

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE COUNTY OF UNION

AND

INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS LOCAL R2-119

OCTOBER 19, 2018 THROUGH DECEMBER 31, 2023

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AGREEMENT

This Agreement made this ____ day of _____, 2022 between THE COUNTY OF UNION, hereinafter called the "Employer" and INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS LOCAL R2-119 hereinafter called the "Union".

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

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

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

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all regularly employed Public Safety Telecommunications Supervisors employed by the County of Union, Department of Public Safety as set forth in the Stipulation of Appropriate Unit executed and filed with the New Jersey Public Employment Relations Commission on October 4th 2018.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

- A. The executive management and administrative control of the County of Union, a

body politic, and its properties and facilities and the activities of its employees related to their employment.

- B. The right to hire all employees and subject to existing civil service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.
- C. The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed against any employee.

Section 4.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Commissioners, 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 Commissioners, 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

DUES DEDUCTIONS

Section 1.

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

An authorization for deduction of Union dues shall automatically be terminated when an employee is removed from the County payroll.

Section 2.

The amount of the Union dues will be certified by the President of IAEP Local R2-119 or the National Representative in writing to the Employer, and that amount will be uniform for all members of the Union.

Union dues shall be remitted to:

National Association of Government Employees
159 Burgin Parkway
Quincy MA 02169

ARTICLE 4
UNION BUSINESS

Section 1.

The Union shall notify the Employer in writing the name of its union officers. The Local President and Vice President or their delegates, but no more than two representatives, shall be granted leave with pay for the purpose of negotiations, grievances, arbitrations, meetings with management, and to attend all Union Conventions. Leave to attend state or national conventions shall be governed by NJSA 11A:6-10. All requests for leave pursuant to this statute shall be in writing and submitted to the Director for approval no later than one (1) month prior to the date leave is to begin. A projected date of anticipated union business shall be furnished to the employer in writing on an annual basis or as soon as they are made aware of the upcoming business.

Section 2.

Before any representative may leave his area or place of employment, he shall be required to obtain approval in advance from his Department Head or a Department Head's designated representative.

Section 3.

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

- A. Collective negotiations.
- B. Time spent conferring with management or employees on specific grievances as specified in the Grievance Procedure or other related union business, provided that there shall be no unreasonable interference with work assignments, and in the event

of a conflict, the work assignments shall have priority.

Section 4.

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

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

ARTICLE 5

WORK SCHEDULES

Section 1.

The Employer shall have the right, for the efficient operation of its facilities, to make changes in the commencement and termination of the daily work schedules and to vary from the daily or weekly schedules provided, however, upon making permanent changes the Employer shall give the Union fourteen (14) calendar days' notice where practicable, and further provided that permanent changes in work schedules shall comply with existing Civil Service Commission Rules.

Section 2.

Unless previously established prior to the terms of this Agreement, the normal work week shall consist of not less than thirty-six (36) hours per week. All full-time employees shall have a regular shift and schedule consisting of 12-hour shifts; 4 days on/4 days off rotating through each 4-week cycle, to include 8 hours overtime pay every other 4-week cycle. Payment of this overtime shall be automatic except for comp time requests.

Section 3.

A seniority list shall be maintained by the Employer and furnished to the Union and shall be used to fill overtime. In the event of a vacancy due to resignation, retirement, or termination, prior to replacing that position, current employees will have the right to bid for that position, with preference given to seniority.

The County agrees to post any new job offerings concerning bargaining unit employees and shall furnish the union with those positions forty-eight (48) hours prior to the posting.

ARTICLE 6

LAYOFFS

The County desires to maintain employment as near to a constant level as possible, and in that regard, it shall use its best efforts not to lay off any employees covered hereunder during the term of this Agreement. Both parties recognize, however, that the needs of the County and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force.

The parties agree that all hiring, layoff, separation, promotion, demotion, and disciplinary action shall be in accordance with all Civil Service Rules for the State of New Jersey, as applicable to the County Manager form of government.

