

AGREEMENT BETWEEN THE

COUNTY OF UNION

and

PBA LOCAL 203 UNION COUNTY
DIVISION OF WEIGHTS AND MEASURES

Effective: January 1, 2005 through December 31, 2009

Prepared By:

Conventus Labor Consulting LLC
773 Clark Street
Westfield, New Jersey 07090
(908) 967-2153

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INDIVIDUAL RETIREMENT AGREEMENT	

AGREEMENT

This Agreement is made this 5th day of OCTOBER 2009, between THE COUNTY OF UNION, hereinafter referred to as the "County" and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 203, UNION COUNTY DIVISION OF WEIGHTS AND MEASURES, hereinafter referred to as the "Local".

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

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

ARTICLE I

RECOGNITION

The County hereby recognizes the Local as the exclusive representative pursuant to a Certification of Representation issued by the State of New Jersey Public Employment Relations Commission dated May 3, 1996 (Docket No. RO-95-220) which includes all Weights and Measures employees employed by the County of Union, excluding all managerial, confidential, professional, supervisory and craft employees.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

The Local recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the County. All of the rights, powers, prerogatives and authority

possessed by the County prior to the signing of this Agreement are retained exclusively by the County subject only to such limitations as are specifically provided in this Agreement.

Section 2.

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

Section 3.

Except as modified, altered or amended by the within Agreement, the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the state of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America including but without limitation the following rights, privileges and functions:

- (a) The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment.
- (b) The right to hire all employees and subject to existing Civil Service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.

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

Section 4.

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

Section 5.

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

ARTICLE 3

WORK SCHEDULES

Section 1.

The County shall have the right, for the efficient operation of its facilities, to make changes in the commencement and termination of the daily work schedules and to vary from the daily or weekly work schedules provided, however, upon making permanent changes the County shall give to the Local seven (7) calendar days' notice where practicable, and further provided that permanent changes in work schedules shall comply with existing Department of Personnel Rules.

Section 2.

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

ARTICLE 4

NO STRIKE OR LOCKOUTS

Section 1.

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

Section 2.

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

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby jointly defined to be any complaint arising under this Agreement between the Employer and any employee represented by the Local with respect to wages, hours of work or other terms and conditions of employment. Should any grievance as defined arise between an employee and the Employer, as to the meaning, application or operation of any provision of this Agreement, the following procedure shall be followed:

Step 1.

An employee with a grievance shall first discuss it with the Superintendent of Weights and Measures either directly or with the Local's designated representative for the purpose of resolving the matter informally.

A grievance must be presented at Step 1 within seven (7) working days from the date of occurrence of the facts which give rise to the grievance or within seven (7) working days from the date when the facts should reasonably have been known to the grievant or the Local. If a grievance is not presented within the aforementioned time period, it shall be deemed waived and shall not thereafter be considered a grievance under this Agreement.

Step 2.

If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 1, or if no decision has been rendered within seven (7) working days after the presentation of the grievance at Step 1, the aggrieved party or the Local may file a grievance in writing with the Director of Public Safety or his designated representative. The hearing on the grievance shall be held between the Director of Public Safety or his designated representative and the aggrieved party and the Local's designated representative, not later than ten (10) working days from the date of the filing of the grievance in writing with the Director of Public Safety or his designee. The Director of Public Safety, or his designated representative, shall render a final decision in writing within ten (10) working days after the hearing is completed.

Step 3.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision has been rendered within ten (10) working days after the presentation of the grievance at Step 2, the grievant may file the grievance and all supporting papers with the County Manager or his/her designee for review. The grievance must be presented no later than ten (10) working days from the date of the filing of the grievance in writing with the Director of Public Safety or his designated representative.

The parties may agree to escalate a grievance through the Step progression to the lowest Step level at which relief sought by the grievant may be granted.

Step 4. Arbitration

(a) If a satisfactory settlement is not reached at Step 3, and the Local decides to pursue the matter to arbitration, it may do so by making a written request to the Public Employment Relations Commission, CN 429, 495 West State Street, Trenton, New

Jersey, within ten (10) working days after receipt of the Step 3 answer. A copy of the request for arbitration shall be sent to the County Manager.

(b) The fees and expenses of arbitration shall be borne equally by the parties; however, if any of the parties cancels an arbitration hearing or withdraws from the arbitration proceedings, that party shall bear the cost of the cancellation or withdrawal.

