

A G R E E M E N T

Between

COUNTY OF UNION

And

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS
OF AMERICA, (UE) AND ITS AFFILIATE UE LOCAL NO. 494

PARK MAINTENANCE, CRAFTSMEN
AND MECHANICS ASSOCIATION CORP.

EFFECTIVE: January 1, 1995 through December 31, 1997

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AGREEMENT

PREAMBLE

This Agreement made this *14th* day of *November*, 1995, by and between the COUNTY OF UNION, hereinafter called the "Employer" and UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) AND ITS AFFILIATE UE LOCAL NO. 494, PARK MAINTENANCE, CRAFTSMEN AND MECHANICS ASSOCIATION CORP., hereinafter called the "Union" and its members who are employed by the County of Union.

Whereas, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

Now, therefore, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to and with each other as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the UE And Its Affiliate UE Local 494, Park Maintenance, Craftsmen and Mechanics Association Corp. as the exclusive representative for the employees engaged as blue-collar employees including but not limited to golf courses, skating rinks, and other recreation facilities but excluding therefrom supervisory employees and foremen.

ARTICLE II

MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

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

Section 2.

Whenever the term "Employer", "Department Head", or "Supervisor" shall be used throughout this Agreement, it shall mean and include the County Board of Freeholders and/or the County Manager and/or their designees as specifically may be provided in N.J.S.A. 40:41A-45 et. seq. or the Administrative Code of the County of Union.

Section 3.

Except as modified, altered or amended by the within Agreement the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby 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 to hire all employees and subject to existing Civil Service rules and regulations to determine their qualifications, conditions for their continued employment, or their dismissal, demotion, promotion and transfer, and to discipline all such employees for just cause.
- (c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed against any employee.

Section 4.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Freeholders, 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 therewith shall be limited only by the extent such specific and expressed 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.

Section 5.

Nothing contained herein shall be considered to deny or restrict the Board of Freeholders, the County Manager or other designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other State laws or regulations as they pertain to County Manager form of government.

ARTICLE III

PAYROLL DEDUCTION FOR UNION DUES

Section 1.

The Employer agrees to deduct from the salaries of employees, dues for the Union when authorized in writing to do so by each employee.

An authorization for deduction of Union membership dues shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the County shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2.

The amount of monthly Union membership dues will be certified by the President of the Union in writing to the Employer, and the amount so certified will be uniform for all members of the Union.

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Union on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw.

Section 4.

- (a) Effective the first of the month following thirty (30) days after the signing of these presents, if an employee does not become a member of the Union, the Union shall furnish the name of such person to the County requesting that the employee, through payroll deduction, pay a representation fee in lieu of dues for services rendered by the Union.
- (b) The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to, or benefit only its members, but in no event shall such fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- (c) Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained by the Union, in accordance

with appropriate statutory provisions and Court Decision, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share, subject to refund, shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employee represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.

- (d) Any person who becomes an employee after January 1, of any calendar year, shall only be charged one-twelfth (1/12th) of the representation fee for each month for the balance of the year of the employee's first year of employment.
- (e) The mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular dues to the Union.

- (f) The Union will notify the County Manager, in writing, of the current annual dues and/or the amount of the representation fee and will from time to time thereafter give to the County at least a sixty (60) day notice, in advance, of any changes in the annual membership or representation fee schedule so that the same can be accommodated by the County within a sufficient time after it receives the notice.
- (g) The Union shall indemnify, defend and save the County of Union harmless against any and all claims, demands, suits, or other forms of liability, that shall arise out of or by reason of the action taken or not taken by the County of Union in reliance upon the representation fee information furnished by the representatives.

ARTICLE IV

UNION BUSINESS

Section 1.

The Union shall advise the Employer in writing of the name of its representatives, the place of employment from which they are designated and the term for which they are to serve in a representative capacity.

Section 2.

Before any representative may leave his area or place of employment he shall be required to obtain approval in advance from his Department Head or a Department Head's designated representative.

The Union shall neither solicit members, nor conduct any business on Employer's property during Employer assigned working schedules of either the representative of the Union or the employee involved, except for the following:

- (a) Collective negotiating.
- (b) Time spent conferring with management or employees on specific grievances as specified in the Grievance Procedure, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict the work assignments shall have priority.

Section 3.

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

- (a) Notify the supervisor of any employer facility visited on arrival.
- (b) Notify his supervisor or designated representative upon return to the job.
- (c) Record his time out and time in with his supervisor upon leaving and returning to his job.
- (d) No Supervisor shall unreasonably deny a representative from access to a member of the negotiations unit if that member requires representation.

ARTICLE V

NO STRIKE-NO LOCKOUT

Section 1.

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

Section 2.

The Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment.

Section 2.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances and to that end the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Union's designated representative for the purpose of resolving the matter informally. A grievance must be presented at Step 1 within fifteen (15) working days of the occurrence of the condition giving rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement, and shall be deemed waived.

Step 2. If the aggrieved employee is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within fifteen (15) working days after presentation of that grievance at Step 1, the employee may file the grievance in writing with the Department Head or designee of the Department Head. A hearing on the grievance shall be held between the Department Head or designee and the aggrieved employee and a designated representative of the Union. The Department Head or designee will render a final decision in writing within fifteen (15) working days.

Step 3. If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within fifteen (15) working days after presentation of that grievance at Step 2, the employee may file the grievance and

all supporting papers with the County Manager or designee of the County Manager for review. The County Manager shall not be obligated to conduct a hearing and in any event shall respond in writing to the grievant after review of the grievance within fifteen (15) work days after presentation of the grievance at this Step 3. However, if the County Manager conducts any hearing the Union shall be permitted to participate by either presenting the same at the request of the grievant or to participate if the grievant has selected his or her own attorney.

