

**AGREEMENT**

**Between COUNTY**

**OF UNION And**

**PARKS MAINTENANCE UNION**

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**EFFECTIVE: JANUARY 1, 2019 TO DECEMBER 31, 2022**

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AGREEMENT

PREAMBLE

This Agreement made this \_\_\_\_ day of November 2021, by and between the COUNTY OF UNION, hereinafter called the "Employer" and PARKS MAINTENANCE UNION, 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 promises and mutual agreements herein contained, the parties hereto agree to and with each other as follows:

ARTICLE I.  
RECOGNITION

The Employer hereby recognizes the PARKS MAINTENANCE UNION as the exclusive representative for the employees engaged as blue-collar employees and assistant supervisors 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 Commissioners and/or the Employer 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

Commissioners, the Employer or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Commissioners, the Employer or other designees hereby retain and reserve unto themselves, without limitation, all powers, rights, 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.

Section 4.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Commissioners, the Employer 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 Commissioners, the Employer 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 Manger 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 authorization shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Union to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of her/her employment. Once the Employer's payroll clerk receives the request, it will notify the Union within five (5) business days. The properly filed withdrawal will become effective on the 30<sup>th</sup> day after the employee's anniversary date of employment.

An employee may elect to pay a representation fee to the Union. 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.

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 Decisions, 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.

Any person who becomes an employee after January 1, of any calendar year, shall only be charged one-twelfth (1/12<sup>th</sup>) of the representation fee for each month for the balance of the year of the employee's first year of employment.

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.

The Union will notify the Employer, 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.

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.

#### Section 4.

Pursuant to the Workplace Democracy Enhancement Act, the County shall provide the Union access to negotiation unit employees including but not limited to:

- (a) The right to meet with individual negotiation unit employees during the work day to investigate and discuss grievance, workplace-related complaints, and other workplace issues;
- (b) The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, to discuss workplace issues, collective negotiations, the administration collective negotiations agreements, other matters related to the duties of the Union, and internal union matters involving the governance or business of the Union.
- (c) The right to meet with new employees for a minimum of 30 minutes within 30 calendar days from the employee's date of hire, without charge for such time against the employee's pay or leave time; and
- (d) The right to e-mail negotiation unit employees who have County e-mail accounts for the purpose of communication with negotiation unit employees regarding collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.

The County will provide the following contact information to the Union within 10 calendar days of the date of hire of a unit member in Excel or other agreed upon file format: (1) name, job title, work site location, home address, work telephone number and any home or personal cellular telephone numbers on file with the public employer, date of hire and work email address and any personal email address on file with the public employer; (2) every 120 calendar days beginning on January 1st, the County will provide the Union in the same format the following information for all unit employees: name, job title, work site location, home address, work, home and personal cellular telephone numbers, date of hire and work email address and personal email address on file with the public employer.

The Union shall have the right to use Union County buildings and other facilities that are owned or leased by Union County and/or other government entities to conduct meetings with negotiation unit employees regarding collective negotiations, the administration of collective negotiation agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with Union County operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or the purpose of distributing literature or information regarding partisan elections.

#### 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.

##### 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 access to a member of the negotiations unit if that member requires representation.

Section 4.

Effective upon the execution of this Agreement, the Union President or his/her designee shall be permitted two (2) days off per month solely to attend to Union business and shall not be subjected to any restriction. The President shall provide reasonable advance notice for leave for union business and shall request such leave using the appropriate leave form.

The Executive Board shall be granted release time to participate in collective negotiations with the Employer. All negotiations shall begin between 8 am and 10 a.m. Executive Board members may be granted release time immediately prior to negotiations for the purpose of meeting with any attorney or consultant.

ARTICLE V.  
NO STRIKE-OUT 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. Minor disciplinary action (suspensions of 5 days or less) shall be subject to the grievance procedure.

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 Employer or designee of the Employer for review. The Employer 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 Employer 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 Employer level, then the Union, within thirty (30) working days of receipt of the answer given by the Employer, 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 Employer 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.

- (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 Employer, 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, below, 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.

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 Employer 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 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 and 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, 2001, the regular hours of work at parks shall be as follows:

- (a) Summer hours (first Monday in May though first week after Labor Day) shall consist of two shifts:  
6:30 AM – 3:00 PM and 7:00 AM – 3:30 PM. Summer hours only apply to park maintenance employees; they do not apply to shade tree employees.
- (b) Winter hours are as follows:  
Monday after Labor Day      7:00 AM – 3:30 PM

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 ½) 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 in the service yard where the overtime is occurring and whose names appear at the top of the overtime seniority list according to classification and section, 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. Once the service yard's respective seniority list is exhausted, overtime will be offered to other service yards based on the main seniority list as agreed to. 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.

(f) No supervisor will come in for overtime in lieu of a bargaining unit employee unless all bargaining unit employees have declined the overtime opportunity.

Employees may choose compensatory time in lieu of overtime with the approval of the employee's Supervisor. Upon execution of this Agreement, 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.

Section 4.

For the purpose 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 four (4) hours' work at the overtime rate of pay. The employer may require any employee recalled for work to remain at work for the full four (4) hour period. Call-in pay for snow emergencies shall begin from time of call as long as employees arrive for work within one (1) hour of the call.

Section 7.

Employees shall be entitled to five (5) minute wash -up 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 wash - up 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 Shop and who actually perform work in the Motor Shop shall be entitled to a ten (10) minute wash- up 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 wash-up 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.

Section 8.

Employees shall be entitled to one twenty (20) minute break in the morning.

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.

Effective upon the execution of this Agreement, Building Maintenance workers will work Monday to Friday, eight (8) hours per day from December 1<sup>st</sup> to March 1<sup>st</sup> of each year.

Section 12.

Upon execution of this Agreement, employees may 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.

Section 13.

Effective upon the ratification of the memorandum of agreement, the Employer shall establish an on call program for Tree Maintenance Workers. The County will seek two (2) volunteers for each week. If no one volunteers or only one (1) employee volunteers, the County shall assign employees using a rotating reverse seniority list. The list of the employees who wish to participate along with the two-man rotation schedule which shall provide at least four



(4) weeks of coverage will be presented to the Bureau Chief no later than one (1) week in advance of the start of the schedule. The on call period shall run from Friday immediately following the conclusion of the work day to the following Friday at the beginning of the work day. Tree Maintenance Workers shall receive an on call stipend equal to (fifteen) 15 hours calculated at the employee's regular hourly rate for each week on call. Employees shall receive an additional three (3) hours for any week during which a holiday falls. Any Tree Maintenance Worker required to respond to an emergency while on call shall be compensated at the employees' overtime rate for the length of the emergency. Tree Maintenance Workers shall be permitted to "swap" on call weeks with other Tree Maintenance Workers subject to the approval of the Division or the Department Head. The ultimate responsibility for covering the on call period shall remain at all times with the Tree Maintenance Worker who has been designated to be on call for that week period. In lieu of disciplinary action, any Tree Maintenance Worker who fails to respond while on call will not be entitled to any portion of the stipend and the person serving as the replacement shall instead be entitled to the stipend. Any on call swaps must be communicated to the Bureau Chief/Supervisor no later than 3:00 p.m. on the Friday before the on call is to start.

## 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 Commissioner 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.

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 Commissioner 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.

