

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: County:

2 Employee Organization: Number of Employees in Unit:

3 Base Year Contract Term: New Contract Term:

SECTION II: Type of Contract Settlement (please check only one)

4 Contract settled without neutral assistance

5 Contract settled with assistance of mediator

6 Contract settled with assistance of fact-finder

7 Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

SEE MOA ATTACHED

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$

10 Longevity Costs in Base Year \$

11 Total Salary Base \$

SECTION IV: Salary Increases for Each Year of New Agreement*

SEE MOA ATTACHED

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
13 Cost of Salary Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
14 Salary Increase Above Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 New Salary Base (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18 Percentage increase over prior year	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

**If contract duration is longer than five years, please add an additional page.*

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

SEE MOA ATTACHED

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
20	Totals(\$):	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**If contract duration is longer than five years, please add an additional page.*

SECTION VI: Medical Costs

SEE MOA ATTACHED

		Base Year	Year 1
21	Health Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
22	Prescription Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
23	Dental Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
24	Vision Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
25	Total Cost of Insurance	\$ <input type="text"/>	\$ <input type="text"/>
26	Employee Insurance Contributions	\$ <input type="text"/>	\$ <input type="text"/>
27	Employee Contributions as % of Total Insurance Cost	<input type="text"/> %	<input type="text"/> %

Employer: County of Union

Employee Organization: Park Maintenance Union

Section VI: Medical Costs (continued)

SEE MOA ATTACHED

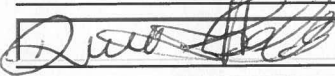
28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Diana P. Calle

Position/Title: Labor Relations Coordinator

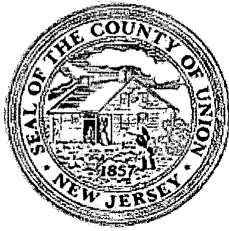
Signature: 

Date: 12/31/2021

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016



UNION COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION: 2021-810

OCTOBER 21, 2021

CHAIRMAN ALEXANDER MIRABELLA

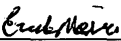
WHEREAS, the County of Union engaged in collective bargaining negotiations for a new Labor Agreement with Park Maintenance Association Collective Bargaining Agreement effective January 1, 2019 through December 31, 2022; and

WHEREAS, the County of Union and the negotiating committee for the Union, reached an agreement on October 8, 2021, and the membership ratified same on October 14, 2021. Representatives of the Bargaining Committee, and the County agree to recommend, without reservation, the approval of same; and

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

NOW, THEREFORE, BE IT RESOLVED by the Union County Board of County Commissioners that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement and a Contract Agreement with Park Maintenance Association Collective Bargaining Agreement effective January 1, 2019 through December 31, 2022.

Sufficiency of Funds Authorized :
 Approved as to Form:
 Certifying as to an Original Resolution:
 Certified as to a True Copy:



✓ Vote Record - Resolution RES-2021-810		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Angela R. Garretson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Sergio Granados	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Lourdes M. Leon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Kimberly Palmieri-Mouded	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Andrea Staten	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Rebecca Lynne Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Laura M. Scutari, Director

**BOARD OF
COUNTY COMMISSIONERS**

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County Manager

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Deputy County Manager

BRUCE H. BERGEN, ESQ.
County Counsel

JAMES E. PELLETTIERE, RMC
Clerk of the Board

**To: Edward Oatman,
County Manager**

**From: Laura M. Scutari
Director, Department of Administrative Services**

Date: October 18, 2021

**Re: Park Maintenance Association
Collective Bargaining Agreement
January 1, 2019 through December 31, 2022**

Please be advised that a tentative agreement (attached) was reached with Park Maintenance Association on October 8, 2021 and the membership ratified the agreement on October 14, 2021. Please place a Resolution authorizing this agreement on the Commissioners' Agenda for October 21, 2021.

Thank you.

Laura M. Scutari, Director
Department Administrative Services

**Cc: Claudia Martins, Director, Division of Personnel
James Pellettiere, Clerk of the Board
Bruce H. Bergen, County Counsel
Bibi Taylor, Director, Department of Finance
Joseph Graziano, Director, Department of Engineering,
Public Works & Facilities
Michael Brennan, Director, Division of Park Maintenance
Ronald Zuber, Director, Department of Parks & Recreation
Charles Chirafesi, III, Director, Division of Facilities Management
Kathryn Hatfield, Esq., Hatfield Schwartz Law Group**

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4200

fax (908)289-0180

www.ucnj.org

We're Connected to You!

