

SUMMARY FORM

**COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & NON-FIRE**

Section I: Agreement Details

Public Employer: County of Union County: Union
 Employee Organization: Park Foremen Assoc. Employees in Unit: 11
 Base Year Contract Term: 2008-2011 New Contract Term: 1/1/2012 - 12/31/2015
 Type of Settlement: Mediated Settlement Fact-Finder Recommendation Voluntary Settlement Super Conciliation

| | Column A <u>2008-2011</u> Base Year - Total Costs <small>(Last Year of Previous agreement)</small> | Column B <u>2012-2015</u> New Base Year - Total Costs <small>(First Year of Successor agreement)</small> |
|--|--|--|
| Section II: Economic | | |
| Item 1 Salary | | |
| Item 2 Increment | <u>SRE</u> | <u>SRE</u> |
| Item 3 Longevity | <u>MOA</u> | <u>MOA</u> |
| Item 4 | | |
| Item 5 | | |
| Item 6 | | |
| Item 7 | | |
| Item 8 | | |
| Item 9 | | |
| Item 10 | | |
| Item 11 | | |
| Item 12 | | |
| Any additional items list on separate sheet Additional Items | | |
| Section III: Totals - Sum of costs in each column | (Total) | (Total) |

Section IV: Analysis of new successor agreement NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement) _____

Effective Date (m/d/yyyy) _____ SEE MOA

Percent Increase _____

Total cost of increase _____

Total base salary (successor agreement) _____

Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) _____

Dollar Impact (average per year over term of agreement) _____ SEE MOA

Section VI

Health Insurance (indicate costs associated on each line)

| | Base Year | Year 1 |
|------------------------------|-----------|--------|
| Cost of Health Plan | | |
| Employee Contributions | | |
| Prescription | | |
| Dental | | |
| Vision | | |

SEE MOA

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section VII

Prepared by: MARK TRAUIM Title: LABOR RELATIONS COORDINATOR
 Print Name
Mark Trauim Signature Date: September 2, 2014



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2013-399

MAY 16, 2013

CHAIRMAN LINDA CARTER

WHEREAS, the County of Union engaged in collective bargaining negotiations with Park Foreman Association for a new Labor Agreement between the parties effective January 1, 2012 through December 31, 2015 to replace the current Agreement which expired on December 31, 2011; and

WHEREAS, the County of Union and the negotiating committee for Park Foreman Association reached a tentative agreement on April 30, 2013; and

WHEREAS, the County of Union now desires to confirm the understandings in the Memorandum of Agreement with the union which is attached hereto and made a part hereof:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with Park Foreman Association.

Subject to Inclusion in the Budget 2012-2015 BUDGETS:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

FWP

| Vote-Record | Yes/Aye | No/Nay | Abstain | Absent |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> Adopted | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Adopted as Amended | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Defeated | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Tabled | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Withdrawn | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bruce Bergen | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Angel G. Estrada | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mohamed S. Jalloh | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bette Jane Kosniak | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Alexander Mirabelis | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| David P. Sullivan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Vernell Wright | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Christopher Hudak | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Linda Carter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

MEMORANDUM OF AGREEMENT

PARK FOREMEN ASSOCIATION

&

COUNTY OF UNION

The County and Park Foremen Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2011. The County and Park Foremen Association have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

The tentative Agreement has been ratified by the membership of Park Foremen Association and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the Park Foremen Association agrees to recommend, without reservation, the approval of the tentative Agreement to the membership of the Union. The representatives of the County agree to recommend, without reservation, the approval of the tentative Agreement to the Union County Board of Chosen Freeholders.

Therefore, the County and Park Foremen Association agree to the attached Four (4) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement

April 15, 2013

Date

MEMORANDUM OF AGREEMENT

Agreement made this 30 day of April 2013, by and between the County of Union (herein the "County") and Park Foremen's Association (herein the "Association").

WHEREAS, the County and Association are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2008 through December 31, 2011; and

WHEREAS, the County and Association have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the County and Association have reached agreement on new terms and conditions subject to ratification by the membership of Association and approval by the Freeholders of the County; and

WHEREAS, the negotiating committees for the County and Association unanimously agree to recommend this agreement for ratification and approval;

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

1. Except as herein modified, the terms and conditions set forth in the 2008 through 2011 CNA between the County and Association shall remain in full force and effect.
2. Term
January 1, 2012 through December 31, 2015
3. Salaries
See attached salary guide.
- Section 4. Modify to state: Effective January 1, 2014, anyone hired or promoted into the unit will not be eligible for the CDL Stipend.