(c) It is understood and agreed that if either party uses the services of any attorney, the expenses incurred will be borne by the party requesting such services.

(d) Expenses of witnesses for either side shall be borne by the party producing such witnesses.

(e) The total cost of any stenographic record which may be made and transcripts thereof shall be paid for by the party ordering same.

(f) The arbitrator shall have no power or authority to render any decision which requires the commission of any act that is prohibited by or is contrary to the terms of this Agreement.

(g) No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until he has rendered his written decision.

(h) The arbitrator's decision shall be in writing and will set forth his findings of fact and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

Section 2.

The time limits specified in the grievance procedure shall be construed as maximum. However, the time limits may be extended upon written mutual agreement between the parties.

Section 3.

Any employee may be represented at all stages of the grievance procedure by himself, or at his option by a representative of the Local. When an employee is not represented by the Local, the Local shall have the right to be present and state its views at all stages of the grievance procedure.

ARTICLE 6

LONGEVITY

Section 1.

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

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

Section 2.

Any employee who was hired by the County subsequent to January 1, 1973 shall not be entitled to the provisions or benefits of the existing longevity program set forth in this Article.

ARTICLE 7
VACATIONS

Section 1.

Vacation Eligibility:

- (a) During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- (b) Employees with one to eight years of service shall be entitled to thirteen (13) working days vacation each year.
- (c) Employees with eight completed years to ten years of service will be entitled to fourteen (14) working days vacation each year.
- (d) Employees with ten completed years to fifteen years of service will be entitled to seventeen (17) working days vacation each year.
- (e) Employees with fifteen completed years to twenty years of service will be entitled to nineteen (19) working days vacation each year.
- (f) Employees with twenty completed years to twenty-five years of service will be entitled to twenty-two (22) working days vacation each year.
- (g) Employees with twenty-five to thirty or more completed years of service will be entitled to the following number of working days vacation each year:
 - twenty-five years - twenty-seven (27) days
 - twenty-six years - twenty-eight (28) days

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This charge will be deducted from his final pay check.

Section 9.

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

ARTICLE 8

SICK LEAVE

Section 1.

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

Section 2.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action.

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

Section 3.

Sick leave is earned in the following manner:

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

Section 4.

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

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

Section 5.

An employee who has been absent on sick leave for a period totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature causing recurring absences of one day or less in which event only one medical certificate shall be required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

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

- (a) Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union, and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement.
- (b) Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Exhibit A and made a part hereof.

ARTICLE 9

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than one (1) year are entitled to be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance

with the schedule hereinafter set forth; employees who have been employed for more than one (1) year are entitled to be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to his or her Department Head. The leave may only be taken if the Department Head approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment:

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

Section 2.

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

Section 3.

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

ARTICLE 10

DEATH IN FAMILY

Section 1.

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused

by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE 11

JURY DUTY

Section 1.

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

Section 2.

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

ARTICLE 12

HOLIDAYS

Section 1.

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 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.

Section 2.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus payment at straight time their regular rate of pay for all hours actually worked on the holiday, subject to the overtime provision set forth in this Agreement.

Section 3.

Employees assigned to departments which work a continuous operation of twenty-four (24) hours per day, seven (7) days per week, and who have previously been granted compensatory time for holidays which fall on a non-working day, shall now receive payment or compensatory time in lieu thereof, at the employee's discretion for such holiday not worked; such election shall be made within two weeks from the date of the holiday.

Compensatory time under this provision of the contract must be taken within the calendar year in which such holiday occurs.

Section 4.

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 for approval by the County to be eligible for Holiday pay.

ARTICLE 13

SALARIES

Section 1.

The salary rates and ranges for employees covered hereunder for the term of this Agreement shall be as set forth on Exhibit C.

Annual wage increases are as follows:

2005	4%
2006	0% (Todaro to pay back raise in full equivalent to net received)
2007	0% (Todaro to pay back raise in full equivalent to net received)
2008	5%
2009	5%

Section 2.

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

- (a) Employees hired or who have been promoted and have less than one (1) year of service in the position shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into.
- (b) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1, and June 30th shall receive their salary increment as of January 1.
- (c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1 and December 31st shall receive their salary increment as of July 1.