MEMORANDUM OF AGREEMENT
PARK MAINTENANCE ASSOCIATION
&
COUNTY OF UNION

The County and Park Maintenance Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2018. The County and Park Maintenance Association have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

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

Therefore, the County and Park Maintenance Association agree to the attached nine (9) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement

October 14, 2021
Date

MEMORANDUM OF AGREEMENT

Agreement made this 16 day of October 2021 by and between the County of Union (herein the "Employer") and the Park Maintenance Union (herein "PMU"):

WHEREAS, the Employer and the PMU are parties to a Collective Negotiations Agreement covering the period from January 1, 2016 through December 31, 2018; and

WHEREAS, the Employer and the PMU have engaged in good faith negotiations for a successor contract that has resulted in an agreement between the negotiating committees subject to ratification by the PMU's membership and approval by the Employer's governing body, which the negotiating committees for the parties unanimously agree to recommend:

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

A. Except as herein modified, the terms and conditions of the 2016-2018 contract shall remain in full force and effect.

B. GENERAL

Adjust all dates in the contract to conform to the new term. Change "County Manager" to "Employer" and "Freeholders" to "Commissioners" where necessary.

C. ARTICLE III, PAYROLL DEDUCTION FOR UNION DUES

Section 3: Amend as follows:

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 his/her employment. Once the Employer's payroll clerk received the request, it will notify the Union within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

Add:

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

Amend Section 4 as follows

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

1. 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;
2. 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.
3. 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
4. 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.

D. ARTICLE XVI, HOLIDAYS

The PMU agrees to substitute Juneteenth for Lincoln's birthday and change Washington's birthday to President's Day. Juneteenth will be celebrated on the third Friday in June. This change shall become effective when all County bargaining units accept such a change.

E. ARTICLE XII, SICK LEAVE

Section 8: Replace one (1) compensatory day with a payment of \$200.00. Add: Part time employees shall be entitled to a pro-rata share of the payment.

F. ARTICLE XVII, SALARIES

Section 1: Provide for wage increases as follows:

2019: 2% across the board exclusive of increments retroactive to the expiration of the prior contract.

2020: 2% across the board exclusive of increments retroactive to the expiration of the prior contract.

2021: 2% exclusive of increments for any title without a range adjustment retroactive to the expiration of the prior contract. (This shall not effect increments for titles not receiving a range adjustment).

2022: 2% across the board exclusive of increments

Add Laborer 3 title effective January 1, 2021 with the following ranges:

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: Delete

Section 5: Delete and replace with "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 7: Amend as follows:

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

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

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 11: Delete 4th paragraph and move 5th paragraph to Section 1.

Section 13: Delete and replace as follows:

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 County are entitled to retroactive pay and benefits negotiated for that contract, exclusive of the period of leave without pay.

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

G. **ARTICLE XXI. MISCELLANEOUS**

Section 5: Delete reference to major disciplinary actions.

Section 9: Add: "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 11: Delete

New Section: Add the following:

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.

H. **ARTICLE XXII. HEALTH BENEFITS**

Delete outdated language

Section 7: Delete paragraph k. Replace paragraph k with the following language:

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. **ADD ARTICLE DEDICATED TO STABLE WORKERS AS FOLLOWS:**

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 a five (5) minute wash-up 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.

J. ARTICLE IX. HOURS OF WORK AND PREMIUM PAY

Section 1, paragraph 2: Summer Hours: Modify to provide for two shifts: 6:30-3:00 and 7:00-3:30. Summer hours only apply to park maintenance employees not shade tree employees.

Section 13: Delete last sentence and replace with: 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.

K. ARTICLE XXIII. CLOTHING

Section 3: Effective January 1, 2021, increase clothing allowance to \$700 and boot allowance to \$250. Part-time employees shall be entitled to a pro-rated portion of the clothing allowance.

Delete following Effective January 1, 2010, the clothing and shoe allowance shall be combined and the maximum amount shall be as follows: 2008 - \$475.00; 2009 - \$475.00; 2010 - \$575.00; and 2011 - \$625.00.

L. ARTICLE XIV. DEATH IN FAMILY

Section 1: Add step-parent and step-child to five day entitlement.

M. ARTICLE XXVI. DURATION

Change dates to January 1, 2019 through December 31, 2022.

N. ADD THE FOLLOWING LANGUAGE:

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 un contemplated 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.

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.

- O. This Agreement is subject to ratification by the Park Maintenance Union membership and approval by the governing body of the Employer.
- P. All other proposals of the parties not contained herein are deemed withdrawn.

FOR PARK MAINTENANCE UNION


JAMIE FIRSICHBAUM, PRESIDENT

FOR THE COUNTY OF UNION


EDWARD OATMAN,
COUNTY MANAGER

APPROVED AS TO FORM


KATHRYN V. HATFIELD

Tree Maintenance Worker 3	40	12	48,596	68,715	2,780	12	49,568	71,110	1,795	12	50,560	72,583	1,831	12	54,282	76,060	1,815	12	55,368	77,581	1,851
Welder	40	12	45,294	62,644	1,446	12	46,200	63,887	1,475	12	47,124	65,175	1,504	12	48,066	66,478	1,534	12	49,027	67,808	1,565