Step 4.

- (a) In the event a grievance has not been satisfactorily resolved at the County Manager level, then the Union, within thirty (30) working days of receipt of the answer given by the County Manager, shall make written demand for arbitration to the Public Employment Relations Commission, 495 West State Street, CN-429, Trenton, New Jersey, with a copy of same delivered to the County Manager and Director of the Department of Personnel for the County of Union. Failure to demand arbitration within the aforesaid time period shall be deemed an abandonment and waiver of the grievance. The selection of an arbitrator and the conduct of the arbitration hearing shall be pursuant to the rules and regulations of the Public Employment Relations Commission then in effect.

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- (b) The fees and expenses of arbitration shall be borne equally by the County of Union and the Union.
- (c) It is understood and agreed that if either party uses the services of any attorney the expenses incurred will be borne by the party requesting such services.
- (d) Expenses of outside witnesses for either side shall be borne by the parties producing such witnesses.
- (e) The total costs of stenographers' records which may be made and transcripts thereof shall be paid for by the parties ordering the same.
- (f) In the event of arbitration, the arbitrator shall have no power or authority to add to or subtract from or modify any terms of this Agreement.
- (g) The arbitrator will be required to issue his/her decision within thirty (30) calendar days from the date of the closing of the hearing. The arbitrator's decision shall be in writing and will set forth his/her findings of fact and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.
- (h) All grievance meetings and/or hearings, as provided for herein, shall be conducted in private and shall include only the grievant and/or representatives of the grievant, and the County Manager, the Director of Personnel and/or their representatives and designees.

Section 3.

The time limits specified in the grievance procedure will be construed as maximum. However, these may be extended upon mutual agreement between the parties, which consent will not be unreasonably withheld. Any disposition of a grievance accepted by the Union, or from which no appeal is taken by the Union, shall be final and binding upon the employee, the Union and the Employer. If the Employer does not respond to a grievance within the time periods set forth in the Grievance Procedure and the Union wishes to pursue the grievance, the Union shall advance the grievance to the next step at the expiration of the period provided for the Employer to respond to the grievance.

Section 4.

Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected by the Union. When an employee is not represented by the Union, the Union President and/or his designee shall be advised so that the Union may participate and state its views at all stages of the grievance procedure, and in no event may any employee make any settlement of his/her particular grievance which violates the collective negotiation agreement and/or past practice which has any binding effect upon the Union.

ARTICLE VII

WORK SCHEDULES

Notwithstanding the provisions of Article IX, hereof, the Employer shall have the right, for the efficient operation of its facilities, to make changes in the commencement and termination of the daily work schedules and to vary from the daily or weekly work schedules provided, however, upon making permanent changes the Employer shall give to the Union seven (7) calendar days' notice where practicable, and further provided that permanent changes in work schedules shall comply with existing Department of Personnel Rules. It is understood and agreed that the employer will assign weekend summer work on a crew basis provided it does not violate Department of Personnel Laws with respect to working out of classification, by assigning a member or members thereof in an inverse seniority basis, that is, by assigning the lowest senior person or persons first, and so on, on a rotating basis. The aforesaid provision shall not be applicable in cases of emergency.

ARTICLE VIII

MOVEMENT OF PERSONNEL

Section 1.

The Employer desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the employer and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force.

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Section 2.

The parties agree that all hirings, layoffs, separations, promotions, demotions and disciplinary actions shall be in accordance with the Department of Personnel Rules for the State of New Jersey, as applicable to the County Manager form of government.

Section 3.

The parties agree that the Employer has the right to assign individuals to fill positions not in their payroll classification for emergency periods. The Employer will attempt to eliminate emergency situations promptly. In no event shall a payroll classification be filled during an emergency situation in excess of that period of time permitted by law. The County Manager agrees to comply with Department of Personnel Rules, if the emergency condition is to extend beyond four (4) months.

ARTICLE IX

HOURS OF WORK AND PREMIUM PAY

Section 1.

The normal work week for unit employees on the payroll as of January 1, 1974, shall consist of five (5) consecutive days of eight (8) hours each commencing on Monday and ending on Friday. The work week for unit employees within the classifications of stable workers and building maintenance workers shall consist of five (5) consecutive days of eight (8) hours each during any seven (7) day period. The work week for any employee hired after January 1, 1974 or any bargaining unit employee who accepts a

promotion to a higher rated classification shall consist of five (5) consecutive days of eight (8) hours each during any seven (7) day period. The County of Union shall have the right in the case of an emergency to schedule any bargaining unit employee to work a work week consisting of five (5) consecutive days of eight (8) hours each during any seven (7) day period.

Effective January 1, 1989, the regular hours of work at parks and golf courses shall be as follows:

Summer hours (first Monday in May through first week after Labor Day) 6:00 a.m. to 2:30 p.m.

Winter hours (all hours except Summer hours) 7:30 a.m. to 4:00 p.m.

Section 2.

Employees shall be entitled to two (2) consecutive days off during each seven (7) day period, provided however, that the County 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 rate of time and one-half (1 1/2) the employee's straight hourly rate.

(a) Scheduled overtime shall be awarded on a seniority basis as follows:

Projected overtime shall first be offered to the employees whose names appear at the top of the overtime seniority list according to classification and section,

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assuming the employee is qualified to perform the work. Upon being offered an overtime assignment, the employee's name shall go to the bottom of the list, regardless of whether the employee works the overtime assignment. Before an employee can be charged with having been offered overtime, an employee must be personally notified on the date that the overtime is posted. A separate overtime list shall be maintained for each section. . In order for an employee to be eligible for projected overtime, the employee:

- (1) must not be scheduled for vacation that day;
 - (2) must be scheduled for work for eight hours after returning from sick leave and prior to working the overtime.
- (b) Where possible, the above mentioned rotation system shall also apply to unscheduled overtime. However, this shall not apply to continuous work which requires an employee to work beyond his/her regular shift.
- (c) In accordance with the above, overtime shall be awarded on a reasonably equal basis.
- (d) Where possible, the County will schedule weekend overtime on the preceding Thursday.
- (e) If overtime requirements are not satisfied by the procedures herein set forth, the employer shall have the right to assign overtime to employees at the work site where such overtime is necessary starting with the least

senior employee who did not work the last overtime and continuing in order of inverse seniority until all requirements for overtime are met.

