

AGREEMENT BETWEEN THE

THE COUNTY OF UNION

UNION COUNTY PROSECUTOR'S OFFICE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1158

EFFECTIVE: JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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AGREEMENT

This Agreement is made this 17th day of 2017, between the Union County Prosecutor's Office, hereinafter referred to as the "Prosecutor" or "Employer" and the International Brotherhood of Electrical Workers, Local 1158 hereinafter referred to as the "Union".

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, benefits 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 1

RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative for the purposes of collective negotiations with respect to wages, hours and all conditions of employment for all employees as set forth in the Public Employment Relations Commission's Certification dated October 13, 2010, pursuant to Consent Recognition Agreement dated October 13, 2010, as those units were defined and set forth in the Certification issued by PERC on October 13, 2010 under Docket No. RO-2010-083.

Includes all regularly employed Unit Managers, Social Case Workers, Prosecutors Agents, Office Supervisor, Senior Forensic Chemists, Forensic Chemists, Forensic Scientists, Counselors Victim Witness Program, Advocates Victim Witness Program, Coordinator Victim Witness Program, Assistant Chemists, Legal Analysts, GIS Specialist 3; Coordinator of Nurse Examiners; Supervisor Data Machine Operators/Unit Manager, Secretary Assistant-Stenographer/Unit Manager, Supervisor of Accounts/Unit Manager, Administrative Clerk/Unit

Manager, Legal Secretary, Principal Operator Auto Typewriter/Unit Manager, Principal Docket Clerk/Unit Manager, Clerk/Unit Manager, Principal Clerk-Word Processing Operator/Unit Manager and Assistant Public Information Officer, employed by the Union County Prosecutor's Office.

Excludes Managerial Executives, Confidential Employees and Supervisors within the meaning of the Act; Craft employees, Police employees, Casual employees, Prosecutors, Assistant Prosecutors, Detectives, Investigators, Clerical employees, (including Clerk Typists, Property Clerk/Word Processing, and Data Processing Programmers), and all other employees employed by the Union County Prosecutor's Office.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

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

Section 2.

Whenever the term "Prosecutor", "Department Head" or "Supervisor" shall be used throughout this Agreement, it shall mean and include the Prosecutor and/or the Prosecutor's designee.

Section 3.

Except as modified, altered or amended by the within Agreement, the Prosecutor or other designee shall not be limited in the exercise of their statutory management functions. The

Prosecutor or other designees hereby retain and reserve unto themselves, without limitation, all powers, rights, 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 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 Union County Prosecutor's Office, 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, determining 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 make reasonable rules of procedure and conduct, to use improved methods and equipment, to determine schedules at work, as well as duties, responsibilities and assignments of all employees, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

Section 4.

Notwithstanding any provisions in this agreement which may be interpreted to the contrary, the Prosecutor reserves the right to terminate any Prosecutor's Agents, with or without cause and with or without notice. There is no right of appeal of this decision. This paragraph supersedes any county policy or regulation or other paragraph(s) in this agreement and shall not be modified or altered in substances, scope or application except in writing signed by the Prosecutor.

Section 5.

Nothing contained herein shall be considered to deny or restrict the Prosecutor, or other designee, of their rights, responsibilities and authority under Title 40 and 40A, or any other state laws or regulations as they pertain to the Prosecutor's Office.

ARTICLE 3

PAYROLL DEDUCTIONS OR ASSOCIATION DUES

Section 1.

The County agrees to deduct dues for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deductions there is in the possession of the County a current written assignment, individually and voluntarily executed by the employee. The union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the County.

Section 2.

The County will deduct the current uniform dues from the pay of the employee(s) on a bi-weekly basis provided that if an employee has no pay coming for such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The County will deduct from the pay of the employee(s) in any one month only dues incurred while an individual has been in the employ of the County and only such amounts becoming due and payable in such month.

Section 3.

In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 4.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County notice of the change at least thirty (30) days prior to the effective date of such change.

Section 5.

The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for purpose of complying with the provision of this Article.

Section 6.

The County will implement a fair share representation fee, equal to eighty-five percent (85%) dues, which shall be withheld in accordance with applicable law.

The Union shall indemnify the County from all liability resulting from and/or caused by dues deduction or fair share representation fee, and the Union agrees that it is in full compliance with N.J.S.A. 34:13A-5.6.

ARTICLE 4

UNION BUSINESS

Section 1. UNION BUSINESS

- A. No Union steward, member or officer shall conduct any Union business on County time or County premises unless provided for in this Agreement.
- B. The Union will provide the County with a list of Stewards no later than fifteen (15) days after the signing of this Agreement. The Union will notify the County within twenty-four (24) hours of any changes in Stewards.

- C.
 - 1. A reasonable amount of County time may be used by Stewards to investigate grievances.
 - 2. Four (4) Negotiating Committee Members shall be permitted to attend negotiating sessions with pay during regularly scheduled working hours. Other Union members, the number of which shall be mutually agreed upon by the County and the Union shall be permitted to attend negotiating sessions provided they use accrued benefit time for the period they are absent from their regularly scheduled working hours. In the case where the employee has no accrued benefit time, the time shall be deducted from their regular pay. Negotiation sessions, as used above, do not include a Union caucus before or after the working negotiation session.
- D. The Business Manager or his Representative shall be admitted to County premises on Union business. Requests for such visits shall be directed with reasonable advance notice to the Department Director or his designee and shall include the purpose of the visit, proposed time and date, and specific work areas involved. Permission for such visits shall not be unreasonably withheld.