- (d) Step progression is based on merit consideration, subject to past practice and to the provisions of the performance evaluation system as herein set forth.
- (e) No employee shall be paid less than the starting rate or more than a maximum rate for his or her classification.

Section 3.

Employees shall be paid on a bi-weekly basis. Direct deposit shall be made available to all covered employees.

Section 4.

Effective upon the execution of this Agreement, employees who are bi-lingual will be entitled to \$500 stipend in 2001, a \$675 stipend in 2002, a \$700 stipend in 2003, and a \$725 stipend in 2004.

Section 5.

Effective January 1, 2003, employees starting their fifteenth (15th) year of service with Union County shall receive a Senior Officer Stipend of \$1000.00 per annum, which will be added to base salary but will not be compounded by any percentage increases applied to the base rate.

Section 6.

The following criteria entitle employees to retroactive pay:

- Bargaining unit employees who retire during the year in which the contract is settled and ratified;
- Those employees who are on the active payroll at the time contract is settled;
- Employees who are on leaves of absence without pay who subsequently return to active service with the County are entitled to retroactive pay and benefits negotiated for that contract, exclusive of the period of leave without pay.

Bargaining Unit employees whose employment is terminated for any reason other than retirement under a State retirement system prior to October 15, 2009, shall not be entitled to retroactive negotiated pay increases.

ARTICLE 14

OVERTIME

Section 1.

The employer agrees that overtime consisting of time and one-half (1 1/2) of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours of work per week. The computation of overtime shall include base pay, longevity and shift differential, where applicable.

Section 2.

Paid time off for vacation, holidays, personal days, bereavement days and sick days shall be counted as standard time worked to determine the total number of hours worked per week for purposes of computing overtime under this Article.

Section 3.

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

Section 4.

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

Section 5.

There shall be no pyramiding of premium time.

ARTICLE 15

NON DISCRIMINATION AND EQUAL EMPLOYMENT

Section 1.

There shall be no discrimination, interference, or sanction by the County or any of its agents against the employees represented by the Local because of any membership or activity in the Local. Neither the Local nor any of its agents shall intimidate or coerce employees into membership.

Section 2.

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

ARTICLE 16

LEAVE OF ABSENCE

Section 1.

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

Section 2.

Employees serving on leave of absence without pay under circumstances that qualify under The Family and Medical Leave Act of 1993 (FMLA) and the New Jersey Family Leave

Act (NJFLA) will have such leave considered to be taken under and in accordance with the applicable provisions of the FMLA or the NJFLA.

ARTICLE 17

WORK RELATED INJURY

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

- (a) The employee shall notify his Department Head and the Personnel office of the work related injury or illness.
- (b) If the County's Workers Compensation insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall be paid his or her full pay up to the first ninety (90) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation provided the employee turns over to the County any checks received for temporary disability benefits. If the employee receives an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period herein above shall be extended up to one hundred eighty (180) calendar days.
- (c) After the first ninety (90) calendar days or one hundred eighty (180) calendar days, as the case may be, from the date of the injury or illness, as hereinabove defined the employee shall have the option to charge his or her sick leave accumulation and receive full pay provided the employee turns over all Workers' Compensation temporary disability checks to the County or the employee shall

have the option to retain all such Workers' Compensation checks and not receive any additional monies from the County. If the latter option is chosen, there shall be no charge to the employee's sick leave accumulation, and the employee shall be considered as on leave of absence without pay.

- (d) If the County's Workers' Compensation insurance carrier disputes the causal relationship between the employment and the sickness or injury then, in that event, in order for an employee to receive any pay from the County he shall be obligated to charge his sick leave accumulation.
- (e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to employment so that the employee is not entitled to receive temporary disability benefits the employee shall not have any charge made against sick leave accumulation so long as the employee substantially proves that the illness or injury arose out of his or her employment.
- (f) The County shall provide transportation for the initial visit to a doctor's office or to a hospital for an employee at work who becomes sick or is injured, where such doctor or hospital visit is necessary and no other means of transportation is available.

ARTICLE 18

INSURANCE

Section 1.

1. The County will continue to provide a Drug Prescription Plan, with co-payment provisions as follows:

(a) Effective October 1, 2003, Prescription Co-Pay shall be as follows:

\$3 mail order, (per prescription, min. 1 month/max. 3 months, based on Physician's order).