Section 4.

For the purposes of this Article, "hours worked" shall include eight (8) hours on a scheduled holiday whether or not an employee is required to work on such holidays.

Section 5.

An employee shall not be entitled to receive overtime compensation unless such overtime has been scheduled and authorized by his or her department head or their designees prior to such overtime being worked.

Section 6.

If an employee shall be recalled for work at any time outside regular working hours of the employee, or on any day when he or she would normally be off duty, the employee shall receive at least three (3) hours' work at the applicable rate of pay.

Section 7.

Employees shall be entitled to a five (5) minute washup period immediately prior to such employee's scheduled lunch period. Employees, other than those in classifications regularly assigned to perform work in the Motor Shop and who actually perform work in the Motor Shop, shall be entitled to a five (5) minute washup period immediately prior to such employee's scheduled completion of work for the work day. Employees in classifications regularly assigned to perform work in the Motor

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Shop and who actually perform work in the Motor Shop shall be entitled to a ten (10) minute washup period immediately prior to such employee's scheduled completion of work for the work day. Employees who are assigned the function and actually use or apply pesticides shall be entitled to a twenty (20) minute shower period prior to such employee's scheduled completion of work for the work day (inclusive of the five (5) minute washup period) on days when such employees are assigned the function and actually use or apply pesticides. This group of employees shall include the mechanic who repairs spray equipment on days when the mechanic makes repairs to such equipment that has just been used for spraying.

The Employer will conduct blood test for cholinesterase levels by a County doctor at the Employer's expense during the months of April, July and October of each calendar year. Blood samples shall be taken during the employee's regularly scheduled work time where possible. Newly hired employees are to be tested for cholinesterase levels during their pre-employment physical. The Union will use its best efforts to encourage all bargaining unit employees who handle, mix or apply pesticides to be tested.

Section 8.

Employees shall be entitled to one (1) ten (10) minute coffee break as may be scheduled in the morning before the lunch period and one (1) ten (10) minutes coffee break as may be scheduled in the afternoon after the lunch period.

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Section 9.

The Employer shall have the right to make temporary transfers of any employee covered by the terms of this Agreement and said transfers shall be made in accordance with Department of Personnel rules and regulations pertaining thereto.

Section 10.

There shall be no pyramiding of premium pay and whenever two (2) or more premium rates are applicable to particular hours worked only the highest rate shall be paid.

Section 11.

From November 1 to March 1 of each year, during the term hereof, Ice Rink Building Maintenance Workers shall be paid an additional ten (10¢) cents per hour over their base rate for working the afternoon shift.

ARTICLE X

LONGEVITY

Section 1.

All employees covered by this Agreement and employed by the County Prior to January 1, 1973, shall be entitled to and paid longevity payments and adjustments in accordance with the longevity policy adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto.

Said longevity payments shall be calculated and paid in accordance with the practices as they existed prior to the effective date of this Agreement.

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Any employee who was hired by the County subsequent to January 1, 1973, shall not be covered by the existing longevity program.

Section 2.

Anything herein stated to the contrary notwithstanding, it is understood and agreed that the Park Commission policy with respect to longevity, while based upon Freeholder Resolution 163, in the year 1967 was applied in an inaccurate manner. Therefore, any employees covered thereby who as of January 1, 1978 receive more longevity pay than County policy would allow shall continue to receive said longevity pay without reduction, provided, however, no additional longevity pay shall be credited to said employees until such time as the County policy would permit any increase when applied consistent with other County employees. Any employees covered by the terms of this Agreement who receive the same or less longevity pay as of January 1, 1978, as applied by County policy, shall receive additional longevity pay when due in accordance with County policy.

ARTICLE XI

VACATIONS

Section 1.

- (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 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 each 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 pro-rated basis in accordance with Section 1 above.

Section 3.

The Employer shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Employer agrees to give reasonable consideration to an employee's wish in this regard. The Employer further agrees to use reasonable efforts to permit two employees in a crew of more than seven full-time permanent employees to select a summer vacation period at the same time and permission shall not be unreasonably withheld, giving due regard to the needs of the Employer and staffing requirements.

Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 4.

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

Section 5.

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

Section 6.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to the estate of the employee, a sum of money equal to the compensation figured on the salary rate of the employee at the time of 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 reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, that employee will be charged with the unearned part of the vacation so taken. This now will be deducted from the final pay check of the employee.

Section 10.

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

ARTICLE XII

SICK LEAVE

Section 1.

Sick leave for a reasonable period of time may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care for a seriously ill member of the employee's immediate family (defined herein as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relatives residing in the employee's household); (4) death in the employee's immediate family. Up to five 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 above. Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the County.

Section 2.

If an employee is absent for reasons that entitle the employee to sick leave, the supervisor of the employee shall be notified promptly. Failure to notify the supervisor may be cause

for disciplinary action. Absences 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 begin work on the first through eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third day of the month.
- 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 return to work, to be examined by a physician designated by and at the expense of the Employer. Such examination shall establish whether the employee is capable of performing the normal duties of the job and shall confirm that a return to work will not jeopardize the health of other employees.

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 or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.

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

- (i) In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
- (ii) In the case of death in the immediate family, reasonable proof shall be required.

Section 6.