Section 11.

Upon execution of this Agreement, employees may use one vacation day in half day increments.

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 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.
- (g) Effective upon execution of this Agreement, sick leave may be taken in quarter (1/4) day increments.

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.

(1) In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

(2) 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 15<sup>th</sup> and on or about July 15<sup>th</sup>.

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 days pursuant to the schedule set forth in Exhibit C.

Section 8.

Effective January 1, 2015, a Sick Leave Incentive Program shall be implemented. If an employee does not use any sick time during each quarter, he/she will be entitled to a payment of \$200.00. Part-time employees shall be entitled to a pro-rata share of the payment.

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. 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 circumstance.

Section 3.

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

Section 4.

The County will insure that the above stated policy is uniformly applied in all sections of Park Operations and that such requests for leave within the scope of the above captioned criteria shall not be unreasonably declined.

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 the funeral of spouse, child or step-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 or step-mother, father or step-father, sister or step-sister, brother or step-brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relatives residing at employee's household.

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 2019:

New Year's Day	Tuesday, January 1, 2019
Martin Luther King's Birthday	Monday, January 21, 2019
Lincoln's Birthday	Tuesday, February 12, 2019
Washington's Birthday	Monday, February 18, 2019
Good Friday	Friday, April 19, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Tuesday, July 4, 2019
Labor Day	Monday, September 2, 2019
Columbus Day	Monday, October 14, 2019
Election Day	Tuesday, November 5, 2019
Veteran's Day	Monday, November 11, 2019
Thanksgiving Day	Thursday, November 28, 2019



Day After Thanksgiving Day	Friday, November 29, 2019
Christmas Day	Wednesday, December 25, 2019

**Section 2.**

The Employer has designated the following days as holidays for the year 2020:

New Year's Day	Wednesday, January 1, 2020
Martin Luther King's Birthday	Monday, January 20, 2020
Lincoln's Birthday	Monday, February 12, 2020
Washington's Birthday	Monday, February 17, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Saturday, July 4, 2020 (Celebrated Friday, July 3, 2020)
Labor Day	Monday, September 7, 2020
Columbus Day	Monday, October 12, 2020
Election Day	Tuesday, November 3, 2020
Veteran's Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
Day After Thanksgiving	Friday, November 27, 2020
Christmas Day	Friday, December 25, 2020

**Section 3.**

The Employer has designated the following days as holidays for the year 2021:

New Year's Day	Friday, January 1, 2021
Martin Luther King's Birthday	Monday, January 18, 2021
Lincoln's Birthday	Friday, February 12, 2021
Washington's Birthday	Monday, February 15, 2021
Good Friday	Friday, April 2, 2021

Memorial Day	Monday, May 31, 2021
Independence Day	Sunday, July 4, 2021 (Celebrated Monday, July 5, 2021)
Labor Day	Monday, September 6, 2021
Columbus Day	Monday, October 11, 2021
Election Day	Tuesday, November 2, 2021
Veteran's Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Day After Thanksgiving Day	Friday, November 26, 2021
Christmas Day	Saturday, December 25, 2021 (Celebrated Friday, December 24, 2021)

**Section 4.**

The Employer has designated the following days as holidays for the year 2022:

New Year's Day	Saturday, January 1, 2022 (Celebrated Friday, December 31, 2021)
Martin Luther King's Birthday	Monday, January 17, 2022
Lincoln's Birthday	Saturday, February 12, 2022 (Celebrated Friday, February 11, 2022)
Washington's Birthday	Monday, February 21, 2022
Good Friday	Friday, April 15, 2022
Memorial Day	Monday, May 30, 2022
Juneteenth	Friday, June 17, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Columbus Day	Monday, October 10, 2022
Election Day	Tuesday, November 8, 2022
Veteran's Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022

Day After Thanksgiving Day	Friday, November 25, 2022
Christmas Day	Sunday, December 25, 2022 (Celebrated Monday, December 26, 2022)

Section 5.

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.

There shall be a general wage increase as follows:

- 1/1/2019: 2.0% across the board, exclusive of increments and retroactive to the expiration of the prior contract.
- 1/1/2020: 2.0% across the board, exclusive of increments and retroactive to the expiration of the prior contract.
- 1/1/2021: 2.0% across the board, exclusive of increments for any title without a range adjustment and retroactive to the expiration of the prior contract. This shall not effect increments for titles not receiving a range adjustment.
- 1/1/2022: 2.0% across the board, exclusive of increments.

Notwithstanding anything herein to the contrary, the salary ranges, placement on the salary guide and salary provided for herein are hereby amended and supplemented pursuant to the Memorandum of Agreement, dated November 2022, attached hereto as Exhibit G and the terms of which are expressly incorporated herein. The title of Laborer 3 shall be added effective January 1, 2021, with the following ranges for 2021: \$41,078-\$64,415/\$1787.

Effective January 1, 2021, new ranges for certain titles shall be established as set forth in the attached guide.

Titles with no range adjustment shall receive a 2% increase effective January 1, 2021.

Section 2.

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 1<sup>st</sup> and June 30<sup>th</sup> shall receive their salary increment as of January 1<sup>st</sup>.

(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 1<sup>st</sup> and December 31<sup>st</sup> shall receive their salary increment as of July 1.

### Section 3.

Performance Evaluation. The County intends to implement an employee evaluation system that may impact on the issuance of 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 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 4.

Any employee promoted or reclassified to another title with a higher salary range shall be entitled to placement on the guide to provide a salary increase of at least one increment above the employee's present salary. .

### Section 5.

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 6.

License compensation. The Employer shall pay \$750.00 in 2005, \$775.00 in 2006, and \$800.00 in 2007 as additional compensation which shall be added to the base annual wage as set forth in 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.

Assistant Supervisor Trees -- Certified Pesticide Applicator's license.

Tree climber - Certified Pesticide Applicator's license.

Sr. Tree Climber - Certified Pesticide Applicator's license.

Recreational Maintenance Worker - Certified Pool Operator.

Assistant Supervisor Recreational Maintenance - Certified Pool Operator.

Certified Playground Safety Inspector

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

The Division and/or Department Director shall determine in his/her sole discretion which title of employees are required to hold a CDL and the level of endorsement. Any employee wishing to obtain a CDL A, B or Pesticide license shall not be denied the ability to obtain such license but entitlement to a stipend shall be at the discretion of the Department or Division Head. All employees required to have a CDL will be compensated as follows:

CDLA	CDLB
\$2,000	\$1,000

Any employee who currently possesses a CDL-8 will receive the COL-A Stipend upon receipt of the COL-A, not to exceed One Thousand Two Hundred Dollars (\$1200.00.) Employees assigned to the Safety Team (formerly confined space entry/ respirator) shall receive an annual stipend of \$500.00.

If the Department or Division Head determines that a new employee is required to obtain a CDL (A or B as determined by the employer), he/she must do so within 90 days of employment or as OMV scheduling permits or be subject to termination upon completion of the employee's working test period. Current employees who are required to possess a CDL A must obtain or be scheduled to obtain this license no later than March 1, 2018 or be subject to termination. Employees employed on or before September 1, 2017, who have a documented medical condition which prevents him/her from obtaining a CDL will be exempt from his requirement. The County will pay for reasonable

costs associated with outside training from an approved County vendor for an employee to obtain this license. All outside training must be approved in advance of such training.

