

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 MAINTENANCE UNION Employees in Unit: 57
 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

Section II: Economic	Column A	Column B
	Base Year - Total Costs <i>(Last Year of Previous agreement)</i>	New Base Year - Total Costs <i>(First Year of Successor agreement)</i>
	<u>1/1/2008 - 12/31/2011</u>	<u>1/1/2012 - 12/31/2015</u>
Item 1 Salary		
Item 2 Increment		
Item 3 Longevity		
Item 4	<u>SEE</u>	<u>SEE</u>
Item 5	<u>MOA</u>	<u>MOA</u>
Item 6		
Item 7		
Item 8	<u>Attached</u>	<u>Attached</u>
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	<u>(Total)</u>	<u>(Total)</u>

Section IV: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement) _____ SEE ATTACHED MOA
 Effective Date (m/d/yyyy) _____
 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) _____ SEE ATTACHED MOA
 Dollar Impact (average per year over term of agreement) _____

Section VI

Health Insurance (indicate costs associated on each line)

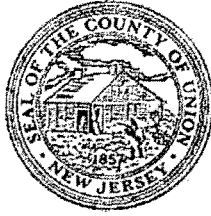
	Base Year	Year 1
Cost of Health Plan		
Employee Contributions		
Prescription		
Dental		
Vision		

SEE MOA ATTACHED

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 TRAUM Title: LABOR RELATIONS COORDINATOR
 Print Name
Mark Traum Signature Date: July 30, 2015



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION 2014-786
 SEPTEMBER 18, 2014
 CHAIRMAN CHRISTOPHER HUDAK

WHEREAS, the County of Union engaged in collective bargaining negotiations with the Parks Maintenance 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 the Parks Maintenance Association, reached a tentative agreement on September 4, 2014; 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 the Parks Maintenance Association.

Sufficiency of Funds Authorized Subject to Inclusion in the 2015 Budget:

Approved as to Form:
 Certifying as to an Original Resolution:
 Certified as to a True Copy:

Chris Mauer

[Signature]

Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Adopted as Amended		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	S	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MEMORANDUM OF AGREEMENT
PARK MAINTENANCE ASSOCIATION

&

COUNTY OF UNION

The County and Park Maintenance 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 Maintenance 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 Maintenance Association and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the Park Maintenance 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 Maintenance 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

September 4, 2014

Date

MEMORANDUM OF AGREEMENT

Agreement made this ___ day of July 2014, by and between the County of Union (herein the "County") and Parks Maintenance 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 guide

1/1/2013: 1.54%. All employees in guide shall receive their increments. All money remaining shall be divided across the board.

1/1/2014: 1.83%. All employees in guide shall receive their increments. All money remaining shall be put at max.

1/1/2015: 1.9%. All employees in guide shall receive their increments. All money remaining shall be put at max.

4. Payroll

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 the event the County determines to change mandatory direct deposit, the Association agrees that it will accept the change without dispute.

5. Sick Leave: Establish a sick leave incentive program. If an employee does not use any sick time during each quarter, he/she will be entitled to 1 compensatory day.
6. Hours of Work: Add new language governing the use of time off after storms. Employees can use sick, vacation or personal time without notice following at least 24 hours of consecutive work due to a storm as long as the emergency conditions have subsided. The use of sick, vacation or personal time for this purpose will not count towards discipline or be used in determining eligibility for the sick leave incentive program.
7. Vacations: Employees may use one vacation day in half day increments,
8. Vacations: Employees may use three (3) vacation days with no notice.
9. Compensatory Time: Employees may accrue forty (40) hours of compensatory time on an annual basis which time shall be replenishable but must be used by September 30th of the year in which the time accrued. Any compensatory time accrued between October and December must be used by March 31st of the following year. All compensatory time from the prior year must be used before any new compensatory time can be earned in the following year.
10. Clothing and Shoe Allowance: Effective January 1, 2014, the clothing and shoe allowance shall be separated. The clothing allowance shall be \$500 per year and the shoe allowance shall be \$200 per year.
11. Benefits

Section 1. 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
---	---------

Add:

Employees who receive fully paid retirement benefits under the 2008 through 2011 CNA shall be provided with the Medco Rx or an equivalent plan. The plan shall provide for free mail order prescriptions and 30% co-pay for retail. It is understood that in order to provide the Medco Rx plan, the base Health Plan will be converted from CIGNA ROAP7 to CIGNA ROAP3.