The Employer will post the sick time utilization of each employee twice a year, on or about January 15th and on or about July 15th.

Section 7.

Effective January 1, 1987, the County agrees to introduce a program of payment for unused sick leave upon retirement in accordance with the following requirements:

- (a) Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union, and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement.
- (b) Additional rules and regulations applicable to eligibility for this benefit are attached hereto as Exhibit "C" and made a part hereof.
- (c) Employees who are eligible for this benefit shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of \$7,000.00. Effective November 1, 1995

employees who are eligible for this benefit and who have 30 or more years of service solely with the County of Union shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of Ten Thousand (\$10,000) Dollars.

ARTICLE XIII

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

Employees who are employed less than one (1) year are entitled to be granted up to three (3) days off for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year are entitled to be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to his or her Department Head. The leave may only be taken if the Department Head approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment.

(a) One (1) day after four (4) months of employment.

(b) One (1) additional day after eight (8) months of employment.

(c) The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) 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 hereto, must be used in a one (1) year period and shall not be accumulative from year to year.

ARTICLE XIV

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

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MASTRO & MURPHY

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(908) 580-1776

ARTICLE XV

JURY DUTY

Section 1.

An employee summoned for jury duty shall receive regular pay from the Employer for such period. Such employee shall report for work while excused from attendance in court unless it is impossible or unreasonable for the employee to do so.

Section 2.

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

ARTICLE XVI

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1995:

New Year's Day	Sunday, January 1, 1995 (celebrated Mon. Jan. 2, 1995)
Martin Luther King's Birthday	Sunday January 15, 1995 (celebrated Mon. Jan. 16, 1995)
Lincoln's Birthday	Sunday, February 12, 1995 (celebrated Mon. Feb. 13, 1995)
Washington's Birthday	Monday, February 20, 1995
Good Friday	Friday, April 14, 1995
Memorial Day	Monday, May 29, 1995
Independence Day	Tuesday, July 4, 1995
Labor Day	Monday, September 4, 1995
Columbus Day	Monday, October 9, 1995
Election Day	Tuesday, November 7, 1995
Veteran's Day	Saturday, November 11, 1995 (celebrated Fri. Nov. 10, 1995)
Thanksgiving Day	Thursday, November 23, 1995
Day After Thanksgiving Day	Friday, November 24, 1995
Christmas Day	Monday, December 25, 1995

Section 2.

The Employer has designated the following days as holidays for the year 1996:

New Year's Day	Monday, January 1, 1996
Martin Luther King's Birthday	Monday, January 15, 1996
Lincoln's Birthday	Monday, February 12, 1996
Washington's Birthday	Monday, February 19, 1996
Good Friday	Friday, April 5, 1996
Memorial Day	Monday, May 27, 1996
Independence Day	Thursday, July 4, 1996
Labor Day	Monday, September 2, 1996
Columbus Day	Monday, October 14, 1996
Election Day	Tuesday, November 5, 1996
Veteran's Day	Monday, November 11, 1996
Thanksgiving Day	Thursday, November 28, 1996
Day After Thanksgiving Day	Friday, November 29, 1996
Christmas Day	Wednesday, December 25, 1996

Section 3.

The Employer has designated the following days as holidays for the year 1997:

New Year's Day	Wednesday, January 1, 1997
Martin Luther King's Birthday	Monday, January 20, 1997
Lincoln's Birthday	Wednesday, February 12, 1997
Washington's Birthday	Monday, February 17, 1997
Good Friday	Friday, March 28, 1997
Memorial Day	Monday, May 26, 1997
Independence Day	Friday, July 4, 1997
Labor Day	Monday, September 1, 1997
Columbus Day	Monday, October 13, 1997
Election Day	Tuesday, November 4, 1997
Veteran's Day	Friday, November 11, 1997
Thanksgiving Day	Thursday, November 27, 1997
Day After Thanksgiving Day	Friday, November 28, 1997
Christmas Day	Thursday, December 25, 1997

Section 4.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus payment at straight time their regular rate of pay for all hours actually worked on the holiday, subject to the overtime provision set forth in this Agreement.

ARTICLE XVII

SALARIES

Section 1.

- (a) Effective January 1, 1995 - 3.0%
- (b) Effective January 1, 1996 - 3.5%
- (c) Effective January 1, 1997 - 3.5%

Employees hired on or after November 1, 1995 in the laborer classification shall have a salary range in 1995 from \$24,351.00 to \$30,310.00. There shall be 10 steps in the new salary guide with increments in the amount of \$595 per step. Effective January 1, 1996 this salary range shall be increased by 3.5% and effective January 1, 1997 it shall be increased again by 3.5%.

Section 2.

The salaries set forth in Exhibit "A" shall consist of a hiring rate and additional steps as indicated which are required to reach the maximum rate for the classification.

- (a) Step progression is based on merit consideration.
- (b) No employee shall be paid less than the hiring rate or more than the maximum rate.

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Section 3.

During the term of this Agreement, adjustments in rates of pay shall be as follows:

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

Section 4. Performance Evaluation. The County intends to implement an employee evaluation system that may impact on the issuance of 1997 increments. The parties agree that if an increment is to be withheld, some level of written disciplinary action must have occurred to support the unsatisfactory evaluations that results in the withholding of an increment. If an employee receives an unsatisfactory evaluation that results in

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1991 590-1775

the withholding of an increment, a review period consisting of 3 month intervals shall be established for the purpose of determining whether or not the reasons for the unsatisfactory evaluation have been corrected. When the reasons for the unsatisfactory evaluation are corrected, the increment may be reinstated either prospectively or with partial or complete retroactivity. The denial of any increment can be subject to the Grievance Procedure set forth in the contract.

Section 5.

