New Jersey Public Employment Relations Commission

NON-POLICE AND FIRE

COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #	:					
	SECTION I: Parties a	and Term of Contra	acts			
1	Public Employer:	ounty of	UNION	County:	NION	
2	Employee Organizatio	n: PARK MAIN	TENANCE LA	mber of Employe	ees in Unit: 66	
3	Base Year Contract Te	rm: 1/1/2012-13	2/31/2015	New Contract Term	1/1/2016-1	4/31/2018
	SECTION II: Type of	Contract Settleme	ent (please check	only one)		
4	Contract sett	led without neutral	assistance			
5	Contract sett	led with assistance o	f mediator			
6	Contract sett	led with assistance o	of fact-finder			
7	Contract settl	led with assistance o	f super-conciliator			
8	If contract was settled	in fact-finding, did t	he fact-finder issue	a report with recon	nmendations?	
	Yes No	丁				
	SECTION III: Salary	Base				
	The salary base is the		e final year of the e	xpired or expiring ag	greement. This is the	base cost from which
	the parties negotiate t	the salary increases.			~ ~ ~	n/- 1
9	Salary Costs in Base Ye	ear	\$		2 KK	MOA
10	Longevity Costs in Bas	e Year	\$		A	THENED
11	Total Salary Base		\$			
	SECTION IV: Salary	Increases for Each	Year of New Agi	eement* 5/2	RE MOA	AHACKE
		Year 1	Year 2	Year 3	Year 4	Year 5
12	Effective Date (month/day/year)				_	
13	Cost of Salary					
14	Increments (\$) Salary Increase Above				- !	
14	Increments (\$)					
15	Longevity Increase (\$)					
16	Total \$ Increase					
17	(sum of lines 13-15) New Salary Base (\$)					
18	Percentage increase	%	%	9/	, , , , , , , , , , , , , , , , , , , 	%
	over prior year					
	*If contract duration i	s longer than five yed	ars, please add an i	additional page.		

County OF UNION Employee Organization: PARK MAINTENANCE UNION Page 2

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

					SEE	NOA AT	MOVIED
19	Item Description	Base Year	Year 1	Year 2	Year 3	Year 4	Year 5
		Cost (\$)	Increase (\$)				
	1		1	1		<u></u>	
							<u> </u>
				<u> </u>			<u> </u>
	<u>'</u>						
20	Totalelély		-	-			<u> </u>
20	Totals(\$):				<u> </u>	<u> </u>]

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

	SECTION VI: Medical Costs	Qua Mas	AHACA	εb	
		SRE MOA	Base Year	Year 1	
21	Health Plan Cost		\$	\$	_ _
22	Prescription Plan Cost		\$	\$	_
23	Dental Plan Cost		\$	\$	_ _
24	Vision Plan Cost		\$	\$	<u> </u>
25	Total Cost of Insurance		\$	\$	-
26	Employee Insurance Contributions		ş	\$	_
27	Employee Contributions as % of T	otal Insurance Cost	<u></u> %		_%
					-

Employ	COUNTY OF UNION Employee Organization: PARK MAINTENANCE LINION Page 3
Section	VI: Medical Costs (continued) SEE MOA AHACRED
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: MARK TRAUM
	Position/Title: LABOR PROLATIONS CONDINATOR
	Position/Title: 14/108 Tilletarious Sold Distriction
	Signature:
	Date: August 21, 2018
	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 CHOSEN FREEHOLDERS

RESOLUTION: 2017-8/3
SEPTEMBER 28, 2017
CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with Parks Maintenance Association effective January 1, 2016 through December 31, 2018; and

WHEREAS, the County of Union and the negotiating committee for Parks Maintenance Association, reached a tentative agreement on June 16, 2017 and the union ratified same on September 14, 2017. 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 Board of Chosen Frecholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with Parks Maintenance Association.