4. Payroll

In order to maintain a bi-weekly basis for paycheck distribution, effective January 1, 2012, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

- 2010: Friday
- 2011: Monday
- 2012: Tuesday
- 2013: Wednesday
- 2014: Thursday

This cycle will continue every five (5) years. In the event the County determines to change the pay schedule to a bi-monthly schedule, the Association agrees that it will accept the change without dispute. In addition, in the event the County implements mandatory direct deposit in 2014, the Association agrees that it will accept this change without dispute.

When the pay day occurs on a holiday, paychecks or direct deposits will be issued on the day prior to holiday.

5. Benefits

Section I. Modify as follows

| | New Co-Pay |
|---|-------------------|
| Retail Generic (30 day supply) | \$5.00 |
| Retail Preferred Brand (30 day supply) | \$25.00 |
| Retail Non-Preferred (30 day supply) | \$50.00 |
| Mail Order Generic (90 day supply) | \$5.00 |
| Mail Order Preferred Brand (90 day supply) | \$30.00 |
| Mail Order Non-Preferred (90 day supply) | \$60.00 |

| | Out of Network Benefit |
|---------|-------------------------------|
| Current | \$250 Single/\$500 All Others |

| | |
|----------|--|
| Proposed | \$500 Single/\$1,000 All Others |
| | Out of Network Reimbursement Benefit* |
| Current | 80 th Percentile of HIAA |
| Proposed | 150% of CMS (Medicare) |

***Explanation:** HIAA (Health Insurance Association of America) utilizes 170 major contributors in 50 states to create the average cost for services rendered by Facilities and Professional Providers. As the formula relies on average costs to make a payment, providers have had success in increasing the average cost by billing higher fees. This increases plan costs. On the other hand, moving to a percentage of Medicare allows for no such fee inflation. Medicare, as the largest carrier in the United States, applies set fees based on geographical location without reliance on provider charges.

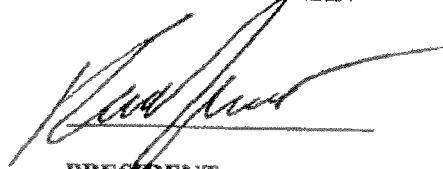
Section 4.

Modify 6(e): Add prescription coverage to health benefit buyout option.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 30

DAY OF APRIL 2013

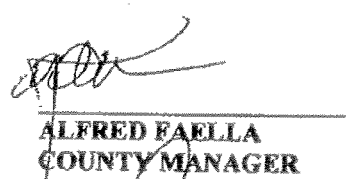
FOR PARK FOREMAN



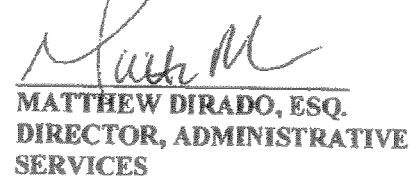
PRESIDENT

VICE-PRESIDENT

FOR THE UNION COUNTY



ALFRED FAELLA
COUNTY MANAGER



MATTHEW DIRADO, ESQ.
DIRECTOR, ADMINISTRATIVE
SERVICES

**PARK FOREMEN
RANGES 2012-2016**

| TITLE | STEPS | INCREMENT | 1/1/2012 | |
|-----------------------------------|-------|-----------|----------|--------|
| | | | MIN | MAX |
| Supervising Mechanic | 6 | 1,680 | 58,718 | 68,879 |
| Supervising Welder | 8 | 1,488 | 58,782 | 68,879 |
| Supervisor Recreation Maintenance | 8 | 1,793 | 57,924 | 68,879 |
| Supervisor Trades | 6 | 1,488 | 58,782 | 68,879 |
| Supervisor Trees | 6 | 1,488 | 58,782 | 68,879 |

Effective 1/1/13

| INCREMENT | 1/1/2013 | | 1/1/2014 | | 1/1/2015 | |
|-----------|----------|--------|----------|--------|----------|--------|
| | MIN | MAX | MIN | MAX | MIN | MAX |
| 1,680 | 58,718 | 69,920 | 68,718 | 71,195 | 68,718 | 72,504 |
| 1,488 | 59,782 | 69,920 | 59,782 | 71,195 | 58,782 | 72,504 |
| 1,793 | 57,924 | 69,920 | 57,924 | 71,195 | 57,924 | 72,504 |
| 1,488 | 58,782 | 69,920 | 59,782 | 71,195 | 58,782 | 72,504 |
| 1,488 | 59,782 | 69,920 | 59,782 | 71,195 | 58,782 | 72,504 |

EFFECTIVE 2013 NO FIX NUMBER OF STEPS
Annual increment to reach Maximum



3/25/2009

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NUMBER 2009-331

WHEREAS, the County of Union and Park Foremen Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2007; and

WHEREAS, the County of Union and Park Foremen Association negotiating committees reached a tentative agreement on March 24, 2009; and

WHEREAS, the County of Union now desires to confirm the understanding in the Memorandum of Agreement which is attached hereto and made a part hereof:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with Park Foremen Association.

