

AGREEMENT

Between

THE COUNTY OF UNION

and

LOCALS 68 - 68A - 68B AFFILIATED WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

EFFECTIVE: JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

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PREAMBLE

THIS AGREEMENT made this 18th day of NOVEMBER, 2011, between THE COUNTY OF UNION (hereinafter called the "Employer"), and LOCALS 68 - 68A - 68B affiliated with INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, (hereinafter called the "Union");

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

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the County recognized as being represented by the Union as follows:

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the International Union of Operating Engineers, AFL-CIO, as the exclusive representative for all its Stationary Engineers, Plumber-Steamfitters, Assistant Supervising Plumber, Assistant Supervising HVAC Mechanic, HVAC Mechanic (Low Pressure License), Maintenance Repairmen (Low Pressure License) and Assistant Chief Stationary Engineers at its location of a complex building known as the Union County Courthouse located in the City of Elizabeth, in the State of New Jersey, and those buildings under the control of the County of Union requiring the skills and licensing, if necessary, as those presently under the jurisdiction of Local 68 Operating Engineers, but excluding Plumbers and/or Maintenance Repair Plumbers employed in the Department of Operational Services.

ARTICLE 2

MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

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

Section 2.

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

Section 3.

Except as modified, altered or amended by the within Agreement, the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America, including but without limitation the following rights, privileges and functions:

(a) The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment.

(b) The right to hire employees and subject to existing civil Service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, demotion, promotion and transfer; and to discipline for just cause.

(c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed against any employee.

Section 4.

The exercise of the foregoing powers, right, 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 thereto 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 law or regulations as they pertain to County Manager form of government.

ARTICLE 3

COLLECTIVE BARGAINING PROCEDURE

Section 1.

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

Section 2.

Collective bargaining meetings shall be held at times and places mutually convenient and at the request of either the Employer or the Union.

Section 3.

Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings will be excused from their work assignments without compensation by the Employer, provided their absence would not seriously interfere with the operation of the Employer.

ARTICLE 4

PAYROLL DEDUCTION OF UNION DUES

Section 1.

An employee who wishes to have the Employer deduct the amount of monthly Union membership dues from his pay for transmittal to the Union shall authorize such deduction in writing to his department head who shall deliver it immediately to the Payroll Department.

Section 2.

The amount of monthly Union membership dues will be certified by the President or an international representative of the Union in writing to the Employer and the amount so certified will be uniform for all members of the Union. A certification which changes the amount of dues shall become effective on the first day of the calendar month following a thirty (30) day, period after such certification is received by the Employer.

Section 3.

One (1) deduction in respect to the current month's dues will be made monthly, provided the authorization is received in the Payroll Department not less than three (3) weeks in advance of the scheduled pay date, and provided there is sufficient pay available to cover the same for fifty (50%) percent of the amount authorized after all deductions required by law or authorized by the employee have been made. Deductions will not be made in respect to any prior monthly dues, except when the Employer, through error or oversight, fails to make the deduction in any monthly period.

Section 4.

(a) Effective the first of the month following thirty (30) days after the signing of this contract, 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 deductions, pay a representation fee in lieu of dues for services rendered by the Union.

(b) The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to, or benefit only its members, but in no event shall such fee exceed eighty-five (85%)

percent of the regular membership dues, fees and assessment.

(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, which shall be 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 the signing of this Agreement shall on the first of the month after thirty (30) days of employment be charged thirty-one dollars and twenty-five cents (\$31.25) for Licensed Operating Engineers, and twenty-five (\$25.00) dollars for skilled plumbers, mechanics, etc. per period. These deductions shall continue until the initiation fee is paid in full. The County will remit this fee along with any union dues by the fifteenth (15th) of the following month.

(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 membership dues to the Union.

(f) Effective the first of the month following thirty (30) days after the signing of this

Agreement, 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) days 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 Union or its representatives.

Section 5.

The County shall remit to the Union all deducted dues monies no later than the 15th of the month following the month for which dues were deducted and will be accompanied by a list showing the names of the employees from whose pay:

- (a) Regular deductions have been made;
- (b) Deduction has been made for a prior monthly period;
- (c) No deduction has been made because of insufficient earnings in pay period.

If dues remittances have not been received by the Union in full within 30 days from the 15th of the month following the month for which dues were deducted, the Union may bypass the grievance procedure and file directly for arbitration.

Notwithstanding anything in this Agreement to the contrary, if the Arbitrator find that the employer was delinquent in transmitting deducted dues payments to the Union, the Arbitrator may award interest, at the prime rate of the delinquent amount to the award as liquidated damages and may hold the employer liable for the full cost of the Arbitrator's fee.

Section 6.

An authorization for deduction of Union membership dues shall be terminated automatically when an employee is transferred out of the bargaining unit, or is removed from the payroll of the Employer, or goes on a leave of absence without pay for more than one (1) month, and there shall be no obligation on the part of the Employer to continue dues deductions in effect in the absence of an applicable collective bargaining agreement.

Section 7.

