833	48,790	49,766	50,761	51,776
4	49,863	50,860	51,877	52,915	53,973
5	51,893	52,931	53,990	55,070	56,171
6	53,923	55,001	56,101	57,223	58,367
7	55,953	57,072	58,213	59,377	60,565
8	57,983	59,143	60,326	61,533	62,764
9	60,013	61,213	62,437	63,686	64,960
9A	61,232	62,457	63,706	64,980	66,280
9B	67,268	68,613	69,985	71,385	72,813

Range 16					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	45,798	46,714	47,648	48,601	49,573
2	47,934	48,893	49,871	50,868	51,885
3	50,070	51,071	52,092	53,134	54,197
4	52,206	53,250	54,315	55,401	56,509
5	54,342	55,429	56,538	57,669	58,822
6	56,478	57,608	58,760	59,935	61,134
7	58,615	59,787	60,983	62,203	63,447
8	60,751	61,966	63,205	64,469	65,758
9	62,887	64,145	65,428	66,737	68,072
9A	64,169	65,452	66,761	68,096	69,458
9B	70,326	71,733	73,168	74,631	76,124

Range 16A					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	44,492	45,382	46,290	47,216	48,160
2	46,561	47,492	48,442	49,411	50,399
3	48,630	49,603	50,595	51,607	52,639
4	50,698	51,712	52,746	53,801	54,877
5	52,768	53,823	54,899	55,997	57,117
6	54,837	55,934	57,053	58,194	59,358
7	56,906	58,044	59,205	60,389	61,597
8	58,974	60,153	61,356	62,583	63,835
9	61,044	62,265	63,510	64,780	66,076
9A	62,285	63,531	64,802	66,098	67,420
9B	68,365	69,732	71,127	72,550	74,001

Range 16B					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	45,798	46,714	47,648	48,601	49,573
2	47,934	48,893	49,871	50,868	51,885
3	50,070	51,071	52,092	53,134	54,197
4	52,206	53,250	54,315	55,401	56,509
5	54,342	55,429	56,538	57,669	58,822
6	56,478	57,608	58,760	59,935	61,134
7	58,615	59,787	60,983	62,203	63,447
8	60,751	61,966	63,205	64,469	65,758
9	61,044	62,265	63,510	64,780	66,076
9A	62,325	63,572	64,843	66,140	67,463
9B	68,447	69,816	71,212	72,636	74,089

Range 16C					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	44,492	45,382	46,290	47,216	48,160
2	46,561	47,492	48,442	49,411	50,399
3	48,630	49,603	50,595	51,607	52,639
4	50,698	51,712	52,746	53,801	54,877
5	52,768	53,823	54,899	55,997	57,117
6	54,837	55,934	57,053	58,194	59,358
7	56,906	58,044	59,205	60,389	61,597
8	58,974	60,153	61,356	62,583	63,835
9	60,148	61,351	62,578	63,830	65,107
9A	61,320	62,546	63,797	65,073	66,374
9B	67,314	68,660	70,033	71,434	72,863

Range 17					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	47,937	48,896	49,874	50,871	51,888
2	50,176	51,180	52,204	53,248	54,313
3	52,416	53,464	54,533	55,624	56,736
4	54,655	55,748	56,863	58,000	59,160
5	56,895	58,033	59,194	60,378	61,586
6	59,135	60,318	61,524	62,754	64,009
7	61,374	62,601	63,853	65,130	66,433
8	63,614	64,886	66,184	67,508	68,858
9	65,853	67,170	68,513	69,883	71,281
9A	67,197	68,541	69,912	71,310	72,736
9B	73,476	74,946	76,445	77,974	79,533

Range 18					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	50,178	51,182	52,206	53,250	54,315
2	52,523	53,573	54,644	55,737	56,852
3	54,868	55,965	57,084	58,226	59,391
4	57,212	58,356	59,523	60,713	61,927
5	59,557	60,748	61,963	63,202	64,466
6	61,902	63,140	64,403	65,691	67,005
7	64,245	65,530	66,841	68,178	69,542
8	66,590	67,922	69,280	70,666	72,079
9	68,934	70,313	71,719	73,153	74,616
9A	70,341	71,748	73,183	74,647	76,140
9B	76,746	78,281	79,847	81,444	83,073

Range 19					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	52,521	53,571	54,642	55,735	56,850
2	54,993	56,093	57,215	58,359	59,526
3	57,465	58,614	59,786	60,982	62,202
4	59,937	61,136	62,359	63,606	64,878
5	62,409	63,657	64,930	66,229	67,554
6	64,811	66,107	67,429	68,778	70,154
7	67,353	68,700	70,074	71,475	72,905
8	69,825	71,222	72,646	74,099	75,581
9	72,297	73,743	75,218	76,722	78,256
9A	73,780	75,256	76,761	78,296	79,862
9B	80,330	81,937	83,576	85,248	86,953

