

**AGREEMENT**

**Between**

**THE COUNTY OF UNION**

**and**

**UNION COUNTY PARK FOREMEN'S ASSOCIATION**

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**EFFECTIVE: JANUARY 1, 2008 through DECEMBER 31, 2011**

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This AGREEMENT made this 4<sup>th</sup> day of September, 2009 by and between THE COUNTY OF UNION, a body politic (sometimes hereinafter referred to as the "County" or "Employer"), and the UNION COUNTY PARK FOREMEN ASSOCIATION (sometimes hereinafter referred to as the "Union" or "Foremen").

### PURPOSE AND INTENT

The County of Union and the Union desire to establish, maintain and regulate all standards of hours of work, rates of pay, and all other terms and conditions of employment under which the employees covered by the terms of this Agreement shall work.

### ARTICLE I

#### RECOGNITION AND RESPONSIBILITY

##### Section 1.

The County of Union hereby recognizes the Union as the exclusive representative for collective negotiations pursuant to a Certificate of Representative of the State of New Jersey, Public Employment Relations commission, dated June 12, 1973 (Docket No. RO-647), and supervisory mechanics pursuant to a March 14, 1995 PERC election, for a bargaining unit of all Union County Park System employees of the level of foreman and supervisory mechanics but excluding all non supervisory employees, clericals, police, managerial executives and all other employees. Unless otherwise noted herein, the term "foreman" shall include the aforementioned supervisory mechanics.

##### Section 2.

Whenever the terms "employee" or "employees" are used hereinafter in this Agreement, such words shall be deemed to apply only to the employees of the County who are included within the bargaining unit above described.

Section 3.

Any employee hired as a foreman shall serve a minimum probationary period of ninety (90) days from the date of such employee's commencement of his employment as a foreman.

**ARTICLE II**

**NO STRIKE - NO LOCKOUT**

Section 1.

The Union agrees that during the life of this Agreement, neither it nor its officers, representatives, committeemen, stewards, nor its members or any of them will call, sanction, encourage or engage in any strike or work stoppage. This provision shall not be construed as a waiver or relinquishment of any and all rights the County of Union would have against the Union or its employees in the event of such activity.

Section 2.

The County Manager, on behalf of the County of Union, agrees that during the life of this Agreement, she or it will not lock out any of the employees covered by the Agreement. This provision shall not be interpreted to prohibit the County of Union from exercising its management right to cause a total or partial cessation of the work due to lack of work other than economic reasons.

**ARTICLE III**

**MANAGEMENT RIGHTS**

Section 1.

Whenever the term "Employer", "Department Head", or "Supervisor" shall be used throughout this Agreement, it shall mean and includes the County Manager and the Department Head to whom employees covered herein report to and/or their designees, except as otherwise designated in this

contract, as specifically may be provided in the New Jersey Statutes in such case made and provided or the Administrative Code of the County of Union.

## Section 2.

Except as lawfully limited by the within Agreement, the County Manager, the Department Head and/or their designees, herein retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution of the United States of America, including but without limitation, the following rights, privileges and functions.

- a. The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment.
- b. The right by the Employer to hire all employees, subject to Department of Personnel rules and regulations, to determine their qualifications and the conditions for their continued employment, dismissal, or demotion, to discipline employees for just cause, and to promote and transfer all such employees, subject to the New Jersey Statutes and the Administrative Code of the County of Union.
- c. The right by the Department Head to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto.

## Section 3.

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

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**Section 1.**

A grievance is hereby jointly defined to be any complaint concerning the interpretation or application of any provision of this Agreement. There shall be a response to all grievances filed by the Park Foremen. Should any such grievance as defined arise between an employee(s) and the Employer, the following procedure shall be followed:

**Step 1.** An employee with a grievance shall first discuss it with his immediate supervisor, either directly or with the designated representative(s) of the Union for the purpose of resolving the matter informally.

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

**Step 2.** If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he or she may file a grievance in writing with the Department Head or his designated representative. A meeting concerning the grievance shall be held between the Department Head or his designated representative(s) and the aggrieved party, and the Union's designated representative, not later than ten (10) working days from the date of the filing of the grievance in writing with the Department Head. The Department Head will render a final decision in writing within five (5) working days after the date of the meeting.

**Step 3.** If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 2, or if no decision has been rendered within five (5) working days after the meeting at Step 2,

the aggrieved party may file a grievance with the County Manager or his or her designee. At the request of the County Manager, a meeting concerning the grievance may be held within ten (10) working days after the grievance has been filed with the County Manager. Any such meeting shall be between the grievant, the Union's designated representative(s) and the County Manager or her designee. The County Manager or her designee will render a written answer to the grievance within ten (10) working days after the aforesaid meeting or within ten (10) working days from the date the grievance was filed with the County Manager if no such meeting is held.

Step 4. If the grievance is not resolved at Step 3, or if no written decision has been rendered within ten (10) working days as provided in Step 3, the Union shall within ten (10) working days make a written demand for arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, with a copy of the demand being delivered to the County Manager and Director of Personnel for the County of Union. The written demand for arbitration shall set forth the specific nature of the dispute and specific provisions of the Agreement claimed to be violated. The selection of an arbitrator as well as the conduct of the arbitration hearing shall be in accordance with the rules and regulations of the New Jersey State Board of Mediation then in effect.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employee(s) and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under the consideration by an arbitrator until he has rendered his written decision which shall be done within thirty (30) days from the close of the hearing.

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

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

### Section 2.

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

### Section 3.

Any employee may be represented in all stages of the grievance procedure by himself or a member of the Union, or at his or her option at Step 4 by an outside representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall be notified and shall have the right to be present and state its views at all stages of the grievance procedure.