Effective January 1, 2019, the County shall pay additional compensation, to be added to the base annual rate, to bargaining unit employees that maintain the following certifications and/or licenses:

<u>Certified Pesticide Applicators License</u>	<u>\$1,000.00</u>
<u>Certified Pool Operator</u>	<u>\$2,000.00</u>
<u>Certified Playground Inspector (1 per yard)</u>	<u>\$2,000.00</u>
<u>CDL Trainer</u>	<u>\$1000.00</u>
<u>CDL-A</u>	<u>\$2,000.00</u>
<u>CDL-B</u>	<u>\$1,000.00</u>
<u>Safety Team (Confined Space)</u>	<u>\$500.00</u>

The County will endeavor to provide CDL training in-house and during an employee's workday when feasible. In the event that an employee cannot be trained in-house, the County will reimburse an employee for outside CDL training but only with advance written approval of the County. The County agrees to reimburse employees the cost for successfully obtaining and maintaining the aforesaid certifications.

Section 7.

When a Mechanic is assigned to work as a Diesel Mechanic, they shall receive an annual stipend of \$798.00 for the time so assigned. This applies to the two mechanics assigned to the Turf Shop and the mechanic in Scotch Plains.

Section 8.

Effective January 1, 2016, paychecks will be distributed on a bi-monthly bases on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

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

The first pay for 2001 will be January 11, 2001. Employees will have a direct deposit option. Any employee hired after the execution of this Agreement, shall be required to have direct deposit unless the employee does not maintain a bank account.

Section 9.

The parties agree that the salaries of the Tree Climber, Mechanic, Sr. Mechanic and Sr. Tree Climber shall be equalized with those of Council 8 over the term of this agreement. The parties further agree that there shall be five (5) senior titles: Senior Greenskeeper, Heavy Equipment Operator, Senior Tree Climber, Senior Carpenter, and Senior Recreation Maintenance Worker. The salaries for those titles shall initially be established at 5% over and above the corresponding non -senior title.

Section 10.

The following criteria entitle employees to retroactive pay:

- Bargaining unit employees who retire after the expiration of the prior CNA;
- Those employees who are on the active payroll at the time contract is settled;
- Employees who are on leaves of absence without pay who subsequently return to active service with the Employer 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 Commissioners shall not be entitled to retroactive negotiated pay increases.

Section 11.

Salaried employees who were hired prior to January 1, 2010 and who separate from employment on or after August 1, 2011 shall be entitled to ten (10) days pay at the employee's 2009 regular rate. Such payment shall be made at the time of separation of employment.

ARTICLE XVIII. BULLETIN  
BOARDS & MAILING

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 election.
- (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.

Section 2.

The County agrees to pay the Union One Thousand Five Hundred Dollars (\$1500.00) each year to cover mailing expenses in lieu of union notifications via paychecks. The Union shall not use inter-office mail for Union business.

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 Leave 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. The parties agree that the County's policy concerning Family and Medical Leave shall be incorporated as if set forth fully herein.



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 Commissioners and/or the Employer.

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.

Effective upon the execution of this Agreement, records of minor discipline will remain on file but will not be used for the purposes of further discipline after three (3) years of a clean record on the same or similar issue. Written warnings or reprimands shall be removed from an employee's permanent file after five (5) years of a clean record on the same or similar issues. The County agrees that no employee shall be suspended prior to a departmental hearing unless the suspension is authorized by N.J.A.C. 4A:2-2.5. There shall be no suspensions for minor discipline without a hearing first. Copies of all employee disciplinary written warnings and suspensions shall be provided to the Union at the time they are given to the employee.

Section 6.

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

Section 7.

The County will make every effort to provide employees with their balance of compensatory time, sick time, etc., on a bi-annual basis.

Section 8.

Upon ratification of this Agreement, bargaining unit employees shall be entitled to receive a meal allowance of Eight (\$8.50) Dollars and Fifty Cents provided they (a) worked three (3) hours overtime after their regular scheduled work day or (b) worked five (5) consecutive hours on a non-regular scheduled work day or, (c) worked five (5) consecutive hours when called in for overtime and every consecutive five (5) hours thereafter. Effective May 1, 2010, the meal allowance shall be increased to nine dollars and fifty cents (\$9.50).

Section 9.

The County agrees to provide the Union with any memos or official documents affecting the terms and conditions of employment for union employees at least seven (7) days before implementation. All job openings and vacancies shall be posted on an appropriate bulletin board as per County policy. A copy of all job postings within the unit shall also be forwarded to the PMU President or such other person designated by the Union to receive such notices.

Section 10.

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

Section 11. Educational Fund

Recognizing the mutual commitment to education and training for employees covered by this agreement; employees are encouraged to continue their education and may present requests to attend education and training programs to their Division and/or Department Head which will be reviewed and approved by management in its discretion and consistent with the County's tuition reimbursement policy.

Section 12. Use of time After Storms

Effective January 1, 2018, employees may 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 and their Division/Department Head has been notified. 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.

Section 13.

The County shall provide the hepatitis vaccine to all bargaining unit members at County expense. Employees may waive their right to obtain this vaccine.

Section 14.

Subject to the Civil Service Rules, employees will be given preference for full time positions, openings, promotions and/or lateral transfers assuming all qualifications are equal and the change in status is recommended, in writing, by a supervisor, director and/or managerial staff.

Section 15.

Except as otherwise provided herein, all rights, privileges, and benefits which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement.

Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed or interpreted to in anyway amend, alter or affect any term or condition existing prior to the effective date, whether contemplated or unanticipated at the time of negotiations, not otherwise expressly addressed in this Agreement, including any current or past practice. The Parties agree to meet and negotiate in good faith relative to any policies, rules or other mandatorily negotiable issues not otherwise specifically provided in this Agreement.

Section 16.

Effective as of the date of this Agreement, when an employee is required to work 12 hours or more, the employee shall receive an additional ½ hour paid lunch period and an additional ½ hour paid lunch period each 5 hours thereafter.

ARTICLE XXII.  
HEALTH BENEFITS

Section 1.

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

- (a) Effective May 1, 2010, co-payment provisions 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.

- (b) 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.
- (c) The restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.
- (d) The prescription network known as Medco (CCNII Network) will be maintained.
- (e) Drug Plan Utilization Modifications:
- Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling)
  - Preferred Drug Step Therapy (General or Preferred Name Brand first) limited to PPI, SSRI and Intranasal steroid drugs
  - Clinical Intervention (Statement of medical necessity from MD) limited to Anti-Narcoleptic Agents, Weight Loss and Antineoplastic Agents

As soon as practical, the County shall modify the drug prescription plan 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

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 2.

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. 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.

Effective December 31, 2000, coverage will be 50/50 for employees and can be upgraded at the employees' option.

Effective January 1, 2006, the annual cap on the employee only basic dental plan shall be increased to \$2,000.00.

Section 3.

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 One Hundred Dollars (\$100.00) per employee per year. An employee claiming reimbursement under this clause shall present the eyeglasses which need repair or replacement to the County for examination and shall submit proof that the item was damaged or destroyed during the normal performance of the employee's duty in form satisfactory to the County. Upon repair or replacement of the broken or damaged eyeglasses, the employee shall submit proof of payment and the County shall reimburse the employee for the reasonable cost thereof as provided herein. The County agrees to pay 50% of the cost of prescription safety glasses, where necessary, for each employee one time during the contract term.