If an employee, in accordance with the Statute in such case made and provided, terminates his Union membership, the representation fee, as hereinabove provided for, shall be paid over thereafter to the Union provided, however, if the said employee desires to reinstate his Union membership upon such authorization being given to the County, the dues deduction shall thereafter be made in accordance with the provisions provided above.

Section 8.

In addition to the indemnification provided for under the Agency Shop provisions, set forth above, the Union further agrees that it will indemnify and save harmless the County against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union pursuant to the terms of this Article.

ARTICLE 5

DISCRIMINATION OR COERCION

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 membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE 6

NO STRIKES OR LOCKOUTS

Section 1.

There shall be no lockouts, strikes, work stoppage or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone 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 employees 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. In the event that the Union's members participate in such activities, in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE 7

CONDUCTING UNION BUSINESS DURING WORKING HOURS

Section 1.

The Union shall neither solicit members nor conduct any union 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 bargaining;
- (b) time spent conferring with management on specific grievances as specified in the Grievance Procedure, Article 9, and;
- (c) observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observation can properly be conducted only during the working hours of the employee(s) involved, in which case, the observation will be held during standard working hours and not when employees are working on premium time.

ARTICLE 8

EMPLOYEES SERVING AS UNION REPRESENTATIVES

Section 1. Designation of the Union representatives (including Union Officers):

(a) The Union shall advise the Employer in writing of the names of its representatives and their respective authorities (including titles of Union officers). Such notification shall be signed by the President of the Local or by the International Representative and shall specify the type of responsibility to which each has been assigned. Union representatives shall not be recognized as such prior to receipt by the Employer of such notices nor shall they be recognized beyond the extent of authority delegated.

(b) It is agreed that there shall be no more than one (1) such representative in the bargaining unit at any one time during the term of this Agreement.

Section 2.

Excused absences for Union duties at Union request:

(a) Upon the request of the Union, the authorized representative who has been selected by the Union to perform Union duties which take him from his work, shall be excused from his work for a reasonable length of time. The Union agrees that they will not ask that the representative be so excused from his work at a time when his absence will seriously interfere with the operation of the Employer.

(b) Such excused absence from work shall be without pay and ordinarily shall be limited to a cumulative period of thirty (30) days in a calendar year.

(c) Each time the authorized representative is excused from his assigned duties to perform Union duties, he shall:

1. Arrange with his supervisor to leave his work.
2. Notify the supervisor of any employer facility visited, on arrival, and make arrangements for any observation necessary.
3. Notify his supervisor upon return to the job.
4. Record his time out and time in with his supervisor upon leaving and returning to his job.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances and to that end, the following procedures shall be the sole and exclusive method of resolution consistent with the applicable civil service laws, rules and regulations of the State of New Jersey. All time limitations set forth herein shall be considered as the maximum and failure to act within the allotted time period shall be deemed to constitute a waiver and abandonment of the grievance, unless mutually extended by the parties in writing.

STEP 1: An employee with a non-disciplinary grievance shall first discuss it with his immediate supervisor either directly or through an authorized union shop steward within five working days after the employee knew or should have known of the event giving rise to the grievance.

STEP 2: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five working days after the presentation of that grievance at Step 1, the union may file within five working days with the director of the department in which the aggrieved employee is assigned a written grievance setting forth the nature of the grievance and designated contract provision(s) claimed to have been violated. The grievance shall be discussed by the authorized union representative and the

director of the department or his designee at a mutually agreeable time and place not later than five working days after the grievance has been filed. Within ten working days after the meeting, the director of the department shall notify the union of his decision in writing. All disciplinary grievances shall commence at Step 2.

STEP 3: If the grievance is not resolved at Step 2, or if no written decision has been rendered within ten working days after the Step 2 meeting, the union shall file the grievance together with all supporting documentation with the County Manager within five working days. At the sole discretion of the County Manager, a meeting may be held with the authorized union representative relative to the grievance. The County Manager shall render a written answer to the grievance within ten working days of the filing of the grievance or of any grievance meeting, whichever is later.

STEP 4: If the grievance is not resolved at Step 3, or if no written answer has been rendered within the allotted time of Step 3, the union shall in ten working days make a written demand for arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, with a copy of the demand being delivered to the County Manager and Director of Personnel for the County of Union. The written demand for arbitration shall set forth the specific nature of the dispute and specific provisions of the Agreement claimed to be violated. The selection of an arbitrator as well as the conduct of the arbitration hearing shall be in accordance with the rules and regulations of the New Jersey State Board of Mediation then in effect.

The arbitrator so selected shall hear the dispute at a mutually agreeable time and place.

The decision of the arbitrator shall be final and binding upon the employer, the union, and the employee(s) and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be considered under consideration by an arbitrator until he has rendered his written decision which shall be done within 30 days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the employer any obligations or liability not expressly assumed by the employer under the provisions of this Agreement; nor may the arbitrator deprive the employer of any right reserved, expressed or implied, by it for its benefit hereunder.

The cost of the arbitrator's fee shall be borne equally by the parties. Each party shall be responsible for its own cost incurred in arbitration.

ARTICLE 10

WORK SCHEDULES

Section 1.