Any employees, upon promotion, may receive a salary increase effective the date of promotion. Employees receiving promotions shall receive an increase at least equivalent to the highest increment applicable to the lesser classification.

Section 6.

Anything herein stated to the contrary notwithstanding, any one hired after the date of the signing of the Agreement will start at the minimum rate.

Section 7.

License compensation. During the first year of this Agreement, the Employer shall continue to pay Six Hundred (\$600.00) Dollars additional compensation which is to be added to the base annual wage as set forth on Exhibit "A" to the following bargaining unit employees who are required by the Employer to obtain and maintain license certification in connection with their assigned duties:

Greenskeeper -- Certified Pesticide Applicator's license.

Assistant Supervising Greenskeeper -- Certified Pesticide Applicator's license.

Senior Gardener -- Certified Pesticide Applicator's license.

Gardener -- Certified Pesticide Applicator's license.

Treeclimber -- Certified Pesticide Applicator's license.

Recreational Maintenance Worker -- Certified Pool Operator.

Assistant Supervisor Recreational Maintenance -- Certified Pool Operator.

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

Effective January 1, 1995 the County shall continue to pay to those employees covered by this Agreement who are included as one of the thirty-six (36) designated employees 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 (\$600.00) Dollars or Eight Hundred (\$800.00) Dollars which shall be added to base pay. Effective November 1, 1995, the number of employees designated to receive CDL shall be 40 and the amount of CDL for the additional four employees shall be Six Hundred (\$600.00) Dollars per annum. The list of designated employees for CDL is attached as Exhibit "B".

Effective January 1, 1996 and thereafter, those employees receiving a CDL stipend will continue to receive that stipend so long as they maintain their Commercial Drivers License. If the CDL is revoked and the stipend removed, the stipend will be

reinstated if the CDL is reinstated provided the employee remains in the continuous employment of Union County. No further stipend will be paid to other employees who are not on the list of 40 on account of CDL, and employees in titles that require CDL must obtain and maintain such CDL as a condition of employment.

Effective January 1, 1996 and for the remaining term of this agreement, the amount of additional compensation for Pesticide Applicators and Pool Operators who receive Six Hundred (\$600.00) Dollars per annum shall be increased by Fifty (\$50.00) Dollars to Six Hundred and Fifty (\$650.00) Dollars per annum.

ARTICLE XVIII

BULLETIN BOARDS

Section 1.

The Employer shall provide space on existing bulletin boards for use of the Union in posting notices restricted to the following types:

- (a) Notices of recreational and social affairs.
- (b) Notices of elections, appointments and results of elections.
- (c) Notices of Union meetings.
- (d) Other notices concerning Union affairs which are not political or controversial in nature.

Copies of all such notices, before they are posted, shall be submitted to the Personnel Department of the County of Union for approval.

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ARTICLE XIX

DISCRIMINATION OR COERCION

EQUAL EMPLOYMENT

Section 1.

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership.

Section 2.

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

ARTICLE XX

LEAVE OF ABSENCE

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

Employees serving on leave of absence without pay under circumstances that qualify under The Family and Medical Leave Act

of 1993 (FMLA) and the New Jersey Family Leave Act (NJFLA) will have such leave considered to be taken under and in accordance with the applicable provisions of the FMLA or the NJFLA.

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

ARTICLE XXI

MISCELLANEOUS

Section 1.

During the term of this Agreement, neither party hereto may add to or subtract from the provisions contained herein. This Agreement contains the entire understanding between the parties hereto.

Section 2.

During the term of this Agreement neither party will be required to negotiate with respect to any subject matter whether or not covered by this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3.

All of the employees covered by this Agreement shall also be subject to and abide by such policies in effect and as may be adopted by the Board of Freeholders and/or the County Manager of the County of Union.

Section 4.

In the event of Federal and 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. However, all other Articles and Sections not so invalidated shall remain in full force and effect.

Section 5.

The Employer will continue to provide a Drug Prescription Plan with co-payment provisions as follows:

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

There shall be no flow through of prescription co-payments to the Major Medical portion of the health insurance coverage.

Effective November 1, 1995, the Drug Prescription Plan shall be modified as follows:

(A) Co-payment provisions shall be:

- \$10.00 co-pay per prescription for brand name and where generic is available;
- \$5.00 co-pay per prescription for brand name where no generic is available or brand name is required by the doctor;
- \$3.00 co-pay per prescription for generic;
- No co-pay for mail order prescription.

(B) The prescription network known as Medco (CCNII Network) will be implemented.

Section 6.

During 1995, the County of Union will continue to provide a Basic Dental Plan at a cost not to exceed the sum of Fifty (\$50.00) Dollars on an annual basis for each said employee.

Section 7.

The County shall reimburse an employee for the reasonable cost of repair and replacement of prescriptive 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 County shall reimburse the employee for the reasonable cost thereof as provided herein.

Section 8.

During 1995, the Employer shall continue to contribute the sum of \$50.00 per employee per year towards the cost of a Disability Plan. Employees shall contribute by way of payroll deduction towards the payment for this plan to the extent that the

cost exceeds \$50.00 per year per employee. The Plan shall be applicable to all employees covered by the bargaining unit.

Section 9.

Effective January 1, 1996, the payments made by the County for the dental plan, the disability plan and clothing will be lumped together and made available to the employees covered by this Agreement. The amount of payment shall be \$600.00 in 1996 and \$650.00 in 1997. The employees are required to maintain work uniforms in proper conditions. Employees must notify the County at the beginning of each calendar year (1996 and 1997) of the election, if any, to utilize the dental plan which can include Health Plex or the current dental plan with 80%/20% coverage up to \$1,000.00 for either single or family coverage. The employee shall be responsible for payment of the cost of any plan so elected. The same procedure will apply to disability insurance coverage.

Section 10.