## ARTICLE V

### HOLIDAYS

#### Section 1.

The Employer has designated the following days as holidays for the year 2008...:

New Year's Day	Tuesday, January 1, 2008
Martin Luther Kings Birthday	Monday, January 21, 2008
Lincoln's Birthday	Tuesday, February 12, 2008
Washington's Birthday	Monday, February 18, 2008
Good Friday	Friday, March 21, 2008
Memorial Day	Monday, May 26, 2008
Independence Day	Friday, July 4, 2008
Labor Day	Monday, September 1, 2008
Columbus Day	Monday, October 13, 2008
Election Day	Tuesday, November 4, 2008
Veteran's Day	Tuesday, November 11, 2008
Thanksgiving Day	Thursday, November 27, 2008
Day After Thanksgiving Day	Friday, November 28, 2008
Christmas Day	Thursday, December 25, 2005

#### Section 2.

The Employer has designated the following days as holidays for the year 2009:

New Year's Day	Thursday, January 1, 2009
Martin Luther King's Birthday	Monday, January 19, 2009
Lincoln's Birthday	Thursday, February 12, 2009
Washington's Birthday	Monday, February 16, 2009
Good Friday	Friday, April 10, 2009
Memorial Day	Monday, May 25, 2009
Independence Day	Saturday, July 4, 2009 (celebrated Friday, July 3, 2009)
Labor Day	Monday, September 7, 2009
Columbus Day	Monday, October 12, 2009
Election Day	Tuesday, November 3, 2009
Veteran's Day	Wednesday, November 11, 2009
Thanksgiving Day	Thursday, November 26, 2009
Day After Thanksgiving Day	Friday, November 27, 2009
Christmas Day	Friday, December 25, 2009

Section 3.

The Employer has designated the following days as holidays for the year 2010:

New Year's Day	Friday, January 1, 2010
Martin Luther King's Birthday	Monday, January 18, 2010
Lincoln's Birthday	Friday, February 12, 2010
Washington's Birthday	Monday, February 22, 2010
Good Friday	Friday, April 2, 2010
Memorial Day	Sunday, May 30, 2010 (celebrated Mon. May 31, 2010)
Independence Day	Sunday, July 4, 2010 (celebrated Mon July 5, 2010)
Labor Day	Monday, September 6, 2010
Columbus Day	Monday, October 11, 2010
Election Day	Tuesday, November 2, 2010
Veteran's Day	Thursday, November 11, 2010
Thanksgiving Day	Thursday, November 25, 2010
Day After Thanksgiving Day	Friday, November 26, 2010
Christmas Day	Saturday, December 25, 2010 (celebrated Fri. Dec. 24, 2010)

**Section 4.**

The Employer has designated the following days as holidays for the year 2011:

New Year's Day	Saturday, January 1, 2011 (celebrated Friday, December 31, 2011)
Martin Luther King's Birthday	Monday, January 17, 2011
Lincoln's Birthday	Saturday, February 12, 2011 (celebrated Friday, February 11, 2011)
Washington's Birthday	Monday, February 21, 2011
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Columbus Day	Monday, October 10, 2011
Election Day	Tuesday, November 8, 2011
Veteran's Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011
Day After Thanksgiving Day	Friday, November 25, 2011
Christmas Day	Sunday, December 25, 2011 (celebrated Monday, December 26, 2011)

Section 5.

All employees shall receive eight (8) hours of holiday pay at their regular base rate for such holidays even though no work shall be required of them and provided further that:

a. New hires have satisfactorily completed their probationary period preceding the holiday involved; and

b. Such employee works the scheduled work day immediately preceding and the scheduled work day immediately following the holiday involved except if he fails to work the day preceding or following the holiday because of one of the following conditions:

- i. The employee is unable to work due to an illness in which event the Department Head may require proof of illness hereunder in such form as the Department Head may, in his discretion, deem necessary to verify an employee's illness, or
- ii. The employee is on vacation.

Section 6.

Recognizing that the Parks Department works every day of the year and that it is not possible for all employees to be off on the same day, the County Manager, on behalf of the County of Union and/or his/her designee, shall have the right, at his/her sole discretion, to require any employee to work on any of the holidays specified herein. In the event an employee is required to work on any of the aforesaid legal holidays, he may receive an additional day off with holiday pay within thirty (30) days of the holiday or he may receive his holiday pay and the applicable rate of pay for working such holiday. If an employee is required to work on a holiday as provided herein, he shall be entitled to at least three (3) hours' pay at the applicable rate regardless of the number of hours actually worked on such holiday.

Section 7.

A holiday falling during an employee's vacation shall be treated as a holiday and not charged against the employee's vacation time.

**ARTICLE VI**

**VACATIONS**

Section 1.

Vacation eligibility shall be as follows:

a. During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.

b. Employees with one to eight completed years of service shall be entitled to fourteen (14) working days' vacation each year.

c. Employees with eight completed years to ten years of service will be entitled to fifteen (15) working days' vacation each year.

d. Employees with ten completed years to fifteen years of service will be entitled to eighteen (18) working days' vacation each year.

e. Employees with fifteen completed years to twenty years of service will be entitled to twenty (20) working days' vacation each year.

f. Employees with twenty completed years to twenty-five years of service will be entitled to twenty-two (22) working days' vacation each year.

g. Employees with twenty-five to thirty or more completed years of service will be entitled to the following number of working days' vacation each year:

twenty-five years	-	twenty-eight (28) days
twenty-six years	-	twenty-nine (29) days
twenty-seven years	-	thirty (30) days
twenty-eight years	-	thirty-one (31) days

twenty-nine or more years - thirty-two (32) days

Section 2.

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

Section 3.

An employee who is entitled to vacation herein shall make written request to the Department Head at least two (2) weeks prior to the time during which such vacation is to be taken. No employee shall be entitled to take any part of his vacation at any time other than as authorized by the Department Head. While the Department Head shall not unreasonably withhold permission to grant a vacation as requested, if a conflict exists between two or more employees requesting the same date, or the work schedule is such that the employee's vacation request interferes with the orderly carrying out the same, the Department Head's decision as to whom shall be permitted the vacation period requested, if at all, shall be final.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

If an employee leaves the County employ for any reasons, except as set forth in Section 4 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 now will be deducted from his final paycheck.