The standard weekly work schedules for employees engaged in work that requires employee services continuously throughout the standard work week shall consist of five (5) daily work schedules of eight (8) hours arranged by the Employer within the standard work week, frequently including Saturdays, Sundays or holidays.

Section 2.

The Employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the daily work schedule, and to vary from the daily or weekly work schedule.

ARTICLE 11

OVERTIME

Section 1.

It is recognized that the needs of the Employer may require overtime work beyond the employee's standard daily or weekly work schedule and the jobs involved must be adequately manned by qualified employees working on an overtime basis.

Section 2.

(a) The amount of overtime and the schedule for working such overtime will be established by the Employer and employees shall work such overtime as scheduled unless excused by the Employer. It is understood that before employing part-time employees, the Employer will use full-time employees to the extent possible to perform all such overtime work as may be required by the Employer.

(b) The Employer agrees that, before overtime that is refused can be charged against an employee for purposes of equalization of distribution of overtime, he must receive at least two (2) hours' notice of the scheduling of the overtime.

Section 3.

Pay at time and one-half the straight time hourly pay shall apply to authorized time worked in excess of forty (40) hours in the standard work week.

Section 4.

Time within the employee's standard work week for which he receives pay from the Employer shall be credited to time worked in computing the forty (40) hours at straight time hourly pay.

Section 5.

For employees whose tour of duty starts on or before midnight, all hours worked during the tour of duty shall be counted as having been worked on the day on which he reported. There shall be no pyramiding of overtime.

Section 6.

Overtime work, as provided above, shall be equally distributed among employees within their respective departments, as is reasonably practical among those capable of performing the work to be done.

ARTICLE 12

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 and separations shall be in accordance with the revised civil service rules for the State of New Jersey as applicable to County governments.

ARTICLE 13

SICK LEAVE

Section 1.

Sick leave 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 reasonable period of time, of a seriously ill member of the employee's immediate family (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 for a reasonable period of time. Up to five days may be permitted when such an absence is caused by the death and attendance at the funeral of a spouse or a child and up to three days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined above.

Sick leave may also be used by a handicapped employee for absences related to the acquisition of 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 him to sick leave, his supervisor 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 credit shall not accrue after an employee has resigned or retired although his/her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

(f) Unused sick leave shall accumulate from year to year without limit.

Section 4.

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer. In addition, the Employer, in its discretion, may require proof of illness of an employee on sick leave whenever such proof is reasonable.

Section 5.

Any employee who has been absent on sick leave for a period totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable

medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature causing an employee's periodic repeated absence from duty for one (1) day or less in which event, only one medical certificate shall be required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6.

The parties agree to continue the County program of payment for unused sick leave upon retirement in accordance with the requirements of that program as set forth in its regulations which are attached hereto as Exhibit A.

Section 7.

a) For those employees who are not replaced on overtime when absent the following applies:

For every consecutive six (6) months without absences, employees shall receive one (1) extra day of pay, and if twelve (12) consecutive months without an absence, two (2) extra days of pay shall be received. If an employee receives two extra days pay for attendance, the initial six month period shall commence once again. Therefore, no employee shall exceed two (2) extra days of pay in any twelve month period for perfect attendance.

b) For those employees replaced on an overtime basis the following applies:

For every consecutive three (3) months without absences, employees shall receive one (1) extra day of pay and one (1) additional day for the entire year, either as time-off or as pay.

ARTICLE 14

PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

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

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

months of employment.

Section 2.

No personal leave shall be applied for, approved or granted, immediately before or after any vacation period, holiday period or weekend, except under extraordinary circumstances.

Section 3.

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

ARTICLE 15
DEATH IN FAMILY

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, grandchild, mother in-law, and father-in-law, or other relative residing at employee's household.

ARTICLE 16
JURY DUTY

Section 1.

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

Section 2.

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

ARTICLE 17
VACATIONS

Section 1. **Vacation Eligibility:**

(a) During the first calendar year of employment, employees shall be entitled to one (1) vacation day for each month of service during the calendar year following the date of employment.

(b) Employees with one (1) to eight (8) years of service shall be entitled to thirteen (13) working days vacation each year.

(c) Employees with eight (8) completed years of service to ten (10) years of service will be entitled to fourteen (14) working days vacation each year.

(d) Employees with ten (10) completed years to fifteen (15) years of service will be entitled to seventeen (17) working days vacation each year.

(e) Employees with fifteen (15) completed years to twenty (20) years of service will be entitled to nineteen (19) working days vacation each year.

(f) Employees with twenty (20) completed years to twenty-five (25) years of service will be entitled to twenty-one (21) working days vacation each year.

(g) Employees with twenty –five (25) completed years of service will be entitled to twenty-eight (28) working days vacation each year.

(h) Employees with twenty –six (26) completed years of service will be entitled to twenty-nine (29) working days vacation each year.

(i) Employees with twenty –seven (27) completed years of service will be entitled to thirty (30) working days vacation each year.

(j) Employees with twenty –eight (28) completed years of service will be entitled to thirty-one (31) working days vacation each year.

(k) Employees with twenty –nine (29) completed years of service will be entitled to thirty-two (32) working days vacation each 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 wishes in this regard. 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 his estate a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 7.