Section 4.

During the term of this Agreement, the County shall continue to contribute the sum of One Hundred Dollars (\$100.00) per employee per year towards the cost of a Disability Plan that provides a weekly benefit of Three Hundred Dollars (\$300.00) for twenty-six weeks.

Section 5.

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.

Section 6.

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-2" which is attached hereto and made of part hereof.

Section 7.

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 thirty (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:

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

Effective April 1, 2001, all current employees shall contribute Ten Dollars (\$ 10.00) per month towards the cost of health insurance coverage. Employees earning over \$55,000 per year shall contribute Twenty Five (\$25.00) Dollars towards the cost of health insurance coverage.

Employees hired after January 1, 2006, shall be eligible for health insurance coverage through CIGNA Open Access Insurance Plan. In addition, new employees shall contribute \$15.00 per month for single coverage and \$25.00 per month for family coverage. The contribution shall be increased by the proportionate annual increase in the plan cost. Employees may opt for a different plan at their own expense (the difference between CIGNA and the chosen plan). In the event these plans are changed during the term of this Agreement, new employees shall receive the least expensive of the then available plans.

Effective January 1, 2006, CIGNA OAP2/OAP3 (formerly Direct Access Plan) shall replace the Horizon PPO Plan with current co-pays maintained. CIGNA OAP5/OAP6 (formerly Horizon PPO) will still be available to employees who choose the plan with their cost being the difference between the CIGNA OAP5/OAP6 (formerly PPO) premium and CIGNA OAP2/OAP3 (formerly Direct Access) premium in any given year. There shall be no change in the level of benefits. CIGNA OAPI (formerly HealthNet POS) shall be maintained for new employees or any employee wishing to participate in that plan. New employees may participate in CIGNA OAPI (formerly Horizon PPO) or CIGNA OAP2/OAP3 (formerly Direct Access) at their expense.

Effective January 1, 2006, the following co-pays and contributions shall apply:

- (a) \$10.00 co-pay for in network services - doctor's office visits only
- (b) \$10.00 co-pay for all out of network services
- (c) Effective May 1, 2010, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- (d) Effective May 1, 2010, Emergency Room co-pays shall be \$25.00 per visit for both CIGNA OAP2/OAP3 (formerly Direct Access) and CIGNA OAP5/OAP6 (formerly PPO).
- (e) Employees hired before June 1, 2001, shall contribute towards the cost of health insurance as follows:

Salary under \$55,000

Single Coverage = \$10.00 per month

Family, PC or HW Coverage = \$25.00 per month

Salary over \$55,000

Single Coverage = \$25.00 per month

Family, PC, or HW Coverage = \$40.00 per month

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 categories in (g) below, shall contribute the amounts specified.

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



(h) Effective July 1, 2015, the County implemented two (2) additional plans - a high deductible plan with a Health Savings Account (HSA) and an Exclusive Provider Organization (EPO) plan. Employees hired on or after the ratification of this MOA, shall be required to choose one of these two plans during the first two (2) years of employment. Following the completion of two (2) years of employment, the employee may select any of the County's other plans. All current employees may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute \$1,000 towards the deductible for single coverage and \$2,000.00 towards the deductible for family coverage for both current and new employees who elect the HSA.

(i) As soon as practical, the County shall modify all health plans as follows.

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

	Out of Network Reimbursement Benefit
New	150% of CMS (Medicare)

(j) In the event the County negotiates an agreement with any other County bargaining unit which provides any health benefit more advantageous to employees, the County agrees to reopen negotiations with the Union regarding those health insurance benefits which are different from those contained in this Agreement.

(k) Health Benefit Buy-Out Option - During the term of this Agreement, the parties agree that the premium upon which employee's Chapter 78 contribution is calculated shall be frozen at the rate in effect as of July 1, 2019. The employee's contribution amount shall not change if the premium increases or if the employee's salary increase moves him/her into a new range. An employee's contribution amount may change if he/she changes health plans or changes category coverage, i.e. moves from family to single coverage or single to family coverage, etc. If any of the applicable premium sharing provisions of Chapter 78, P.L. 2011 are repealed, modified or overturned by a court

of competent jurisdiction or by the legislature, the parties agree to meet to negotiate the impact of any such repeal, modification or court decision.

- (I) Effective January 1, 2006, the VSP Eye Care Plan will be implemented for employees only and the County will pay the full cost of the premium associated with this benefit for employees only.

**ARTICLE XXIII**  
**CLOTHING**

**Section 1.**

The County shall provide such rain protective clothing and safety gear as the County deems 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.**

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.

**Section 3.**

**Uniforms.** Bargaining unit members may choose any combination of clothing from the items as listed in Exhibit E: Parks Maintenance Uniform Order, providing that the combination of items selected does not exceed the amounts listed below. New employees will not be limited to a dollar amount and shall be furnished with:

Coveralls	three (3) pair
Pants	<u>four (4)</u> – any combination of summer or winter weight
Jackets	(1) winter; (1) spring OR (2) thermal lined sweatshirts
Shirts	(4) any combination of long or short sleeved
T-shirts	(5)
Crew Neck Sweatshirts	
Duck Bib Overalls for Winter wear	

Vizguard Safety Jacket of high visibility for Parks Maintenance Workers, Tree Climbers, Horticulture workers and Laborers where applicable.

New Employees, however, must reach their anniversary date before being able to select their second combination of clothing per Exhibit E.

Effective January 1, 2021, the clothing allowance shall be increased to \$700 per year and the shoe allowance shall be increased to \$250 per year. Part-time employees shall be entitled to a pro-rated portion of the clothing allowance.

The employees are required to maintain work uniforms in proper conditions.

Section 4.

Laundry. The County shall provide laundry service for uniforms provided to the Mechanics and Welder. The County shall have the option to determine the method of providing uniforms and the laundering of those uniforms, provided that the number of uniforms currently made available to the mechanics and welder shall not be reduced.

ARTICLE XXIV.  
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 XXV.  
ON THE JOB INJURY

Section 1.

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

- (a) The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness.
- (b) If the County's Workers' 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 the County any checks received from the County's Workers' 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 Workers' 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 provided the employee turns over to the County any temporary disability check or checks received from the County Workers' 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 XXVI.  
STABLE WORKERS

Section 1.

Hours of Work: 6:00 a.m. to 3:00 p.m. with a one hour lunch break and a twenty (20) minute break in the morning. Employees also will be entitled to a ten (10) minute wash-up before the morning break, a ten (10) minute wash-up before lunch and before the end of the day.

Section 2.

Benefit Time: Vacation, sick and personal time may be taken in two (2) hour increments but only at the end of the work day.

Section 3:

Call Backs and Overtime: Employees who are called back to work will be entitled to a minimum of four (4) hours of overtime for such call back.

Section 4:

Clothing: Employees are entitled to two (2) \$250 boot allowances and a \$700 clothing allowance on an annual basis. Part time employees shall be entitled to a prorated clothing allowance.

Section 5:

Stable workers are considered essential workers.

ARTICLE XXVII.  
DURATION

Except as otherwise specifically provided, this Agreement shall be in effect from January 1, 2019 through December 31, 2022.