The Parties agree that the County has the right to assign individuals to fill positions not in their payroll classification for emergency periods. The County will attempt to eliminate emergency situations promptly. In no event shall a payroll classification be filled during an emergency in excess of thirty (30) days. The County Manager agrees to comply with all Civil Service Commission Rules if the emergency conditions extend beyond thirty (30) days subject to the availability of funds. If the emergency condition is to extend beyond thirty (30) days, the County Manager agrees that the individuals who were assigned to a higher classification who continue to perform work in that classification will be compensated within the salary scale of the higher classification subject to the availability of fund, or returned to the performance duties appropriately assigned to the lesser classification, all of the above shall be in conformance with Civil Service Commission Rules.

ARTICLE 7

DISCIPLINE

All Discipline shall be for "Just Cause." Effective upon execution of this Agreement, records of minor discipline will remain on file but will not be used for the purpose of further discipline after three (3) years of a clean record on the same or similar issues. Major discipline is a suspension or fine of more than five (5) days consistent with Civil Service rules and regulations.

ARTICLE 8

STRIKES AND LOCKOUTS

Section 1.

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

Section 2.

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

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work, discipline, or other conditions of employment.

Section 2.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances, and to that end the procedures to be used shall be as follows:

Step 1: An employee with a grievance shall first discuss it with the Chief Public Safety Telecommunicator either directly or through the Union's designated representative who shall be an employee of the County for the purpose of resolving the matter informally within five (5) business days of the occurrence of the conditions giving rise to the grievance.

Step 2: If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered after the Step 1 discussion, the aggrieved party may file a grievance in writing or via email pdf, through their representative to the Public Safety Director within five (5) business days of the Step 1 discussion.

Step 3: If the aggrieved party is not satisfied with the disposition of the grievance in Step 2, or if no decision has been rendered within five (5) business days after the presentation of the grievance at Step 2, the aggrieved party may file the grievance with the County Manager in writing or via email pdf. The grievance shall be presented by a designated representative of the Union and or legal representatives of the Union.

Step 4: In the event the grievance is not resolved to the satisfaction of the Union at Step 3 and/or within fifteen (15) business days from the date of the submission of the Step 3 grievance, it may request final and binding arbitration of the grievance. The Union shall make the request to the New Jersey Public Employment Relations Commission (PERC). A copy of the notice for arbitration shall also be provided to the County Manager.

The decision of the Arbitrator shall be final and binding upon the parties and shall be in writing setting forth findings of fact, reason(s) and conclusion(s) submitted.

No one arbitrator shall have more than one grievance submitted to them, under consideration by them, at any one time unless the issues are the same or similar. A grievance shall be considered under consideration by the arbitrator until they have rendered their written decision.

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 or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this Agreement; nor may the arbitrator deprive the parties of any right reserved, expressed or implied, by them for their benefit hereunder.

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

ARTICLE 10

VACATIONS

Section 1.

For the purpose of this Article and vacation it is understood and agreed that bargaining unit members covered by this agreement work twelve (12) hour shifts, and that a vacation day is twelve (12) hours.

Section 2.

Employees with one to eight years of service shall be entitled to one hundred eight (108) hours of vacation time each year.

Employees with eight completed years to ten years of service will be entitled one hundred twenty (120) hours of vacation time each year.

Employees with ten completed years to fifteen completed years will be entitled to one hundred forty-four (144) hours of vacation time each year.

Employees with fifteen completed years to twenty years will be entitled to one hundred sixty-eight (168) hours of vacation time each year.

Employees with twenty completed years to twenty-five years will be entitled to one hundred ninety-two (192) hours of vacation time each year.

Employees with twenty-five to thirty years or more will be entitled to the following number of vacation days each year:

twenty-five years	-	two hundred sixteen (216) hours
twenty-six years	-	two hundred twenty-eight (228) hours
twenty-seven years	-	two hundred forty (240) hours
twenty-eight years	-	two hundred fifty-two (252) hours
twenty-nine years	-	two hundred sixty-four (264) hours
thirty years and after	-	two hundred seventy-six (276) hours

Section 3.

Part-time employees shall receive a pro-rated amount of vacation hours.

Section 4.

The County shall have the exclusive right to determine when an employee's vacation shall be scheduled, except as otherwise provided in this Agreement. The County agrees to consider an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be by Departmental seniority insofar as effective staffing requirements permit.

Section 5.

An employee who has resigned or who has 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 6.

Any employee retiring shall be entitled to all vacation for the calendar year in which they retire.

Section 7.

When an employee dies having to his credit any vacation days they shall be paid to their estate, at the rate of pay at time of death.