Section 10.

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

Section 11.

In accordance with present policy, an employee may receive vacation pay in advance of taking his vacation provided that he makes timely written request on the form provided for that purpose and in the manner provided.

**ARTICLE VII**

**SALARIES AND WAGES**

**Section 1.**

Salaries will be adjusted in accordance with the salary guide, which is attached hereto as Appendix A. Effective May 1, 2009, across the board general wage increase as follows:

January 1, 2008	0%
January 1, 2009	3% + \$500.00 Bonus (not on base) paid to Full-Time members
January 1, 2010	0%
January 1, 2011	3%

All employees in guide will also receive their automatic step increase.

**Section 2.**

During the term of this agreement, movement on the salary guide will be as follows:

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

Section 3.

The employer shall pay additional compensation (to be added to the base annual rate) to the following bargaining unit employees who are required by the employer to obtain and maintain license certification in connection with their assigned duties:

Tree Supervisor	Certified Pesticide Applicator's License
Greenskeeper Supervisor	Certified Pesticide Applicator's License
Supervisor Parks/Supervisor Recreation Maintenance	Certified Pool Operator

The employer shall reimburse to the aforesaid employees the cost for successfully obtaining and maintaining the aforesaid certifications.

Effective January 1, 2001, the \$600 payment provided in this Section shall be increased by \$75 to \$675 per annum.

Effective January 1, 2002 and January 1, 2003, the \$675 payment will be increased by \$25 annually to \$700 in 2002 and \$725 in 2003. There will be no additional increase in 2004.

Effective January 1, 2005, the \$725 payment provided in this Section will be increased by \$25 to \$750 per annum. Effective January 1, 2006, the payment will be increased by \$25 to \$775 per annum. Effective January 1, 2007, the payment will be increased by \$25 to \$800 per annum.

Section 4.

The County shall continue to pay to those employees covered by this Agreement who are currently required to maintain a CDL, additional compensation in the amount of One Thousand (\$1000) Dollars per annum, effective January 1, 2002, and One Thousand Two Hundred (\$1200) Dollars per annum effective January 1, 2004, which shall be added to base pay. Upon execution of this agreement, any employee hired or promoted into the bargaining unit shall not be eligible for the CDL stipend, regardless of whether he/she was receiving the stipend prior to the promotion.



Supervisory mechanics who possess CDL license shall receive the same stipend as above provided, so long as they maintain their Commercial Drivers License. No additional employees in the bargaining unit will be eligible for RM, FT, and the CDL stipend.

CDL drivers not currently receiving the above-referenced stipend shall be granted said stipend over the contract term as follows:

	<u>CDL-A</u>	<u>CDL-B</u>
January 1, 2005	\$400	\$200
January 1, 2006	\$400	\$200
January 1, 2007	\$400	\$200
	(\$1200)	(\$600)

Any employee who currently possesses a CDL-B will receive the CDL-A stipend upon receipt of the CDL-A, not to exceed \$1200.

Section 5.

Any employee hired after the date upon which this Agreement was made shall, upon the successful completion of his probationary period, receive the rate being paid to bargaining unit employees within such classification.

Section 6.

The present practice shall continue as to the employee evaluation system.

Section 7.

Effective January 1, 1995, the County agrees to pay Golf Course Superintendent Association fees for a maximum of three (3) employees, and to pay Turf Association fees for a maximum of eight (8) employees of the Association, three (3) of whom will also be members of the Golf Course Superintendent Association.

Section 8.

Employees will be paid on a bi-weekly basis. Direct deposit will be made available to all covered employees. Direct deposit will be required for all employees hired after the execution of this contract, except those employees who do not maintain a bank account.

Section 9.

Recreation Maintenance Supervisors should obtain parity with the rest of the Association. The parties agree to applying one third each year of the contract until parity is obtained for this title:

January 1, 2005	1/3
January 1, 2006	1/3
January 1, 2007	1/3

Section 10.

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 active payroll at the time the contract is settled;
- Employees who are on leaves of absence without pay who subsequently return to active service with the County are entitled to retroactive pay and benefits negotiated for that contract, exclusive of the period of leave without pay

Bargaining unit employees whose employment is terminated for any reason other than retirement under a State retirement system prior to the date this Agreement is ratified and approved by the Board of Chosen Freeholders shall not be entitled to retroactive negotiated pay increases.

## ARTICLE VIII

### HOURS OF WORK, PREMIUM PAY AND COMPENSATORY TIME OFF

#### Section 1.

The work week for all bargaining unit employees shall consist of five (5) consecutive days of eight (8) hours each, as scheduled by the Department Head during any seven (7) day period. A work day shall consist of eight (8) hours of work which are to be continuous except for such unpaid lunch period as may be scheduled by the Department Head.

#### Section 2.

Employees shall be entitled to two (2) consecutive days off during each seven (7) day period, provided however, that the Department Head shall have the right to require employees to work on such days.

#### Section 3.

For purposes of this Article, "straight-time hourly rate" shall be defined as the hourly rate of pay as calculated by dividing the employee's annual salary, inclusive of any longevity or other compensation, by 2,080.

#### Section 4.

Any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any work week shall receive additional compensation for each such hour worked at time and one-half times the employee's straight time hourly rate.

#### Section 5.

An employee shall not be entitled to receive overtime compensation unless such overtime has been scheduled and authorized by the employee's immediate supervisor, or Director, Division of Park Maintenance, prior to such overtime being worked.

Section 6.

The Department Head shall make all reasonable efforts to distribute overtime on an equitable basis provided, however, that the bargaining unit employee to whom such overtime shall be assigned is able to perform such work to the satisfaction of the County.

Section 7.