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.

Except as herein modified, the terms and conditions set forth in the 2012 through 2015 CNA between the County and association shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 24 day of February, 2023.

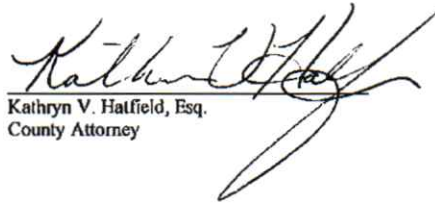
WITNESSETH:

COUNTY OF UNION

  
\_\_\_\_\_  
Laura Scutari,  
Director, Administrator Services


By:   
\_\_\_\_\_  
Edward Oatman  
Employer


APPROVED AS TO FORM:

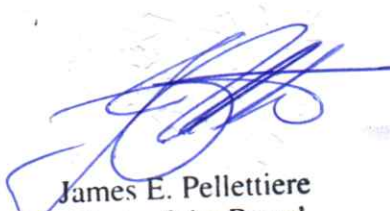
  
\_\_\_\_\_  
Kathryn V. Hatfield, Esq.  
County Attorney

By:   
\_\_\_\_\_  
James Pelletiere  
Clerk of the Board

PARKS MAINTENANCE UNION

By:   
\_\_\_\_\_  
Jamie Firsichbaum (Feb 15, 2023 19:09 EST)  
Jamie Firsichbaum  
President

By:   
\_\_\_\_\_  
George "Tony" Alston (Feb 15, 2023 16:27 EST)  
George "Tony" Alston  
Vice President

  
\_\_\_\_\_  
James E. Pelletiere  
Clerk of the Board  
Union County Board  
of County Commissioners

**EXHIBIT A**  
**SALARY GUIDE**  
**PARK MAINTENANCE SALARY RANGES**  
**01/01/2019 - 12/31/2022**

<b>Assistant Supervising Greenskeeper</b>			
<b>Assistant Supervisor Trades</b>			
Step	2020	2021	2022
Min	50,560	51,571	52,602
1	52,391	53,439	54,507
2	54,222	55,306	56,412
3	56,053	57,174	58,317
4	57,884	59,042	60,222
5	59,715	60,909	62,127
6	61,547	62,777	64,033
7	63,378	64,645	65,938
8	65,209	66,512	67,843
9	67,040	68,380	69,748
10	68,871	70,248	71,653
11	70,702	72,115	73,558
12	72,533	73,983	75,463
<b>Building Maintenance Worker</b>			
Step	2020	2021	2022
Min	42,060	45,412	46,320
1	43,307	46,727	47,661
2	44,553	48,042	49,003
3	45,800	49,357	50,344
4	47,046	50,672	51,686
5	48,293	51,987	53,027
6	49,539	53,303	54,369
7	50,786	54,618	55,710
8	52,032	55,933	57,052
9	53,279	57,248	58,393
10	54,525	58,563	59,735
11	55,772	59,878	61,076

<b>Assistant Supervising Mechanic</b>			
Step	2020	2021	2022
Min	50,560	51,571	52,602
1	52,623	53,676	54,749
2	54,687	55,780	56,895
3	56,750	57,885	59,042
4	58,813	59,989	61,189
5	60,876	62,094	63,335
6	62,940	64,199	65,482
7	65,003	66,303	67,629
8	67,066	68,408	69,775
9	69,129	70,512	71,922
10	71,193	72,617	74,069
11	73,256	74,721	76,215
12	75,319	76,826	78,362
<b>Carpenter</b>			
Step	2020	2021	2022
Min	47,124	50,747	51,762
1	48,593	52,197	53,241
2	50,062	53,647	54,720
3	51,531	55,097	56,199
4	52,999	56,547	57,678
5	54,468	57,997	59,157
6	55,937	59,447	60,636
7	57,406	60,898	62,116
8	58,875	62,348	63,595
9	60,344	63,798	65,074
10	61,812	65,248	66,553
11	63,281	66,698	68,032
12	64,750	68,148	69,511
13	66,219	69,598	70,990

<b>Carpenter Apprentice</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	44,767	45,663	46,576
1	46,162	47,086	48,028
2	47,558	48,509	49,479
3	48,953	49,932	50,931
4	50,348	51,356	52,383
5	51,744	52,779	53,834
6	53,139	54,202	55,286
7	54,534	55,625	56,738
8	55,929	57,048	58,190
9	57,325	58,471	59,641
10	58,720	59,895	61,093
11	60,115	61,318	62,545
12	61,511	62,741	63,996
13	62,906	64,164	65,448

<b>Electrician - Electric Contractor</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	50,064	51,065	52,086
1	51,634	52,666	53,719
2	53,204	54,268	55,353
3	54,774	55,869	56,986
4	56,344	57,470	58,620
5	57,914	59,072	60,253
6	59,484	60,673	61,886
7	61,053	62,274	63,520
8	62,623	63,875	65,153
9	64,193	65,477	66,786
10	65,763	67,078	68,420
11	67,333	68,679	70,053
12	68,903	70,281	71,687
13	70,473	71,882	73,320

<b>Gardener</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	45,263	46,169	47,092
1	46,567	47,499	48,449
2	47,872	48,830	49,806
3	49,176	50,160	51,163
4	50,481	51,491	52,520
5	51,785	52,821	53,877
6	53,090	54,152	55,235
7	54,394	55,482	56,592
8	55,698	56,812	57,949
9	57,003	58,143	59,306
10	58,307	59,473	60,663
11	59,612	60,804	62,020
12	60,916	62,134	63,377

<b>Electrician</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	45,948	46,867	47,805
1	47,445	48,394	49,363
2	48,942	49,921	50,920
3	50,439	51,448	52,478
4	51,936	52,975	54,035
5	53,433	54,502	55,593
6	54,931	56,030	57,150
7	56,428	57,557	58,708
8	57,925	59,084	60,265
9	59,422	60,611	61,823
10	60,919	62,138	63,380
11	62,416	63,665	64,938
12	63,913	65,192	66,495

<b>Equipment Operator</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	46,110	47,032	47,973
1	47,420	48,368	49,335
2	48,729	49,703	50,698
3	50,039	51,039	52,060
4	51,348	52,375	53,423
5	52,658	53,710	54,785
6	53,967	55,046	56,148
7	55,277	56,382	57,510
8	56,586	57,717	58,872
9	57,896	59,053	60,235
10	59,205	60,389	61,597
11	60,515	61,724	62,960
12	61,824	63,060	64,322

<b>Greenskeeper</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	45,267	46,172	47,096
1	46,571	47,503	48,453
2	47,876	48,833	49,810
3	49,180	50,164	51,167
4	50,484	51,494	52,524
5	51,789	52,825	53,881
6	53,093	54,155	55,238
7	54,397	55,486	56,595
8	55,702	56,816	57,952
9	57,006	58,147	59,309
10	58,310	59,477	60,666
11	59,615	60,808	62,023
12	60,919	62,138	63,380