NO SUFFICIENCY OF FUNDS REQUIRED
Handwritten signature
3-25-09

Table with columns: FREEHOLDER, Aye, Nay, Abs, Pass, Res., Mot, Sec, NP. Rows include: ESTRADA, HOLMES, KOWALSKI, PROCTOR, SCANLON, VAN BLAKE, WARD, SULLIVAN VICE-CHAIRMAN, MIRABELLA CHAIRMAN.

APPROVED AS TO FORM
Handwritten signature
COUNTY ATTORNEY

I hereby certify this is an original resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.
Handwritten signature
CLERK

I hereby certify this is a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.
CLERK

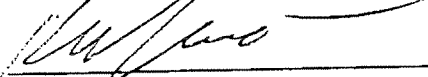
MEMORANDUM OF AGREEMENT


The County and Park Foremen Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2007. The County and Park Foremen Association have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.


The tentative Agreement is subject to the ratification of the membership of Park Foremen Association and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Park Foremen Association agrees to recommend, without reservation, the approval of the tentative Agreement to the membership of the Union. The representatives of the County agree to recommend, without reservation, the approval of the tentative Agreement to the Union County Board of Chosen Freeholders.

Therefore, the County and Park Foremen Association agree to the attached five (5) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement.

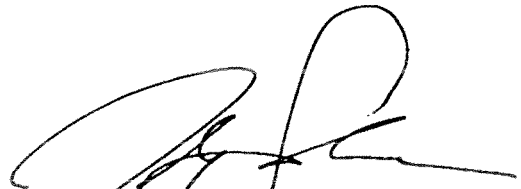
For Park Foremen Association


Kenneth Marciano, President



Gregg Gustofson


Peter McCoy

For the County of Union


Joseph Salemm
Labor Relations Consultant

ATTEST:


Alfred Faella, Director
Department of Parks &
Community Renewal

3/24/09
Date

1. Duration (Article 23)

January 1, 2008 to December 31, 2011

2. Salaries (Article 7)

2008 - 0%

2009 - 3% + \$500.00 Bonus (not on base) paid to Full-time members May, 2009.

2010 - 0%

2011 - 3%

3. Health Insurance Benefits for Retirees (Article 16, Section 4)

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:

- a) Eligibility: Employees must have been actively employed with the County of Union on the date the Memorandum of Agreement is approved by the Board of Chosen Freeholders 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 or are not eligible for health benefits from another source. Eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them. Dependents of employees eligible for benefits hereunder shall also be provided with coverage pursuant to the benefit insurance plan's rules.
- b) 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.

- c) Future Employees: Employees hired after the date of approval by the Board of Chosen Freeholders, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.
- d) Cessation of Subsidy: Upon implementation of retiree health benefits provided in a) and b) above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement.
- e) 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.

4. Health Benefits (Article 16)

Section 1 Drug Prescription Benefits

Effective May 1, 2009, Co-payments shall be as follows:

Retail:

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

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

\$6.00 co-pay per prescription for generic.

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 restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.

Drug Plan Utilization Modifications

- a) Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling)
- b) Preferred Drug Step Therapy (Generic or Preferred Name Brand first)
Limited to PPI, SSRI and Intranaseal steroid drugs
- c) Clinical Intervention (Statement of medical necessity from MD)
Limited to Anti-Narcoleptic Agents, Weight Loss and Antineoplastic Agents

Section 5 (Health Insurance Plan Modifications)

The following modifications shall be implemented:

- a) 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.

- b) Emergency Room co-pays shall be implemented for both Direct Access and PPO as follows:

Effective May 1, 2009 - \$25.00 per visit

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

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

5. Uniforms – (Article 19)

Effective May 1, 2009, the clothing allowance payable in December of each calendar year inclusive of shoe allowance and any applicable maintenance allowance shall be increased by \$75.00

The above stated uniform allowance shall remain at \$725 for 2010, and increase by \$50.00 for 2011.

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.

6. Meal Allowance shall increase from \$8.50 to \$9.50 - Effective May 1, 2009

7. Retroactive Pay – (Article 7, Section 10) Policy insert

The following criteria entitle employees to retroactive pay:

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

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

8. Miscellaneous – (Article 22, Section 4) Policy Insert – Discipline shall be for “Just Cause.”

9. Individual Retiree Health Benefit Contract (attached)

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")

Insert Name of Individual Employee

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 _____, 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

By: _____
George W. Devanney
County Manager

ATTEST

Park Foremen Association

By: _____
Kenneth Marciano
President

ATTEST

Employee Signature
_____, Employee
Print Name

ATTEST