Range 19A					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	51,014	52,034	53,075	54,137	55,220
2	53,406	54,474	55,563	56,674	57,807
3	55,797	56,913	58,051	59,212	60,396
4	58,189	59,353	60,540	61,751	62,986
5	60,580	61,792	63,028	64,289	65,575
6	62,972	64,231	65,516	66,826	68,163
7	65,363	66,670	68,003	69,363	70,750
8	67,755	69,110	70,492	71,902	73,340
9	70,146	71,549	72,980	74,440	75,929
9A	71,581	73,013	74,473	75,962	77,481
9B	78,039	79,600	81,192	82,816	84,472

Range 20					
Step	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
1	54,992	56,092	57,214	58,358	59,525
2	57,588	58,740	59,915	61,113	62,335
3	60,185	61,389	62,617	63,869	65,146
4	62,782	64,038	65,319	66,625	67,958
5	65,379	66,687	68,021	69,381	70,769
6	67,976	69,336	70,723	72,137	73,580
7	70,573	71,984	73,424	74,892	76,390
8	73,170	74,633	76,126	77,649	79,202
9	75,767	77,282	78,828	80,405	82,013
9A	77,326	78,873	80,450	82,059	83,700
9B	84,022	85,702	87,416	89,164	90,947

SCHEDULE F

TITLES AND RANGES

TITLE	SALARY RANGE
Account Clerk	9
Account Clerk/Clerk Bookkeeper	9
Account Procedures Analyst	18
Accountant	19A
Accounting Assistant	13
Administrative Secretary	19
Assistant Supervisor Building Services	16B
Bookkeeping Machine Operator	13
Building Maintenance Worker	9
Clerk 1	8A
Clerk 2	12A
Clerk 3	11
Clerk 4	17
Clerk Stenographer 1	8A
Clerk Stenographer 2	13A
Clerk Transcriber	8A
Community Interpreter	14
Community Service Aide	13
Community Service Worker	14
Data Control Clerk	9
Data Entry Operator (DEO)	9
Data Entry Operator 2 (DEO 2)	13A
Data Entry Operator 3 (DEO 3)	11
Data Entry Operator 4 (DEO 4)	17
Data Processing Programmer	18
Employment Specialist	16
Human Services Specialist 1	14
Human Services Specialist 2	16
Human Services Specialist 3	19
Investigator, County Welfare Agency	19
Interpreter	14
Keyboarding Clerk 1	8A
Keyboarding Clerk 1/Personnel Aide *(5yrs Exp)	16
Keyboarding Clerk 2	12A
Keyboarding Clerk 3	11
Keyboarding Clerk 4	17
Keyboarding Clerk 2/Telephone Operator	12A
Keyboarding Clerk 3/Telephone Operator	11

Legal Secretary	14
Legal Secretary/Bilingual	16
Legal Secretary/Stenographer	16
Messenger	8A
Paralegal Specialist	18
Personnel Assistant	19
Principal Account Clerk	11
Principal Clerk Transcriber	11
Principal Data Control Clerk	11
Program Monitor	19
Receptionist	8A
Secretarial Assistant Bilingual	16
Senior Accountant	20
Senior Account Clerk	12A
Senior Account Clerk Typing	12A
Senior Building Maintenance Worker	13
Senior Clerk Bookkeeper	12A
Senior Clerk Transcriber	13A
Senior Data Control Clerk	13A
Senior Employment Specialist	18
Senior Messenger	8
Senior Messenger/Senior Bldg Maint Worker	15
Senior Receptionist	12A
Senior Telephone Operator	12A
Senior Training Technician	20
Social Case Worker	16
Social Worker	19
Social Worker Specialist	20
Supervising Account Clerk	17
Supervising Clerk Transcriber	17
Supervising Data Control Clerk	17
Supervising Receptionist	17
Supervising Telephone Operator	17
Telephone Operator	8A
Training Technician	19A
Work Program Specialist I	16

SCHEDULE G

RESOLUTION #1170-2005 – DOMESTIC PARTNERSHIP

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NO *1170-2005*
DATE:

SCHEDULE G

12/1/2005

WHEREAS, the legislature of the State of New Jersey has found and declared that there are a sufficient number of individuals who live or work within this State who choose to live together in important personal, emotional and economic committed relationships with another individual of the same sex; and

WHEREAS, the legislature of the State of New Jersey has also found that these familial relationships, which are known as domestic partnerships, as defined in N.J.S.A. 26:8A-1ff, assist the State by establishing a private network of support for the financial, physical and emotional health of the participants to domestic relationships; and

WHEREAS, in accordance with the Domestic Partnership Act, Chapter 246, P.L. 2003, County action was contemplated to extend the various pension, health and tax benefits to those employees and retirees of the County of Union in domestic partnerships; and

WHEREAS, because of the material and other support that these familial relationships provide to the participants, this Board seeks to extend all of the rights, privileges and obligations provided under the Domestic Partnership Act, Chapter 246, P.L. 2003 to a domestic partner of a resident or employee or retiree of the County of Union; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it supports and adopts the policies set forth in the Domestic Partnership Act, Chapter 246, P.L. 2003, and as the employer hereby authorizes participation under the provisions of the Domestic Partnership Act, Chapter 246, P.L. 2003, and agrees to recognize the same sex domestic partners of employees, as defined by the Act, as eligible for the same dependent benefits as are provided to a spouse under the State administered pension funds; and

BE IT FURTHER RESOLVED that the County recognizes that by agreeing to provide eligibility to same-sex domestic partners, such eligibility shall apply to same-sex domestic partners of all employees and retirees enrolled in any and all of the State-administered pension funds through the County (PERS # 10100, 10101 & PFRS # 72000, 72001, 72003), and

BE IT FURTHER RESOLVED that domestic partnerships must meet the requirements of the Domestic Partnership Act and a Certificate of Domestic Partnership, obtained from the State of New Jersey through application to the employee's Local Registrar, must be made available upon request of the County and/or the Division of Pensions and Benefits; and

Continued....