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

Section 8.

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

Section 9.

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

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 into the next succeeding year only.

ARTICLE 18

HOLIDAYS

Section 1.

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 2.

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 3

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 8, 2011
Veteran's Day	Friday, November 11, 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 4.

The Employer has designated the following days as holidays for the year 2012:

New Year's Day	Sunday, January 1, 2012 (celebrated Monday, January 1, 2012)
Martin Luther King's Birthday	Monday, January 16, 2012
Lincoln's Birthday	Sunday, February 12, 2012 (celebrated Mon, February 13, 2012)
Washington's Birthday	Monday, February 20, 2012
Good Friday	Friday, April 6, 2012
Memorial Day	Monday, May 28, 2012
Independence Day	Wednesday, July 4, 2012
Labor Day	Monday, September 3, 2012
Columbus Day	Monday, October 8, 2012
Election Day	Tuesday, November 6, 2012
Veteran's Day	Sunday, November 11, 2012 (celebrated Mon, November 12, 2012)
Thanksgiving Day	Thursday, November 22, 2012
Day After Thanksgiving Day	Friday, November 23, 2012
Christmas Day	Tuesday, December 25, 2012

Section 5.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus payment at time and one-half (1½) their regular rate of pay for all hours actually worked on the holiday, subject to the overtime provision set forth in this Agreement.

Upon the occasion when Christmas Day, New Year's Day, or the 4th of July occur on a weekend, and are celebrated by the County on a Friday or Monday, the actual holiday shall be treated as such for any Engineer scheduled to work.

Section 6.

Employees assigned to departments which work on a continuous operation of twenty-four (24) hours per day, seven (7) days per week, and who have previously been granted compensatory time for holidays which fall on a non-working day, shall now receive payment or compensatory time in lieu thereof, at the employee's discretion for such holiday not worked; such

election shall be made two (2) weeks from the date of the holiday.

Compensatory time under this provision of the contract must be taken within the calendar year in which such holiday occurs.

ARTICLE 19

EMPLOYEE BENEFIT PLANS

Section 1.

Upon meeting the necessary requirements, employees in the bargaining unit will be covered by the following benefit plans:

- (a) Public Employee's Retirement System.
- (b) Group Life Insurance
- (c) Hospitalization and Major Medical Insurance Plan, with the option of the County to have a form of self-insurance plan or have the same placed with an insurance company or companies.

The Employer reserves the right to change or modify existing carrier or carriers that 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 reasonable notice to Local 68 of its intention to change any such carrier before implementation and will meet with representatives of Local 68 upon request before implementation.

- (d) The prescription network known as Medco (CCN II Network) shall be maintained.
- (e) Workers' Compensation.
- (f) Pre-Admission Review (PAR) with 50% cutback and mandatory second surgical

opinion (MSSOP) with 50% cutback.

(g) No flow through of prescription co-payments to major medical portion of health insurance.

Section 2.

Effective April 1, 2011, the following shall apply to current employees' health benefits:

(a) CIGNA OAP2/OAP3 as of July 1, 2009 (formerly Direct Access) shall replace CIGNA OAP5/OAP6 as of July 1, 2009 (formerly Horizon PPO) with current co-pays maintained:

- (1) \$10.00 co-pay for in network services – doctor's office visits only
- (2) \$10.00 co-pay for all out of network services
- (3) The Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- (4) Emergency Room co-pays of \$25.00 per visit shall be implemented.

(b) Horizon HMO and POS plans remain eliminated.

(c) CIGNA OAP1 as of July 1, 2009 (formerly HealthNet POS) shall be maintained for new employees (i.e., those hired after 7/1/2001) or any other employee wishing to participate. New employees may participate in CIGNA OAP5/OAP6 as of July 1, 2009 (formerly Horizon PPO) or CIGNA OAP2/OAP3 as of July 1, 2009 (formerly Direct Access) at their expense.

(1) New employees will be provided with CIGNA OAP1 as of July 1, 2009 (formerly HealthNet POS) Plan Only, and shall

contribute as follows:

- (a) Family Coverage: \$25 per month
- (b) Single Coverage: \$15 per month

(2) The contribution shall be increased by the proportionate annual increase in the plan cost. Employees may opt for a different plan, during open enrollment periods scheduled at various times throughout the year, at their own expense. 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.

(d) CIGNA OAP5/OAP6 as of July 1, 2009 (formerly Horizon PPO) shall be maintained for employees choosing the plan with their cost being the difference between the CIGNA OAP5/OAP6 (formerly HPPO) premium and CIGNA OAP2/OAP3 as of July 1, 2009 (formerly Direct Access) premium in any given year.

(e) Employees hired before July 1, 2002, shall contribute towards the cost of health insurance as follows:

(1) Salary under \$55,000:

Single coverage remains \$10 per month
Family, PC, or HW coverage \$25 per month (increase of \$15.00 per month)

(2) Salary over \$55,000:

Single coverage \$25 per month
Family, PC, or HW coverage \$40 per month

Employees hired between July 1, 2002, and March 31, 2011*, shall maintain their current contribution rate inclusive of the increase specified in the Collective Bargaining Agreement not to exceed:

*7/1/02 to 3/31/11

Family	2.5%
H/W & P/C	2%
Single	1.5%

*Contribution rate for employees hired after July 1, 2002, will be capped at these rates

Employees hired after July 1, 2002, 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.