<b>Heavy Equipment Operator</b>			
Step	2020	2021	2022
Min	48,415	49,383	50,371
1	49,790	50,786	51,802
2	51,165	52,188	53,232
3	52,540	53,591	54,663
4	53,915	54,993	56,093
5	55,290	56,396	57,524
6	56,666	57,799	58,955
7	58,041	59,201	60,385
8	59,416	60,604	61,816
9	60,791	62,006	63,246
10	62,166	63,409	64,677
11	63,541	64,811	66,107
12	64,916	66,214	67,538
<b>Laborer 2</b>			
Step	2020	2021	2022
Min	37,673	38,427	39,196
1	39,306	40,125	40,928
2	40,938	41,823	42,660
3	42,571	43,521	44,392
4	44,203	45,219	46,123
5	45,836	46,917	47,855
6	47,469	48,615	49,587
7	49,101	50,312	51,319
8	50,734	52,010	53,051
9	52,367	53,708	54,783
10	53,999	55,406	56,514
11	55,632	57,104	58,246
12	57,264	58,802	59,978
13	58,897	60,500	61,710
<b>Light Equipment (Mechanic)</b>			
Step	2020	2021	2022
Min	41,180	42,004	42,844
1	42,901	43,759	44,634
2	44,622	45,514	46,425
3	46,342	47,269	48,215
4	48,063	49,024	50,005
5	49,784	50,779	51,795
6	51,505	52,535	53,586
7	53,225	54,290	55,376
8	54,946	56,045	57,166
9	56,667	57,800	58,956
10	58,388	59,555	60,747
11	60,108	61,310	62,537
12	61,829	63,065	64,327

<b>Laborer 1</b>			
Step	2020	2021	2022
Min	35,143	35,846	36,563
1	36,898	37,636	38,389
2	38,653	39,427	40,215
3	40,409	41,217	42,041
4	42,164	43,007	43,867
5	43,919	44,798	45,693
6	45,674	46,588	47,519
7	47,430	48,378	49,346
8	49,185	50,168	51,172
9	50,940	51,959	52,998
10	52,695	53,749	54,824
11	54,451	55,539	56,650
12	56,206	57,330	58,476
13	57,961	59,120	60,302
<b>Laborer 3</b>			
Step	2020	2021	2022
Min	-	41,078	41,900
1	-	42,873	43,731
2	-	44,668	45,562
3	-	46,463	47,393
4	-	48,259	49,224
5	-	50,054	51,055
6	-	51,849	52,886
7	-	53,644	54,717
8	-	55,439	56,548
9	-	57,234	58,379
10	-	59,030	60,210
11	-	60,825	62,041
12	-	62,620	63,872
13	-	64,415	65,703
<b>Maint. Repairer</b>			
<b>Maint. Repairer Carpenter</b>			
<b>Maint. Repairer Plumber</b>			
Step	2020	2021	2022
Min	45,899	46,816	47,753
1	47,396	48,343	49,310
2	48,893	49,870	50,868
3	50,389	51,396	52,425
4	51,886	52,923	53,982
5	53,383	54,450	55,539
6	54,880	55,977	57,097
7	56,376	57,503	58,654
8	57,873	59,030	60,211
9	59,370	60,557	61,768
10	60,867	62,084	63,326
11	62,363	63,610	64,883
12	63,860	65,137	66,440

Maintenance Worker 1 Grounds			
Step	2020	2021	2022
Min	41,862	45,199	46,103
1	43,361	46,789	47,724
2	44,859	48,378	49,346
3	46,358	49,968	50,967
4	47,856	51,557	52,588
5	49,355	53,147	54,210
6	50,854	54,736	55,831
7	52,352	56,326	57,452
8	53,851	57,915	59,073
9	55,350	59,505	60,695
10	56,848	61,094	62,316
11	58,347	62,684	63,937
12	59,845	64,273	65,559
13	61,344	65,863	67,180

Maintenance Worker 3 Grounds			
Senior Animal Attendant			
Step	2020	2021	2022
Min	46,425	49,854	50,851
1	48,373	51,799	52,835
2	50,321	53,744	54,819
3	52,269	55,690	56,803
4	54,216	57,635	58,787
5	56,164	59,580	60,771
6	58,112	61,525	62,756
7	60,060	63,470	64,740
8	62,008	65,415	66,724
9	63,956	67,361	68,708
10	65,903	69,306	70,692
11	67,851	71,251	72,676
12	69,799	73,196	74,660

Mason's Helper			
Step	2020	2021	2022
Min	41,760	42,595	43,447
1	43,267	44,132	45,014
2	44,773	45,668	46,582
3	46,280	47,205	48,149
4	47,786	48,742	49,717
5	49,293	50,278	51,284
6	50,799	51,815	52,852
7	52,306	53,352	54,419
8	53,812	54,889	55,987
9	55,319	56,425	57,554
10	56,825	57,962	59,122
11	58,332	59,499	60,689
12	59,838	61,035	62,257
13	61,345	62,572	63,824

Maintenance Worker 2 Grounds			
Step	2020	2021	2022
Min	43,955	47,334	48,281
1	45,529	48,900	49,879
2	47,102	50,467	51,477
3	48,676	52,033	53,074
4	50,249	53,600	54,672
5	51,823	55,166	56,270
6	53,396	56,733	57,868
7	54,970	58,299	59,465
8	56,543	59,866	61,063
9	58,117	61,432	62,661
10	59,690	62,999	64,259
11	61,264	64,565	65,856
12	62,837	66,132	67,454
13	64,411	67,698	69,052

Mason			
Step	2020	2021	2022
Min	49,417	53,056	54,117
1	50,935	54,545	55,636
2	52,453	56,034	57,155
3	53,972	57,523	58,674
4	55,490	59,012	60,193
5	57,008	60,501	61,712
6	58,526	61,991	63,231
7	60,044	63,480	64,749
8	61,562	64,969	66,268
9	63,081	66,458	67,787
10	64,599	67,947	69,306
11	66,117	69,436	70,825
12	67,635	70,925	72,344

Mechanic			
Step	2020	2021	2022
Min	45,900	46,818	47,754
1	47,439	48,388	49,355
2	48,978	49,958	50,957
3	50,517	51,528	52,558
4	52,057	53,098	54,160
5	53,596	54,668	55,761
6	55,135	56,238	57,362
7	56,674	57,807	58,964
8	58,213	59,377	60,565
9	59,752	60,947	62,166
10	61,292	62,517	63,768
11	62,831	64,087	65,369
12	64,370	65,657	66,971
13	65,909	67,227	68,572

<b>Painter</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	42,116	42,959	43,818
1	43,611	44,483	45,373
2	45,105	46,008	46,928
3	46,600	47,532	48,483
4	48,094	49,057	50,038
5	49,589	50,581	51,593
6	51,084	52,106	53,148
7	52,578	53,630	54,702
8	54,073	55,154	56,257
9	55,567	56,679	57,812
10	57,062	58,203	59,367
11	58,556	59,728	60,922
12	60,051	61,252	62,477
<b>Senior Carpenter</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	49,480	50,469	51,479
1	51,022	52,042	53,084
2	52,565	53,615	54,688
3	54,107	55,188	56,293
4	55,649	56,762	57,897
5	57,192	58,335	59,502
6	58,734	59,908	61,107
7	60,276	61,481	62,711
8	61,818	63,054	64,316
9	63,361	64,627	65,921
10	64,903	66,201	67,525
11	66,445	67,774	69,130
12	67,988	69,347	70,734
13	69,530	70,920	72,339
<b>Senior Greenskeeper</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	47,529	48,480	49,450
1	48,899	49,877	50,875
2	50,268	51,274	52,300
3	51,638	52,671	53,725
4	53,008	54,068	55,150
5	54,377	55,465	56,575
6	55,747	56,863	58,000
7	57,117	58,260	59,425
8	58,486	59,657	60,850
9	59,856	61,054	62,275
10	61,226	62,451	63,700
11	62,595	63,848	65,125
12	63,965	65,245	66,550