SUBJECT TO INCLUSION AND ADOPTION
OF THE *2006* BUDGET

Frank J. ...
12-1-05

RECORD OF VOTE																	
FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	NP
ESTRADA	X								SULLIVAN	X							X
HOLMES	X								WARD								X
KOWALSKI	X								MIRABELLA VICE-CHAIRMAN	X							
MAPP	X								PROCTOR CHAIRMAN	X				X			
SCANLON	X						X										

APPROVED AS TO FORM
[Signature]
COUNTY ATTORNEY

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the date above mentioned.

[Signature]
CLERK

SCHEDULE G

BE IT FURTHER RESOLVED that all spouse and family health benefits including major medical, dental and insurance available to a spouse or family of a County employee or retiree shall be made available under similar co-pays, premiums, or deductibles to the same sex domestic partner of a County employee or retiree; and

BE IT FURTHER RESOLVED that to the extent certain County retirees have benefits provided under the State Health Benefit Plan this resolution provides those retirees with the same rights to obtain coverage under the Domestic Partnership Act and N.J.A.C. 17:1-5.5 for their domestic partner or family under similar co-pays, premiums, or deductibles available to a spouse or family of a County retiree; and

BE IT FURTHER RESOLVED that the Director of Finance, Lawrence M. Caroselli, act as the Certifying Officer in the administration of this program; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and coverage shall be effective as of January 1, 2006 or as soon thereafter as it may be effectuated pursuant to the statues and regulations or in the case of private insurance carriers consistent with their enrollment criteria as if the date of this resolution was the effective date of the partnership.

SCHEDULE H

CANCER SCREENING RESOLUTION

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NO. 1623A-99
DATE: 12/9/99

WHEREAS, the Board of Chosen Freeholders of the County of Union desires to establish a Cancer Screening Policy for the County's employees effective January 1, 2000; and

WHEREAS, pursuant to this Policy, employees will be granted four (4) hours of paid leave each year for use for cancer screening; and

WHEREAS, the four (4) hours of paid leave will not be counted toward the employee's sick, personal or vacation time; and

WHEREAS, in order to be paid for such leave, an employee must submit a medical certification verifying that the employee was absent from work for the purpose of cancer screening. The medical certification must be signed by the physician or other qualified medical personnel performing the cancer screening. Failure to submit such a certification may result in forfeiture of time; and

WHEREAS, employees will be given one (1) four (4) hour block of time annually to be used for cancer screening. Employees may not break this block of time into smaller hourly increments; and

WHEREAS, employees will be responsible for the cost, if any, of the cancer screening; and

WHEREAS, the County seeks to offer this benefit to it exclusionary and represented employees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby adopts this policy for exclusionary employees and authorizes and directs the Director of Administrative Services to engage in collective negotiations with the various exclusive bargaining representatives for the purpose of providing such units with the benefits associated with the County's Cancer Screening Policy.

NO SUFFICIENCY OF FUNDS REQUIRED
11/2/99 12/9/99

RECORD OF VOTE															
FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Sec	NP
GONCALVES	X							SCANLON	X				X		
HOLMES	X							STENDER							X
MINGO	X							SULLIVAN VICE-CHAIRMAN	X				X		
MIRABELLA	X					X		SCUTARI CHAIRMAN	X						
RUOTOLO	X														

APPROVED AS TO FORM
Oil
COUNTY ATTORNEY

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the date above mentioned.

[Signature]

SCHEDULE I

EMERGENCY CLOSING POLICY

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION NO. 391-01

4/11/2001

WHEREAS, on occasion it has been determined by the County Manager that County Offices should be closed due to a snow emergency, with the exception of 24 day per week facilities or operations, and those divisions directly involved in snow removal operations; and

WHEREAS, the Union County Board of Chosen Freeholders adopted official Policies in 1984 and 1993 and 2000 pertaining to snow emergency closing as they affect overtime, sick time, vacation time and other personnel matters; and

WHEREAS, the Union County Board of Chosen Freeholders now desires to rescind those policies and adopt a new policy that shall pertain to the closing of all County of Union offices due to an emergency, not limited to snow, effective January 1, 2001.