Section 8.

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

One year's worth of vacation time may be carried over year to year on top of the current year's vacation. If the Employer determines that it cannot be taken because of pressure from work

or staff shortage, in this case, unused vacations may be carried over to the next year. Any unused vacation from the previous year must be used that next year.

Employees are eligible for a vacation bonus and shall be on a calendar year basis.

Employees shall receive one (1) extra vacation day for not calling out sick for each quarter, for a total of four (4) extra vacation days.

Employees shall receive one (1) extra personal day for not calling out sick for the entire year. In order to be eligible for any bonus, an employee may not be absent for any reason during the quarter except for approved vacation or personal time.

ARTICLE 11

SICK LEAVE

Section 1.

Sick leave may be used by employees who are unable to work because of: personal injury or illness; exposure to contagious disease; 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); death in the employee's immediate family. Sick leave may also be used by a disabled employee for absences related to the acquisition of or use of an aid for the employees when the aid is necessary for the employee to perform the functions of the job. In such cases, reasonable proof may be required by the County.

Section 2.

If an employee is absent for reasons that entitle them to sick leave, the employee must notify their supervisor promptly. Failure to notify a supervisor may be cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute resignation.

Section 3.

Employees covered by this agreement shall be credited with one hundred twenty (120) hours of sick time per year.

Part time employees shall receive a pro-rated amount of sick time.

Unused sick leave will accumulate from year to year without limit. Payment for accumulated sick time upon retirement will be in accordance with the County's current Policy.

Section 4.

An employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a doctor's note substantiating the illness. The County may require an employee who has been absent because of personal illness, as a condition of their 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 a calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature, causing recurring absences of one day or less, in which event only one medical certificate shall be required for every six (6) month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

Sick days may be used on an hourly basis with departmental approval. Such approval shall not be unreasonably denied.

ARTICLE 12

PERSONAL LEAVE

Employees will be entitled to twenty-four (24) hours of personal time per year without reference to any schedule.

Notification must be made no less than two (2) hours prior to the start of the shift to utilize personal days.

Personal days shall not accumulate from year to year.

ARTICLE 13

DEATH IN FAMILY

Employees will receive paid leave for his/her entire tour when there is the death and attendance at the funeral of a spouse or child, fiancée, life partner, or domestic partner, and up to twenty-four (24) hours of paid leave when there is the death and funeral attendance of a mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relative residing in the employee's household.

ARTICLE 14

JURY DUTY

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

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

ARTICLE 15

HOLIDAYS

Section 1.

The following days shall be considered holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Section 2.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus additional payment of straight time for all hours worked.

A holiday shall be for twelve (12) hours.

Employees covered by this Agreement who are not scheduled to work on the holiday shall receive payment or compensatory time in lieu thereof, at the employee's discretion. The election of compensatory time shall be made two (2) weeks prior to the date of the holiday.

Employees who are absent without pay on the day before or day after a holiday they are scheduled to work must present proof of illness or other justifiable explanation of the absence to be eligible for holiday pay.

ARTICLE 16

SALARIES

Section 1.

All employees covered by this agreement previously received a two percent (2%) increase effective January 1, 2018.

All employees covered by this agreement previously received a two percent (2%) increase effective January 1, 2019.

All employees covered by this agreement previously received a two percent (2%) increase effective January 1, 2020.

Effective January 1, 2021, all employees covered by this agreement will receive a two percent (2.00 %) increase.

Effective January 1, 2022 all employees covered by this agreement will receive a two percent (2.00 %) increase.

Effective January 1, 2023 all employees covered by this agreement will receive a two percent (2.00 %) increase.

Section 2.

The salary guide attached hereto as Exhibit A reflects the across the board wage increases set forth in Section 1 above.

Effective August 1, 2020, employees shall be required to participate in 16 hours of training annually ("Training Days"). The salary guide attached hereto reflects the inclusion of sixteen (16) hours of training time at each step at the straight time hourly rate of pay as of January 1, 2020.

Effective January 1, 2021, any employee regularly scheduled to work a shift commencing on or after 7 pm shall be entitled to a night differential equal to 4% of the employee's base salary, which shall be added to the employee's base salary.

Effective January 1, 2021, bargaining unit members who have an Active Emergency Medical Technician Certification shall be entitled to a \$500 annual stipend.

