

AGREEMENT

Between

THE COUNTY OF UNION

and

UNION COUNTY PARK FOREMEN'S ASSOCIATION

EFFECTIVE: JANUARY 1, 1992 through DECEMBER 31, 1994

APRUZZESE, McDERMOTT,
MASTRO & MURPHY
Attorneys for the
County of Union
25 Independence Boulevard
P. O. Box 112
Liberty Corner, New Jersey
07938
(909) 580-1776

OFFICES
McDERMOTT,
MURPHY
LIBERTY CORNER
NEW JERSEY
07938
909-580-1776

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OF McDERMOTT
& MURPHY
LEGAL CORPORATION
1000 BROADWAY
NEW YORK
NEW YORK

This AGREEMENT made this day of , 1994, 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'S 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) for a bargaining unit of all Union County Park System employees of the level of foreman but excluding all non-supervisory employees, clericals, police, managerial executives and all other employees.

Section 2.

Whenever the terms "employee" or "employees" are used hereinafter in this Agreement, such words shall be deemed to apply

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100 N. BULLYARD
UNION
UNION COUNTY

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.

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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

WEDGES
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A. NURPHY
A. SUPERVISOR
A. HIGGINS
A. HIGGINS
A. HIGGINS

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. Should any such grievance as defined arise between an employee(s) and the Employer, the following procedure shall be followed:

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L. E. McDERMOTT,
& MURPHY
GENERAL REPRESENTATIVE
COUNTY BUILDINGS
BOX 112
MORRIS PLAZA, 07902
TELEPHONE

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

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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

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J. McDermott
J. Murphy
J. Thompson
J. Williams
J. Brown
J. Green

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's 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

OFFICES
J. McDERMOTT,
S. MURPHY
COMMUNICATIONS
UNION
LOCAL 102
1000 N. 10TH ST.
PHOENIX, ARIZONA

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 1992.

New Year's Day	Wednesday, January 1, 1992
Martin Luther King's Birthday	Monday, January 20, 1992
Lincoln's Birthday	Wednesday, February 12, 1992
Washington's Birthday	Monday, February 17, 1992
Good Friday	Friday, April 17, 1992
Memorial Day	Monday, May 25, 1992
Independence Day	Saturday, July 4, 1992 (celebrated Fri. July 3, 1992)
Labor Day	Monday, September 7, 1992
Columbus Day	Monday, October 12, 1992
General Election Day	Tuesday, November 3, 1992
Veteran's Day	Wednesday, November 11, 1992
Thanksgiving Day	Thursday, November 26, 1992
Day After Thanksgiving Day	Friday, November 27, 1992
Christmas Day	Friday, December 25, 1992

Section 2.

The Employer has designated the following days as holidays for the year 1993:

New Year's Day	Friday, January 1, 1993
Martin Luther King's Birthday	Monday, January 18, 1993
Lincoln's Birthday	Friday, February 12, 1993
Washington's Birthday	Monday, February 22, 1993
Good Friday	Friday, April 9, 1993
Memorial Day	Monday, May 31, 1993
Independence Day	Sunday, July 4, 1993 (celebrated Mon. July 5, 1993)
Labor Day	Monday, September 6, 1993

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DENVER, CO 80202

Columbus Day	Monday, October 11, 1993
Election Day	Tuesday, November 2, 1993
Veteran's Day	Thursday, November 11, 1993
Thanksgiving Day	Thursday, November 25, 1993
Day After Thanksgiving Day	Friday, November 26, 1993
Christmas Day	Saturday, December 25, 1993 (celebrated Fri. Dec. 24, 1993)

Section 3.

The Employer has designated the following days as holidays for the year 1994:

New Year's Day	Saturday, January 1, 1994 (celebrated Fri. Dec. 31, 1993)
Martin Luther King's Birthday	Monday, January 17, 1994
Lincoln's Birthday	Saturday, February 12, 1994
Washington's Birthday	Monday, February 21, 1994
Good Friday	Friday, April 1, 1994
Memorial Day	Monday, May 30, 1994
Independence Day	Monday, July 4, 1994
Labor Day	Monday, September 5, 1994
Columbus Day	Monday, October 10, 1994
Election Day	Tuesday, November 8, 1994
Veteran's Day	Friday, November 11, 1994
Thanksgiving Day	Thursday, November 24, 1994
Day After Thanksgiving Day	Friday, November 25, 1994
Christmas Day	Sunday, December 25, 1994

Section 4.