Section 2. LEAVE FOR UNION BUSINESS

- A. The County agrees to grant upon request of employees covered by this Agreement time off without pay for the purpose of attending Union conventions and conferences, provided that:
 - 1. The total time off does not exceed the aggregate ten (10) days in the first year of the contract and twenty (20) days commencing in the second year of the contract.

2. Written notice specifying the amount of time off is received by the Department Director at least fifteen (15) working days in advance of the granting of each period of time off.
- B. Authorized leaves granted to an individual shall not exceed a maximum of five (5) days of paid leave for any single activity for any individual employee
 - C. No leave shall become effective without prior approval by the appropriate County Division.
 - D. The Union has designated the Business Manager as the person from whom the request for Union leave will originate.
 - E. The Union will provide the County with a list of names and titles of those Union officers, Executive Board members and Stewards entitled to a leave for Union business.
 - F. The County agrees to grant two (2) hours off without pay every other month for recognized stewards to attend stewards' meetings. The Union agrees to notify the appropriate Department Director in writing at least five (5) days in advance of such time so that the appropriate Supervisor can be advised.

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 to the Union seven (7) calendar days' notice where practicable and further provide that permanent changes in work schedules shall comply with existing Department of Personnel Rules.

Otherwise all agreed to practices concerning daily and weekly work schedules, hours, breaks and lunches shall remain in effect for the life of this Agreement.

Section 2.

Unless previously established prior to the terms of this Agreement, the normal work week shall consist of not less than thirty-five (35) hours of work per week. The Employer shall have the right to schedule the hours of work on a departmental basis as it deems appropriate to insure maximum efficiency and productivity of its operations, 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.

Section 3.

Individual departments may continue those policies or practices which have been established and made applicable to the manner in which shift and post assignments have been made. In the absence of a policy or procedures concerning shift and post assignments or if a department seeks to change the manner in which it makes shift and post assignments, such shift and post assignments shall be made in accordance with departmental seniority principles where all other qualifications are equal.

Departments with Union members engaging in shift bidding or overtime bidding should post seniority lists for these purposes.

Section 4.

Where individual departments have already established a policy or practice, prior to January 1, 2005, related to a payroll grace period for employees who report to work late, such policies shall remain in effect. In the absence of a departmental policy, employees who report late for work shall be granted a seven minute grace period for payroll purposes only, not discipline. If an employee reports to work during this grace period, the employee shall not be docked pay.

ARTICLE 6

JOB POSTINGS AND BULLETIN BOARDS

Section 1. JOB POSTINGS

The County agrees to post any new job offerings concerning unit employees at least (5) days in advance of appointment. Such posting will not apply to extraordinary or emergency circumstances.

Section 2. BULLETIN BOARDS

The County shall provide space on existing Bulletin Boards for use by the Union to enable employees of the bargaining unit to see posted notices. All notices shall be posted by the Business Manager of the Union or his designee and shall relate to the matters listed below:

1. Union recreational and/or Social affairs;
2. Union appointments;
3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Reports of Union committee
7. Any other material authorized by the Department Head and the Business Manager of the Union or his designee.

No political campaign literature or defamatory material shall be posted. This article does not prohibit the Department Head from assigning space for bulletin boards to other organizations in which employees hold membership.

ARTICLE 7

LAYOFFS AND DEMOTIONS

Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

The appointing authority may lay off an employee in the classified service for purposes of efficiency or economy or other valid reason requiring a reduction of the number of employees in a given class according to County policies and procedures and Civil Service Statute and Rules and Regulations promulgated thereunder.

No permanent employee shall be laid off until all emergency, temporary, and provisional employees and all probationers, who are serving their working test period holding positions in the same class in the organization unit are separated. The employer shall provide forty-five (45) days' notice to any permanent employee.

The order of layoff shall be prescribed by Civil Service Statute and Rule and Regulations promulgated thereunder.

The County will discuss with the Union the impact of any reduction in staff. The parties agree that all hiring's, layoffs, separations, promotions, demotions and disciplinary actions shall be in accordance with the Department of Personnel Rules for the State of New Jersey, as applicable to the County Manager form of government.

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 situation in excess of thirty (30) days. The County Manager agrees to comply with Department of Personnel Rules if the emergency condition is to 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 are 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 funds, or returned to the performance of duties appropriately assigned to the lesser classification. All of the above shall be in conformance with Department of Personnel Rules.

ARTICLE 8

DISCIPLINE

All discipline shall be for "just cause". Effective upon execution of this Agreement, records of minor and major discipline will remain on file but will not be used for purposes of further discipline after three (3) years of a clean record on the same or similar issues.

ARTICLE 9

NO STRIKE OR LOCKOUTS

Section 1.

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

Section 2.

The Union will not schedule any membership meetings or demonstration which may have the same effect as a strike or work stoppage. In the event that the Union's members participate in such activities, in violation of this provision, the Union shall notify those members so engaged

to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment. Major disciplinary actions are expressly excluded from the grievance procedure. Minor disciplinary actions can be grieved.

Section 2.

Any employee covered by the terms of this Agreement may file a grievance using the following procedure:

Step 1:

An employee with a grievance must first discuss it with their **immediate supervisor** either directly or through the Union's designated representative for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure within five (5) working days of the occurrence or the condition giving rise to the grievance.

Step 2:

If the agreed party is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered with five (5) working days after presentation of the grievance at Step One, the employee may file the grievance in writing with the First Assistant Prosecutor or in his absence, a representative designated by the Prosecutor. The First Assistant Prosecutor shall meet with the aggrieved party and the Union's

representative within ten (10) working days after the presentation of the grievance at Step 2. The First Assistant Prosecutor shall render a decision in writing on the grievance with ten (10) working days of the meeting.