Effective April 1, 2011, new employees shall contribute the following percentages of salary:

	<u>4/1/11</u>
Family	3%
H/W & P/C	2.5%
Single	2%

Effective April 1, 2011, new employees shall contribute the percentages of salary as indicated above (which includes any legally required contribution). Except that all premium sharing shall be replaced with 1.5% statutory requirement. All members of Local 68 will be subject to any mandatory and preemptive change in the statutory amount.

Section 3.

Effective January 1, 2004, the deductible shall be reduced to \$100 for each employee and an additional amount of \$200 for eligible dependants.

Co-payment by employees for major medical coverage shall be 20% of the first \$5,000 of eligible expenses. Effective July 1, 2002, co-payment shall be 30% the Out of Network Cost Share remains at 70%/30% for all employees.

Section 4.

Effective April 1, 2011, the Drug Prescription Plan Co-payments shall be amended and provided to unit employees pursuant to the following terms:

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.

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.

The restriction on flow through of prescription co-payments to the Major Medical portion of the health coverage shall be continued.

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 Intranasal steroid drugs
- Clinical Intervention (Statement of medical necessity from MD) limited to Anti-Narcoleptic Agents, Weight Loss and Antineoplastic

Section 5.

The County of Union will continue to provide a Basic Dental Plan covering employees only. The premium shall not exceed Fifty (\$50.00) Dollars per year to be paid by the County. Effective July 1, 1996, employees covered by this Agreement shall have the option to maintain the existing plan or obtain an improved dental plan, either single or family, that provides coverage on an 80/20 percent basis up to \$1,000. Employees shall also have the option to select coverage under the Health Plex Plan. Employees who opt for any of these coverages shall pay the full cost difference that exceeds the Employer's cost of the base plan.

Effective September 1, 2006, the annual cap on employee only basic dental plan shall be increased to \$2,000.

Section 6.

The County agrees to continue a program of subsidization of health insurance costs for retirees who were represented by the Union under the terms of this labor contract with the County for employees who retire after December 31, 2012. The conditions and requirements for retirees to receive the benefit of the subsidization program are set forth on Exhibit C-2 which is attached hereto and made a part hereof. The benefits to retirees as provided for herein are limited to the term of this Agreement and become a subject of bargaining thereafter. If the eligibility terms of this plan change by reason of negotiations for the next contract, the parties agree to negotiate for any employees employed from December 31, 2012 (and this is the same subsidy plan that was in effect since January 1, 1986) who are covered under this contract and who retire during the term and who would meet the eligibility requirements.

Section 7.

The County shall contribute the sum of One Hundred (\$100.00) Dollars per employee per year towards the cost of a Disability Plan in effect between the County and International Union of Operating Engineers, Local 68. Employees shall contribute by way of payroll deduction towards the payment for this Plan to the extent that the cost exceeds the sum of One Hundred (\$100.00) Dollars per year per employee. The plan shall be applicable to all employees covered by this Agreement.

Section 8. Health Benefit Buyout Option

Any employee with either Family coverage in any of the available health benefits plans may voluntarily opt out of that plan provided their spouse has either Family coverage either through the County or through another employer. In return for opting out, the County shall pay to the employee the sum of \$5,000.00 annually, to be paid in 26 installments over the next year. The County shall

pay to the employee the sum of \$1,800.00 annually for single coverage from another source. This payment will be prorated if less than one year of the benefit is available. Employees 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.

Section 9. Vision Plan

Effective April 1, 2007, the VSP Plan shall be implemented for employees only and 100% of the premium for the Plan will be paid by the County.

ARTICLE 20

LONGEVITY

Section 1.

All employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No.163 in the year 1967 and amendments and supplements thereto; provided, however, that any employee hired subsequent to January 1,1973, shall not be covered by, nor entitled to the benefits of, the longevity program. Said longevity payments shall be calculated and paid in accordance with the practice as they existed prior to the effective date of this Agreement.

ARTICLE 21
SALARIES

Section 1.

Salaries will be adjusted in accordance with the salary guide, which is attached hereto as Exhibit A.

Retroactive to January, 2009, there will be an across the board general wage increase for all employees as follows:

January 1, 2009	3%
January 1, 2010	0%
January 1, 2011	0%
January 1, 2012	2.5% + \$885 (clothing and shoe allowance rolled into base)

All employees in guide will also receive their automatic step increases.

Bargaining unit employees who are on leaves of absence without pay shall receive pro rata retroactivity upon return to active service.

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 the 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.

Section 2. Adjustments in rates of pay.

(a) Employees hired or who have been promoted and have less than one (1) year of service in the position, shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into.

(b) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1st and June 30th, shall receive their increments as of January 1st.

(c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1st and December 31st, shall receive their increments as of the first payroll period in July.

Section 3.

Effective January 1, 2010, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year in order to maintain a 26 week pay cycle:

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

This cycle will continue every five years.

