

**A G R E E M E N T**

**Between**

**COUNTY OF UNION**

**And**

**PARK MAINTENANCE UNION**

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**EFFECTIVE: JANUARY 1, 2008 TO DECEMBER 31, 2011**

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AGREEMENT

PREAMBLE

This Agreement made this 8<sup>th</sup> day of DECEMBER, 2010, by and between the COUNTY OF UNION, hereinafter called the "Employer" and PARK 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 PARK 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 Freeholders and/or the County Manager and/or their designees as specifically may be provided in N.J.S.A. 40:41A-45 et seq. or the Administrative Code of the County of Union.

#### Section 3.

Except as modified, altered or amended by the within Agreement the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, 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 Freeholders, the County Manager or other designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States.

Section 5.

Nothing contained herein shall be considered to deny or restrict the Board of Freeholders, the County Manager or other designees, of their rights, responsibilities and authority under Title 40 and 40A, or any other State laws or regulations as they pertain to County 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 form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Union on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw.

Section 4.

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

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

## ARTICLE IV.

### UNION BUSINESS

#### Section 1.

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

#### Section 2.

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

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

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

#### Section 3.

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

- (a) Notify the supervisor of any employer facility visited on arrival.
- (b) Notify his supervisor or designated representative upon return to the job.

- (c) Record his time out and time in with his supervisor upon leaving and returning to his job.
- (d) No supervisor shall unreasonably deny a representative 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.

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

Step 4.

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

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

### Section 3.

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

forth in the Grievance Procedure and the Union wishes to pursue the grievance, the Union shall advance the grievance to the next step at the expiration of the period provided for the Employer to respond to the grievance.

Section 4.

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

ARTICLE VII.

WORK SCHEDULES

Notwithstanding the provisions of Article IX, 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.

Effective upon the execution of this Agreement, when the employment of full-time permanent stable workers is decreased due to the absence of five (5) or more days, the County will automatically fill that vacancy with a temporary transfer or a part-time seasonal worker.

## 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 County Manager agrees to comply with Department of Personnel Rules, if the emergency condition is to extend beyond four (4) months.



ARTICLE IX.

HOURS OF WORK AND PREMIUM PAY

Section 1.

The normal work week for unit employees on the payroll as of January 1, 1974, shall consist of five (5) consecutive days of eight (8) hours each commencing on Monday and ending 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) 6:00 a.m. to 2:30 p.m. No later than April 1<sup>st</sup> of each year the County and the Union representatives shall meet to discuss the possible implementation of Summer Hours.

b). Winter hours are as follows:

Monday after Labor Day - 7:00 AM to 3:30 PM

c). Golf Operations hours are as follows:

Jan 1 – March 31 - 7:00AM – 3:30PM

April 1 – May 5 - 6:00AM – 2:30PM

May 7 – August 11 - 5:30AM – 2:00PM

August 13 – Sept.22 - 6:00AM – 2:30PM

Sept 24 – October 6 - 6:30AM – 3:00PM

Oct 7 –Mar 31, 2007 – 7:00AM – 3:30PM

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 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. 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.

Employees may choose compensatory time in lieu of overtime providing that accumulated compensatory time does not exceed 40 hours per year and is utilized within three (3) months following the time when it is earned and is approved by the employee's Supervisor.

#### 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. 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.

Effective upon the execution of this Agreement, there shall be a ten (10) minute wash up before lunch and before the end of the workday for stable workers.

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

Section 7.

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

Section 8.

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 9.

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 10.

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.

ARTICLE X.

LONGEVITY

Section 1.

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

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

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

Section 2.

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

ARTICLE XI.

VACATIONS

Section 1.

- (a) During the first calendar year of employment, employees shall earn one (1) vacation day for each month of service during the calendar year following the date of employment.
- (b) Employees with one to eight years of service shall be entitled to fourteen (14) working days vacation each year.
- (c) Employees with eight completed years to ten years of service will be entitled to fifteen (15) working days vacation each year.
- (d) Employees with ten completed years to fifteen years of service will be entitled to eighteen (18) working days vacation each year.
- (e) Employees with fifteen completed years to twenty years of service will be entitled to twenty (20) working days vacation each year.
- (f) Employees with twenty completed years to twenty-five years of service will be entitled to twenty-two (22) working days vacation each year.
- (g) Employees with twenty-five or more completed years of service will be entitled to twenty-six (26) working days vacation each year, plus one additional day of vacation per year for each completed year of service above 25 completed years of service to a maximum of thirty-one (31) working days vacation per year.