Step 3:

If the aggrieved party is not satisfied with the disposition of the grievance at Step 2 or if no decision has been rendered within twenty (20) days of the presentation of the grievance at Step 2, the aggrieved party or the Union may present the grievance to the Prosecutor of Union County or his designated representative. The grievance must be presented to the Prosecutor within five (5) working days of the date of the Step 2 answer or within five (5) working days from when the Step 2 answer should have been received. The Prosecutor shall render a written decision on the grievance within ten (10) working days of being presented with the grievance. The Prosecutor shall have the discretion as to whether to hold a meeting with the aggrieved party and the Union representative. The Prosecutor shall render a decision in writing on the grievance within ten (10) working days of the meeting.

Step 4:

If a satisfactory settlement to the grievance is not reached at Step 3 or if no decision has been rendered within twenty (20) days of the presentation of the grievance at Step 3, the Union may request arbitration in writing within ten (10) working days after the answer is given by the Prosecutor or the grievance shall be deemed waived. A request for arbitration must be submitted in writing to the Public Employment Relations Commission with a copy to be sent to the Prosecutor. The written notice to the NJ PERC should request that PERC submit panels of Arbitrators to each of the respective parties to this Agreement so that the parties may exercise their right of selection of an Arbitrator pursuant to the rules of the State Board of Mediation.

Section 3.

The filing fees for the arbitration shall be borne by the party requesting arbitration.

Section 4.

The fees and expenses of the Arbitrator shall be borne equally by the Union and the Prosecutor, as they case may be.

Section 5.

It is understood and agreed that if either party uses the services of an attorney the expenses incurred will be borne by the party requesting such services.

Section 6.

Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

Section 7.

The total cost of stenographer's records which may be made and transcripts thereof shall be paid by the parties ordering the same.

Section 8.

In the event of arbitration, the Arbitrator shall have no power or authority to add to or subtract from or modify, in any way, the terms of this Agreement.

Section 9.

The Arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and shall be binding upon the parties. Only the Prosecutor and the Union shall be provided with copies of the Arbitrator's decision.

Section 10.

The time limits specified in the Grievance Procedure shall be construed as maximum. These time periods may be extended only by mutual written agreement.

Section 11.

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

Section 12.

The Prosecutor's Agents may grieve alleged contract violations, but not discipline.

ARTICLE 11

VACATIONS

Section 1.

A. Vacation Eligibility:

1. 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.
2. Employees with one to eight years of service shall be entitled to thirteen (13) working days vacation each year.
3. Employees with eight completed years to ten years of service will be entitled to fourteen (14) working days vacation each year.
4. Employees with ten completed years to fifteen years of service will be entitled to seventeen (17) working days vacation each year.
5. Employees with fifteen completed years to twenty years of service will be entitled to nineteen (19) working days vacation each year.
6. Employees with twenty completed to twenty-five years of service will be entitled to twenty-two (22) working days vacation each year.

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

- B. Part-time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 above.
- C. The County shall have the exclusive rights to determine when an employer's vacation shall be scheduled, except as otherwise provided in this Agreement. The County agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by Departmental seniority insofar as effective staffing requirements permit.
- D. 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 month worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.
- E. 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.
- F. 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.

- G. If a paid holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.
- H. Employees serving on a leave of absence without pay do not accrue vacation benefits.
- I. If an employee leaves the County's employ for any reason, except as set for in Section 1, e, 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.
- J. 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 vacation may be carried into the next succeeding year only.
- K. Employees working in departments which operate multiple shifts per day on a seven (7) day per week basis shall be eligible for a vacation bonus for perfect attendance (no absenteeism or lateness) in the amount of one (1) day per quarter for a total of four (4) days per calendar year with one (1) additional day added for perfect attendance for the entire year. This program shall be on a calendar year basis.
- L. Individual departments may continue any policies or practices, established prior to January 1, 2005, which have been adopted concerning the manner of distributing vacations to employees. In the absence of a departmental vacation policy, or in such case where a department seeks to change the manner in which employees select vacations, such vacations shall be granted on a departmental

seniority basis. If a seniority basis is utilized, a procedure for picking or bidding for vacation shall be established.

- M. Employees may purchase additional vacation time according to the following schedule:

The value of:

Three (3) days' pay for five (5) days vacation

Six (6) days pay for ten (10) days vacation

Nine (9) days pay for fifteen (15) days vacation

To be eligible, employees must have at least one full year in a permanent status. All of the prior years and current years regular vacation time must be utilized prior to the use of purchase vacation time.

Additional vacation purchase and scheduling is subject to the approval of the Department/Division Head based on a unit's staffing needs.

In order to purchase days, employees must indicate the number of days they wish to purchase for the upcoming year by December 31 of the preceding year. Purchased time must be used by December 31 of the calendar year for which it was purchased.

- N. Vacation time may be used in hourly increments consistent with the existing approval process.

ARTICLE 12

SENIORITY

Seniority is defined as an employee's continuous length of service with the County beginning with his/her date of hire.

Seniority for classified employees shall commence on the date of obtaining permanent

status.

Continuous service for seniority purposes shall be broken for any of the following reasons:

- A. Discharge for just cause;
- B. Voluntary resignation;
- C. Failure to report as required following the expiration of an approved leave of absence, unless the employee presents justifiable reason(s) for his/her inability to report
- D. Unauthorized absence from work for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the County is presented and accepted.

ARTICLE 13

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. Up to five (5) days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or a child and up to three (3) days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the

employee's immediate family as defined herein. 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.

- A. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisory may be cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.
- B. Sick leave is earned in the following manner:
 - 1. 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.
 - 2. 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 (15) working days.
 - 3. Part-time employees shall be entitled to a proportionate amount of paid sick leave.
 - 4. Paid sick days shall not accrue during a leave of absence without pay or during a suspension.