Bargaining unit employees shall be entitled to receive a meal allowance of Six (\$6.00) Dollars provided they worked three hours overtime after their regular scheduled work day or five consecutive hours if called in for overtime.

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Section 11.

Any employee shall have the right to respond to any materials placed in the employee's departmental personal file.

Section 12.

The County agrees to continue a program of subsidization of health insurance cost for retirees who were represented by the Association under the terms of the labor contract with the County at the time of retirement. The conditions and requirements for retirees to receive the benefit of this subsidization program are set forth on Exhibit "D" which is attached hereto and made a part hereof.

Section 13.

The Employer reserves the right to change or modify existing carriers which provide health benefits, disability benefits, dental benefits or drug prescription benefits at any time during the term of this Agreement, provided that the coverage is substantially similar to the coverage then in effect. The Employer will give 30 days prior notice to the Association of its intention to change any such coverage and will meet with representatives of the Association if requested.

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

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



Section 11.

Any employee shall have the right to respond to any materials placed in the employee's departmental personal file.

Section 12.

The County agrees to continue a program of subsidization of health insurance cost for retirees who were represented by the Association under the terms of the labor contract with the County at the time of retirement. The conditions and requirements for retirees to receive the benefit of this subsidization program are set forth on Exhibit "D" which is attached hereto and made a part hereof.

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

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

2. Co-payment by employees for Major Medical coverage shall be twenty (20%) percent of the first Five Thousand (\$5,000.00) Dollars of eligible expenses.

3. Pre-Admission Review (PAR) with fifty (50%) percent cut back and Mandatory Second Surgical Opinion (MSSOP) with fifty (50%) percent cut back.

Employees with dependent coverage shall pay Ten (\$10.00) Dollars per month as a co-payment for the cost of that insurance through payroll deduction. This co-payment is to be implemented to cover the cost increases of insurance premiums over the base year of May 1, 1992 to April 30, 1993, and the co-payment will be adjusted if the full Ten (\$10.00) Dollars per month is not required to cover the cost increases.

Effective November 1, 1995 or as soon thereafter as possible, the Blue Cross/Blue Shield Health Insurance coverage program known and designated as "Blue Select" will replace the traditional indemnity health insurance coverage currently being provided by the Employer. Employees who retire after the implementation of the "Blue Select" plan will be able to submit prescription charges to that plan in the same manner and under the same terms and conditions as current retirees are able to submit their prescription charges.

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ARTICLE XXII

CLOTHING

Section 1.

The County shall provide such rain protective clothing and safety gear as the County seems necessary. The care and security of such protective clothing and safety gear shall be the responsibility of the employee to whom such protective rain clothing and safety gear are issued. Rain gear for stable workers are being kept in a central area and not issued individually and supervisors will issue the rain gear as needed to stable workers. Hip boots will be added to the central area supplies and will be issued on an as needed basis and will not be issued individually.

Section 2.

During 1995, the Employer shall continue to provide all employees covered by this Agreement with a clothing allowance of Three Hundred and Fifty (\$350.00) Dollars per annum to purchase and maintain their own uniforms, coveralls, jackets and work shoes as designated by the Employer. This payment shall be made on or before April 1, 1995. In 1996 and 1997, this clothing allowance shall be lumped with the dental plan and disability plan allowances and shall be made available in the amounts of \$600.00 for 1996 and \$650.00 for 1997, all as more specifically set forth in Section 9 of Article 21, Miscellaneous. This lump sum shall be prorated on a monthly basis for new hires during the remainder of the calendar year in which they were hired.

In addition to the lump sum payment, the County will continue to furnish each employee with three (3) T-shirts for Summer use per year during the term of this Agreement. The County will also continue to provide employees with work gloves which shall be replaced on an as needed basis and paper throw-away coveralls to bargaining unit mechanics when performing brake and clutch work.

ARTICLE XXIII

TOOLS

Section 1.

All employees, other than auto-mechanics, masons, carpenters, plumbers, assistant master craftsmen and electricians, shall be provided such tools as the County deems necessary in order for the proper performance of their work. Auto-mechanics, masons, carpenters, plumbers, assistant master craftsmen and electricians, shall provide their own tools common to their respective trades.

Section 2.

Effective upon the execution of this Agreement, the Employer will supply tools at its cost and expense to employees set forth in Section 1, however, said tools shall remain the property of the County of Union.

ARTICLE XXIV

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:

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(a) The employee shall notify the Supervisor 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 full pay up to the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or 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 the temporary disability Workmen's Compensation checks and not receive any additional monies from the County and not have any charge made to sick leave accumulation, or if the employee wishes to receive full pay and charge sick leave accumulation, the employee shall be permitted to do so

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provided the employee turns over to the County any temporary disability check or checks received from the County 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 seven (7) days or less arising out of an injury or illness attributable to employment so that the employee is not entitled to receive temporary disability benefits, the employee shall not have any charge made against sick leave accumulation so long as the employee substantially proves that the illness or injury arose out of employment of the employee with the County.

ARTICLE XXV

DURATION

Section 1.

Except as otherwise specifically provided, this Agreement shall be in effect from January 1, 1995 through December 31, 1997.

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

LAW OFFICES

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MASTRO & MURPHY

A PROFESSIONAL CORPORATION

45 INDEPENDENCE BOULEVARD

P.O. Box 112

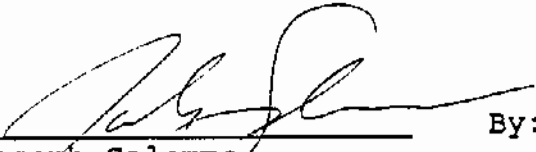
LIBERTY CORNER, N.J. 07938

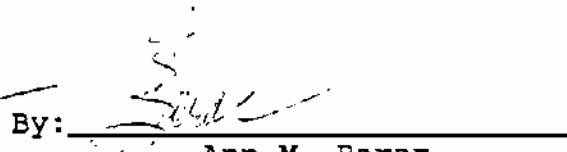
PHONE 580-1776

IN WITNESS WHEREOF, the parties have caused same to be executed by its respective officers or agents on this 14th day of November, 1995.