If an employee shall be recalled for work at any time outside of his regular working hours or on any day when he would normally be off duty he shall receive at least four (4) hours, pay at the applicable rate. An employee shall not be entitled to receive call-in compensation unless authorized by the employee's immediate supervisor, or the Director, Division of Park Maintenance, prior to such overtime being worked.

Section 8.

Employees may choose compensatory time in lieu of overtime providing that accumulated compensatory time does not exceed 40 hours per year and is utilized within three (3) months following the time when it is earned and is approved by the employee's Supervisor.

Section 9.

When bargaining unit members are required to respond to work related issues during non-work hours by telephone, they shall receive compensatory time at the rate of time and one-half for time spent advising their employees. Said time shall be recorded in a time-log and submitted to the respective supervisor for approval on a monthly basis. Compensatory time earned in this manner must be utilized within three (3) months of approval, and shall not exceed 40 hours per year.

## ARTICLE IX

### SICK LEAVE

#### Section 1.

Sick leave may be used by employees who are unable to work because of: (1) personal illness or injuries; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (spouse, child, legal ward, grandchild, foster child, father, mother, 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, for a reasonable period of time. Up to five days may be permitted when such absence is caused by the death and attendance at the funeral of the employee's spouse or a child and up to three 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 handicap when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the County. Sick leave may be taken in ¼ days.

#### Section 2.

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

#### Section 3.

Sick leave is earned in the following manner:

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

b. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

c. Part-time employees shall be entitled to a proportionate amount of paid sick leave.

d. Paid sick days shall not accrue during a leave of absence without pay or suspension.

e. Sick leave credits shall not accrue after an employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

f. Unused sick leave shall accumulate from year to year without limit.

#### Section 4.

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

#### Section 5.

a. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.

b. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

- i. In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
- ii. The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

#### Section 6.

The County agrees to continue a program of payment for unused sick leave upon retirement in accordance with the following requirements:

1. EFFECT ON OTHER RETIREMENT BENEFITS: supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.
2. LIMITATIONS:
  - a. no employee who elects a deferred retirement benefit shall be eligible.
  - b. an individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.
3. ELIGIBILITY:

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

4. DEATH OF AN EMPLOYEE:

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

5. DISABILITY RETIREMENT:

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

6. RETURN TO SERVICE AFTER RETIREMENT:

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

7. LEAVE WITHOUT PAY:

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



8. COMPUTATION:

- a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who has or shall incur a break in service as a result of separation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.
- b) The amount shall be computed at the rate of 1/2 the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employees active employment prior to the effective date of retirement. Overtime, shift, differential, stipends or other supplemental pay shall not be included in the computation.
- c) Payment for unused accumulated sick leave shall be according to the following schedule:
  - 100-200 accumulated sick days — 50% of the daily rate, maximum of \$10,000
  - 201-300 accumulated sick days — 60% of the daily rate, maximum of \$12,500
  - 301-400 accumulated sick days — 70% of the daily rate, maximum of \$15,000
  - over 401 accumulated sick days — 80% of the daily rate, maximum of \$18,000
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within 60 days after the date of retirement, if possible.
- f) A retiree must be officially off the County payroll at the time of payment.

9. GENERAL PROCEDURES:

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1986 will receive their supplemental payment no later than September 1, 1987, if elected by the employee. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment 60 days thereafter retirement, if elected by the employee.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:
  - 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
  - 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.

- 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- 5) All sick leave was reportable and reported accordingly.
- 6) The time-keeping-procedure required certification of the accuracy of the employees pay time.
- 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

## **ARTICLE X**

### **JURY DUTY**

#### **Section 1.**

When a bargaining unit employee is involuntarily summoned for jury service, he shall promptly notify his immediate supervisor and the Director, Division of Park Maintenance, and shall be excused from work for those days on which he receives pay for jury service. The County Manager may request that the employee be excused or exempted from such duty. For each day on which he otherwise would

have worked, he shall be paid the difference between his regular rate and the payment he receives for jury service. The employee shall furnish official proof of such service and of the amount of pay received therefor.

## **ARTICLE XI**

### **DEATH IN FAMILY**

#### **Section 1.**

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of the employee's spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of the employee's mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relative residing at employees household.

#### **Section 2.**

In the case of death in the immediate family, reasonable proof shall be required.

## **ARTICLE XII**

### **PRIOR PRACTICES**

This Agreement contains all the terms and conditions of employment between the County Manager and the members of the bargaining unit represented by the Union. All present, previous or past practices between the County Manager and the employees covered by this Agreement, except as specifically amended herein, are expressly incorporated within the terms and conditions of this Agreement. Any previous or past practice not so expressly incorporated herein shall be waived and shall otherwise be void and a nullity.

### **ARTICLE XIII**

#### **LONGEVITY**

During the life of this Agreement, all employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No.163 in the year 1967 and amendments and supplements thereto; provided, however, that any person commencing full-time continuous employment subsequent to January 1, 1973 shall not participate in nor be entitled to the benefits of the present longevity program.

Said longevity payments shall be calculated and paid in accordance with County of Union practices, and not Union County Park Commission practices prior to the effective date of this Agreement. Any conflict or interpretation shall be resolved in favor of the County of Union administration or application of its longevity program and not the application or interpretation of Union County Park Commission interpretation or application.

### **ARTICLE XIV**

#### **SEVERABILITY**

In the event of any Federal or State law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties but the remaining portion of this Agreement shall continue in full force and effect.

### **ARTICLE XV**

#### **UNPAID LEAVE OF ABSENCE**

Any bargaining unit employee may apply for a leave of absence without pay or other remuneration provided the employee shall make application in writing for such leave to his immediate supervisor and the Personnel Director at least two (2) weeks prior to the date such leave is requested.