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

ARTICLE 22

MISCELLANEOUS

Section 1.

Employees covered under this Agreement shall be entitled to a meal allowance in accordance with the following:

Effective April 1, 2011, the meal allowance shall be \$14.00 for twelve (12) consecutive hours of work and \$17.00 for sixteen (16) consecutive hours or more of work.

Section 2.

Employees who work from 10:00 p.m. to 6:00 a.m. shall be allowed a shift allowance of \$35.00 per week over and above their base rate of pay effective the first pay following ratification.

Effective and retroactive to January 2006, the shift allowance for employees who work from 10:00 p.m. to 6:00 a.m. shall be increased as follows:

<u>2006</u>	<u>2007</u>	<u>2008</u>
3.75%	4.00%	4.00%

Section 3.

Employees who work from 2:00 p.m. to 10:00 p.m. shall be allowed a shift allowance of \$30.00 per week over and above their base rate of pay, effective the first pay following ratification.

Effective and retroactive to January 2006, the shift allowance for employees who work from 2:00 p.m. to 10:00 p.m. shall be increased as follows:

<u>2006</u>	<u>2007</u>	<u>2008</u>
3.75%	4.00%	4.00%

Section 4.

When a plumber, or assistant supervising plumber, is called in on an emergency, he shall be allowed a flat rate of One Dollar and Fifty Cents (\$1.50) for the extra use of his automobile. The One Dollar and Fifty Cents (\$1.50) is to cover those cases when the employees have gone home and they are called back following their regular hours. Effective January 1, 2002, the auto allowance shall be increased to Five (\$5.00) Dollars. The aforesaid benefit will be paid at all times when the aforesaid employees are called in on an emergency basis.

In addition to the automobile allowance, employees called in on an emergency basis as set forth above shall be guaranteed pay in the amount of one-half ($\frac{1}{2}$) hour of overtime at time and one-half. Also if an employee is requested to stay for any repair or emergency, he/she shall be guaranteed one-half ($\frac{1}{2}$) hour of overtime at time and one-half.

Section 5.

Employees will continue to be permitted to submit a voucher with proof of purchase of one pair of safety shoes. Effective January 1, 2002, the shoe allowance shall be increased to a maximum of \$110 per year, and shall increase by ten (\$10) dollars each contract year to a maximum of one hundred forty dollars (\$140) January 1, 2005.

Employees will continue to be permitted to submit a voucher with proof of purchase for one pair of safety shoes to a maximum of One Hundred Forty Dollars (\$140) per year for January 2006 and January 2007 respectively. Effective January 2008, employees will be permitted to submit a voucher with proof of purchase for two (2) pairs of safety shoes up to a maximum of Two Hundred Dollars (\$200) per year. Effective January 1, 2012 Clothing/Uniform and Shoe Allowances will be combined and rolled into base salary (see Section 8).

Section 6.

Any employee who possesses or obtains a Red Seal License or Plumber's License issued by the State of New Jersey shall receive a stipend each January of each year in the amount of \$775.00.

Section 7.

It is understood and agreed that the International Union of operating Engineers conducts a training school and offers courses in such areas as refrigeration, air conditioning, welding, steam controls, etc. It is further understood that courses conducted by the training school run approximately 110 hours. The County of Union agrees that, if any of the employees covered by the terms of this Agreement (up to a maximum of 5 employees per year) on or after the signing of this Agreement attend the training school and are certified by the Union to have completed the 110-hour course, they shall be reimbursed a total sum of Five Hundred and Fifty (\$550.00) Dollars as and for the tuition for attending the school and taking the initial courses referred to. If an employee has successfully completed an initial training course and thereafter returns to take additional courses, he shall be reimbursed a total sum of Fifty (\$50.00) Dollars per year thereafter for satisfactorily attending and completing any such additional courses. The reimbursement shall only be made by the International Union certifying satisfactory attendance and completion of any of the courses offered.

Section 8.

CFC Stipends shall be payable January of each year in the amount of \$525.00.

Section 9.

During the term of this Agreement, all employees covered hereunder shall be provided with one (1) hooded winter jacket. During the term of this Agreement, Plumbers and Assistant Plumber Foreman and HVAC Mechanic L.P.L. shall be supplied rain gear, which shall be replaced when damaged or once every three years, and leather palm gloves, coveralls and knee high boots which shall be replaced as needed on exchange basis. Employees shall pay for the replacement if the exchange item is not provided.

Effective January 1, 2000, the County will furnish one (1) pair of heavy-duty cotton coveralls with hood, one (1) winter jacket with hood and one (1) pair of safety ear protectors to each Engineer and HVAC Mechanic L.P.L. each year. The specific brand of these items will be mutually decided upon by labor and management.

Stationary Engineers shall receive five (5) sets of uniforms per year. HVAC & Plumber Mechanics shall receive six (6) sets of uniforms per year.

Effective January 1, 2012 Clothing/Uniform and Boot Allowances will be combined and rolled into base salary in the amount of \$885. The County shall no longer distribute uniforms to employees, but shall continue to provide required County logo patches and/or embroidery. It shall be the responsibility of each employee to report for work in the proper uniform. Failure to do so may subject the employee to discipline.