\$5 Generic

\$10 Brand Name required by Physician or when generic is not available

\$15 Brand Name requested by employee when generic is available

(b) The prescription network known as "Medcoll (CCN II Network)" will be implemented.

2. Effective November 1, 2009, the Drug Prescription Plan shall be modified as follows:

(a) Retail Pharmacy purchases shall be limited to 30 day increments

(b) Dispense-As-Written ("DAW") Procedure – Physicians prescribing name brand drugs, when the generic equivalent is available must justify the DAW to the pharmacy.

(c) All current co-pays shall be maintained and mail order shall remain at a ninety (90) day supply.

(d) The County will provide sample forms for mail order and distribute them to unit members by mail.

Section 2.

During the term of this Agreement, the County shall continue to contribute the sum of One Hundred (\$100.00) Dollars per employee per year towards the cost of a Disability Plan. Employees shall contribute by way of payroll deduction towards the payment for this Plan to the extent that the cost exceeds the sum of One Hundred (\$100.00) Dollars. The existing disability

plan provides a weekly benefit in the amount of Three Hundred (\$300.00) Dollars for twenty-six (26) weeks. The Plan shall be applicable to all employees covered by this Agreement.

Section 3.

The Dental Plan in effect for 1982 (herein the base plan) shall be continued during the term of this Agreement at the expense of the County.

Effective January 1, 1996, employees covered by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides coverage on an 80/20 percent basis up to \$1,000.00. Employees shall also have an option to select coverage under the Health Plex Plan. Employees who opt for any of these coverages shall pay the full cost difference that exceeds the County's cost of the base plan.

Effective November 1, 2009, the annual cap on the dental plan shall be increased to \$2,000.00 per annum.

Section 4.

The County reserves the right to change or modify existing carrier or carriers that provide health benefits, disability benefits, dental benefits or drug prescription benefits at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The County will give reasonable notice to the Local of its intention to change any such carrier before implementation and will meet with representatives of the Local before implementation.

The following provisions applicable to health insurance coverage will be maintained during the term of this Agreement:

1. Employees in Horizon PPO (Blue Select) shall contribute towards the cost of doctor's office visits as follows:

Oct 1	Jan 1
2003	2004
\$10 per visit	\$10 per visit

Out of Network Cost Share for Horizon PPO shall be 70/30, effective August 1, 2003. Deductible for any single benefit period effective January 1, 2004 shall be reduced to \$100 for each employee and an additional amount of \$200 for eligible dependants.

2. Co-payment by Employees for Major Medical coverage shall be twenty (20%) percent of the first Five Thousand (\$5000.00) Dollars of eligible expenses.
3. Pre-admission review (PAR) with fifty (50%) percent cutback and mandatory second surgical opinion (MSSOP) with fifty (50%) percent cutback.

Effective October 1, 1995 or as soon thereafter as possible, the Blue Cross/Blue Shield Health Insurance coverage program known and designated as "Blue Select" will replace the traditional indemnity health insurance coverage currently being provided by the County. Employees who retire after implementation of the "Blue Select" plan will be able to submit prescription charges to that plan in the same manner and under the same terms and conditions as current retirees are able to submit their prescription charges.

4. Effective January 1, 2003, all current employees to contribute \$10 per month towards Health Insurance Coverage. Employees earning over \$55,000 per year shall contribute \$25 per month towards Health Insurance Coverage.
5. Effective October 1, 2003, new employees shall receive PHS or Blue Choice coverage only. In addition, new employees shall contribute \$15 per month for single coverage and \$25 per month for family coverage. The contribution shall be increased by the proportionate annual increase in the plan cost. Employees may opt for a different plan at their own expense (difference between PHS & Blue Choice and chosen plan). In the event these plans are changed during the

term of this agreement, new employees shall receive the least expensive of the then available plans.