Section 7: Modify

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

	Out of Network Reimbursement Benefit*
Current	80 th Percentile of HIAA
New	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 6.


Modify to add prescription coverage to health benefit buyout option.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 4th


DAY OF SEPTEMBER, 2014.

FOR PARK MAINTENANCE ASSOCIATION

FOR UNION COUNTY

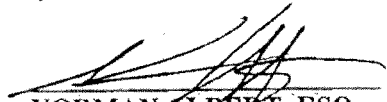


JOSEPH PETROSKY
PRESIDENT



ALFRED FAELLA
COUNTY MANAGER

VICE-PRESIDENT



NORMAN ALBERT, ESQ.
DIRECTOR, ADMINISTRATIVE
SERVICES



5/13/2010

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NUMBER: 2010-461

WHEREAS, the County of Union and Park Maintenance 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 Maintenance Association negotiating committees reached a tentative agreement and the Union ratified on April 28, 2010; 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 Maintenance Association.

NO SUFFICIENCY OF FUNDS REQUIRED
Frank Woodruff
 5-17-2010

RECORD OF VOTE																		
FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	NP	
ESTRADA	X								VAN BLAKE								X	
JALLOH	X								WARD								X	
KOWALSKI	X						X		SCANLON VICE CHAIRMAN	X					X			
MIRABELLA								X	SULLIVAN CHAIRMAN									
PROCTOR	X									X				X				

APPROVED AS TO FORM <i>[Signature]</i>	I hereby certify this is an original resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.
COUNTY ATTORNEY	<i>[Signature]</i> 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

Conventus Labor Consulting, LLC

773 Clark Street

Westfield, New Jersey 07090

908-967-2153

Joseph L. Salemme, M.L.E.R.
Principal

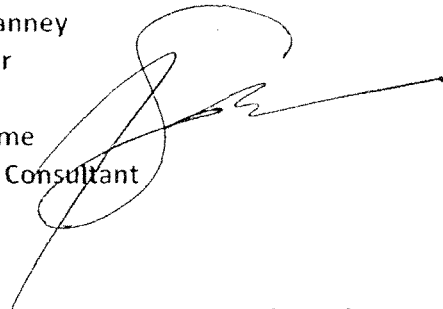
Email:jsalemme@conventusllc.org

To: George W. Devanney
County Manager

From: Joseph L. Salemme
Labor Relations Consultant

Date: April 27, 2010

Re: Revised Park Maintenance Memorandum of Agreement
January 1, 2008 through December 31, 2011



The above captioned Tentative Agreement, originally submitted for consideration on March 22, has been revised to incorporate the following language:

“Effective May 21, 2010, in accordance with New Jersey Senate Bill S-3, signed into law on March 22, 2010, all employees shall contribute a minimum of 1.5% of their annual salary, through payroll deduction, towards health benefit premiums. This amount is inclusive of current contributions, however employees falling into the categories in c), above, shall contribute the amounts specified.”

Other than this change, the Memorandum of Agreement remains the same. The union has ratified the Revised Agreement and I am therefore requesting that a Resolution authorizing same, be placed on the Freeholder Agenda for consideration on May 6, 2010.

Thank you.

Cc: M. Elizabeth Genievich, Deputy County Manager/Director of Administrative Services
Matthew DiRado, Director, Division of Personnel Management & Labor Relations
Nicole L. DiRado, Clerk of the Board
Robert E. Barry, County Counsel
Lawrence M. Caroselli, Director, Department of Finance
Joseph A. Graziano, Director, Department of Engineering, Public Works & Facilities
Bruce Leder, Esq., Cohen, Leder, Montalbano & Grossman

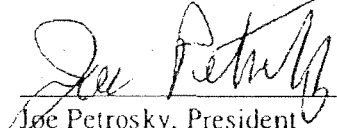
MEMORANDUM OF AGREEMENT
PARK MAINTENANCE ASSOCIATION
&
COUNTY OF UNION

The County and the Park Maintenance 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 the Park Maintenance Association have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