Effective January 1, 2021, bargaining unit members that act in the capacity of a Certified Training Officer (CTO) shall receive a \$500 annual stipend for each certification. Any bargaining unit member who is certified as a Priority Dispatch Q Qualified Reviewer shall receive a \$500 annual stipend.

ARTICLE 17

OVERTIME AND COMPENSATORY TIME

Section 1.

The Employer agrees that overtime consisting of time and one-half (1 ½) of straight time pay shall be paid to all employees covered by this agreement for time worked in excess of forty (40) hours per week. The computation of overtime shall include base pay, stipends, shift differential, and longevity 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 the purposes of computing overtime under this Article.

Section 3.

Bargaining unit members may accrue and carry over up to (48) hours of comp time. Comp time shall be replenishable. Bargaining unit members may cash out and request payment of comp time in 40 hour increments up to a total of 80 hours per calendar quarter. Compensatory time will be deducted when used not when requested or scheduled.

Bargaining unit members recalled for a Dispatch Center emergency and or Field Deployment, will receive a minimum of 3 hours of Comp Time or Pay starting from time of call in until complete at one-half (1 ½) of straight pay until released by Chief PST or Command Staff.

ARTICLE 18

RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the County during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable, except as otherwise expressly provided herein.

ARTICLE 19

NON-DISCRIMINATION AND EQUAL EMPLOYMENT

There shall be no discrimination, interference, or sanction by the County or any of its agents against employees represented by the Union because of any membership or activity in the Union.

The Union or any of its agents shall not intimidate or coerce employees into membership.

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

ARTICLE 20

LEAVE OF ABSENCE

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

Employees serving on leave of absence without pay under circumstances that qualify under The Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA) will have such leave taken under and in accordance with the applicable provisions of the FMLA or NJFLA with all current amendments.

ARTICLE 21

WORK RELATED INJURY

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

Section 1.

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

Department Head or Designated Agent. In all cases, efforts will be made to place an employee in a modified or light duty assignment status within an employee's own Department or Division. Preference will be given to assignments within an employee's classification, followed by assignments in other classifications.

If the employee and/or the employee's Supervisor feel that a modified or light duty assignment cannot be performed due to a medical reason related to the workers' compensation illness or injury, a medical reexamination will be scheduled. The examining physician will have the final decision on the employee's medical ability to perform a modified or light duty assignment. If the employee and/or the employee's Supervisor feels that a non-medical circumstance exists which prevents an employee from placement in a modified or light duty assignment, the final decision on the employee's ability to perform the duty will rest with the employee's Department Head and the Risk Management Unit in the Personnel Division.

An employee assigned to a modified or light duty assignment will be considered to be working in a temporary assignment. The workdays and hours will conform to the position assigned in the respective area. Should an employee be assigned to work in another area, it will be the employee's responsibility to provide transportation to that work site. The employee will be compensated at the employee's regular rate while in the modified or light duty assignment and still accrue benefits and seniority accordingly.

Any time off taken while on modified or light duty will be charged accordingly (i.e., vacation, sick, personal business, etc.). If an employee requests a sick day due to the work-related injury while on modified or light duty, he or she must contact his or her Supervisor and the treating care facility immediately. The medical facility will reexamine the employee at that time to determine if there is any additional medical problem.

ARTICLE 22

UNIFORMS

All uniforms, including jackets, required by the County shall be provided by the County and replaced on an as needed basis.

ARTICLE 23

HEALTH BENEFITS

Section 1.

The drug prescription benefits shall include.

	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 prescription network known as "Medco" (CCN II Network) will be maintained.

Drug Plan Utilization Modifications:

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

There shall be no flow through of prescription co-payments to the Major Medical portion of the health insurance coverage.

Effective January 1, 2006:

- (a) Retail pharmacy purchases shall be limited to thirty (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) The County will provide sample forms for mail order prescriptions and will 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 Dollar (\$100.00) per employee per year towards the cost of a Disability Plan that provides a weekly benefit of Eight Hundred Dollar (\$800.00) for twenty-six weeks.

Section 3.

Effective January 1, 2022, 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 \$2,000.00.

Section 4.

The Employer 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 Employer will give reasonable notice to the Association of its intention to change any such carrier before implementation and will meet with representatives of the Association before implementation.