Section 2.

Part-time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 above.

Section 3.

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

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

Section 4.

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

Section 5.

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

Section 6.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to the estate of the employee, a sum of money equal to the compensation figured on the salary rate of the employee at the time of death.



Section 7.

If a holiday occurs during the vacation of sick leave, it is not counted as a day of vacation or sick leave.

Section 8.

Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 9.

If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, that employee will be charged with the unearned part of the vacation so taken. This now will be deducted from the final pay check of the employee.

Section 10.

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

ARTICLE XII.

SICK LEAVE

Section 1.

Sick leave for a reasonable period of time may be used by employees who are unable to work because of: (1) personal illness or injury; (2) exposure to contagious disease; (3) care for a seriously ill member of the employee's immediate family (defined herein as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relatives residing in the employee's

household); (4) death in the employee's immediate family. Up to five days may be permitted when such absence is caused by 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.
  - (i) In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
  - (ii) In the case of death in the immediate family, reasonable proof shall be required.

Section 6.

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

### ARTICLE XIII.

#### PERSONAL BUSINESS AND RELIGIOUS LEAVE

##### Section 1.

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

- (a) One (1) day after four (4) months of employment.
- (b) One (1) additional day after eight (8) months of employment
- (c) The third (3<sup>rd</sup>) day may be granted between the tenth (10<sup>th</sup>) and twelfth (12<sup>th</sup>) months of employment.

Effective January 1, 2006, employees who are entitled to a personal day benefits shall be entitled to one "peremptory" use of any given personal day per year. This single peremptory Personal Day shall not be denied or subject to any restrictions, except where granting the

Personal Day would result in a significant impact to an operational justification indicated by the Employer. Personal days may be granted before or after a weekend under extraordinary circumstances, however, not during the months of June, July and August.

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 or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or other relatives residing at employee's household.

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 2008:

New Year's Day	Tuesday, January 1, 2008
Martin Luther King's Birthday	Monday, January 21, 2008
Lincoln's Birthday	Tuesday, February 12, 2008
Washington's Birthday	Monday, February 18, 2008
Good Friday	Friday, March 21, 2008
Memorial Day	Monday, May 26, 2008
Independence Day	Friday, July 4, 2008
Labor Day	Monday, September 1, 2008
Columbus Day	Monday, October 13, 2008
Election Day	Tuesday, November 4, 2008
Veteran's Day	Tuesday, November 11, 2008
Thanksgiving Day	Thursday, November 27, 2008
Day After Thanksgiving Day	Friday, November 28, 2008
Christmas Day	Thursday, December 25, 2008

Section 2.

The Employer has designated the following days as holidays for the year 2009:

New Year's Day	Thursday, January 1, 2009
Martin Luther King's Birthday	Monday, January 19, 2009
Lincoln's Birthday	Thursday, February 12, 2009
Washington's Birthday	Monday, February 16, 2009
Good Friday	Friday, April 10, 2009
Memorial Day	Monday, May 25, 2009
Independence Day	Saturday, July 4, 2009 (celebrated Friday, July 3, 2009)
Labor Day	Monday, September 7, 2009
Columbus Day	Monday, October 12, 2009
Election Day	Tuesday, November 3, 2009
Veteran's Day	Wednesday, November 11, 2009
Thanksgiving Day	Thursday, November 26, 2009
Day After Thanksgiving Day	Friday, November 27, 2009
Christmas Day	Friday, December 25, 2009

Section 3.