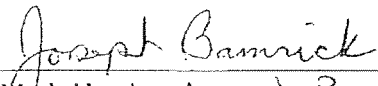
The tentative Agreement is subject to the ratification of the membership of the Park Maintenance Association and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the Park Maintenance Association agrees to recommend, without reservation, the approval 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 the Park Maintenance Association agree to the attached Six (6) 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 Maintenance Association



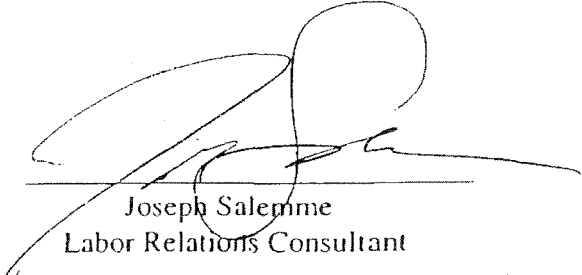
Joe Petrosky, President



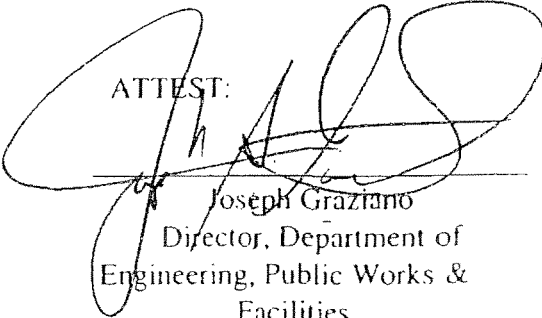
~~Mark Hayden~~ Joseph Barrick

Thomas Langan

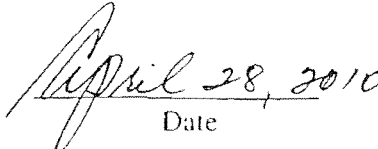
For the County of Union



Joseph Salemm
Labor Relations Consultant

ATTEST:


Joseph Graziano
Director, Department of
Engineering, Public Works &
Facilities


Date

1. Duration (Article 17)

January 1, 2008 to December 31, 2011

2. Salaries (Article 17)

2008 - 3% (inclusive of Shift/Weekend Differential)

2009 - 0%

2010 - 0%

2011 - 3% (inclusive of Shift/Weekend Differential)

3. Health Insurance Benefits for Retirees (Article 22)

Effective May 1, 2010, 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 Direct Access (CIGNA OAP2/OAP3) 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 22)

Section 1 Drug Prescription Benefits

Effective May 1, 2010, 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 9 (Health Insurance Plan Modifications)

The following modifications shall be implemented:

- a) Effective May 1, 2010, 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 (CIGNA OAP2/OAP3) and PPO (CIGNA OAP5/OAP6) as follows:

Effective May 1, 2010 - \$25.00 per visit

- c) Effective May 1, 2010, new employees shall contribute the following percentages of salary:

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

Employees hired between ~~January~~ ^{June 2007} 1, 2006, and April 30, 2010, 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

d) Effective May 21, 2010, in accordance with New Jersey Senate Bill S-3, signed into law on March 22, 2010, all employees shall contribute a minimum of 1.5% of their annual salary, through payroll deduction, towards health benefit premiums. This amount is inclusive of current contributions, however employees falling into the categories in c), above, shall contribute the amounts specified.

5. Uniforms

The combined clothing/shoe allowance shall be as follows:

2008- \$575

2009- \$575

2010- \$575

2011- \$625

6. Meal Allowance shall increase from \$8.50 to \$9.50 - Effective May 1, 2010

7. Suspension: There shall be no suspensions for minor discipline without a hearing first.

8. Summer Hours: (Article 9)

No later than April 1st of each year, the County and Union representatives shall meet to discuss the possible implementation of Summer Hours.

9. Call in Pay: (Article 9 Section 6)

Employees shall receive at least 4 hours at the overtime rate of pay.

10. Retroactive Pay – (Article 17, Section 13) 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 returns to active service with the County are entitled to retroactive pay and benefits negotiated for that contract, exclusive of the period of leave without pay.

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

Exhibit E. Individual Retiree Health Benefit Contract

_____ **End.**