The County Manager may, in his sole discretion, grant the employee a leave of absence without pay or other remuneration subject to the following conditions and exceptions:

a. An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

b. If an employee fails to report for work within one (1) working day of the expiration of an authorized leave of absence and does not give a satisfactory explanation for not returning, he shall be considered as having voluntarily resigned.

c. An employee who shall be required to attend military encampment or who shall be called for National Guard duty shall be entitled to a leave of absence in accordance with applicable law.

d. Whenever a bargaining unit employee shall become pregnant, she shall furnish the County Manager with a certificate from her physician and a physician designated by the County Manager within at least six (6) months from the date of her pregnancy. Maternity leave will be granted for a period not to exceed ninety (90) days prior to her date of delivery and thirty (30) days after her delivery. In the event the employee's physician and the physician designated by the County Manager disagree as to the physical or mental capacity of such employee to continue working, both physicians shall designate a third physician to make a final determination as to such employee's capacity to work.

### Section 3.

In the event an unusual emergency arises which might prevent the employee from making written request for leave of absence or which might prevent an employee on leave from returning at the end of a leave of absence, such employee may apply for a leave of absence or an extension to a leave of absence, which leave may be granted in the sole discretion of the County Manager.

Section 4.

Pursuant to federal law, an eligible employee will be entitled to Federal Family and Medical Leave pursuant to the Family Medical Leave Act ("FMLA") for one or more of the following reasons:

- a. The birth of a child to an employee and in order to care for such child;
- b. The placement of a child with the employee for adoption or foster care;
- c. To care for the child, parent or spouse of the employee who has a serious health condition; or
- d. The inability of an employee to perform the functions of his/her job due to a serious health condition.

Any employee employed by the County for a minimum of 12 months and for not less than 1,000 base hours prior to the request for family or medical leave will be eligible for leave under the FMLA. Eligible employees will be entitled to 12 weeks of leave in any 12 month period. A request of leave based upon a serious health condition must be supported by appropriate medical certification. The leave shall be unpaid, but health insurance benefits will be continued during the leave. An employee returning from an FMLA leave will be reinstated to the same or equivalent position upon his or her return to work.

Eligible employees are also entitled to take leave pursuant to the New Jersey Family Leave Act ("FLA"). Employees must specify, prior to taking the leave, which leave they are taking FMLA or FLA leave. Among the important differences between the FLA and the FMLA are:

1. The FLA does not provide for unpaid leave for an employee's own illness, while the FMLA does provide for such leave.
2. The FLA provides for 12 weeks of leave in any 24 month period, while the FMLA provides for 12 weeks of leave in any 12 month period.

3. Under the FLA, an employee is entitled to utilize either the Federal FMLA or the State FLA, and to obtain the greater benefits available in one policy or the other.

4. Under the FLA, the County may require the employee to exhaust paid sick leave and vacation leave as a condition for obtaining unpaid leave if this was the County's policy prior to the enactment of the FLA. Under the FMLA, the County may compel the employee to exhaust accrued sick and vacation leave prior to taking FMLA leave regardless of the existence of a preexisting policy.

Employees should consult with the Division of Personnel Management and Labor Relations about differences between the FLA and FMLA and specific provisions of both Acts.

## ARTICLE XVI

### INSURANCE

#### Section 1.

Effective December 1, 2001, the County Manager, on behalf of the County of Union, agrees to provide the following insurance for the benefit of full-time bargaining unit employees:

a. All employees covered under the terms of this Agreement shall be covered, as shall be the members of their immediate family, for medical and hospital expenses through an insurance program carried by the County of Union in accordance with the benefits currently in effect. The County shall continue to provide Major Medical insurance coverage currently in effect through an insurance program. The above medical and hospitalization coverage shall be at the sole expense of the County of Union. Employees in the Blue Select Plan shall contribute towards the cost of doctor's office visits at \$10.00 per visit.

Effective December 1, 2001, the Out of Network Cost Share for the Horizon PPO, (Blue Select) Plan shall be 70/30.



Employees promoted to Foreman and covered by this Collective Bargaining Agreement subsequent to the execution of this agreement shall maintain the same level of benefits he/she had when initially hired by the Department of Parks and Recreation.

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

1. Deductible for any one benefit period shall be Two Hundred (\$200.00) Dollars for each employee and a total amount of an additional Two Hundred (\$200.00) Dollars for eligible dependents. Effective January 1, 2003, the deductible for any single benefit period shall be reduced to \$100.00 for each employee and an additional amount of \$200.00 for eligible dependents.
2. Co-payment by employees for Major Medical coverage shall be twenty (20%) percent of the first Five Thousand (\$5,000.00) Dollars of eligible expenses.
3. Pre-Admission Review (PAR) with fifty (50%) percent cut back and Mandatory Second Surgical Opinion (MSSOP) with fifty (50%) percent cut back.
4. Pre Admission Review (PAR) and Mandatory Second Surgical Opinion (MSSO) with fifty (50%) percent cutback on each applicable item.

Effective January 1, 2006, all current benefit levels will be maintained and the following will be implemented:

1. Horizon HMO and POS plans shall be eliminated.
2. HealthNet POS shall be maintained for new employees or any employee wishing to participate. New employees may participate in Horizon PPO or Direct Access at their expense.
3. Direct Access shall replace Horizon PPO with current co-pays maintained:
  - a. \$10.00 co-pay for in network services – doctor's office visits only

- b. \$10.00 co-pay for all out of network services.
- c. Effective May 1, 2009, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- d. Effective May 1, 2009, an Emergency Room \$25.00 per visit co-pay shall be implemented for both Direct Access and PPO.

4. 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.

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

- a. Salary under \$55,000
  - Single coverage remains \$10 per month
  - Family, PC or HW coverage \$25 per month (increase of \$15 per month)
- b. Salary over \$55,000
  - Single coverage \$25 per month
  - Family, PC or HW coverage \$40 per month

6. Employees hired after July 1, 2001, shall maintain the existing contribution schedule; however, those earning over \$55,000 shall contribute as above with those contributions being increased by the proportionate annual increase in the plan cost.