5. 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.
 6. Unused sick leave shall accumulate from year to year without limit.
- C. 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.
- D. An employee who has been absent on sick leave for a period totaling fifteen (15) days in one calendar year consisting of period 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.
- E. Effective June 1, 2001, the County agrees to introduce a modified program of payment for unused sick leave upon retirement in accordance with the following requirements:

1. Eligibility for payment under the program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union, and must be at least age fifty-five (55), and must have at least one hundred (100) accumulated sick days to his or her credit upon effect date of retirement.
2. Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Exhibit A and made a part hereof.
3. Employees who are eligible for this benefit shall be compensated at one (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to maximum set forth in Exhibit A.

F. Sick days may be used on an hourly basis with Department approval. Such approval shall not be unreasonable denied.

Section 2.

Sick leave may be used in hourly increments consistent with the existing approval process.

ARTICLE 14

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.
- D. 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.
- E. Leave days, as provided herein, must be used in a one (1) year period and shall not be accumulated from year to year.
- F. Employees who are entitled to a personal day benefit shall be entitled to one “peremptory” use of any given personal day per year. This single peremptory personal day shall not be denied or subjected to restrictions within this Article 14, except where granting the personal day would result in a significant impact to an operation justification indicated by the County.

Section 2.

Personal time may be used in hourly increments consistent with the existing approval process.

ARTICLE 15

DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at a 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 a funeral of mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE 16

JURY DUTY

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.

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

ARTICLE 17

HOLIDAYS

Section 1.

2016 Holidays

New Year's Day	Friday, January 1, 2016
Martin Luther King's Birthday	Monday, January 18, 2016
Lincoln's Birthday	Friday, February 12, 2016
Washington's Birthday	Monday, February 15, 2016
Good Friday	Friday, March 25, 2016
Memorial Day	Monday, May 30, 2016
Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Columbus Day	Monday, October 10, 2016
Election Day	Tuesday, November 8, 2016

Veteran's Day	Friday, November 11, 2016
Thanksgiving Day	Thursday, November 24, 2016
Day After Thanksgiving Day	Friday, November 25, 2016
Christmas Day	Sunday, December 25, 2016
	(Celebrated Monday, December 26, 2016)

2017 Holidays

New Year's Day	Sunday, January 1, 2017
	(Celebrated Monday, January 2, 2017)
Martin Luther King's Birthday	Monday, January 16, 2017
Lincoln's Birthday	Sunday, February 12, 2017
	(Celebrated Monday, February 13, 2017)
Washington's Birthday	Monday, February 20, 2017
Good Friday	Friday, April 14, 2017
Memorial Day	Monday, May 29, 2017
Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Columbus Day	Monday, October 9, 2017
Election Day	Tuesday, November 7, 2017
Veteran's Day	Saturday, November 11, 2017
	(Celebrated Friday, November 10, 2017)
Thanksgiving Day	Thursday, November 23, 2017
Day After Thanksgiving Day	Friday, November 24, 2017
Christmas Day	Monday, December 25, 2017

2018 Holidays

New Year's Day	Monday, January 1, 2018
Martin Luther King's Birthday	Monday, January 15, 2018
Lincoln's Birthday	Monday, February 12, 2018
Washington's Birthday	Monday, February 19, 2018
Good Friday	Friday, March 30, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Columbus Day	Monday, October 8, 2018
Election Day	Tuesday, November 6, 2018
Veteran's Day	Sunday, November 11, 2018
	(Celebrated Monday, November 12, 2018)
Thanksgiving Day	Thursday, November 22, 2018
Day After Thanksgiving Day	Friday, November 23, 2018
Christmas Day	Tuesday, December 25, 2018

Section 2.

- A. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; Holidays which fall on a Sunday shall be celebrated on the succeeding Monday.
- B. 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.
- C. Employees assigned to department 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 not 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.
- D. 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 Employer to be eligible for Holiday pay.
- E. Lincoln's Birthday: In the event an employee is called in to work on Lincoln's Birthday, he or she will not only receive the holiday pay he or she would be entitled to but also will receive compensatory time at time and one half for all hours worked.

ARTICLE 18

SALARIES

Section 1.

Bargaining unit members shall receive the following wage increases retroactive to January 1st of the year indicated unless otherwise stated:

2016: 2.0% across the board

7/12017: The attached ranges set forth in Exhibit D shall be implemented.

Employees will be placed in their range at their then current salary and given one increment. The Prosecutor reserves the right to place a new employee anywhere within that title's range.

2018: 2% across the board

Section 2.

- A. Employees who have more than one (1) year of service in their classification, who possess an anniversary date of employment or promotion between January 1st and June 30th, shall receive their salary increments as of January 1st.
- B. Employees who have more than one (1) year of service in their classification, who possess an anniversary date of employment or promotion between July 1st and December 31st, shall receive their salary increments as of July 1st.
- C. Employees who are promoted will slot into the nearest step in the range and then receive one additional step.

Section 3.

Effective January 1, 2016, employees will be paid on a bi-monthly basis on the 15th and 30th of each month. Effective January 1, 2014, all pays will be direct deposit. When the pay day occurs on a holiday pay checks or direct deposits will be issued on the day prior to the holiday.

Section 4.

Bargaining unit employees who are on leaves of absence without pay shall receive pro rata retroactivity upon return to active service.

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 the contract is settled;
- Employees who are on leaves of absence without pay who subsequently returns 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 the date this Agreement is ratified and approved by the Board of Chosen Freeholders shall not be entitled to retroactive negotiated pay increases.