Sufficiency of Funds Authorized; Subject to Inclusion in the 2018 Budget;

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

		Yes/Aye	No/Nay	Abstain Absent
	Bruce H. Bergen	B	0	0 1 0
	Angel G. Estrada	R		
Adopted	Sergio Granados	2	0	
Adopted as Amended	Christopher Hudak 15	S S	0	
Defeated	Berte Jane Kowalski	3		
3 Tabled	Alexander Mirabella M		Ō	
3 Withdrawn	Vernell Wright			
	Landa Carter	lad .		
	Mohamed S. Jalloh	T	6	



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES
Michael Yuska, Director

To:

Alfred J Faella.

County Manager

BOARD OF CHOSEN FREEHOLDERS

From:

Michael Yuska

Director, Department of Administrative Services

BRUCE H. BERGEN Chairman

Date:

September 19, 2017

SERGIO GRANADOS Vice Chairman

Re:

Park Maintenance Association

LINDA CARTER
ANGEL G. ESTRADA

Collective Bargaining Agreement

January 1, 2016 through December 31, 2018

CHRISTOPHER HUDAK

•

MORAMED S. JALLOH

BETTE JANE KOWALSKI

ALL COMPETED TO THE CONTRACTOR

ALEXANDER MIRABELLA-

VERNELL WRIGHT

Please be advised that a tentative agreement (attached) was reached with Park Maintenance Association on June 16, 2017 and the membership ratified the agreement on September 14, 2017. Please place a Resolution authorizing this agreement on the Freeholder Agenda for

September 28, 2017.

ALFRED J. FAELLA County Manager

ROBERT E. BARRY, ESQ.

County Counsel

JAMES E. PELLETTIERE Clerk of the Board

CLAUDIA Y. MARTINS Director of Personnel Minagement & Labor Relations Thank you.

Michael Yuska, Director,
Department Administrative Services

Cc: Claudia Martins, Deputy Director, Division of Personnel
James Pellettiere, Clerk of the Board
Robert E. Barry, 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

Ronald Zuber, Director, Department of Parks & Recreation Charles Chirafesi, III, Director, Division of Facilities Management Kathryn Hatfield, Esq., Bauch Zucker Hatfield, LLC

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, 2015. The County and Park Maintenance Association have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

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

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

September 14, 2017 Date

MEMORANDUM OF AGREEMENT

Agreement made this day of September 2017, by and between the County of Union (herein the "County") and Parks Maintenance Association (herein the "Association").

WHEREAS, the County and Association are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2012 through December 31, 2015; and

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

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

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

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

- 1. Except as herein modified, the terms and conditions set forth in the 2012 through 2015 CNA between the County and Association shall remain in full force and effect.
- 2. <u>Term</u>

January 1, 2016 through December 31, 2018

3. Article XVII, Salaries

1/1/2016:

2.0% across the board.

1/1/2017:

2.0% across the board.

1/1/2018:

2.0% across the board.

4. Article IV, Union Business

Section 4: Add: "The President shall provide reasonable advance notice for leave for union business and shall request such leave using the appropriate leave form."

Add new paragraph: "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 VII, Work Schedules

Delete 2nd paragraph.

6. Article IX. Hours of Work and Premium Pay:

Section 1: Delete reference to golf operations.

Section 3(a): Amend 1st sentence to state: "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..."

Add new paragraph (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."

Section 6: After 1st sentence add "The Employer may require any employee recalled for work to remain at work for the full four (4) hour period."

Section 13: New

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 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 15 hours calculated at the employee's regular hourly rate for each week on call which shall be added to base salary. Employees shall receive an additional 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 employee's 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 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. Any Tree Maintenance Worker who fails to respond during an emergency while on call shall be subject to discipline, up to and including discharge.

7. Article XI, Vacations

Section 12: Delete.

8. Article XIII, Personal Business and Religious Leave

Section 1: Delete sentences 2-4 and last full paragraph of Section.

9. Article XVII, Salaries

Section 4: Add Certified Playground Safety Inspector. Replace "Except for those employees listed in Exhibit "B." with "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."

Add: Employees assigned to the Safety Team (formerly confined space entry/respirator) shall receive an annual stipend of \$500.00.