6. Revised Health Benefit Plans effective November 1, 2009 as follows:
 - a) CIGNA Open Access Health Plans shall replace Direct Access with CIGNA OAP2/OAP3 and Horizon PPO being replaced with CIGNA OAP5/OAP6 at the following co-pay levels:
 - 1) \$10.00 co-pay for in-network services – Drs’ office visits only.
 - 2) \$10.00 co-pay for all out-of-network services – Employees who go out of network will be reimbursed by the County for the 30% differential less the \$10.00 co-pay for services, upon applying to the TPA (Third Party Administrator) for reimbursement. The TPA shall reimburse employees within 10 days of the date the claim was submitted.
 - b) Any employee hired after November 1, 2009, shall participate in CIGNA OAP1. Any such employee who wishes to participate in CIGNA OAP5/OAP6 or CIGNA OPA2/OAP3 shall do so at their expense.
 - c) CIGNA OAP5/OAP6 will be maintained for employees choosing said plan with their cost being the difference between the CIGNA OAP5/OAP6 Plan and the CIGNA OAP2/OAP3 Plan premium in any given year.
 - d) Single coverage to remain at \$10.00 per month
Family, P/C or H/W coverage an additional \$15.00 per month.
 - e) Health Benefit Buy-Out Option – Effective January 1, 2008, any employee with either Family or Husband/Wife coverage in any of the

available health benefit 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 employee the sum of \$5,000.00 annually, to be paid in 26 installments over the next year. This payment will be prorated if less than one year of the benefit is available. Also, the Health Benefit Buyout for Single coverage from another source in the amount of \$1,800.00 shall be effective. Employees opting-out shall retain the right to re-enter the County Health Benefit Plan on a monthly basis. Upon re-entering the plan, payments for opting-out shall cease. This benefit shall be discontinued if the County becomes self-insured.

7. Effective November 1, 2009, the VSP Plan shall be implemented for employees only and 100% of the premium for the Plan will be paid by the County.

Section 5.

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

ARTICLE 19

CLOTHING

Effective upon the execution of this Agreement, the County will provide employees with rain gear and safety shoes. The County shall not be responsible for providing employees with any other clothing, boots, gloves or other accessories that may be required by the employees to perform their job duties. Employees shall be responsible for properly maintaining their own clothing, boots, gloves and other accessories. Employees shall be dressed appropriately when performing their job duties. The County retains the right to determine the appropriateness of employees' clothing and equipment utilized in the performance of their job responsibilities and duties.

Effective upon the execution of this Agreement, employees will receive a \$100.00 clothing allowance which will not be added to base salary. The clothing allowance shall increase to \$125.00 in 2003, and \$150 in 2004. The clothing allowance will be paid to employees in the month of December.

ARTICLE 20

AGENCY SHOP AND DUES DEDUCTION

Section 1.

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Local by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Local membership dues, fees, and assessments as certified to the Employee by the Local. The Local may revise its certification of the amount of the representation fee at any time to reflect changes in the regular

Local membership dues, fees and assessments. The Local entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Local remains the majority representative of the employee in the unit, provided that no modification is made in this provision by a successor agreement between the Local and the County.

The Local agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the County at the request of the Local under this Article.

Section 2.

The County agrees to deduct from the salaries of each employee who is a member of the Local, under the terms of this Agreement, dues for the Local, when same is authorized in writing by each such Local member. Individual authorization forms shall be filed by the Local with the County's Department of Finance.

ARTICLE 21

SAVINGS CLAUSE

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

ARTICLE 22

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both at the time they negotiated or signed this Agreement.

ARTICLE 23

DURATION

Section 1.

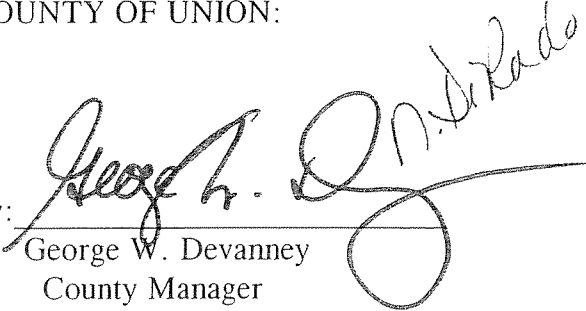
This Agreement shall be in effect from January 1, 2005 through December 31, 2009.

Section 2.