ARTICLE 19

OVERTIME

Section 1

The employer agrees that overtime consisting of time and one-half (1½) of straight time pay shall be paid to all employees covered by this Agreement for time worked and/or paid for 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

The employer further agrees that overtime consisting of straight time shall be paid to all employees covered by this agreement whose basic work week is less than forty (40) hours of work per week for time actually worked in excess of their basic work week to forty (40) hours of work per week.

Section 3

Part time off for vacation, holiday, 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 4

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

Section 5

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

Section 6

There shall be no pyramiding of premium time.

Section 7

Bargaining unit employees may choose compensatory time in lieu of overtime providing the accumulated compensatory time does not exceed forty (40) hours per year and is approved by the employee's supervisor. Compensatory time must be utilized within the calendar year in

which it is earned, except for compensatory time earned in the last quarter of the calendar year which may be utilized within the first quarter of the next calendar year. In the event that compensatory time off cannot be scheduled, overtime will be paid. Once a compensatory time benefit is extended to employees, it shall not be discontinued unless negotiated by the parties.

ARTICLE 20

CALL IN PAY

An employee who is called in to do work in emergencies outside of his or her regular hours shall be guaranteed a minimum of four (4) hours' pay at said employee's prevailing rate of pay under the terms of this Agreement. The prevailing rate of pay shall be in accordance with the terms set forth in the Overtime Article of this Agreement. It is understood and agreed, however, that only time actually worked will be counted as hours worked per week for purposes of computing overtime.

ARTICLE 21

RETENTION OF EXISTING BENEFITS

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

ARTICLE 22

NON DISCRIMINATION AND EQUAL EMPLOYEMENT

Section 1

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

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

Section 2

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

ARTICLE 23

LEAVE OF ABSENCE

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

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

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

ARTICLE 24

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 herein above 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 of the employee shall have the option to retain all such Workers' Compensation checks and not receive

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, while such doctor or hospital visit is necessary and no other means of transportation is available.

Section 2

A. Modified or Light Duty

The County of Union has established a Modified and Light Duty Program in all departments for an employee who receives on the job injuries and who, after a medical examination, is determined to be able to perform these specific types of duties as temporary assignments. In certain instances, these assignments could involve "out of title" work for a temporary period not to exceed 260 working days or the equivalent of one year.

Modified or light duty assignments are made at the discretion of the employee's

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.

Should the examining physician determine that the current illness is work related, time off will be charged to workers' compensation. If the illness is not work related, the employee will be accordingly.

If an employee does not visit the care facility when required and scheduled, the absence will be charged to the employee's sick time and may be the subject of disciplinary action. Follow-up visits and/or treatment, relative to the work related injury will be schedule early morning or late afternoon in order not to interfere with any employee's work schedule. Any time lost due to these appointments will not be charged against an employee's time.

ARTICLE 25

MEAL PAY

Employees who heretofore received meal money will continue to receive a meal allowance.

Effective upon the execution of this Agreement, bargaining unit employees shall be entitled to receive a meal allowance of \$9.50 per meal when employees are held beyond their regular shift for three (3) or more hours, when they are called in on the same day for overtime and work five (5) or more hours, and when they are asked to work overtime on a Saturday or Sunday without advance notice, or on a "non-scheduled basis". Employees will be paid meal money for every five (5) consecutive hours of work.

Meal time for "scheduled" overtime shall also be provided. Scheduled overtime shall mean overtime for which an employee receives at least seven (7) days notice.

ARTICLE 26

CLOTHING

Section 1.

The County shall reimburse any employee up to the replacement cost of clothing damaged as a direct result of their job performance. The employee must submit all documentation to the County on an approved form in order to receive such reimbursement.

Section 2.

The County shall reimburse any employee who is required to purchase emergency items needed in the performance of their job duties. The employee must submit all documentation to the County on an approved form in order to receive such reimbursement.

ARTICLE 27

HEALTH BENEFITS

Section 1.

The drug prescription plan shall be as follows:

	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

Employees who receive fully paid retirement benefits shall be provided with the Medco Rx or an equivalent plan. The plan shall provide for free mail order prescriptions and 30% co-pay for retail. It is understood that in order to provide the Medco Rx plan, the base Health Plan will be converted from CIGNA ROAP3 to Horizon Blue Cross/Blue Shield Direct Access.

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 Dollars (\$100.00) per employee per year towards the cost of a Disability Plan that provides a weekly benefit of Three Hundred Dollars (\$300.00) for twenty-six weeks. The County shall pay the difference in cost associated with increasing the weekly disability benefit from Two Hundred Seventy Five Dollars (\$275.00) to Three Hundred Dollars (\$300.00).

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, 2006, the annual cap on the employee only basic dental plan shall be increased to \$2,000.00.

Effective January 1, 2006, 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. 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 Employer's cost of the base plan.

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.

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

- A. For the term of this Agreement, the deductible for any single benefit period shall be reduced to One Hundred Dollars (\$100.00) for each employee and an additional amount of Two Hundred Dollars (\$200.00) for eligible dependents.
- B. Co-payment by Employees for Major Medical coverage shall be thirty percent (30%) of the first Five Thousand Dollars (\$5000.00) of eligible expenses.
- C. Preadmission review (PAR) with fifty (50%) percent cutback and mandatory second surgical opinion (MSSOP) with fifty (50%) percent cutback.

Effective January 1, 2006, Horizon HMO and POS plans shall be eliminated. HealthNet POS shall be maintained for new employees or any employee wishing to participate. Employees hired after January 1, 2006, may participate in Horizon PPO with their cost being the difference between the PPO premium and the Direct Access premium in any given year. Employees hired after January 1, 2006, may participate in Direct Access with their cost being the difference between the HealthNet POS and the Direct Access premium in any given year.