Effective May 1, 2009, employees promoted after July 1, 2001, shall maintain their current contribution rate inclusive of the increase specified in this Collective Bargaining Agreement not to exceed:

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

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

8. The County of Union will continue to provide a Basic Dental Plan at a cost not to exceed the sum of fifty dollars (\$50.00) on an annual basis for each said employee only. If employees wish to obtain enhanced dental coverage (80%/20% per covered individual as opposed to the current 50%/50% coverage), they may do so only by paying the full cost for this enhanced coverage. The annual cap on the employee only basic dental plan shall be increased to \$2,000.00. Alternatively, employees may opt for dental coverage under the County current HMO plan.

9. All permanent employees not otherwise covered by any other state, county or municipal pension system shall enroll in the Public Employees Retirement System of New Jersey in accordance with the controlling law. The premium for enrollment in the Public Employees Retirement System of New Jersey shall be in accordance with the laws of the State of New Jersey.

## Section 2.

All such insurance shall be subject to the particular terms, conditions and provisions of the applicable contracts and policies of insurance. There shall be no responsibility or obligation whatsoever of the County of Union in connection with such contracts or policies of insurance

excepting only the undertaking to pay such premiums or charges for such coverage as provided in this Agreement.

Section 3.

The obligation of the County of Union to pay such premiums for the purpose of maintaining the benefits provided but said contracts shall be subject at all times to the following terms and conditions:

a. The employees shall make written application to the County, on forms provided to them by the County of Union, or other designee, at the time of employment and the employees shall be obligated to deliver to the County of Union, Division of Risk Management, or other designee, such completed applications, duly executed, and shall furnish to the County of Union, Division of Risk Management, or other designee, in writing, all such detailed information as may be required.

b. Effective May 1, 2009, a Drug Prescription Plan will be provided to unit employees pursuant to the following terms:

Retail:

\$20.00 co-pay per prescription for brand name where generic is available.

\$15.00 co-pay per prescription for brand name where no generic is available or name brand is required by the physician.

\$6.00 co-pay per prescription for generic drug

Mail:

\$15.00 co-pay per prescription for name brand where generic is available.

\$10.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$5.00 co-pay per prescription for generic.

The above co-pays shall apply to both retail pharmacy purchases (up to 30 day supply) and a ninety (90) day supply through mail order

The parties also agree that there shall be no flow-through of prescription co-payments to the Major Medical portion of the health insurance coverage.

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, SSRI and Intranaseal steroid drugs.
- Clinical Intervention (Statement of medical necessity from MD) Limited to Anti-Narcoleptic Agents, Weight Loss and Anti-Neoplastic Agents.

Effective January 1, 2006, all current co-payments will be maintained and the following will be implemented:

1. Retail pharmacy purchases shall be limited to thirty (30) days increments.
  2. Dispense-As-Written (“DAW”) procedure: physicians prescribing name brand drugs, when the generic equivalent is available, must justify the DAW to the pharmacy.
  3. All current co-pays shall be maintained and mail-order shall remain a ninety (90) day supply.
  4. The County will provide sample forms for mail order and distribute to unit members by mail.
- c. In the case of any change in the marital or family status of the employee pertinent to the benefits or kind of coverage of the hospitalization, surgical or major medical coverage, or other such insurance, the employee shall immediately furnish the County of Union, Division of Risk Management, or other designee, the complete detailed information regarding the same.

d. All insurance referred to in the within Article shall become effective on the first of the month following the sixtieth (60) day of the first day of the month in which the employee was hired, provided he was hired between the first of the month and the fifth of the month. Anyone hired after the fifth of the month shall receive the aforesaid insurance coverage on the first of the month following the ninetieth (90) day from the first day of the month in which the employee was hired.

#### Section 4.

The employer reserves the right to change or modify existing benefits under this Article at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The employer will give 30 days' prior notice to the Union of its intention to change any such coverage and will meet with representatives of the union if requested.

#### Section 5. Health Benefit Buyout

Effective January 1, 2006, any employee with either family or husband/wife coverage in any of the available health benefit plans may opt out of that plan providing their spouse has either family or husband/wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the employee the sum of \$5000.00 annually for family coverage and \$1800 for single coverage from another source to be paid in 26 installments over the next year. Employees 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. The option to opt out of the County's health benefit plan shall be terminated if the County becomes self-insured.

#### Section 6.

Effective January 1, 2006, the YSP Eye Care Plan shall be implemented for employees only and the premium will be paid 100% by the County.

## ARTICLE XVIA

### HEALTH INSURANCE BENEFITS FOR RETIREES

**(Employees hired prior to March 26, 2009)**

Effective April 1, 2009, there shall be a health insurance plan for employees covered by the recognition clause of the Collective Bargaining Agreement, subject to the following terms and conditions:

#### Section 1.

Eligibility: Employees must have been actively employed with the County of Union as of March 25, 2009, and must retire on either a disability pension, or retire having reached the age of 55 and having 25 years or more of service with the County, or reach the age of 62 years or older with 15 years of service with the County. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

#### 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 25, 2009, shall only be eligible for the health benefit subsidy as set forth in this Collective Bargaining Agreement.

Section 4.

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

Section 5.

Health Benefit Buyout Option: Any retiree eligible to receive benefits or then receiving benefits as described above, with either Family or Husband/Wife coverage in any of the available health benefits plans, may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000.00 annually, to be paid in 26 installments over the next year. The \$5,000.00 sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.



**ARTICLE XVIB**

**HEALTH INSURANCE BENEFITS FOR RETIREES**

**(Employees hired on or after March 26, 2009)**

Effective March 26, 2009,, there shall be a hospitalization insurance subsidy plan for retired employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

1. Eligibility. Employees must have been actively employed for the County of Union on or after March 26, 2009; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

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

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

<u>Category</u>	<u>Count Subsidy</u>
Single, Under 65	\$189.67 per month
Single, Over 65	\$138.39 per month
H/W Under 65 P/C Retiree Under 65 Family Under 65	\$540.58 per month
H/W Over 65	\$276.77 per month
H/W Retiree Over 65 H/W Spouse Over 65	\$311.76 per month
Family Over 65 Family Retiree Over 65 Family Spouse Over 65	\$442.88 per month \$477.85 per month
P/C Retiree Over 65	\$338.69 per month

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

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 XVII

### UNION BUSINESS

#### Section 1.

The Union shall advise the County Manager or his designee in writing of the names of its representatives.