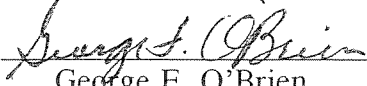
If either party desires to change this Agreement, negotiations for a successor agreement to this Agreement shall commence as provided under the Police and Fire Interest Arbitration Reform Act, P.L. 1995, c. 425, and the rules and regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 13th day of July, 2010

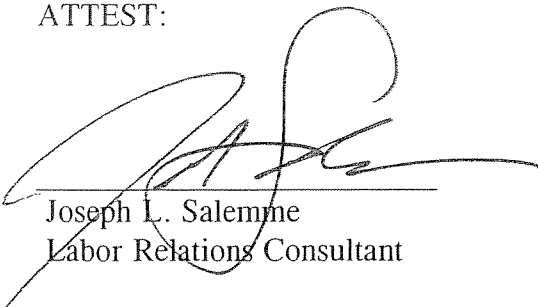
COUNTY OF UNION:

By: 
George W. Devanney
County Manager

PBA LOCAL 203, UNION COUNTY
DIVISION OF WEIGHTS AND
MEASURES:

By: 
George F. O'Brien
Labor Relations Consultant

ATTEST:


Joseph L. Salemme
Labor Relations Consultant

ATTEST:



Maria Todaro,
Chairman, CBA Committee

EXHIBIT A
COUNTY OF UNION
UNUSED SICK LEAVE PAYMENT
REGULATIONS

1. EFFECT ON OTHER RETIREMENT BENEFITS:

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

2. LIMITATIONS:

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

3. ELIGIBILITY:

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

4. DEATH OF AN EMPLOYEE:

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

5. DISABILITY RETIREMENT:

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

Employees re-entering County Service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

6. RETURN TO SERVICE AFTER RETIREMENT:

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

7. LEAVE WITHOUT PAY:

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

8. COMPUTATION:

a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after the return to employment.

b) The amount shall be computed as follows:

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

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

301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000
over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000
Overtime, shift differential, stipends or other supplemental pay shall not be included in the computation.

- c) 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.
- d) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- e) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment 60 days thereafter retirement, if elected by the employee.

EXHIBIT B1

HEALTH INSURANCE BENEFITS FOR RETIREES

(Employees hired prior to October 16, 2009)

Effective November 1, 2009, 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:

1. Eligibility: Employees must have been actively employed with the County of Union as of October 15, 2009, 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.

2. Description: This benefit shall consist of coverage under the CIGNA Open Access Plus Health Insurance Plan with the prescription component provided by MEDCO at 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 retirees 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).

3. Future Employees: Employees hired after October 15, 2009, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.

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.

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.

EXHIBIT B2

HEALTH INSURANCE BENEFITS FOR RETIREES

(Employees hired on or after October 16, 2009)

Effective November 1, 2009, 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.

1. Eligibility: Employees must have been actively employed for the County of Union on or after October 16, 2009 (and this is the same subsidy plan that was in place since January 1, 1986); and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before the age of 62 years with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

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

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

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

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

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

EXHIBIT C

SALARY GUIDE

PBA 203 WEIGHTS AND MEASURES**EXHIBIT C - SALARY GUIDE**

	3.5% 4% 2004	4% 2005	0% 2006	0% 2007	5% 2008	5% 2009
	34,331	35,704	35,704	35,704	37,489	39,364
MIN	35,445	36,863	36,863	36,863	38,706	40,641
1	36,558	38,020	38,020	38,020	39,921	41,917
2	37,672	39,179	39,179	39,179	41,138	43,195
3	38,786	40,337	40,337	40,337	42,354	44,472
4	39,899	41,495	41,495	41,495	43,570	45,748
5	41,013	42,654	42,654	42,654	44,786	47,026
6	42,127	43,812	43,812	43,812	46,003	48,303
7	43,240	44,970	44,970	44,970	47,218	49,579
MAX	45,000	46,800	46,800	46,800	49,140	51,597

AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2009, by and between the **County of Union** (herein the “**County**”) and _____, (herein the “**Employee**”), with the approval and consent of **PBA203 – Weights & Measures** (hereinafter the “**Union**”)

Insert Name of Individual Employee

WHEREAS, the County and Union are parties to a collective bargaining agreement (“CBA”) covering the period January 1, 2005 through December 31, 2009; and

WHEREAS, the Employee is a member of the PBA203 Weights & Measures bargaining unit covered by the CBA; and

WHEREAS, in order to obtain the agreement to enter into the CBA, the PBA203 Weights & Measures agreed to a zero percent increase to base pay for calendar years 2006 and 2007 and other agreements as more particularly set forth in the Memorandum of Agreement dated October 15, 2009, 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 the 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 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 _____, 2009.

COUNTY OF UNION

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

ATTEST

PBA203 – Weights & Measures

By: _____
Maria Todaro
Chief Shop Steward

ATTEST

Employee Signature

_____, Employee
Print Name

ATTEST