The Employer has designated the following days as holidays for the year 2010:

New Year's Day	Friday, January 1, 2010
Martin Luther King's Birthday	Monday, January 18, 2010
Lincoln's Birthday	Friday, February 12, 2010
Washington's Birthday	Monday, February 15, 2010
Good Friday	Friday, April 2, 2010
Memorial Day	Sunday, May 30, 2010 (celebrated Monday, May 31, 2010)
Independence Day	Sunday, July 4, 2010 (celebrated Monday, July 5, 2010)
Labor Day	Monday, September 6, 2010
Columbus Day	Monday, October 11, 2010
Election Day	Tuesday, November 2, 2010
Veteran's Day	Thursday, November 11, 2010
Thanksgiving Day	Thursday, November 25, 2010
Day After Thanksgiving Day	Friday, November 26, 2010
Christmas Day	Saturday, December 25, 2010 (celebrated Fri., December 24, 2010)



Section 4.

The Employer has designated the following days as holidays for the year 2011:

New Year's Day	Saturday, January 1, 2011 (celebrated Fri., December 31, 2010)
Martin Luther King's Birthday	Monday, January 17, 2011
Lincoln's Birthday	Saturday, February 12, 2011 (celebrated Fri., February 11, 2011)
Washington's Birthday	Monday, February 21, 2011
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Columbus Day	Monday, October 10, 2011
Election Day	Tuesday, November 2, 2011
Veteran's Day	Thursday, November 8, 2011
Thanksgiving Day	Thursday, November 24, 2011
Day After Thanksgiving Day	Friday, November 25, 2011
Christmas Day	Sunday, December 25, 2011 (celebrated Mon., December 26, 2011)

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 XV11

SALARIES

Section 1.

There shall be a general wage increase as follows:

January 1, 2008	3% (inclusive of Shift/Weekend Differential)
January 1, 2009	0%
January 1, 2010	0%
January 1, 2011	3% (inclusive of Shift/Weekend Differential)

Section 2.

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

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

Section 3.

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

- (c) 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.
- (d) 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>.

- (e) 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<sup>st</sup>.

#### Section 4.

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 5.

Any employees, upon promotion, may receive a salary increase effective the date of promotion. Promotional salary increases shall consist of a minimum of the highest increment of either the new or old title.

#### Section 6.

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

Section 7.

License compensation. 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.

Treeclimber -- 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.

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

Except for those employees listed in Exhibit "B," all employees required to have a CDL will be compensated as follows:

	<u>CDL A</u>	<u>CDL B</u>
January 1, 2005	\$800	\$400
January 1, 2006	\$1,000	\$500
January 1, 2007	\$1,200	\$600

Any employee who currently possesses a CDL-B will receive the CDL-A Stipend upon receipt of the CDL-A, not to exceed One Thousand Two Hundred Dollars (\$1200.00.)

Section 8.

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 9.

The Carpenter and the Plumber shall receive one extra increment in 2001.

Section 10.

Effective January 1, 2001, Mechanics shall have an additional step added at max.

Section 11.

Effective December 31, 2000, employees will be paid on a bi-weekly basis, with a rotating bi-weekly pay day schedule being implemented on January 1, 2010, for the purpose of being able to maintain a 26 week pay cycle. The pay day will be changed in each successive year as follows:

2010: Friday  
2011: Monday  
2012: Tuesday  
2013: Wednesday  
2014: Thursday

This cycle will be repeated every five (5) years.

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 12.

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 13.

The following criteria entitle employees to retroactive pay:

- Bargaining unit employees who retire during the year in which the contract is settled and ratified;
- Those employees who are on the active payroll at the time contract is settled;
- Employees who are on leaves of absence without pay who subsequently returns to active service with the County are entitled to retroactive pay and benefits negotiated for that contract, exclusive of the period of leave without pay.

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

ARTICLE XVII.

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 XVIII.

DISCRIMINATION OR COERCION

EQUAL EMPLOYEMENT

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 XIX.

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 XX.

### MISCELLANEOUS

#### Section 1.

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

#### Section 2.

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

#### Section 3.

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

#### Section 4.

In the event of Federal and State law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties. However, all other Articles and Sections not so invalidated shall remain in full force and effect.

#### Section 5.

Effective upon the execution of this Agreement, records of minor and major 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.

#### 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.

Section 10.

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

Section 11.

Bump Caps. Employees shall not be required to wear Bump Caps when the golf course is closed, except when performing safety sensitive functions such as tree elevation work, equipment operation, etc., at the discretion of the supervisor.