Section 2.

The Union shall neither solicit members, nor conduct any business on County property during County assigned working schedules involved except for time spent conferring with management on specific grievances as specified in the Grievance Procedure.

Section 3.

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

- a. Arrange with his supervisor to leave his work.
- b. Notify the supervisor of any County facility visited on arrival.
- c. Notify his supervisor upon return to the job.
- d. Record his time out and time in with his supervisor upon leaving and returning to his job.

**ARTICLE XVIII**

**EYEGASSES**

The County shall reimburse an employee for the reasonable cost of repair and replacement of prescription eyeglasses which are broken or damaged during the normal performance of the employee's duties and where the repair or replacement of such eyeglasses are not otherwise covered by warranty. The maximum liability of the County under this provision shall be One Hundred dollars (\$100) per employee per year. An employee claiming reimbursement under this clause shall present the eyeglasses which need repair or replacement to the County for examination and shall submit proof that the item was damaged or destroyed during the normal performance of the employee's duty in form satisfactory to the County. Upon repair or replacement of the broken or damaged eyeglasses, the employee shall submit proof of payment and the County shall reimburse the employee for the reasonable cost thereof as provided herein.

The County agrees to pay 50% of the cost of prescription safety glasses where necessary, once per contract term for each employee requiring them.

## ARTICLE XIX

### CLOTHING AND EDUCATION

#### Section 1.

The County of Union shall provide such rain protective clothing and safety gear as the County of Union deems necessary. The care and security of such protective clothing and/or safety gear shall be the responsibility of the employee to whom such rain protective clothing and/or safety gear is issued.

#### Section 2.

The County of Union shall provide each foreman with one (1) light-weight baseball-type jacket with a Union County Park emblem attached thereon. Jackets supplied by the County shall be inspected and replaced as the County deems necessary. Each foreman shall be responsible for maintaining such jacket in a neat and presentable appearance. Whenever it is necessary to replace one of the aforementioned jackets, the color of said jacket shall be discussed with the Association before a decision is made by the County.

#### Section 3.

The County shall reimburse an employee upon proof of purchase and payment up to \$50.00 for a pair of shoes in each year of the collective bargaining agreement upon proof of purchase and payment therefor. In the second and third years of this agreement, this shoe allowance will be part of the clothing allowance as hereinafter set forth.

#### Section 4.

Effective January 1, 1992, the County shall provide each member five (5) shirts, four (4) pair of pants, four (4) "Polo" shirts, a light jacket, and coveralls on an as-needed basis.

The color of uniforms shall be discussed with the Association before a decision is made by the County when purchasing new uniforms.

In 2001, the Employer shall provide all employees covered by this Agreement with a clothing allowance of Five Hundred Twenty-five (\$525.00) Dollars per annum to purchase and maintain their own uniforms, coveralls, jackets and work shoes as designated by the Employer. In 2002, this amount shall be increased to Five Hundred Fifty (\$550.00) dollars per annum. In 2003, this amount shall be increased to Five Hundred Seventy-Five (\$575.00) dollars per annum. There will be no clothing allowance increase in 2004. The clothing allowance will be paid during the first week of December.

Effective January 1, 2005, all employees covered by this Agreement shall be provided with a clothing allowance of Six Hundred (\$600.00) dollars per annum. Effective January 1, 2006, this amount shall be increased to Six Hundred Twenty-Five (\$625.00) dollars per annum. Effective January 1, 2007, this amount shall be increased to Six Hundred Fifty (\$650.00) dollars per annum.

Effective May 1, 2009, the clothing allowance payable in December of each year inclusive of shoe allowance and any applicable maintenance allowance shall be increased by \$75.00 and shall remain at \$725.00 for 2010, and increase by \$50.00 or \$775.00 for 2011.

In addition to the clothing allowance, the County will continue to furnish each employee with four (4) "Polo" shirts for summer use per year during the term of the Agreement. The County will also continue to provide employees with work gloves which shall be replaced on an as needed basis.

It shall be the responsibility of each individual employee to report for work in the proper uniform attire as required by their respective Department Head. Failure to do so may subject the employee to the disciplinary process.

#### Section 5.

The County of Union agrees that it shall pay any fees required by a governmental authority for the licensing of an employee, including supervisory mechanics, pursuant to law requiring the same in

order for an employee to carry out his duties. It is the policy of the County that every supervisory employee endeavor to elevate their respective areas of expertise by participation in such educational opportunities as may be available. An employee directed or authorized by the Department Head and County Manager to attend conferences, conventions, seminars, training sessions, workshops and meetings of professional associations shall be reimbursed for the attendant cost thereof pursuant to Freeholder Resolution No. 344-84 adopted May 10, 1984 and P.L.B. No. 1-01-01.

The current education fund will be increased by \$1,000.00 per year to cover the membership fees of any Professional Associations.

## ARTICLE XX

### PERSONAL BUSINESS AND RELIGIOUS LEAVE

#### Section 1.

Employees who are employed less than one (1) year maybe granted up to three (3) days off, without deduction of pay therefor 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 may 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 the 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 day may be granted between the tenth (10th) and twelfth (12th) months of employment.

Section 2.

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

Section 3.

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

Section 4.

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 subject to restrictions, except where granting the Personal Day would result in a significant impact to an operational justification indicated by the Employer.

Personal days may be granted before or after a weekend under extraordinary circumstances, however not during the months of June, July, and August.

**ARTICLE XXI**

**ON THE JOB INJURY**

Section 1.