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:

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 & MURPHY
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 1000 112
 NEW YORK, NY 10018
 212-512-1774

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 5.

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 her designee, shall have the right, at 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 6.

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

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E. S. MURPHY
CALL INFORMATION
SERVICE BUREAU
HOURS
PHONE NO. 0760
MURPHY

ARTICLE VI

VACATIONS

Section 1.

Effective January 1, 1992, 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 or more completed years of service will be entitled to twenty-six (26) working days' vacation each year, plus one additional day of vacation per year for every

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E.L. McDERMOTT,
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GENERAL CORPORATION
SCIENCE BUILDING
1000 112
DUNN, N.J. 07406
1992 1992

completed year of service above 25 completed years of service to a maximum of thirty-one (31) working days' vacation per year.

Section 2.

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

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J. McDERMOTT
S. MURPHY
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NEW YORK
NEW YORK 10022
NEW YORK

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's 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.

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J. McDERMOTT
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JAMES HOLLANDER
100 112
P.O. BOX 6750
PHILADELPHIA

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.

Effective November 1, 1992, the regular base annual rate for each applicable job classification for bargaining unit employees shall be:

<u>CLASSIFICATION</u>	<u>RATE</u>
Supervisor Trades	\$37,385
Supervisor Trees	37,385
Supervising Greenskeeper	37,385
Supervisor Recreation Maintenance	36,246
Supervising Laborer	33,771

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LEE McDERMOTT
THOMAS MURPHY
LOCAL CORPORATION
PROPERTY DEPARTMENT
BOX 112
GREEN HILL GARDEN
GREENVILLE

Section 2.

Effective April 1, 1993, the regular base annual rate for each applicable job classification of bargaining unit employees shall be:

<u>CLASSIFICATION</u>	<u>RATE</u>
Supervisor Trades	\$38,133
Supervisor Trees	38,133
Supervising Greenskeeper	38,133
Supervisor Recreation Maintenance	36,971
Supervising Laborer	34,446

Section 3.

Effective November 1, 1993, the regular base annual rate for each applicable job classification for bargaining unit employees shall be:

<u>CLASSIFICATION</u>	<u>RATE</u>
Supervisor Trades	\$39,277
Supervisor Trees	39,277
Supervising Greenskeeper	39,277
Supervisor Recreation Maintenance	38,080
Supervising Laborer	35,480

Section 4.

Effective January 1, 1994, the regular base annual rate for each applicable job classification for bargaining unit employees shall be:

<u>CLASSIFICATION</u>	<u>RATE</u>
Supervisor Trades	\$40,259
Supervisor Trees	40,259
Supervising Greenskeeper	40,259
Supervisor Recreation Maintenance	39,032
Supervising Laborer	36,367

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BOULDER

Section 5.

Effective September 1, 1994, the regular base annual rate for each applicable job classification for bargaining unit employees shall be:

<u>CLASSIFICATION</u>	<u>RATE</u>
Supervisor Trades	\$41,265
Supervisor Trees	41,265
Supervising Greenskeeper	41,265
Supervisor Recreation Maintenance	40,008
Supervising Laborer	37,276

Section 6.

Effective January 1, 1992, the employer shall continue to pay \$500 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
Certified Pool Operator Supervisor	Parks/Supervisor Recreation Maintenance

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

Effective January 1, 1994, the \$500 payment provided for in this section shall be increased by \$100 to \$600 per annum.

OFFICES
LEE McDERMOTT
& MURPHY
P.A. CORPORATION
SUITE 1000
1000
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Section 7.

Effective January 1, 1993, the County shall pay to those designated employees covered by this Agreement who are required to obtain and maintain an articulated driver's license (now CDL) in connection with the duties of their job title, additional compensation in the amount of six hundred (\$600) Dollars which shall be added to base pay. Effective January 1, 1994, the payment to those employees designated with CDL licenses shall be increased by Two Hundred (\$200) Dollars to Eight Hundred (\$800) Dollars per annum. Any employee who becomes designated as a replacement employee to receive CDL payments shall receive Six Hundred (\$600) Dollars per annum.

Section 8.

All incremental increases, salary ranges, steps, classes or annual increment methods of calculating or determining base rates are abolished.

Section 9.

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.

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.

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 the employee's straight-time hourly rate, —

Section 4.

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.

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BOULEVARD
BOX 112
NEWARK, N.J. 07102
761-1176

Section 5.