Effective January 1, 2006, Direct Access shall replace Horizon PPO, with the following co-pays:

- A. \$10.00 co-pay for in network services – doctor’s office visits only.
- B. \$10.00 co-pay for all out of network services.

Effective January 1, 2009, Emergency Room co-pay shall be \$25.00 per visit for both Direct Access and PPO.

Effective January 1, 2006, Horizon PPO shall be maintained for employees choosing the plan with their cost being the difference between the PPO premium and the Direct Access premium in any given year.

Employees hired before June 1, 2001, shall contribute towards the cost of health insurance as follows:

- A. Salary under \$55,000.00:
 - Single Coverage \$15.00 per month
 - Family, PC or HW Coverage \$20.00 per month
- B. Salary over \$55,000.00:
 - Single Coverage \$30.00 per month
 - Family, PC or HW Coverage \$35.00 per month

Employees hired between June 1, 2001, and December 31, 2008, shall maintain their current contribution rate inclusive of the increase specified in the Collective Bargaining Agreement not to exceed:

- 2.5% Family
- 2% H/W & P/C
- 1.5% Single

Employees hired after July 1, 2001, shall maintain the existing contribution schedule; however, those employees earning over \$55,000.00 shall contribute as outlined above with those

contributions being increased on an annual basis by the proportionate annual percentage increase in the plan cost.

Effective January 1, 2009, new employees shall contribute the following percentages of salary:

- 3% Family
- 2.5% H/W & P/C
- 2% Single

Effective September 1, 2014, the County shall modify all health plans as follows.

	Out of Network Benefit
Previous	\$250 Single/\$500 All Others
New	\$500 Single/\$1,000 All Others

	Out of Network Reimbursement Benefit*
Previous	80th Percentile of HIAA
New	150% of CMS (Medicare)

In the event the County negotiates an agreement with any other bargaining unit of County employees, providing any health benefit increase more advantageous to employees, the County agrees to reopen negotiations with IBEW regarding those health insurance benefits which are different from those in this Agreement.

Effective July 1, 2015, 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 the ratification of this MOA, 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 \$1000 towards the deductible for single coverage and \$2000 towards the deductible for family coverage for both current and

new employees who elect the HSA.

In accordance with Resolution No. 2016-930, the Voluntary Health Benefit Buy Out Option has been eliminated as of January 1, 2017.

Section 6.

Effective January 1, 2006, an eye care plan shall be implemented for employees only. The County will pay the full cost of the premium associated with this benefit for employees only. Employees may opt to include dependents in the plan, at the employee's expense, with a two (2) year enrollment duration.

Section 7.

The County agrees to continue a program of subsidization of health insurance costs for retirees who were represented by the Association 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 in Article 27B.

ARTICLE 27A

HEALTH INSURANCE BENEFITS FOR RETIREES

(Employees actively employed on or before March 1, 2011)

Effective March 1, 2011, there shall be a health benefit plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

Section 1.

Eligibility: Employees must have been actively employed with the County of Union on or before March 1, 2011, and must retire on either a disability pension or retire having reached the age of 55 years and having 25 years or more of service with the County, or reach the age of 62 years or older with at least 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 through any other plan regardless of whether that alternate plan requires premium contributions, 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.

This benefit shall be equal to the benefit provided to exclusionary employees pursuant to Ordinance No. 716-11, subject to the following

- A. Retirees will be responsible for Chapter 78 co-pays if so required;
- B. To be eligible for retiree health benefits through the County, employees must not have or be eligible for retiree health benefits through any other plan regardless of whether that alternate plan requires premium contributions; and

- C. The retiree plan will be for full retiree benefits and shall be equal to the current active County employee health plan design and is subject to change from time to time consistent with any change that may be made to the County plan design for its then current employees, including prescription coverage.
- D. In the event of the death of the retiree, the retiree's spouse shall be entitled to continue to receive health benefits in the same manner provided when the retiree was alive assuming the spouse was participating in the plan at the time of the retiree's death.

Section 2.

Description: This benefit shall consist of coverage under the Horizon Direct Access Health Insurance Plan. Subject to the vested material rights of employees covered hereunder, the County reserves the right to change or modify the plan at any time so long as the modified plan provides 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.

Section 3.

Future Employees: Employees hired after March 1, 2011, the date of approval by the Union County Board of Chosen Freeholder, shall only be eligible for the health benefit subsidy as set forth in Article 27B of this Collective Bargaining Agreement.

Section 4.

Cessation of Subsidy: Upon implementation of retiree health benefits provided in Sections 1 and 2 above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Qualifying retirees, however, will be responsible for

any Chapter 78 co-pays if applicable. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement.

Section 5.

Health Benefit Buyout Option: Any retiree eligible to receive benefits or then receiving benefits as described above, with either Family or Husband/Wife coverage in any of the available health 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 eligible retiree the sum of \$5000.00 annually, to be paid in quarterly installments over the next year. The \$5000.00 sum shall be reduced to \$2500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

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

ARTICLE 27B

HEALTH INSURANCE BENEFITS FOR RETIREES

(Employees hired after March 1, 2011)

Effective March 1, 2011, there shall be a health insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

Section 1.

Eligibility: Employees must have been actively employed with the County of Union with a date of hire after March 1, 2011, and must retire on either a disability pension or retire having reached the age of 55 years and having 25 years or more of service with the County, or reach the age of 62 years or older with at least 15 years of service with the County 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 provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

Section 2.

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

Section 3.