Section 5.

All existing cost containment and co-pay provisions applicable to the hospitalization

insurance program shall be maintained, except as follows:

1. The Horizon PPO and Horizon Traditional Plans will be maintained for employees choosing said plan with their cost being the difference between the PPO or Traditional Plan premium, whichever is applicable, and the Direct Access premium in any given year.

2. Effective June 28, 2011, P.L. 2011, Chapter 78, governs the amount of employee contributions. If any of the applicable premium sharing provisions of Chapter 78, P.L. 2011 are repealed, modified, or overturned by a court of competent jurisdiction or by the legislature, the parties agree to meet to negotiate the impact of any such repeal, modification, or court decision. Effective January 1, 2022, employees' Chapter 78 premium contribution shall be frozen at the 2019 levels. An employee's contribution amount shall not change if the premium increases or if an employee's salary increase moves him/her into a new range. An employee's contribution amount may change if the employee changes health plans or changes categories of coverage, i.e., moves from family to single or single to family, etc.

3. Effective July 1, 2013, out-of-network benefits shall be \$500.00 Single/ \$1,000.00 all others. The out-of-network reimbursement benefit shall be 150% of CMS (Medicare).

4. The emergency room co-pays shall be \$25.00 per visit (to be waived if admitted).

5. The Third Party Administrator (TPA) is eliminated and the County will no longer reimburse employees for any out-of-network charges.

6. Effective July 1, 2018, the County implemented two (2) additional plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Employees hired on or after June 30, 2016, shall be required to choose one of these two plans during the first two (2) years of employment. Following the completion of two (2) years of employment, the employee may select any of the County's other plans. All current employees

may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute \$1,000.00 towards the deductible for single coverage and \$2,000.00 towards the deductible for family coverage for both current and new employees who elect the HAS.

Section 6.

The County shall provide an eye care plan for employees only. The County will pay the full cost of the premium associated with this benefit for employees only subject to Chapter 78 contributions, if any. Employees may opt to include dependents in the plan, at the employee's expense, with a two (2) year enrollment duration.

Section 7.

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 for the County of Union on or after December 19, 2008; 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 age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage from another source, and eligible retiree shall cooperate in good faith with the County to verify that no other source of health insurance is provided for them.

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 for members of the bargaining unit.

C. 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 P/C Retiree 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 Family Spouse Over 65	\$477.85 per month
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.

D. 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.

ARTICLE 24

DURATION

This Agreement shall be in effect from October 19, 2018 through December 31, 2023. If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days before the expiration of this Agreement.

ARTICLE 25

LABOR MANAGEMENT

The County and Union agree to form a Labor Management Committee for the purpose of discussing mutual concerns. The Committee shall meet four (4) times per year upon mutual agreement. The Union president and one other member or two (2) members designated by the Union president shall meet with the County and submit agenda items to each other one (1) week prior. It is recognized that this Committee shall not have any authority to modify or amend the terms and conditions of this Agreement and shall act solely as an advisory body.

Seniority lists shall be made available to the Union on request.

The County agrees to provide the Union with all documents and memos affecting the terms and conditions of employment at least twenty-four (24) hours prior to implementation.

ARTICLE 26

MISCELLANEOUS

Section 1.

Any full time employee of Union County Regional Dispatch that applies for and is assigned to a position of Supervisor Public Safety Telecommunicator (SPST) and or Senior Public Safety Telecommunicator as recognized by the State Civil Service and Union County during this contract period will be given membership into the International Association of EMTS and Paramedics Local R2-119 and receive the benefits of this current agreement once a member.

ARTICLE 27

SAVINGS CLAUSE

If any federal or state legislation, government 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 28

FULLY BARGAINED AGREEMENT

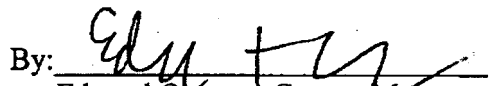
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, 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, unless both parties mutually agree in writing.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ day of _____, 2022

COUNTY OF UNION



Laura Scutari, Director of Admin Services


By: 

Edward Oatman, County Manager

Date:

Date:

APPROVED AS TO FORM:



Kathryn V. Hatfield, Esq.
Labor Counsel

IAEP Local R2-119

By: DAVID F. NYE