NOW, THEREFORE, BE IT RESOLVED by the Union County Board of Chosen Freeholders that the policy for a declared emergency day as it effects overtime, sick time, vacation time and compensation shall be as follows:

24 HOUR FACILITIES:

- Employees who report and work between the hours of 12:00 a.m. and 11:59 p.m. shall receive one additional day's pay, or part thereof based upon actual hours worked, at straight time.
- Employees who call in but do not report for work due to the emergency shall have no change or charge to sick time or personal time.
- Employees who are on an approved leave of absence prior to the declared emergency day shall not receive any credit for additional time off.
- Employees who call in sick on the emergency day shall not receive any credit for additional time off.
- Employees who have a scheduled day off shall not receive any credit for additional time off.

RECORD OF VOTE

FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Sec	NP
ESTRADA	X				X			STENDER							
HOLMES							X	SULLIVAN	X						
RUOTOLO	X					X		MINGO VICE- CHAIRMAN							X
SCANLON	X														
SCUTARI	X				X			MIRABELLA CHAIRMAN	X						
APPROVED AS TO FORM				I hereby certify the above to be a true copy of a resolution adopted by the Board of chosen Freeholders of the County of Union on the date above mentioned.											
COUNTY ATTORNEY															
				_____ CLERK											

NON-24 — HOUR FACILITIES REQUIRED TO WORK DUE TO THE EMERGENCY DAY

- Employees who report and work between the hours of 12:00 a.m. and 11:59 p.m. shall receive one additional day pay, or part thereof based upon actual hours worked, at straight time.
- Employees who do not report to work due to the emergency shall have no change to sick time or personal time.
- Employees who are on an approved leave of absence prior to the declared emergency day shall not receive any credit for additional time off.
- Employees who call in sick on the emergency day shall not receive any credit for additional time off.
- Employees who have a scheduled day off shall not receive any credit for additional time off.

NON 24 HOUR FACILITIES

- Employees who report and are required to work shall receive compensatory time for time actually worked.
- Employees who report to work and are subsequently sent home should not receive any credit for additional time off.

- Employees who do not report to work due to the emergency shall have no charge to sick time or personal time.
- Employees who are on an approved leave of absence prior to the declared emergency day shall not receive any credit for additional time off.
- Employees who call in sick on the emergency day shall not receive any credit for additional time off.
- Employees who have a scheduled day off shall not receive any credit for additional time off.

BE IT FURTHER RESOLVED that Union County Board of Chosen Freeholders recognizes the importance of maintaining all County operations during severe snow, and other emergency conditions to the greatest extent possible.

BE IT FURTHER RESOLVED that the County Manager shall only be authorized to declare a snow or other emergency closing in the future if the Governor declares a State of Emergency affecting the County of Union.

SCHEDULE J

INDIVIDUAL AGREEMENT

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2010, by and between the **County of Union** (herein the “**County**”) and _____, (herein the “**Employee**”), with the approval and consent of CWA – Local 1080 (hereinafter the “**Union**”).
Insert Name of Individual Employee

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

WHEREAS, the Employee is a member of CWA – Local 1080 bargaining unit covered by the CBA; and

WHEREAS, in order to obtain the agreement to enter into the CBA, the Union agreed to a zero percent increase to base pay for calendar years 2010 and 2011 and other agreements as more particularly set forth in the Memorandum of Agreement dated March 11, 2010, attached hereto as Appendix A (herein the “**Memorandum**”); and

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

2010.

COUNTY OF UNION

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

ATTEST

CWA - Local 1080

By: _____
Joan Tapia
President

ATTEST

Employee Signature

_____, Employee
Print Name

ATTEST

SCHEDULE K

HORIZON PLANS



Advantage EPO DESIGN 1 County of Union

Benefit	In-Network Benefits Only (Includes Bluecard network)
Benefit Period	Calendar year
Deductible	
Individual	None
Family	None
Coinsurance	100%
Maximum Out of Pocket	
Individual	\$2,000
Family	\$4,000
Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket.	
Benefit Period Maximum	Unlimited
Lifetime Maximum	Unlimited
Primary Care Physician Selection	Not Required
Doctor's Office Visits	
Primary Care Office Visit	100% after \$20 copay A primary care physician is a general or family practitioner, internist or pediatrician
Specialist Office Visit	100% after \$40 copay A referral is not required to visit a specialist.
Maternity Visits	100% after \$40 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits.
Allergy Testing and Treatment	100% Note: A copay will only apply when an office visit is billed.
Preventive Care	
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%
Well Child Exams	100%
Well Child Immunizations and Lead Screening	100%
Diagnostic Procedures	
Laboratory	100% in office setting or Labcorp 100% in outpatient facility
Outpatient X-ray/Radiology Services	100% in office setting 100% in outpatient facility
CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.	
Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.	
Hospital Care	
Inpatient Admission (including maternity)	100 %
Room and Board	100 %
Pre-admission Testing	100 %
Surgery in Hospital	100%
Inpatient Physician Services	100%
Outpatient Dept. Services	100%
Emergency Care	
Emergency Room	100% after \$100 facility copay
Ambulance	100%
Outpatient Surgery	
Hospital Outpatient Surgery	100%
Surgery in an Ambulatory SurgiCenter	100%
Mental Health Services	



Horizon Blue Cross Blue Shield of New Jersey
 Making Healthcare Work.