Section 10. ENGINEER/CO-GEN OPERATOR SALARY ADJUSTMENT

Effective March, 2007, the County terminated the utilization of its Co-generation Facilities and there is no intent to utilize said facilities at any time in the future.

Section 11.

Effective November 1, 1999, the County will furnish the engineers with the tools needed to perform their work duties. The employees are responsible for the maintenance and replacement of the tools if they are damaged or broken due to mistreatment. The County will replace tools when necessary due to normal work usage.

Section 12.

It is agreed that there will be random drug and alcohol testing for all members of Local 68. Testing is unannounced and administered in accordance with Federal Regulations and established procedures. An employee testing positive for alcohol and drug use is subject to suspension or revocation of license in accordance with any applicable State and/or Federal Statute.

Section 13.

As soon as practicable, the County, through the Division of Facilities Management, will initiate a mandatory on-site Training Program known as BOMI (Building Owners and Managers Institute) for bargaining unit members. Effective January 1, 2009, the Training Program known as BOMI will be changed to NATE (North American Technician Excellence) with all terms and conditions hereto being maintained:

- A. The training will be funded by the County.
- B. Those employees who successfully complete the training will be eligible for a \$500.00 performance bonus, not added to base salary, as long as the employee is able to

demonstrate exceptional performance utilizing the skills and knowledge acquired in the NATE Training Program in the prior twelve (12) month period.

C. The parties will meet to develop performance evaluation criteria and procedures to facilitate this program in a timely fashion.

Section 14.

Effective the first pay following ratification, the County will pay a weekend differential of fifty-cents (\$.50) per hour.

The weekend differential will be increased as follows:

<u>2006</u>	<u>2007</u>	<u>2008</u>
3.75%	4.00%	4.00%

Section 15. Residency

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

Section 16.

If an employee is contacted on their time off for advice about how to correct a problem at their job site said employee shall receive one-half (½) hour of overtime at time and one-half.

Section 17. Discipline

All discipline shall be for "Just Cause." Effective upon execution of this Agreement, records of minor and major discipline will remain on file but will not be used for purposes of further discipline after three (3) years of a clean record on the same or similar issues.

ARTICLE 23
ON THE JOB INJURY

Section 1.

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

(a) The employee shall notify the Supervisor and the Personnel office of the work related injury or illness.

(b) If the County's Workers' Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his full pay for 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 for up to the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case, no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workers' Compensation Insurance carrier.

(c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as defined above, the employee shall have the option to retain his temporary disability Worker's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received

from the County's Workers' Compensation Insurance carrier.

(d) Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

(e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

ARTICLE 24

DURATION

Section 1.

This Agreement shall become effective January 1, 2009 and shall continue in effect until 11:59 p.m., December 31, 2012.


Section 2.

If, prior to the termination of this Agreement, either party desires to change the same, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement and advise the other party of the proposed changes and their desire to terminate the existing Agreement. If notice is not given, as herein required, this Agreement will automatically be renewed and continued for another year.

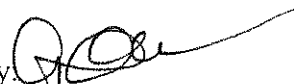
IN WITNESS WHEREOF, the parties have caused the same to be executed by its respective officers or agents on this 18th day of NOVEMBER 2011.

WITNESSETH:


COUNTY OF UNION



Joseph Salemme
Labor Relations Consultant

By: 

Alfred J. Faella,
County Manager


By: 

Nicole DiRado,
Clerk of the Board


ATTEST:

LOCAL 68-68A-68B AFFILIATED


WITH INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO

By: 

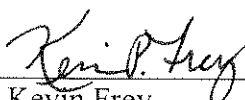
Edward Boylan
President

By: 

Thomas Giblin
Business Manager

By: 

Michael D. Lewis
Business Representative

By: 

Kevin Frey
Recording Secretary

EXHIBIT A
SALARY GUIDES

Local 68

HVAC Mech LPL

	1/1/2008	1/1/2009	1/1/2010	1/1/2011	1/1/2012
1	40,003	41,203	41,203	41,203	43,119
2	43,335	44,635	44,635	44,635	46,636
3	46,667	48,067	48,067	48,067	50,153
4	49,999	51,498	51,498	51,498	53,671
5	50,816	52,340	52,340	52,340	54,534
6	51,633	53,182	53,182	53,182	55,396
7	52,450	54,024	54,024	54,024	56,259
8	53,267	54,865	54,865	54,865	57,122
9	54,085	55,707	55,707	55,707	57,985
10	54,902	56,549	56,549	56,549	58,848
11	55,719	57,391	57,391	57,391	59,710
12	58,478	60,232	60,232	60,232	62,623

Local 68
STATIONARY ENGINEER

1/1/2008

STEPS	1/1/2008	1/1/2009	1/1/2010	1/1/2011
1	43,301	44,600	44,600	44,600
2	46,633	48,032	48,032	48,032
3	49,965	51,464	51,464	51,464
4	53,296	54,895	54,895	54,895
5	54,114	55,737	55,737	55,737
6	54,931	56,579	56,579	56,579
7	55,748	57,420	57,420	57,420
8	56,565	58,262	58,262	58,262
9	57,382	59,104	59,104	59,104
10	58,200	59,946	59,946	59,946
11	59,017	60,787	60,787	60,787
12	61,889	63,745	63,745	63,745