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 (1/2 times) the employee's straight time hourly rate.

Section 6.

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 7.

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 8.

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 three (3) 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.

ALL OFFICES
JESSE McDERMOTT
TRC & MURPHY
NATIONAL CORPORATION
10000 HOLLYWOOD
BOCA RATON
FLORIDA 33433
TELEPHONE 561-370-0000

Section 9.

No employee shall be permitted to earn or accumulate compensatory time off in lieu of overtime.

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 a 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.

OFFICES
J. McDermott,
& MURPHY
INCORPORATION
1000 BULLIVARD
BOX 112
WATER 111 07000
0011176

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.

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FETRO & MURPHY
PROFESSIONAL CORPORATION
1000 BRIDGE BOULEVARD
NEW BRUNSWICK, N.J. 07102
TELEPHONE NJ 07098
FAX NJ 07098

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

An employee must retire with at least twenty-five (25) years of service solely with the Employer and must be at least age 55, and must have at least one hundred (100)

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-L. McDERMOTT,
S. MURPHY
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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.

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J. L. McDERMOTT
& MURPHY
INCORPORATED
1000 BOULEVARD
DOWNTOWN
CHICAGO, ILLINOIS
60601

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 one-half (1/2) the employees 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 employee's active employment prior to the effective date of retirement. Overtime, shift

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JED. McDERMOTT
& MURPHY
SAL CORPORATION
COUNTY BUILDING
100 N. 112
MILWAUKEE, WI 53202
PHONE 414-224-1174

differential, stipends or other supplemental pay shall not be included in the computation.

- c. In no event shall payment for unused accumulated sick leave exceed \$7,000.00.
- 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 sixty days after the date of retirement, if possible.
- f. A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

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

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MURPHY
CORPORATION
100 McDERMOTT
MURPHY

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 timekeeping 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 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

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LISE, McDERMOTT
T. & MURPHY
L. & CORPORATION
L. & COMPANY
L. & CO.
L. & CO.
L. & CO.

mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relative residing at employee's 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

Section 1.

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

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1501 McDERMOTT
FRANK MURPHY
UNION CORPORATION
1000 BULLYARD
HOUSTON
HOUSTON, TEXAS
HOUSTON

and the Personnel Director at least two (2) weeks prior to the date such leave is requested.

Section 2.

The County Manager may, in her 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

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JOSE McDERMOTT
JOHN MURPHY
SIGNAL CORPORATION
14000 BOULEVARD
HOUSTON
HOUSTON, TEXAS
HOUSTON, TEXAS

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.

ARTICLE XVI

INSURANCE

Section 1.

Subject to the provisions below stated, 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. Effective October 1, 1994, the medical and hospitalization coverage shall be modified as follows:

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SEL. McDERMOTT
MURPHY
CORPORATION
BOULEVARD
112
NJ 07804
1776

1. Deductible for any one benefit period shall be Two Hundred (\$200.00) Dollars for each employee and a total amount of and additional Two Hundred (\$200.00) Dollars for eligible dependents.

2. Co-payment by employees for Major Medical coverage shall be twenty (20%) percent of the first Five Thousand (\$5,000) Dollars for eligible expenses.

3. Pre Admission Review (PAR) and Mandatory Second Surgical Opinion (MSSO) with fifty (50%) percent outback on each applicable item.

b. 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.

c. 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.

OFFICES
EEL McDERMOTT
E & MURPHY
CORPORATION
BOLLEAAR
112
NOV 14 1970
177

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. A Drug Prescription Plan with a Two (\$2.00) Dollar deductible clause has been established with the maximum contribution to be paid by the County of Union to be an Eighty-five (\$85.00) Dollar premium per annum for each family coverage.

Effective October 1, 1994, the deductible or co-payment clause shall be modified to provide as follows:

- \$5.00 co-pay per prescription for brand name
- \$3.00 co-pay per prescription for generic
- No co-pay for mail order prescriptions.

The parties also agree that effective October 1, 1994, there shall be no flow through of prescription co-payments to the Major Medical portion of the health insurance coverage.

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

OFFICES
JOHN McDERMOTT
JOHN MURPHY
GENERAL CORPORATION
1000 BULLYARD
SUITE 100
NEW YORK, N.Y. 10019
(212) 512-1000

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.