Section 12. Educational Fund

Recognizing the mutual commitment to education and training for employees covered by this agreement; employees may present requests for education and training programs which will be reviewed and approved by management in its discretion up to a total of \$8000 per year for the years 2005 - 2007. Management will ensure that the fund is dispersed in a fair and equitable way.

ARTICLE XXI.

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 (Generic or Preferred Name Brand first) limited to PPI, SSRI and Intranaseal steroid drugs
- Clinical Intervention (Statement of medical necessity from MD) limited to Anti-Narcoleptic Agents, Weight Loss and Antineoplastic Agents

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 dependants.
- (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 OAP1 (formerly HealthNet POS) shall be maintained for new employees or any employee wishing to participate in that plan. New employees may participate in CIGNA OAP1 (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) 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.

Health Benefit Buy-Out Option – Effective January 1, 2005, the health benefit buy-out option shall be increased to \$5,000.00 annually for employees covered by spouse plan (Family and Husband/Wife) who decline additional health coverage. Also as of June 1, 2007, the Health Benefit Buyout for Single Coverage from another source in the amount of \$1,800.00 shall be effective. The buy-out will be payable in 26 installments over the next year. Employees opting-out shall retain the right to re-enter the County 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.

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 XXII.

### 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.

The shoe allowance shall remain One Hundred Dollars (\$100.00). The purchase is subject to the voucher system previously utilized by the Union, and will be eliminated as a separate allowance effective as of January 1, 2010..

Effective upon the execution of this Agreement, Stable workers shall be entitled to two (2) One Hundred Dollars (\$100.00) shoe allowances.

#### Section 3.

Uniforms. Bargaining unit members may choose any combination of clothing from the items as listed in Exhibit E: Park 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 - four (4) – 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 Park 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, 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.

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.

Section 5.

Bump Caps. Employees shall not be required to wear Bump Caps when the golf course is closed, except when performing safety sensitive functions such as tree elevation work, equipment operation, etc., at the discretion of the supervisor.

ARTICLE XXIII.

TOOLS

Section 1.

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

Section 2.

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

ARTICLE XXIV.

ON THE JOB INJURY

Section 1.

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

- (a) The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness.
- (b) If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive full pay up to the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or up to the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over the County any checks received from the County's Workmen's Compensation insurance carrier.
- (c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as hereinabove defined, the employee shall have the option to retain the temporary disability Workmen's Compensation checks and not receive any additional monies from the County and not have any charge made to

sick leave accumulation, or if the employee wishes to receive full pay and charge sick leave accumulation, the employee shall be permitted to do so provided the employee turns over to the County any temporary disability check or checks received from the County Workmen's Compensation Insurance carrier.

- (d) Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.
- (e) If any employee is absent from work seven (7) days or less arising out of an injury or illness attributable to employment so that the employee is not entitled to receive temporary disability benefits, the employee shall not have any charge made against sick leave accumulation so long as the employee substantially proves that the illness or injury arose out of employment of the employee with the County.

ARTICLE XXV.

DURATION

Except as otherwise specifically provided, this Agreement shall be in effect from January 1, 2008 through December 31, 2011.

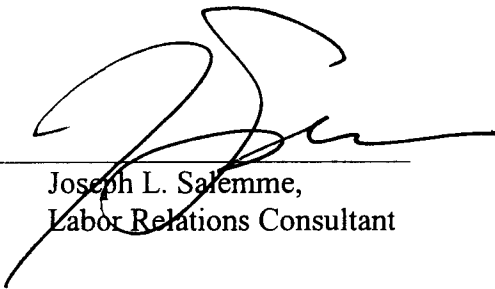
If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

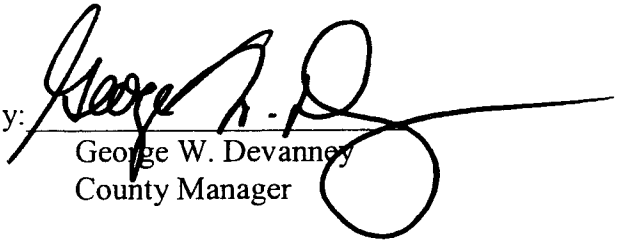


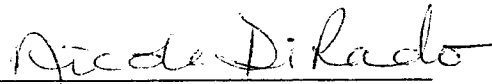
IN WITNESS WHEREOF, the parties have caused same to be executed by its respective officers or agents on this 8<sup>th</sup> day of DECEMBER, 2010.