<b>Plumber</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	47,124	48,066	49,027
1	48,593	49,564	50,555
2	50,062	51,062	52,083
3	51,531	52,561	53,612
4	52,999	54,059	55,140
5	54,468	55,557	56,668
6	55,937	57,055	58,196
7	57,406	58,554	59,725
8	58,875	60,052	61,253
9	60,344	61,550	62,781
10	61,812	63,048	64,309
11	63,281	64,547	65,838
12	64,750	66,045	67,366
13	66,219	67,543	68,894
<b>Senior Gardener</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	46,425	54,282	55,368
1	48,373	56,097	57,219
2	50,321	57,912	59,070
3	52,269	59,727	60,921
4	54,216	61,541	62,772
5	56,164	63,356	64,623
6	58,112	65,171	66,475
7	60,060	66,986	68,326
8	62,008	68,801	70,177
9	63,956	70,616	72,028
10	65,903	72,430	73,879
11	67,851	74,245	75,730
12	69,799	76,060	77,581
<b>Senior Mason</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	51,887	52,925	53,983
1	53,481	54,551	55,642
2	55,075	56,177	57,300
3	56,670	57,803	58,959
4	58,264	59,429	60,617
5	59,858	61,055	62,276
6	61,452	62,681	63,935
7	63,046	64,307	65,593
8	64,640	65,933	67,252
9	66,235	67,559	68,910
10	67,829	69,185	70,569
11	69,423	70,811	72,227
12	71,017	72,437	73,886

<b>Senior Mechanic</b>			
Step	2020	2021	2022
Min	48,853	49,830	50,827
1	50,367	51,374	52,402
2	51,881	52,918	53,977
3	53,395	54,462	55,552
4	54,908	56,006	57,127
5	56,422	57,550	58,702
6	57,936	59,094	60,277
7	59,450	60,639	61,851
8	60,964	62,183	63,426
9	62,478	63,727	65,001
10	63,991	65,271	66,576
11	65,505	66,815	68,151
12	67,019	68,359	69,726
13	68,533	69,903	71,301

<b>Senior Plumber</b>			
Step	2020	2021	2022
Min	50,135	51,138	52,160
1	51,617	52,650	53,702
2	53,099	54,162	55,244
3	54,582	55,674	56,786
4	56,064	57,185	58,329
5	57,546	58,697	59,871
6	59,028	60,209	61,413
7	60,511	61,721	62,955
8	61,993	63,233	64,497
9	63,475	64,745	66,039
10	64,957	66,256	67,582
11	66,440	67,768	69,124
12	67,922	69,280	70,666
13	69,404	70,792	72,208

<b>Stable Worker</b>			
Step	2020	2021	2022
Min	42,637	46,035	46,956
1	43,851	47,319	48,266
2	45,064	48,604	49,576
3	46,278	49,888	50,886
4	47,491	51,172	52,196
5	48,705	52,457	53,506
6	49,918	53,741	54,816
7	51,132	55,026	56,126
8	52,345	56,310	57,436
9	53,559	57,594	58,746
10	54,772	58,879	60,056
11	55,986	60,163	61,366
12	57,199	61,447	62,676
13	58,413	62,732	63,986
14	59,626	64,016	65,296

<b>Senior Painter</b>			
Step	2020	2021	2022
Min	47,221	48,165	49,129
1	48,642	49,614	50,607
2	50,062	51,063	52,085
3	51,483	52,512	53,563
4	52,904	53,961	55,041
5	54,324	55,410	56,519
6	55,745	56,860	57,997
7	57,166	58,309	59,475
8	58,586	59,758	60,953
9	60,007	61,207	62,431
10	61,428	62,656	63,909
11	62,848	64,105	65,387
12	64,269	65,554	66,865

<b>Senior Store Keeper</b>			
Step	2020	2021	2022
Min	41,862	42,699	43,553
1	43,361	44,228	45,112
2	44,859	45,756	46,671
3	46,358	47,285	48,230
4	47,856	48,813	49,790
5	49,355	50,342	51,349
6	50,854	51,871	52,908
7	52,352	53,399	54,467
8	53,851	54,928	56,026
9	55,350	56,457	57,585
10	56,848	57,985	59,145
11	58,347	59,514	60,704
12	59,845	61,042	62,263
13	61,344	62,571	63,822

<b>Tree Maintenance Worker 1</b>			
Step	2020	2021	2022
Min	39,331	42,464	43,313
1	40,929	44,160	45,043
2	42,527	45,855	46,772
3	44,124	47,551	48,502
4	45,722	49,246	50,231
5	47,320	50,942	51,961
6	48,918	52,638	53,690
7	50,515	54,333	55,420
8	52,113	56,029	57,149
9	53,711	57,724	58,879
10	55,309	59,420	60,608
11	56,906	61,115	62,338
12	58,504	62,811	64,067

<b>Tree Maintenance Worker 2</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	41,178	44,344	45,231
1	43,146	46,323	47,250
2	45,113	48,303	49,269
3	47,081	50,282	51,288
4	49,048	52,261	53,307
5	51,016	54,241	55,326
6	52,983	56,220	57,345
7	54,951	58,199	59,363
8	56,918	60,179	61,382
9	58,886	62,158	63,401
10	60,853	64,137	65,420
11	62,821	66,117	67,439
12	64,788	68,096	69,458

<b>Tree Maintenance Worker 3</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	50,560	54,282	55,368
1	52,391	56,097	57,219
2	54,222	57,912	59,070
3	56,053	59,727	60,921
4	57,884	61,541	62,772
5	59,715	63,356	64,623
6	61,547	65,171	66,475
7	63,378	66,986	68,326
8	65,209	68,801	70,177
9	67,040	70,616	72,028
10	68,871	72,430	73,879
11	70,702	74,245	75,730
12	72,533	76,060	77,581

<b>Welder</b>			
<b>Step</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Min	47,124	48,066	49,027
1	48,628	49,600	50,592
2	50,133	51,135	52,157
3	51,637	52,669	53,722
4	53,141	54,203	55,287
5	54,645	55,738	56,852
6	56,150	57,272	58,418
7	57,654	58,806	59,983
8	59,158	60,341	61,548
9	60,662	61,875	63,113
10	62,167	63,409	64,678
11	63,671	64,944	66,243
12	65,175	66,478	67,808

**EXHIBIT C  
COUNTY OF UNION UNUSED  
SICK LEAVE PAYMENT  
REGULATIONS**

**1. EFFECT ON OTHER RETIREMENT BENEFITS:**

The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.

**2. LIMITATIONS:**

(a) no employee who elects a deferred retirement benefit shall be eligible.

(b) an individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

**3. ELIGIBILITY:**

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

**4. DEATH OF AN EMPLOYEE:**

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is contingent upon the employee surviving 30 days after the effective date of retirement.