Advantage EPO DESIGN 1 County of Union

Inpatient	100 %
Outpatient department	100%
Office setting	100% after \$40 copay
Substance Abuse Services	
Inpatient	100 %
Outpatient department	100%
Office setting	100% after \$40 copay
Alcohol Abuse Services	
Inpatient	100 %
Outpatient department	100%
Office setting	100% after \$40 copay
	Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Value Options at 1-800-626-2212.
Other Services	
Acupuncture	100% after \$40 copay
Bariatric Surgery	100 %
Diabetic Education	100% after office copayment
Diabetic Supplies	100%
Durable Medical Equipment	100 %
Orthotics and Prosthetics (Per NJ mandate)	100% after \$20 copay
Home Health Care	100%
Hospice Care	100%
	100% after copayment in office setting 100% in outpatient facility
Infertility (including in-vitro fertilization)	Limited to 4 egg retrievals per lifetime
Physical Rehabilitation Facility Inpatient Services	100% Limited to 60 days per benefit period
Private Duty Nursing	100% Limited to 30 visits per benefit period (8-hour shifts)
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after office copayment 30 visit maximum per therapy, per benefit period



Horizon Blue Cross Blue Shield of New Jersey
 Making Healthcare Work.

Advantage EPO DESIGN 1 County of Union

Skilled Nursing Facility/Extended Care Center	100% Limited to 100 days per benefit period
Therapeutic Manipulation (Chiropractic Care)	100% after office copayment 25 visit maximum per benefit period
Vision - Routine Eye Exam	100% after \$40 copay
Vision Hardware	\$50 every two years
Prescription Drugs	Covered under a freestanding prescription program
Eligibility	Dependent children, including full-time students, are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
Pre-Existing Conditions	Not applicable
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .
24/7 Nurse Line	Not applicable

The Advantage EPO plans cover eligible expenses rendered by providers in Horizon's Managed Care network. When you utilize participating providers, you generally only pay your copayment and any applicable in-network coinsurance or deductible. No benefits are available out-of-network, except in emergency situations.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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 Three Penn Plaza East, Newark, New Jersey 07105



Horizon MyWay HS4 Direct Access County of Union

Health Saving Account (HSA)	Employer Contribution	
You may access your Health Savings Account for out of pocket expenses.	The employer and/or employee can contribute to the Health Savings Account up to the statutory maximum less of the individual's deductible.	
Benefit	In-Network	Out-of-Network
Benefit Period	Calendar Year	
Deductible	\$2000 per indiv./\$4000 True Family Deductible	
Individual	True Family Aggregate - Entire family deductible must be met before any benefits are paid.	
Family	Deductible is Calendar Year.	
Coinsurance	100%	70%
Maximum Out of Pocket	\$5,000	\$10,000
Individual	\$10,000	\$20,000
Family	Minimum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over cur allowance are not eligible towards the Maximum Out of Pocket.	
Renewal Period Maximum	Unlimited	
Lifetime Maximum	Unlimited	
Primary Care Physician Selection	Not Required	
Doctor's Office Visits	100% after deductible	
Primary Care Office Visit	A primary care physician is a general or family practitioner, internist or pediatrician	
Specialist Office Visit	A referral is not required to visit a specialist.	
Maternity Visits	Female child dependents are ineligible for maternity/obstetrical benefits.	
Allergy Testing and Treatment	100% after deductible	
Preventive Care	100% after deductible	
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100% (no deductible)	
Well Child Exams	100% (no deductible)	
Well Child Immunizations and Lead Screening	100% (no deductible)	
Diagnostic Procedures	100% after deductible	
Laboratory	100% after deductible	
Outpatient X-ray/Radiology Services	100% after deductible	
<p>CT/CTA Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCare National, LLC (CCN) at 1-866-496-6308 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.</p> <p>Note: Managed Care members can call 1-866-969-234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</p>		
Hospital Care	100% after deductible	
Inpatient Admission (including maternity)	100% after deductible	
Room and Board	100% after deductible	
Pre-admission Testing	100% after deductible	
Surgery in Hospital	100% after deductible	
Inpatient Physician Services	100% after deductible	
Outpatient Dept. Services	100% after deductible	