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

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

Family Under 65	
H/W Over 65	\$276.77 per month
H/W Retiree Over 65	\$276.77 per month
H/W Spouse Over 65	
Family Over 65	\$442.88 per month
Family Retiree Over 65	\$477.85 per month
Family Spouse Over 65	
P/C Retiree Over 65	\$338.69 per month

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

Section 4.

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

ARTICLE 28

DURATION

The Agreement shall be in effect from January 1, 2016 through December 31, 2018.

If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

ARTICLE 29

EDUCATION

Whenever an employee covered under this Agreement is required by the County to attend a course of instruction or is required to possess a license or certification for utilization of their employment with the County, the County will reimburse such employee for the required tuition with prior approval.

ARTICLE 30

LABOR MANAGEMENT COMMITTEE

Section 1.

The County and the Union agree to form a Labor Management Committee for the purpose of discussing mutual concerns. The Committee shall meet when needed, dates to be mutually agreed upon. The Committee shall consist of six members, three of whom are to be designated by the County Manager and three of whom are to be designated by the Business Manager of the Union. The County and the Union shall each submit an agenda of items to be discussed at any such meeting one week in advance to the Prosecutor or his/her designee and the Business Manager of the Union. It is expressly recognized that this Committee shall not have any authority to modify or amend the terms and conditions of the parties' collective negotiations

agreement and shall act solely as an advisory body.

Section 2.

Seniority lists of employees covered by this Agreement will be made available to the Union upon reasonable request.

The County will make every effort to provide each employee with a balance of compensatory time, sick time, etc., on a quarterly basis.

If possible, the County agrees to provide a printout demonstrating the difference between full members and agency shop fee payers.

The County agrees to provide the Union with any memos or official documents affecting the terms and conditions of employment for Union employees at least seven (7) days before implementation.

Section 4.

The parties agree to form a non-binding committee to review and make recommendations regarding titles and ranges.

ARTICLE 31

MISCELLANEOUS

Section 1.

Upon an employee's completion of fifteen (15) years of service with the County of Union, the Residency requirement shall be waived as to that employee.

Section 2.

The parties agree to adopt and incorporate by reference the current emergency closing policy promulgated by the County.

Section 3. MILEAGE ALLOWANCE

Employees required to use their personal vehicle for or on authorized County business shall be reimbursed at the annual rate established by the Internal Revenue Service for use of personal vehicle for business purposes. Expenses incurred for necessary parking and tolls directly related to the authorized use of the vehicle on County business are allowed and shall be reimbursed with proper documentation submitted to the County.

Section 4. PERSONNEL FILES

- A. All employees shall have responsible access to their own personnel files during working hours and to obtain copies of material in their own files.
- B. Requests to see the personnel file must be made two (2) working days in advance. Under emergency circumstances, the Personnel Director or his designee may waive the advance notice.
- C. Authorized representatives of the Personnel Office shall be present at all times when an employee reviews his/her file.
- D. Employees are not permitted to remove documents or folders from their personnel files.
- E. Employees shall have the right to insert written rebuttals to any material in their Personnel file.

Section 5. CANCER SCREENING

Employees will be granted four (4) hours of paid leave each year for use for cancer screening in accordance with County Policy on Cancer Screening as set forth in Freeholder Resolution No. 1623A-99. See Exhibit C.

Section 6. PRINTING OF AGREEMENT

The County will produce this Agreement in sufficient quantities so that each employee in the bargaining unit may receive a copy, plus additional copies for distribution to employees hired during the term of this Agreement.

ARTICLE 32

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 33

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.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its
respective officers or agents this 1ST day of July, 2019.

FOR THE COUNTY OF UNION:


Laura Scutari
LAURA SCUTARI
DIRECTOR, ADMINISTRATIVE
SERVICES



Edward Oatman
EDWARD OATMAN
COUNTY MANAGER


APPROVED AS TO FORM:


Kathryn V. Hatfield
KATHRYN V. HATFIELD
LABOR COUNSEL


James Fellettiere
JAMES FELLETTIERE
CLERK OF THE BOARD

FOR THE IBEW:


George F. Serio
GEORGE F. SERIO
BUSINESS REPRESENTATIVE
IBEW LOCAL UNION 1158


Joseph P. Calabro
JOSEPH P. CALABRO
BUSINESS MANAGER
IBEW LOCAL UNION 1158


Tracey M. Mannix
IBEW - TRACEY M. MANNIX


IBEW

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/her request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

3. ELIGIBILITY:

An employee must retire with at least twenty-five (25) years of service solely with the Employer, and must 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 the applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently reenter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County Service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

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

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

7. **LEAVE WITHOUT PAY:**

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

8. **COMPUTATION:**

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

- b) Eligible employees shall be compensated in accordance with the following schedule: (Officers who were hired on or after May 22, 2010, shall be capped at \$15,000 for sick leave cash-in.)

- 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

- 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.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE

- a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:
 - i) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first

- calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
- ii) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
 - iii) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
 - iv) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
 - v) All sick leaves were reportable and reported accordingly.
 - vi) The time-keeping procedure required certification of the accuracy of the employees pay time.
 - vii) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
 - viii) All records are available for inspection.
 - ix) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

EXHIBIT B

POLICY GOVERNING FAMILY AND MEDICAL LEAVES

THE COUNTY OF UNION
FAMILY LEAVE AND MEDICAL
LEAVE ACT POLICY

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

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

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

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

¹ Leave taken for the birth, adoption or placement of a child in foster care may only be taken within 12 months of the birth, adoption or placement. Under the FMLA, leave must be completed within the first twelve months, whereas, under the FLA, leave must start within the first twelve months following birth, adoption or foster care placement.