**5. DISABILITY RETIREMENT:**

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

**6. RETURN TO SERVICE AFTER RETIREMENT:**

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

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towards the requirement of 25 years service with the County; prior service with other governmental entities shall also not be counted toward the requirement of 25 years service with the County.

8. COMPUTATION:

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

9. GENERAL PROCEDURES

- (a) An employee who is about to retire should follow the regular procedures concerning retirement.

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

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- (a) The eligibility of an employee will be determined by such class title held at any time during the employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:

- (1) Sick leave days were earned by all employees within that class title on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.
- (2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
- (3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- (4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- (5) All sick leave was reportable and reported accordingly.
- (6) The time-keeping-procedure required certification of the accuracy of the employees pay time.



- (7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.
- (8) All records are available for inspection.
- (9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

EXHIBIT D-1  
HEALTH INSURANCE BENEFITS  
FOR RETIREES  
(Employees hired prior to May 14, 2010)

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:

1. Eligibility: Employees must have been actively employed with the County of Union as of May 13, 2010, 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.
2. 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. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).
3. Future Employees: Employees hired after May 13, 2010, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.
4. Cessation of Subsidy: Upon implementation of retiree health benefits provided in 1) and 2) above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement.

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

**EXHIBIT D-2**  
**HEALTH INSURANCE BENEFITS**  
**FOR RETIREES**  
**(Employees hired on or after May 14, 2010)**

Effective May 1, 2010, there shall be a health insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

1. **Eligibility:** Employees must have been actively employed for the County of Union on or after May 14, 2010 (this is the same plan that was in effect since January 1, 1986); and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.
2. **Description:** This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).
3. **Subsidy:** Upon implementation of this benefit, the County shall be obliged to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$189.67 per month
Single, Over 65	\$138.39 per month
H/W Under 65 P/C Retiree Family Under 65	\$540.58 per month
H/W Over 65 H/W Retiree Over 65	\$276.77 per month

H/W Spouse Over 65	
Family Over 65	\$442.88 per month
Family Retiree Over 65 Family Spouse Over 65	\$477.85
P/C Retiree Over 65	\$338.69

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

Health Insurance Benefit Costs will be provided by the County for currently active employees who retire after September 1, 1995, with 25 or more years of service with Union County and who have reached 65 years of age. Said retiree health insurance benefits shall be paid only for the Blue Select program and shall be capped at the 1995/96 rate. Any cost increases thereafter shall be paid by the retiree.

4. Modification: In the event that the amount of the County's contribution is subsequently reduced or even eliminated, the change in practice shall apply to those persons already retired. Similarly, in the event that the Hospital Insurance Plan is changed or modified in any way, the new plan shall apply to the retirees.

**EXHIBIT E  
PARK MAINTENANCE UNIFORM GUIDE**

PLEASE NOTE THAT THIS LIST OF UNIFORM ITEMS IS PROVIDED AS A REFERENCE AND THE PRICES MAY VARY

ITEM	SIZE	UNIT PRICE			QTY	TOTAL PRICE
JA122 - Three-Season Jackets		<b>\$32: S-XL</b>	<b>\$33: 2X- 3X</b>	<b>\$34: 4X-5X</b>		
JA254 - Insulated Stadium Jackets		<b>\$59: S-XL</b>	<b>\$62: 2X-3X</b>	<b>\$70: 4X-5X</b>		
JAO13 - Summer Jackets-Ike Style		<b>\$22.34: S-XL</b>	<b>\$31.08: 2X - 3X</b>	<b>\$32.16: 4X - 5X</b>		
JA420OR- Vizguard Safety Jacket		<b>\$52.84: S-XL</b>	<b>\$54.17: 2X - 3X</b>	<b>\$55.51: 4X - 5X</b>		
SH010- Heavy-Duty Long Sleeve Work Shirts		<b>\$10.62: S-XL</b>	<b>\$11.00: 2X - 3X</b>	<b>\$11.38: 4X - 5X</b>		
SH011 - Heavy-Duty Short Sleeve Work Shirts		<b>\$9.25: S-XL</b>	<b>\$10.00: 2X - 3X</b>	<b>\$10.75: 4X - 5X</b>		
SH277 - Pique Golf Shirt (Supervisors only)		<b>\$17.54: S-XL</b>	<b>\$18.54: 2X - 3X</b>	<b>\$19.54: 4X - 5X</b>		
PA407- Tan/Navy Fleece Lined Cargo Pants PA484 - Green		<b>\$26.00: Tan</b> <b>\$26.00: Navy</b> <b>\$24.68: Green</b>	<b>\$26.00: Navy</b>	<b>\$24.68: Green</b>		
PA101 - Men's Heavy-Duty Plain Front Work Pants		<b>\$15.00: 28-42</b>	<b>\$16.00: 44-50</b>	<b>\$16.25: 52-58</b>		
PA027 - Women's Heavy-Duty Plain Front Work Pants		<b>\$12.00</b>	<b>\$12.00</b>	<b>\$12.00</b>		
TE012 - T Shirts		<b>\$5.50: S-XL</b>	<b>\$5.75: 2X - 3X</b>	<b>\$6.00: 4X - 5X</b>		
CO014 - LongSleeve Poplin Coveralls		<b>\$21.00: 34-46</b>	<b>\$21.25: 48-50</b>	<b>\$21.50: 52-58</b>		
CO031 NV - Duck Bib Overalls (Navy -for Stables only)		<b>\$62.20: 34-46</b>	<b>\$68.89: 48-50</b>	<b>\$69.90: 52-58</b>		

CO142 - Sandstone Duck Bib Overalls (Chestnut - Crafts & Moss - Field Force)		\$66.54: 34-46	\$68.59: 48-50	\$72.60: 52-58		
SW237 - Crew Neck Sweatshirts		\$11.50: S-XL	\$11.75: 2X - 3X	\$12.00: 4X - 5X		
SW016 - Hooded Thermal Sweatshirts		\$23.68: S-XL	\$24.00: 2X - 3X	\$26.00: 4X - SX		

EXHIBIT F  
INDIVIDUAL EMPLOYMENT AGREEMENT

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the County of Union (herein the "County") and \_\_\_\_\_ (herein the "Employee"), with the approval and consent of Park Maintenance Union (hereinafter the "Union")

**WHEREAS**, the County and Union are parties to a collective bargaining agreement ("CBA") covering the period January 1, 2006 through December 31, 2018; and

**WHEREAS**, the Employee is a member of the Park Maintenance Union bargaining unit covered by the CBA; and

**WHEREAS**, in order to obtain the agreement to enter into the CBA, the Union agreed to a two percent (2%) percent increase to base pay for calendar years 2016 through 2018 and other agreements as more particularly set forth in the Memorandum of Agreement dated September 14, 2017, attached hereto as Appendix A (herein the "Memorandum"); and

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

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

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



**WITNESSETH**

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

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

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

4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent.

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

COUNTY OF UNION

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

\_\_\_\_\_  
ATTEST

PARK MAINTENANCE UNION

By: \_\_\_\_\_  
Joe Petrosky  
President

\_\_\_\_\_  
ATTEST

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

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

\_\_\_\_\_  
ATTEST











# 2019-2022 Park Maint CBA FV 2.13.23 with salary guide (formatted)

Final Audit Report

2023-02-16

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