WITNESSETH:

COUNTY OF UNION


By:   
Joseph L. Saferme,  
Labor Relations Consultant

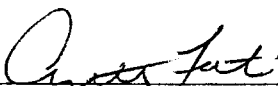
By:   
George W. Devanney  
County Manager

By:   
Nicole DiRado  
Clerk of the Board

PARK MAINTENANCE UNION

By: \_\_\_\_\_  
Joseph Barrick  
Vice-President

By:   
Joseph Petrosky  
President

By:   
Anthony Foti  
Treasurer

**EXHIBIT A**  
**SALARY GUIDE**

PARK MAINTENANCE SALARY RANGES  
1/1/2008 - 12/31/2011

5/13/2010

Title	1/1/2008			1/1/2009			1/1/2010			1/1/2011		
	Minimum	Maximum	steps increment	Minimum	Maximum	steps increment	Minimum	Maximum	steps increment	Minimum	Maximum	steps increment
Assistant Supervising Greenskeeper	43,785	60,535	12	43,785	60,535	12	43,785	60,535	12	45,099	62,351	12
Assistant Supervising Mechanic	43,785	62,861	12	43,785	62,861	12	43,785	62,861	12	45,099	64,747	12
Assistant Supervisor Recreation Maintenance	40,205	58,254	12	40,205	58,254	12	40,205	58,254	12	41,411	60,001	12
Assistant Supervisor Trades	43,785	60,535	12	43,785	60,535	12	43,785	60,535	12	45,099	62,351	12
Assistant Supervisor Trees	43,785	60,535	12	43,785	60,535	12	43,785	60,535	12	45,099	62,351	12
Building Maintenance Worker	36,425	46,547	11	36,425	46,547	11	36,425	46,547	11	37,518	47,943	11
Carpenter Apprentice	38,769	52,501	13	38,769	52,501	13	38,769	52,501	13	39,832	54,076	13
Carpenter	40,810	55,266	13	40,810	55,266	13	40,810	55,266	13	42,034	56,924	13
Electrician	39,792	53,342	12	39,792	53,342	12	39,792	53,342	12	40,986	54,942	12
Electrician - Electrical Contractor License	43,356	58,816	13	43,356	58,816	13	43,356	58,816	13	44,656	60,561	13
Equipment Operator	39,932	51,598	12	39,932	51,598	12	39,932	51,598	12	41,130	53,146	12
Gardener	39,199	50,840	12	39,199	50,840	12	39,199	50,840	12	40,378	52,365	12
Greenskeeper	39,202	50,843	12	39,202	50,843	12	39,202	50,843	12	40,378	52,365	12
Heavy Equipment Operator	41,928	54,178	12	41,928	54,178	12	41,928	54,178	12	43,186	55,804	12
Laborer (hired after 9/1/95)	30,434	48,374	17	30,434	48,374	17	30,434	48,374	17	31,347	49,825	17
Laborer (hired prior to 9/1/95)	41,725	48,374	6	41,725	48,374	6	41,725	48,374	6	42,977	49,825	6
Light Equipment (Mechanic)	35,663	51,602	12	35,663	51,602	12	35,663	51,602	12	36,733	53,150	12
Maintenance Repairer	39,749	53,297	12	39,749	53,297	12	39,749	53,297	12	40,941	54,896	12
Maintenance Repairer Carpenter	39,749	53,297	12	39,749	53,297	12	39,749	53,297	12	40,941	54,896	12
Maintenance Repairer Plumber	39,749	53,297	12	39,749	53,297	12	39,749	53,297	12	40,941	54,896	12
Mason	42,795	56,448	12	42,795	56,448	12	42,795	56,448	12	44,079	58,142	12
Mason's Helper	36,165	51,198	13	36,165	51,198	13	36,165	51,198	13	37,250	52,734	13
Mechanic	39,750	55,007	13	39,750	55,007	13	39,750	55,007	13	40,942	56,657	13
Painter	36,473	50,118	12	36,473	50,118	12	36,473	50,118	12	37,568	51,621	12
Park Maintenance Worker	36,253	51,197	13	36,253	51,197	13	36,253	51,197	13	37,340	52,733	13
Plumber	40,810	55,266	13	40,810	55,266	13	40,810	55,266	13	42,034	56,924	13
Recreation Maintenance Worker	36,253	51,197	13	36,253	51,197	13	36,253	51,197	13	37,340	52,733	13
Senior Animal Attendant	40,205	58,254	12	40,205	58,254	12	40,205	58,254	12	41,411	60,001	12
Senior Carpenter	42,850	58,029	13	42,850	58,029	13	42,850	58,029	13	44,136	59,770	13
Senior Gardener	40,205	58,254	12	40,205	58,254	12	40,205	58,254	12	41,411	60,001	12
Senior Greenskeeper	41,161	53,385	12	41,161	53,385	12	41,161	53,385	12	42,396	54,967	12
Senior Mason (established 12/17/07)	44,935	58,270	12	44,935	58,270	12	44,935	58,270	12	46,283	61,048	12
Senior Mechanic	42,307	57,197	13	42,307	57,197	13	42,307	57,197	13	43,576	58,913	13
Senior Painter	40,894	53,638	12	40,894	53,638	12	40,894	53,638	12	42,121	55,247	12
Senior Plumber	43,418	57,924	13	43,418	57,924	13	43,418	57,924	13	44,720	59,662	13
Senior Recreation Maintenance Worker	38,065	53,757	13	38,065	53,757	13	38,065	53,757	13	39,207	55,370	13
Senior Store Keeper	36,253	51,197	13	36,253	51,197	13	36,253	51,197	13	37,340	52,733	13
Senior Tree Climber	37,444	56,776	12	37,444	56,776	12	37,444	56,776	12	38,567	58,473	12
Stable Worker	36,924	49,763	14	36,924	49,763	14	36,924	49,763	14	38,032	51,256	14
Tree Climber	35,661	54,072	12	35,661	54,072	12	35,661	54,072	12	36,730	55,694	12
Tree Climber (hired prior to 1982)	40,810	54,394	12	40,810	54,394	12	40,810	54,394	12	42,034	56,026	12
Welder	40,810	54,394	12	40,810	54,394	12	40,810	54,394	12	42,034	56,026	12