**Horizon MyWay HSA
 Direct Access
 County of Union**

Emergency Care		100% after deductible	
Emergency Room	Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries		
Ambulance	100% after deductible		70% after deductible
Outpatient Surgery			
Hospital Outpatient Surgery	100% after deductible		70% after deductible
Surgery in an Ambulatory SurgiCenter	100% after deductible		70% after deductible
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.			
Mental Health Services			
Inpatient	100% after deductible		70% after deductible
Outpatient department	100% after deductible		70% after deductible
Office setting	100% after deductible		70% after deductible
Substance Abuse Services			
Inpatient	100% after deductible		70% after deductible
Outpatient Substance Abuse	100% after deductible		70% after deductible
Office setting	100% after deductible		70% after deductible
Alcohol Abuse Services			
Inpatient	100% after deductible		70% after deductible
Outpatient department	100% after deductible		70% after deductible
Office setting	100% after deductible		70% after deductible
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Value Options at 1-800-626-2212.			
Other Services			
Bariatric Surgery	100% after deductible		70% after deductible
Diabetic Education	100% after deductible		70% after deductible
Diabetic Supplies	100% after deductible		70% after deductible
Durable Medical Equipment	100% after deductible		70% after deductible
Orthotics and Prosthetics (per NJ statute)	100% after deductible		70% after deductible
Physical Rehabilitation Facility Inpatient Services	100% after deductible		70% after deductible
Limited to 60 days per benefit period			
Home Health Care	100% after deductible		70% after deductible up to 100 visits
Hospice Care	100% after deductible		70% after deductible
Infertility (including In Vitro Fertilization)	100% after deductible		70% after deductible
Limited to 4 egg retrievals per lifetime			
Private Duty Nursing	100% after deductible		70% after deductible
Limited to 30 visits per benefit period (8-hour shifts)			
Short-term Therapies Physical, Occupational, Speech, Respiratory	100% after deductible		70% after deductible
30 visit maximum per therapy, per benefit period			
Skilled Nursing Facility/Extended Care Center	100% after deductible		70% after deductible
Limited to 100 days per benefit period		Limited to 60 days per benefit period	
Therapeutic Manipulation (Chiropractic Care)	100% after deductible		70% after deductible
25 visit maximum per benefit period			
Vision - Routine Eye Exam	100% after deductible		70% after deductible
Vision Hardware	Not covered		
Prescription Drugs	70% after deductible		

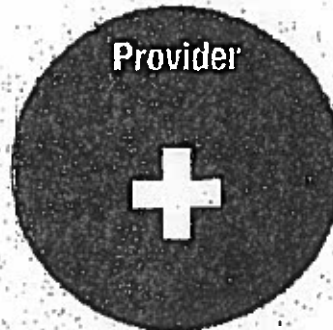
Horizon MyWay HSA – how a claim is paid

www.HorizonMyWay.com



Step 1:

Horizon MyWay HSA member visits the provider of his/her choice for care. In-network preventive care is covered according to the member's contract.



Step 2:

The provider submits the claim directly to Horizon Blue Cross Blue Shield of New Jersey as they would for a Direct Access or PPO product. Horizon BCBSNJ reviews the member's benefits and pays the claim accordingly.

If the member has met their deductible, a payment will be mailed to the provider.



Step 4:

Member payment options include:

- Horizon MyWay Visa/debit card
- Mail Personal Check
- Cash/Other Personal Check



Step 3:

If there is any remaining member liability, the provider sends a statement to the member outlining any outstanding balance. The member also receives an Explanation of Benefits (EOB) from Horizon BCBSNJ.

The member submits the appropriate payment as outlined in the EOB directly to the provider. If HSA funds are available, the member may pay from their Horizon MyWay account.

Please note: Horizon BCBSNJ will not pay providers directly from the member's HSA. This is the member's responsibility.

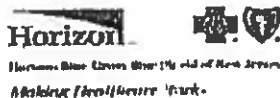


Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

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 Three Penn Plaza East, Newark, New Jersey 07102

8023 (NY)005



**Horizon MyWay HSA
Direct Access
County of Union**

Eligibility	Dependent children, including full-time students are covered until the end of the month in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
Pre-Existing Conditions	Not applicable
Grandfathered	Not applicable
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUJ (2583) or refer to our website at www.HorizonBlue.com .
24/7 Nurse Line	24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit.

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ network. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

Please note that the benefit highlights are provided for informational purposes. Horizon BCBSNJ makes every effort to provide clear and accurate information pertaining to these benefit highlights. However, because Horizon BCBSNJ generally expects regulated guidance from regulators on issues pertaining to Federal health care reform, the information that has been provided is subject to change. Horizon BCBSNJ will provide notice of such changes to members pursuant to State and Federal requirements.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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SCHEDULE L
RENEWAL RATES