WITNESSETH:

COUNTY OF UNION

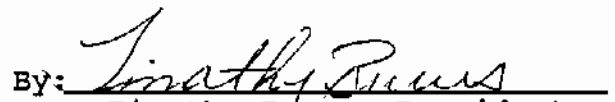
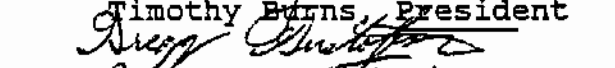
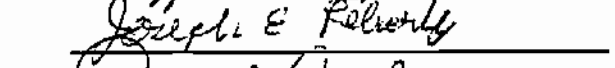

By: 
Joseph Salemme
Director, Administrative
Services

By: 
Ann M. Baran
County Manager

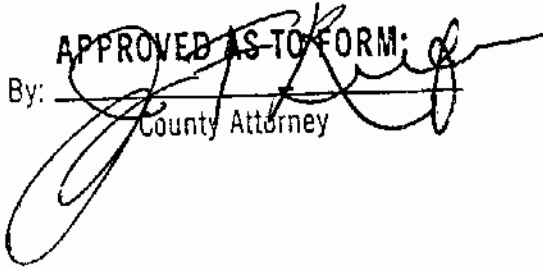
ATTEST:

UNITED ELECTRICAL, RADIO AND MACHINE
MACHINE WORKERS OF AMERICA (UE) AND
ITS AFFILIATE UE LOCAL NO. 494,
PARK MAINTENANCE, CRAFTSMEN
AND MECHANICS ASSOCIATION CORP.

By: _____

By: 
Timothy Burns, President




42313

APPROVED AS TO FORM:
By: 
County Attorney

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A PROFESSIONAL CORPORATION
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(609) 560-1778

COMMERCIAL DRIVER'S LICENSE

<u>EMPLOYEE</u>	<u>TITLE</u>	<u>CDL CLASS</u>
BARONE, J.	REC MAIN WORKER	A
BURBACH, M.	TREE CLIMBER	A
BURNS, T.	REC MAIN WORKER	B
CARAVANO, J.	REC MAIN WORKER	A
CHAPPOTIN, A.	LABORER	B
CORALLO, J.	REC MAIN WORKER	B
DIDGEON, D.	LABORER	B
DUSAK, M.	REC MAIN WORKER	A
ETTORE, M.	LABORER	B
FELLNER, K.	LABORER	B
FISHER, J.	ASST SUPR REC MAIN.	A
FUENTES, F.	LABORER	A
GARCIA, M.	REC MAIN WORKER	B
GORMLEY, J.	GREENSKEEPER	A
HAMILTON, C.	ASST SPVG GREENSKEEPER	A
HENDRICKSEN, R.	LABORER	B
JOHNSON, K.	REC MAIN WORKER	A
JOHNSTON, H.	ASST SUPR REC MAIN.	A
JONES, L.	REC MAIN WORKER	B
LACKOWITZ, R.	ASST SPVG GREENSKEEPER	A
MACDERMANT, J.	GREENSKEEPER	A
MARCHIONE, P.	GARDENER	A
MARCIANO, K.	ASST SUPR REC MAIN.	A
MOHWINKEL, M.	REC MAIN WORKER	A
PEZZUTO, V.	EQUIPMENT OPERATOR	A
REIMLINGER, P.	ASST SUPR REC MAIN.	A
RHODES, R.	GREENSKEEPER	A
RODRIGUEZ, R.	REC MAIN WORKER	A
RYAN, T.	REC MAIN WORKER	A
SHERIDAN, J.	TREE CLIMBER	B
SHERTEL, M.	TREE CLIMBER	B
SMALDONE, F.	REC MAIN WORKER	A
STEPHENS, K.	REC MAIN WORKER	A
TOMASZEWSKI, M.	REC MAIN WORKER	B
TULLO, C.	GREENSKEEPER	A
URBAN, H.	REC MAIN WORKER	A
URBANSKI, G.	SENIOR GARDENER	A
VELTRE, L.	REC MAIN WORKER	B
WILLIAMSON, R.	REC MAIN WORKER	A
WILSON, F.	TREE CLIMBER	B

LAW OFFICES

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A PROFESSIONAL CORPORATION

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25 INDEPENDENCE BOULEVARD

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(1939-1990)

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NEW YORK, N.Y. 10017
(212) 682-5844

IN REPLY PLEASE REFER
TO FILE NO.

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DANIEL P. MURPHY : 2

OF COUNSEL

FRANK X. McDERMOTT : 1 : 2)

ALSO D.C.(1) N.Y.(2)
PA.(3) MD.(4) CO.(5)

October 17, 1995

Mr. Peter Knowlton, Representative
United Electrical, Radio & Machine
Workers of America
370 Grand Street
Paterson, New Jersey 07505

Re: Union County -and- UE Local 494,
Park Maintenance, Craftsmen & Mechanics
- Stable Workers Work Schedule

Dear Peter:

Pursuant to our recently concluded negotiations, the parties agree to set forth understandings reached concerning the work schedule for Stable Workers in a side letter of agreement as follows:

The County agrees that it will make every reasonable effort to develop staffing levels required to provide at least one weekend (Saturday and Sunday) off during each 6 week work period for each full-time stable worker. This program will be implemented as soon as possible following ratification of a new collective negotiations agreement between the parties. The Union will be advised of the weekend off work schedule and will also be advised promptly in the event that there is any disruption in that schedule that may affect a weekend off. The County and the Union shall agree to the revised work schedule prior to its implementation.