**EXHIBIT B**

**COMMERCIAL DRIVER'S LICENSE**

<u>EMPLOYEE</u>	<u>TITLE</u>	<u>CDL CLASS</u>
DIDGEON, D.	LABORER	B
ETTORE, M.	REC. MAINT. WORKER	B
FUENTES, F.	REC. MAINT WORKER	A
GARCIA, M.	ASST. SPVR REC/MAINT	B
GORMLEY, J.	ASST. SPVG.GREENSKEEPER	A
RODRIGUEZ, R.	REC. MAIN. WORKER	A
RYAN, T.	ASST. SUPVR. REC. MAINT.	A
STEPHENS, K.	REC. MAINT. WORKER	A
TOMASZEWSKI, M.	ASST. SUPVR. REC. MAINT.	B
TULLO, C.	ASST. SPVNG. GREENSKEEPER	A
VELTRE, L.	REC. MAINT. WORKER	B

**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	\$276.77 per month
H/W Retiree Over 65 H/W Spouse Over 65	\$276.77 per month
Family Over 65	\$442.88 per month
Family Retiree Over 65 Family Spouse Over 65	\$477.85 per month
P/C Retiree Over 65	\$338.69 per month

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 ORDER**  
**PLEASE NOTE THIS LIST IS FOR REFERENCE ONLY AND PRICES ARE SUBJECT TO CHANGE**  
**THE MAXIMUM AMOUNT ALLOWABLE FOR ONE PERSON IS:**

2010 - \$575.00; 2011 - \$625.00

In accordance with the Uniform Bid items will be selected to comply with the combined Clothing & Shoe Allowance \$Amounts

**NAME:** \_\_\_\_\_

**CREW: #** \_\_\_\_\_

(Please Print)

**INSTRUCTIONS:** Choose any combination of clothing. Enter quantity in box provided. Multiply quantity by unit price to get total price. At bottom of page add total price column to get amount spent. You must sign and date the bottom of this page before submitting.