Effective January 1, 1987, there shall be a hospitalization insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

1. Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1987; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, 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

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ISS. McDERMOTT
BY A. MURPHY
GENERAL CORPORATION
ADDRESS: BURLINGTON
BOX 112
BURLINGTON, NJ 07906
TEL: 908-776-1176

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>County's Subsidy</u>
Single, Under 65	\$57.18 per month
Single, Over 65	\$35.29 per month
H/W Under 65 P/C Retiree Family Under 65	\$155.57 per month
H/W Over 65	\$71.55 per month
H/W Retiree Over 65 H/W Spouse Over 65	\$87.16 per month
Family Over 65	\$127.81 per month
Family Retiree Over 65 Family Spouse Over 65	\$149.86 per month
P/C Retiree Over 65	\$104.14 per month

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

OFFICES
 1551 McDERMOTT
 TRU & MURPHY
 A LOCAL CORPORATION
 10000 HOLLYWOOD
 SUITE 112
 HOUSTON, TEXAS 77038
 713-861-1000

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.

Section 5.

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.

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.

ALL OFFICES
JOSEPH P. McDERMOTT,
TRU & MURPHY
NATIONAL CORPORATION
1000 BROADWAY
NEW YORK, N.Y. 10003
PHONE 212-512-1776

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

EYE GLASSES

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 Thirty-five (\$35.00) Dollars 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

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JESSIE McDERMOTT,
MAYOR & MURPHY
NATIONAL INSURANCE CORPORATION
INDIANAPOLIS BOULEVARD
INDIANAPOLIS, INDIANA 46204
PHONE 317-426-1770

County shall reimburse the employee for the reasonable cost thereof as provided herein.

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) blazer with a Union County Park emblem attached thereon. Blazers supplied by the County shall be inspected and replaced as the County deems necessary. Each foreman shall be responsible for maintaining such blazer in a neat and presentable appearance.

Whenever it is necessary to replace one of the aforementioned blazers, the color of said blazer 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) "T" 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.

For the second year of this Agreement (1993), the Employer shall provide all employees covered by this Agreement with a clothing allowance of Four Hundred (\$400.00) Dollars per annum to purchase and maintain their own uniforms, coveralls, Jackets and work shoes as designated by the Employer. In 1994, this clothing and shoe allowance shall be in the amount of Four Hundred Fifty (\$450.00) Dollars per year. This clothing allowance shall be pro rated on a monthly basis for employees newly promoted or hired after January 1, 1993 during the balance of this first calendar year of employment. In addition to the clothing allowance, the County will continue to furnish each employee with four (4) "T" 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.

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JOSE, McDERMOTT,
TRO & MURPHY
REGIONAL CORPORATION
RANDENCE HOLLIVARD
Box 112
OTHER NJ 07608
- 586-1776

Section 5.

The County of Union agrees that it shall pay any fees required by a governmental authority for the licensing of an employee 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. Effective January 1, 1990, 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.I.B. No. 1-01-01.

ARTICLE XX

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than one (1) year may be 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

OFFICES
LESE, McDERMOTT,
STEPH & MURPHY
NATIONAL CORPORATION
BYRONANCE BOULEVARD
SUITE 100
MORRIS NJ 07960
PHONE 581-1776

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 (3rd) 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.

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:

ALL OFFICES
EUGENE McDERMOTT
JAMES MURPHY
NATIONAL CORPORATION
CORPORATE BOULEVARD
SUITE 112
EUGENE, OREGON 97401
PHONE 325-0700
FAX 325-1776

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

b. If the County's 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 employee's 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 \$6.00 provided they work three hours overtime after

their regularly scheduled work day or work five consecutive hours if called in for overtime.

Section 2.

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

ARTICLE XXIII

DURATION OF AGREEMENT

Section 1.

This Agreement shall be in effect from January 1, 1992 through December 31, 1994. 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:

Annie Cronin
per Clerk of the Board

THE COUNTY OF UNION

BY: *Ann M. Baran*
Ann M. Baran
County Manager

Dated:

APPROVED AS TO FORM:
By: *[Signature]*
County Attorney

Attest:

UNION COUNTY PARK FOREMEN'S ASSOCIATION

Alan Esteves

BY: *Alan Esteves*
Alan Esteves, President

Dated: *Sept 20, 1994*

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LAW OFFICES
JAMES MCDERMOTT
ASTRO & MURPHY
PROFESSIONAL CORPORATION
INDEPENDENCE BOULEVARD
P.O. BOX 112
CORNER N.J. 07038
9081 580-1778