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

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

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

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

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

- **Chronic Conditions Requiring Treatment** - a chronic condition which requires periodic visits for treatment by a health care provider that continues over an extended period and may cause episodic periods of incapacity, such as asthma, diabetes, epilepsy or clinical depression;
- **Permanent Long-Term Condition Requiring Supervision** - a period of incapacity which is permanent or long-term for which treatment may not be effective, such as strokes or terminal cancer; or
- **Multiple Treatments (Non-Chronic Conditions)** - a period of absence to receive multiple treatments from a health care provider for restorative surgery after an accident or injury, such as chemotherapy for cancer or dialysis for kidney disease.

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

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

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

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

VII. HOW LEAVE MAY BE TAKEN: Generally, leave is taken in consecutive days and/or weeks. Under certain circumstances, however, leave may be taken intermittently or on a reduced leave schedule. Intermittent leave is leave taken in separate blocks of time due to a single

qualifying event, such as taking off a ½ day every Thursday to receive chemotherapy treatments. A reduced leave schedule is a leave schedule that reduces your usual number of working hours per workweek or per workday, such as changing from a full time to a part-time schedule to care for a child recovering from surgery.

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

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

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

Once all time off benefits are exhausted, leave will be unpaid. Employees on medical leave for their own serious health condition, however, may be eligible for temporary disability benefits, if covered, or workers' compensation (depending on the cause of the serious health condition). Temporary disability benefits and workers' compensation are not available to employees absent on family leave.

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

days you took before starting your leave.

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

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

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

XI. SPOUSES EMPLOYED BY THE COUNTY: If a husband and wife are both employed by the County in the same department, family leave due to the birth or adoption of a child or to care for a parent with a serious health condition, will be limited to a total of 12 weeks between them. The 12 weeks can be taken entirely by either spouse or split between the two spouses.

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

Absence form to request an extension.

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

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

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

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

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

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

EXHIBIT C

CANCER SCREENING POLICY

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

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

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

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

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

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

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

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

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

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

NO SUFFICIENCY OF FUNDS REQUIRED

11/3/99 12/9/99

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

APPROVED AS TO FORM

C.A.
COUNTY ATTORNEY

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

[Signature]

EXHIBIT D
SALARY GUIDE

Salary Guide Title	Min	Max	Range	Steps	Each Step	% @ 1 yr	% @ 7 yrs	% @ 12 yrs
Office Supervisor	\$ 65,600	\$ 98,400	\$32,800	13	\$ 2,523	3.85%	3.03%	2.63%
Clerical Supervisor	\$ 59,200	\$ 88,800	\$29,600	13	\$ 2,277	3.85%	3.03%	2.63%
Clerical Clerks	\$ 48,000	\$ 82,000	\$34,000	13	\$ 2,615	5.45%	3.94%	3.29%
Clerical GIS	\$ 32,000	\$ 48,000	\$16,000	13	\$ 1,231	3.85%	3.03%	2.63%
Pros Agent >20y	\$ 68,000	\$102,000	\$34,000	13	\$ 2,615	3.85%	3.03%	2.63%
Pros Agent >10y	\$ 50,400	\$ 84,600	\$34,200	13	\$ 2,631	5.22%	3.82%	3.21%
Pros Agent <10y	\$ 40,000	\$ 65,000	\$25,000	13	\$ 1,923	4.81%	3.60%	3.05%
Victim Witness Coordinator	\$ 56,000	\$100,000	\$44,000	13	\$ 3,385	6.04%	4.25%	3.50%
Social Case Worker	\$ 52,000	\$ 78,000	\$26,000	13	\$ 2,000	3.85%	3.03%	2.63%
Advocate, Victim Witness >10y	\$ 50,000	\$ 72,000	\$22,000	13	\$ 1,692	3.38%	2.74%	2.41%
Advocate, Victim Witness <10y	\$ 35,000	\$ 50,000	\$15,000	13	\$ 1,154	3.30%	2.68%	2.36%
Critical Infrastructure Coordinator	\$ 65,000	\$105,000	\$40,000	13	\$ 3,077	4.73%	3.56%	3.02%
Police Academy Director	\$ 80,000	\$120,000	\$40,000	13	\$ 3,077	3.85%	3.03%	2.63%
Coordinator Nurse Examiner	\$ 80,000	\$110,000	\$30,000	13	\$ 2,308	2.88%	2.40%	2.14%
Chief of Staff	\$ 75,000	\$115,000	\$40,000	13	\$ 3,077	4.10%	3.19%	2.75%
Clerk to Constitutional Officer	\$ 65,000	\$ 95,000	\$30,000	13	\$ 2,308	3.55%	2.84%	2.49%
Asst Public Information Officer	\$ 45,000	\$ 86,400	\$41,400	13	\$ 3,185	7.08%	4.73%	3.83%
Legal Analyst (Part Time - 20hrs)	\$ 36,000	\$ 54,000	\$18,000	13	\$ 1,385	3.85%	3.03%	2.63%
Chief Forensic Scientist/Lab Director	\$105,600	\$145,000	\$39,400	13	\$ 3,031	2.87%	2.39%	2.13%
Forensic Scientist 3/Sr Forensic Chemist SPVR/DNA Tech Leader	\$ 87,500	\$135,000	\$47,500	13	\$ 3,654	4.18%	3.23%	2.78%
Forensic Scientist 2/Sr Forensic Chemist	\$ 75,000	\$112,500	\$37,500	13	\$ 2,885	3.85%	3.03%	2.63%
Forensic Scientist 1/Forensic Chemist	\$ 61,000	\$ 91,500	\$30,500	13	\$ 2,346	3.85%	3.03%	2.63%
Lab Asst	\$ 30,000	\$ 54,000	\$24,000	13	\$ 1,846	6.15%	4.30%	3.54%