UNION COUNTY RENEWAL RATES						
PLAN	CONTRACTS	2012-13	2013-14	2014-2015	2015-2016	
86436 (Traditional)	01, 02, 03, 05	Single	\$749.08	\$719.12	\$719.12	\$739.61
		Husband/Wife	\$2,134.77	\$2,049.38	\$2,049.38	\$2,107.79
		Family	\$2,134.77	\$2,049.38	\$2,049.38	\$2,107.79
		Parent/Child	\$2,134.77	\$2,049.38	\$2,049.38	\$2,107.79
	01, 02, 03, 05 over 65	Single Over				\$339.73
		Husband/Wife Over				\$1,079.71
		Family Over				\$1,726.96
		Husband/Wife 1 Over				\$1,215.74
		Family 1 Over				\$1,863.27
		Parent/Child Over				\$1,320.68
86436 (Traditional)	08, 09, 10	Single	\$749.08	\$719.12	\$719.12	\$701.09
		Husband/Wife	\$2,134.77	\$2,049.38	\$2,049.38	\$1,998.07
		Family	\$2,134.77	\$2,049.38	\$2,049.38	\$1,998.07
		Parent/Child	\$2,134.77	\$2,049.38	\$2,049.38	\$1,998.07
	08, 09, 10 over 65	Single Over				\$311.63
		Husband/Wife Over				\$1,023.22
		Family Over				\$1,637.05
		Husband/Wife 1 Over				\$1,152.45
		Family 1 Over				\$1,766.26
		Parent/Child Over				\$1,266.26
86436 Traditional (PAAD) 90, 91, 92, 93, 94	Retirees Under 65	Single	\$710.07	\$681.67	\$681.67	\$701.09
		Family	\$2,023.65	\$1,942.70	\$1,942.70	\$1,998.07
	Retirees Over 65	Single	\$518.20	\$497.47	\$497.47	\$511.63
		Husband/Wife	\$1,036.32	\$994.87	\$994.87	\$1,023.22
86445 (Direct Access 3), 86437 Direct Access 2 (01, 04, 05, 06)	Active/New Settlements	Single	\$658.01	\$1,591.69	\$1,591.69	\$1,437.05
		Family	\$606.41	\$582.15	\$582.15	\$598.74
		Husband/Wife	\$1,614.01	\$1,549.45	\$1,549.45	\$1,595.61
		Parent/Child	\$1,684.99	\$1,598.39	\$1,598.39	\$1,643.94
86445 (Direct Access 3) 50, 51, 53, 58, 61, 67, 69, 71, 72, 89	Active/New Settlements	Single	\$606.41	\$560.20	\$560.20	\$578.17
		Husband/Wife	\$1,614.01	\$1,491.04	\$1,491.04	\$1,533.53
		Family	\$1,684.99	\$1,538.13	\$1,538.13	\$1,581.97
		Parent/Child	\$1,587.53	\$1,466.57	\$1,466.57	\$1,508.37
86445 (Direct Access) 59 (50 ER)	Active/New Settlements Prosecutors	Single	\$606.41	\$563.00	\$563.00	\$579.05
		Husband/Wife	\$1,614.01	\$1,491.04	\$1,491.04	\$1,541.20
		Family	\$1,684.99	\$1,538.13	\$1,538.13	\$1,589.88
		Parent/Child	\$1,587.53	\$1,466.57	\$1,473.90	\$1,515.91
86436 (11, 12, 50, 75)	Retirees Under 65	Single	\$606.41	\$582.15	\$582.15	\$598.74
		Husband/Wife	\$1,614.01	\$1,549.45	\$1,549.45	\$1,593.61
		Family	\$1,684.99	\$1,598.39	\$1,598.39	\$1,643.94
		Parent/Child	\$1,587.53	\$1,524.03	\$1,524.03	\$1,567.46
86445 (Direct Access 3), 86437 Direct Access 2 (01, 04, 05, 06), 86436 (11, 12, 50, 75)	Retirees Over 65	Single	\$429.39	\$412.21	\$412.21	\$423.96
		Husband/Wife	\$817.24	\$784.53	\$784.53	\$806.91
		Family	\$1,318.86	\$1,266.11	\$1,266.11	\$1,302.19
		Parent/Child	\$1,318.86	\$1,266.11	\$1,266.11	\$1,302.19
86446 (PPO-Buy Up), LUCIA 86437 (26, 23, 24, 25)	Active/New Settlements	Single	\$667.86	\$641.15	\$641.15	\$659.42
		Husband/Wife	\$1,777.55	\$1,706.45	\$1,706.45	\$1,755.08
		Family	\$1,833.72	\$1,760.37	\$1,760.37	\$1,810.54
		Parent/Child	\$1,748.39	\$1,678.45	\$1,678.45	\$1,726.29
86446 (PPO-Buy Up) 50, 51, 53, 58, 61, 67, 69, 71, 72, 89	Active/New Settlements	Single	\$667.86	\$622.04	\$622.04	\$639.77
		Husband/Wife	\$1,777.55	\$1,655.60	\$1,655.60	\$1,702.78
		Family	\$1,833.72	\$1,707.91	\$1,707.91	\$1,756.59
		Parent/Child	\$1,748.39	\$1,628.43	\$1,628.43	\$1,674.84
86446 (PPO-Buy Up) 59 Prosecutors Group (50 ER)	Active/New Settlements Prosecutors	Single	\$667.86	\$641.15	\$625.15	\$642.97
		Husband/Wife	\$1,777.55	\$1,706.45	\$1,663.88	\$1,711.30
		Family	\$1,833.72	\$1,760.37	\$1,716.45	\$1,763.37
		Parent/Child	\$1,748.39	\$1,678.45	\$1,636.57	\$1,683.21
PPO 86436 (25, 48, 49)	Retirees Under 65	Single	\$653.36	\$629.15	\$629.15	\$647.08
		Husband/Wife	\$1,853.21	\$1,790.60	\$1,790.60	\$1,841.63
		Family	\$1,866.89	\$1,791.45	\$1,791.45	\$1,842.50
		Parent/Child	\$1,865.90	\$1,790.40	\$1,790.40	\$1,841.43
PPO 86436 (25, 48, 49)	Retirees Over 65	Single	\$479.07	\$459.91	\$459.91	\$473.01
		Husband/Wife	\$957.69	\$919.38	\$919.38	\$945.58
		Family	\$1,531.50	\$1,470.24	\$1,470.24	\$1,512.14
		Parent/Child	\$1,531.50	\$1,423.83	\$1,423.83	\$1,455.86
PPO 86436 (45, 47)	Retirees Under 65	Single	\$643.64	\$617.89	\$617.89	\$635.50
		Husband/Wife	\$1,804.69	\$1,732.50	\$1,732.50	\$1,781.88
		Family	\$1,881.05	\$1,805.81	\$1,805.81	\$1,857.27
		Parent/Child	\$1,774.97	\$1,703.97	\$1,703.97	\$1,752.53
PPO 86436 (45, 47)	Retirees Over 65	Single	\$470.45	\$451.63	\$451.63	\$464.50
		Husband/Wife	\$940.59	\$902.97	\$902.97	\$928.70
		Family	\$1,504.11	\$1,443.95	\$1,443.95	\$1,485.10
		Parent/Child	\$1,504.11	\$1,443.95	\$1,443.95	\$1,485.10
86444 (Direct Access/Old Healthnet)	Active/New Settlements	Single	\$555.45	\$533.23	\$533.23	\$548.43
		Husband/Wife	\$1,476.90	\$1,417.82	\$1,417.82	\$1,458.23
		Family	\$1,580.40	\$1,517.18	\$1,517.18	\$1,560.42
		Parent/Child	\$1,511.03	\$1,450.59	\$1,450.59	\$1,491.93
86444 (Direct Access/Old Healthnet) 30, 51, 53, 58, 61, 67, 69, 71, 72, 89	Active/New Settlements	Single	\$555.45	\$516.27	\$516.27	\$530.98
		Husband/Wife	\$1,476.90	\$1,372.73	\$1,372.73	\$1,411.83
		Family	\$1,580.40	\$1,468.93	\$1,468.93	\$1,510.79
		Parent/Child	\$1,511.03	\$1,404.46	\$1,404.46	\$1,444.49