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

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

b. If the County Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for up to the first one hundred eighty (180) calendar days if there was an injury which was deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for up to the first ninety (90) calendar days if the injury or illness arises out of the employees employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.

c. After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain his temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's Workmen's Compensation Insurance carrier.

d. Failure to turn over temporary' disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.



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

If an employee is required to go to the County's insurance company's doctor or medical center for treatment of a compensable injury during his regular scheduled shift, the attendance at the doctor's office or medical center during his regular scheduled shift shall not be charged to sick time provided that upon completion of the doctor's visit, the employee returns to work if there is still time remaining on the shift.

## ARTICLE XXII

### MISCELLANEOUS

#### Section 1.

Bargaining unit employees shall be entitled to receive a meal allowance of \$7.50 effective September 1, 2001, provided they work three hours overtime after their regularly scheduled work day or work five consecutive hours if called in for overtime.

Effective May 1, 2009 such meal allowance will be increased to \$9.50 per meal.

#### Section 2.

The County shall have the right to change the pay day to Friday, if deemed necessary by the County.

#### Section 3.

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

Section 4.

Discipline shall be for "Just Cause." Discipline will not be used for purposes of further discipline after three (3) years of a clean record on the same issue. The County agrees that no employee shall be suspended prior to a departmental hearing unless the suspension is authorized by N.J.A.C. 4A:2-2.5.

**ARTICLE XXIII**

**DURATION OF AGREEMENT**

Section 1.

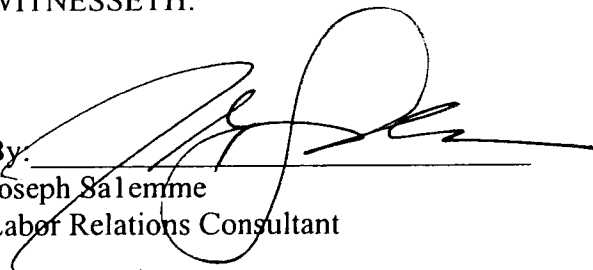
This Agreement shall be in effect from January 1, 2008 through December 31, 2011. It shall automatically renew itself from year to year thereafter provided, however, that either party may give written notice to the other not less than sixty (60) days prior to the anniversary date of this Agreement of a desire to make changes therein or to terminate this Agreement. which shall confer upon the other party the right to make changes in the Agreement.

Section 2.

The provisions of this aforementioned Agreement shall be conclusive for its duration as to all bargainable matters or issues unless the County Manager and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

WITNESSETH:

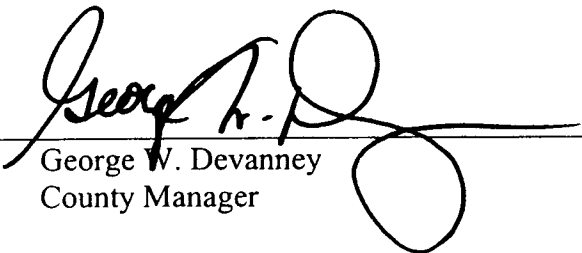
By:   
Joseph Salemme  
Labor Relations Consultant

Dated: *September 4, 2009*

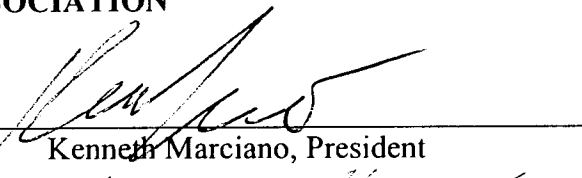
Attest:

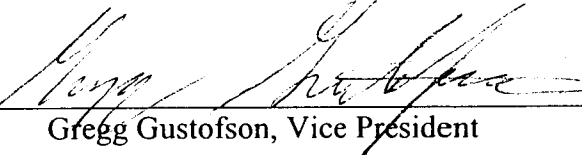
\_\_\_\_\_

THE COUNTY OF UNION

By:   
George W. Devanney  
County Manager

UNION COUNTY PARK FOREMEN'S  
ASSOCIATION

By:   
Kenneth Marciano, President

By:   
Gregg Gustofson, Vice President

By: \_\_\_\_\_  
Peter McCoy, Treasurer

PARK FOREMEN  
RANGES 2008-2011

TITLE	STEPS	1/1/2008		1/1/2009		1/1/2010		1/1/2011	
		MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Supervising Greenskeeper	6	56,331	64,737	58,021	66,679	58,021	66,679	59,762	68,679
Supervising Mechanic	6	55,347	64,737	57,008	66,679	57,008	66,679	58,718	68,679
Supervising Welder	6	56,331	64,737	58,021	66,679	58,021	66,679	59,762	68,679
Supervisor Recreation Maintenance	6	54,399	64,737	56,236	66,679	56,236	66,679	57,924	68,679
Supervisor Trades	6	56,331	64,737	58,021	66,679	58,021	66,679	59,762	68,679
Supervisor Trees	6	56,331	64,737	58,021	66,679	58,021	66,679	59,762	68,679

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2009, by and between the **County of Union** (herein the “**County**”) and \_\_\_\_\_, (herein the “**Employee**”), with the approval and consent of **Park Foremen Association** (hereinafter the “**Union**”)

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement (“**CBA**”) covering the period January 1, 2008 through December 31, 2011; and

**WHEREAS**, the Employee is a member of the Union covered by the CBA; and

**WHEREAS**, in order to obtain the agreement to enter into the CBA, the Union agreed to a zero percent increase to base pay for calendar years 2008 and 2010 and other agreements as more particularly set forth in the Memorandum of Agreement dated March 25, 2009, attached hereto as Appendix A (herein the “**Memorandum**”); and

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

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

COUNTY OF UNION

*George W. Devanney*

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

\_\_\_\_\_  
ATTEST

**Park Foremen Association**

By: \_\_\_\_\_  
Kenneth Marciano  
President

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_, Employee  
Print Name

\_\_\_\_\_  
ATTEST