Assistant Chief Stationary Engineer

1/1/2008	1/1/2009	1/1/2010	1/1/2011	1/1/2012
67,501	69,526	69,526	69,526	72,149

MAINT REPAIRMAN LPL

STEPS	1/1/2008	1/1/2009	1/1/2010	1/1/2011
1	38,849	40,015	40,015	40,015
2	42,767	44,050	44,050	44,050
3	46,099	47,481	47,481	47,481
4	49,430	50,913	50,913	50,913
5	50,247	51,755	51,755	51,755
6	51,065	52,597	52,597	52,597
7	51,882	53,438	53,438	53,438
8	52,699	54,280	54,280	54,280
9	53,516	55,122	55,122	55,122
10	54,334	55,964	55,964	55,964
11	55,151	56,805	56,805	56,805
12	57,890	59,627	59,627	59,627

HVAC LPL Mechanic @RSH

Steps	1/1/2008	1/1/2009	1/1/2010	1/1/2011	1/1/2012
1	41,652	42,901	42,901	42,901	44,859
2	44,984	46,333	46,333	46,333	48,376
3	48,315	49,765	49,765	49,765	51,894
4	51,647	53,197	53,197	53,197	55,412
5	52,465	54,039	54,039	54,039	56,275
6	53,282	54,880	54,880	54,880	57,137
7	54,100	55,723	55,723	55,723	58,001
8	54,916	56,564	56,564	56,564	58,863
9	55,733	57,405	57,405	57,405	59,725
10	56,551	58,247	58,247	58,247	60,589
11	57,368	59,089	59,089	59,089	61,451
12	60,184	61,989	61,989	61,989	64,424

Assistant Supervisor Plumber Steamfitter
Assistant Supervising HVAC Mech LPL

Steps	1/1/2008	1/1/2009	1/1/2010	1/1/2011	1/1/2012
1	48,315	49,765	49,765	49,765	51,894
2	50,484	51,998	51,998	51,998	54,183
3	52,652	54,232	54,232	54,232	56,472
4	54,822	56,466	56,466	56,466	58,763
5	55,638	57,307	57,307	57,307	59,625
6	56,456	58,150	58,150	58,150	60,489
7	57,273	58,991	58,991	58,991	61,351
8	58,091	59,833	59,833	59,833	62,214
9	60,930	62,758	62,758	62,758	65,212

Local 68

revised 6/18/07

Plumber/Stmfr

STEPS	1/1/2008	1/1/2009	1/1/2010	1/1/2011
1	43,335	44,635	44,635	44,635
2	46,667	48,067	48,067	48,067
3	49,998	51,498	51,498	51,498
4	50,816	52,341	52,341	52,341
5	51,633	53,182	53,182	53,182
6	52,451	54,024	54,024	54,024
7	53,267	54,865	54,865	54,865
8	54,084	55,707	55,707	55,707
9	54,902	56,549	56,549	56,549
10	55,719	57,390	57,390	57,390
11	56,537	58,233	58,233	58,233
12	58,478	60,232	60,232	60,232

EXHIBIT B

**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
 - 301-400 accumulated sick days – 70% of the daily rate, maximum of \$15,000
 - over 401 accumulated sick days – 80% of the daily rate, maximum of \$18,000Those employees hired on or after May 22, 2010, shall be capped at \$15,000 for sick leave cash-in.
- 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 C-1

**HEALTH INSURANCE BENEFITS
FOR RETIREES**

Hired on or before December 31, 2012

Effective April 1, 2011, 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 during the term of the agreement 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 health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

2) Description: This benefit shall consist of coverage under the CIGNA Open Access Plus Health Insurance Plan with the prescription component provided by MEDCO at 0-Co-pay Mail and 30% Co-pay Retail. 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 eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependent(s).

3) Future Employees: Employees hired after December 31, 2012, 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 quarterly 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 C-2
HEALTH INSURANCE BENEFITS
FOR RETIREES

Hired after December 31, 2012

Effective April 1, 2011, 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 after December 31, 2012 (this is the same insurance subsidy that was in place 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 eligible 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 D
AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2011, by and between the **County of Union** (herein the “**County**”) and _____, (herein the “**Employee**”), with the approval and consent of **Local 68 – Operating Engineers** (hereinafter the “**Union**”)

WHEREAS, the County and Union are parties to a collective bargaining agreement (“CBA”) covering the period January 1, 2009 through December 31, 2012; and

WHEREAS, the Employee is a member of Local 68 – Operating Engineers 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 2010 and 2011 and other agreements as more particularly set forth in the Memorandum of Agreement dated March 31, 2011 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 _____, 2011.

COUNTY OF UNION

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

ATTEST

Local 68 – Operating Engineers

By: _____
Michael Cahill
Shop Steward

ATTEST

Employee Signature
_____, Employee
Print Name

ATTEST