Old Plan

UNION COUNTY PHARMACY RATES

PLAN		CONTRACTS				
		2012-13	2013-14	2014-2015	2015-2016	
RXA: \$6/\$15/\$20 with \$5/\$10/\$15 Mail Order (Settled Unions/Non-Contractuals)	Active/New Settlements	Single	\$215.40	\$204.20	\$200.63	\$200.63
		Husband/Wife	\$452.35	\$428.83	\$421.33	\$421.33
		Parent/Child	\$366.19	\$347.15	\$341.07	\$341.07
		Family	\$538.51	\$510.51	\$501.58	\$501.58
RXE: \$5/\$25/\$50 with \$5/\$30/\$60 Mail Order (50, 51, 53, 58, 61, 67, 69, 71, 72, 89)	Active/New Settlements	Single	\$215.40	\$173.57	\$170.54	\$170.54
		Husband/Wife	\$452.35	\$364.51	\$358.13	\$358.13
		Parent/Child	\$366.19	\$295.08	\$289.91	\$289.91
		Family	\$538.51	\$433.93	\$426.34	\$426.34
RXB: \$5/\$10/\$15 with \$3 Mail (Non-Settled Unions)	Active	Single	\$223.37	\$211.76	\$208.05	\$208.05
		Husband/Wife	\$469.08	\$444.69	\$436.91	\$436.91
		Parent/Child	\$379.74	\$359.99	\$353.69	\$353.69
		Family	\$558.44	\$529.40	\$520.14	\$520.14
RXC: 30% with \$0 Mail	Retirees	Single	\$129.24	\$122.52	\$120.38	\$120.38
		Husband/Wife	\$271.41	\$257.30	\$252.80	\$252.80
		Parent/Child	\$219.72	\$208.29	\$204.64	\$204.64
		Family	\$323.11	\$306.31	\$300.95	\$300.95
RXD: \$2/\$2 with \$2/\$2 Mail	Retirees	Single	\$235.87	\$223.61	\$219.69	\$219.69
		Husband/Wife	\$495.32	\$469.56	\$461.35	\$461.35
		Parent/Child	\$400.98	\$380.13	\$373.48	\$373.48
		Family	\$589.67	\$559.01	\$549.22	\$549.22
RXE: \$5/\$10/\$15 with \$3 Mail	Retirees	Single	\$223.37	\$211.76	\$208.05	\$208.05
		Husband/Wife	\$469.08	\$444.69	\$436.91	\$436.91
		Parent/Child	\$379.74	\$359.99	\$353.69	\$353.69
		Family	\$558.44	\$529.40	\$520.14	\$520.14
RXUA: \$3/\$5/\$10 with \$0 Mail (UCUA)	Actives	Single	\$231.77	\$219.72	\$215.88	\$215.88
		Husband/Wife	\$486.73	\$461.42	\$453.34	\$453.34
		Parent/Child	\$394.02	\$373.53	\$367.00	\$367.00
		Family	\$579.44	\$549.31	\$539.69	\$539.69
Percentage Savings:		-4.0%	-5.20%	-1.75%	0.00%	