ITEM	SIZE	UNIT PRICE		QTY	TOTAL PRICE
JA122 - Three-Season Jackets		\$32: S-XL	\$33: 2X - 3X		\$34: 4X - 5X
JA254 - Insulated Stadium Jackets		\$59: S-XL	\$62: 2X - 3X		\$70: 4X - 5X
JA013 - Summer Jackets-like Style		\$22.34: S-XL	\$31.08: 2X - 3X		\$32.16: 4X - 5X
JA420OR - Vizguard Safety Jacket		\$52.84: S-XL	\$54.17: 2X - 3X		\$55.51: 4X - 5X
SH010 - Heavy-Duty Long Sleeve Work Shirts		\$10.62: S-XL	\$11.00: 2X - 3X		\$11.38: 4X - 5X
SH011 - Heavy-Duty Short Sleeve Work Shirts		\$9.25: S-XL	\$10.00: 2X - 3X		\$10.75: 4X - 5X
SH277 - Pique Golf Shirt ( <b>Supervisors only</b> )		\$17.54: S-XL	\$18.54: 2X - 3X		\$19.54: 4X - 5X
PA407- Tan/Navy Fleece Lined Cargo Pants		\$26.00: Tan	\$26.00: Navy		\$24.68: Green
PA484 - Green		\$15.00: 28-42	\$16.00: 44-50		\$16.25: 52-58
PA101 - Men's Heavy-Duty Plain Front Work Pants		\$12.00	\$12.00		\$12.00
PA027 - Women's Heavy-Duty Plain Front Work Pants		\$5.50: S-XL	\$5.75: 2X - 3X		\$6.00: 4X - 5X
TE012 - T Shirts		\$21.00: 34-46	\$21.25: 48-50		\$21.50: 52-58
CO014 - Long Sleeve Poplin Coveralls		\$62.20: 34-46	\$68.89: 48-50		\$69.90: 52-58
CO031NV - Duck Bib Overalls (Navy -for Stables only)		\$66.54: 34-46	\$68.59: 48-50		\$72.60: 52-58
CO142 - Sandstone Duck Bib Overalls (Chestnut - Crafts & Moss - Field Force)		\$11.50: S-XL	\$11.75: 2X - 3X		\$12.00: 4X - 5X
SW237 - Crew Neck Sweatshirts		\$23.68: S-XL	\$24.00: 2X - 3X		\$26.00: 4X - 5X
SW016 - Hooded Thermal Sweatshirts					

**TOTAL AMOUNT SPENT: \$** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2010, 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**”)

Insert Name of Individual Employee

**WHEREAS**, the County and Union are parties to a collective bargaining agreement (“CBA”) covering the period January 1, 2008 through December 31, 2011; 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 zero percent increase to base pay for calendar years 2009 and 2010 and other agreements as more particularly set forth in the Memorandum of Agreement dated May 13, 2010, attached hereto as Appendix A (herein the “Memorandum”); and

**WHEREAS**, the Union and Employee only agreed to said zero percent increases based upon the assurances from the County and the Union that the retiree health insurance benefits set forth in the Memorandum were fully vested and would not be subsequently eliminated, modified or otherwise limited, except in accordance with the terms of said 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 of all such parties that this Agreement be fully enforceable according to its plain language which



all parties agree is to be construed in favor of the Employee and against the County and the Union.

5. This Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey without giving effect to its conflicts of law rules.

6. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the Employee's heirs and the executor of his/her estate, also are bound. This Agreement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.

7. This Agreement embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Agreement may not be modified except by written instrument executed by all the parties hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

COUNTY OF UNION

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

\_\_\_\_\_  
ATTEST

**Park Maintenance Union**

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

\_\_\_\_\_  
ATTEST

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

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

\_\_\_\_\_  
ATTEST