Mr. Peter Knowlton
UE Local No. 494
October 17, 1995

The County and the Union agree that contract language applicable to work schedules will be deemed modified or waived as may be required to accomplish the adjustment in work schedule for stable workers. Any such changes in the work schedule shall only be applied to the stable workers and shall not otherwise amend, change or delete any other articles or provisions of the contract or County policy.

Very truly yours,



Frederick T. Danser, III

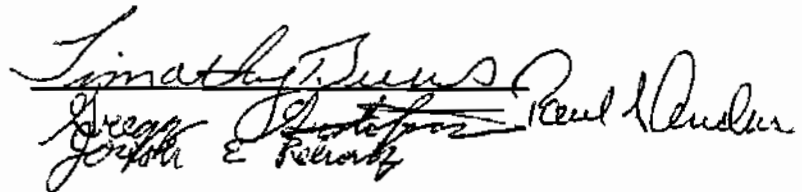
FTD:ak

cc: Joseph L. Salemme,
Director Administrative Services
Gregory Hardoby, Dir.
Div. of Personnel Mgmt. & Labor Relations

The within letter accurately sets forth the terms agreed to by the parties.

UNITED ELECTRICAL, RADIO
AND MACHINE WORKERS
OF AMERICA (UE)

Date: 11/14/95

By: 
COUNTY OF UNION

Date: _____

By: 

38544

APPROVED AS TO FORM:
By: 
County Attorney

COUNTY OF UNION

PARK MAINTENANCE, CRAFTSMEN, AND MECHANIC
1995 -1997

TITLE	HRS W	STEP	09/01/94		INCRMNT.	01/01/9	
			(2.5%) MIN	(2.5%) MAX		(3.0%) MIN	(3.0%) MAX
ASST SUPV'NG GREENSKeeper	40	4	34,409	37,357	737	35,441	38,478
ASST SUPV'NG GRNSKPR (PEST APPL LIC.)	40	4	35,009	37,957	737	36,041	39,078
ASST SUPV'R REG MAINT	40	4	32,453	35,675	806	33,427	36,745
ASST SUPV'R REG MAINT (POOL OPR LIC.)	40	4	33,053	36,275	806	34,027	37,345
BLDG MAINT WORKER	40	4	26,521	28,418	474	27,317	28,271
BLDG MAINT WORKER (HIRED PRIOR 1982)	40	0	FLAT	28,684	0	FLAT	28,545
CARPENTER	40	4	31,141	33,496	589	32,075	34,601
ELECTRICIAN	40	4	30,429	32,785	589	31,342	33,769
ELECTRICIAN (ELECTRCL CONTRACTORS LIC)	40	5	33,081	36,357	655	34,073	37,448
EQUIPMENT OPR	40	4	29,798	31,789	498	30,692	32,743
GARDENER	40	4	29,285	31,277	498	30,184	32,215
GARDENER (PEST APPL LIC.)	40	4	29,885	31,877	498	30,764	32,815
GREENSKeeper	40	4	29,285	31,277	498	30,184	32,215
GREENSKeeper (PEST APPL LIC.)	40	4	29,885	31,877	498	30,784	32,815
LABORER	40	4	27,073	29,427	589	27,883	30,310
LABORER (HIRED AFTER 9/1/95)	40	10				24,250	30,310
MAINT RPR	40	4	30,399	32,755	589	31,314	33,738
MAINT RPR CARPENTER	40	4	30,399	32,755	589	31,314	33,738
MAINT RPR ELECTRICIAN	40	4	28,341	30,563	556	29,191	31,480
MAINT RPR PAINTER	40	4	28,186	30,584	600	29,032	31,502
MAINT RPR PLUMBER	40	4	30,399	32,755	589	31,314	33,738
MASON	40	4	32,531	34,887	589	33,507	35,934
MECH RPR LIGHT EQUIPMENT	40	4	28,516	31,363	712	29,371	32,304
MECHANIC	40	4	30,399	32,755	589	31,314	33,738
PAINTER	40	4	28,186	30,584	600	29,032	31,502
PLUMBER	40	4	30,399	32,755	589	31,314	33,738
RECREATION MAINT WORKER	40	4	28,186	31,277	618	29,032	32,215
RECREATION MAINT WORKER (POOL OPR LIC)	40	5	28,786	31,877	618	29,632	32,815
SR CARPENTER	40	5	33,165	36,014	570	34,160	37,094
SR GARDENER	40	4	32,453	35,675	806	33,427	36,745
SR GARDENER (PEST APPL LIC.)	40	4	33,053	36,275	806	34,027	37,345
SR MECHANIC	40	5	32,037	34,887	570	32,996	35,934
SR PAINTER	40	4	30,874	33,069	549	31,800	34,061
SR STOREKEEPER	40	5	28,106	31,277	618	29,032	32,215
SR TREE CLIMBER	40	4	31,845	35,641	949	32,800	36,710
SR TREE CLIMBER (PEST APPL LIC.)	40	4	32,445	36,241	949	33,400	37,310
STABLEWORKER	40	5	28,186	30,584	480	29,032	31,502
STOREKEEPER	40	4	26,327	28,684	589	27,117	29,545
TREE CLIMBER	40	4	28,516	31,363	712	29,371	32,304
TREE CLIMBER (PEST APPL LIC.)	40	4	29,116	31,963	712	29,971	32,904
TREE CLIMBER (HIRED PRIOR 1982)	40	0	FLAT	32,755	0	FLAT	33,738
TREE CLIMBER (HIRED PRIOR 1982-PEST APP	40	0	FLAT	33,355	0	FLAT	34,338
WELDER	40	4	30,399	32,755	589	31,314	33,738