Section 4: Effective January 1, 2018, increase stipends to:

CDL A: \$2000 CDL B: \$1000 Pesticide: \$1000 CPO/CPSI: \$1000

Add: "If the Department or Division Head determines that a new employee is required to obtain a CDL A, he/she must do so within 90 days of employment or as DMV 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 this 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."

Section 8: Add bi-monthly pay language.

New: Add new Laborer 2 title with a range of \$35,500-\$55,500 with 13 steps. Decrease Laborer 1 steps from 17 to 13.

10. Article XXI, Miscellaneous

Section 5: Add at end: "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 12: Revise to state "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."

11. Article XXII, Health Benefits

Section 6: Add new (g): 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 \$1000 towards the deductible for single coverage and \$2000 towards the deductible for family coverage for both current and new employees who elect the HSA.

12. Article IX, Section 7: Delete paragraph 3 and replace with "The County shall provide the hepatitis vaccine to all bargaining unit members at County expense. Employees may waive their right to obtain this vaccine."

13. Article XXI, Miscellaneous

Add New Section 13: 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.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS

s <u>| 4</u>

DAY OF SEPTEMBER 2017

FOR PARK-MAINTENANCE ASSOCIATION

FOR UNION COUNTY

PRESIDENT

VICE-PRESIDENT

ALFRED FAELLA COUNTY MANAGER

DIRECTOR, ADMINISTRATIVE

SERVICES

APPROVED AS TO FORM

KATHRYN V. HATFIELD, ESQ.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION 2014-7 **SEPTEMBER 18, 2014**

CHAIRMAN CHRISTOPHER HUDAK

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

WHEREAS, the County of Union and the negotiating committee for the Parks Maintenance Association, reached a tentative agreement on September 4, 2014; and

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

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

Sufficiency of Funds Authorized Subject to Inclusion in the 2015 Bydge

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

Vote Record	A 10,8% (1998)	an 3 6 55 "		1 . W. S. L. 2 . 2 . 2 . 2 . 2 . 2 . 2 . 2 . 2 .	2 - 4 4219	
		1	Yes/Aye	No/Nav	Abstain	Absent
	Bruce H. Bergen		0			[BL]
6.04	Linda Carter		14			
29 Adopted	Angel G. Estrada	15,1	Ø	8		0
Adopted as Amended	Sergio Granados		ഥ			
D Defeated	Berte Jane Kowalski		<u> </u>		D	
☐ Tabled ☐ Withdrawn	Alexander Mirabella	m	<u>B</u>			
U withdrawn	Vernell Wright		Ø			0
	Mohamed S. [alloh		8	0		
	Christopher Hudak	i	12.5	0		1 0

MEMORANDUM OF AGREEMENT PARK MAINTENANCE ASSOCIATION

S.

COUNTY OF UNION

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

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

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

September 4, 2014 Date

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

1. Except as herein modified, the terms and conditions set forth in the 2008 through 2011 CNA between the County and Association shall remain in full force and effect.

2. <u>Term</u>

January 1, 2012 through December 31, 2015

3. Salaries: See Attached guide

1/1/2014:

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

1.83%. All employees in guide shall receive their increments. All money

remaining shall be put at max.

1/1/2015: 1.9%. All employees in guide shall receive their increments. All money

remaining shall be put at max.

4. Payroll

In the event the County determines to change the pay schedule to a bi-monthly schedule, the Association agrees that it will accept the change without dispute. In the event the County determines to change mandatory direct deposit, the Association agrees that it will accept the change without dispute.

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

11. Benefits

Section 1. Modify as follows

<i>20</i>	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	\$60.00
(90 day supply)	

Add:

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

Section 7: Modify

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

	Out of Network Reimbursement Benefit*
Current	80th Percentile of HIAA
New	150% of CMS (Medicare)

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

Section 6.

Modify to add prescription coverage to health benefit buyout option.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS

414

DAY OF SEPTEMBER 2014

FOR PARK MAINTENANCE ASSOCIATION

JØSEPH PETROSKY

PRESIDENT

VICE-PRESIDENT

FOR UNION COUNTY

ALFRED FAELLA COUNTY MANAGER

NORMAN ALBERT, ESQ. DIRECTOR, ADMINISTRATIVE

SERVICES