#### **New Jersey Public Employment Relations Commission NON-POLICE AND FIRE**

#### **COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM** Line #

	SECTION I: Parties	and Term of Cont	racts				
1	Public Employer: Co	Public Employer: County of Union			County: Union		
2	Employee Organizatio	tion: Supervisors' Association Number of Employees in Unit: 29					
3	Base Year Contract Te	o1/01/2016-1	2/31/2017	New Contract Te	01/01/2018-1	2/31/2020	
	SECTION II: Type of	Contract Settlen	nent (please c	heck only one)			
4		tled without neutra					
5	Contract sett	led with assistance	of mediator				
6	Contract sett	led with assistance	of fact-finder				
7	Contract sett	led with assistance	of super-concili	ator			
8	If contract was settled	l in fact-finding, did	the fact-finder	issue a report with red	commendations?		
	Yes No No						
	SECTION III: Salary	Base			SEE M	OA ATTACI	HED
	The salary base is the the parties negotiate		· ·	the expired or expiring	agreement. This is	the base cost from	ı which
9	Salary Costs in Base Yo	ear	\$				
10	Longevity Costs in Bas	e Year	\$				
11	Total Salary Base		\$				
	SECTION IV: Salary	Increases for Eac	h Year of New	Agreement*	SEE MO	DA ATTACH	ED
		Year 1	Year 2	Year 3	Year 4	Year 5	
12	Effective Date (month/day/year)						
13	Cost of Salary						
1.0	Increments (\$) Salary Increase Above			=	= ===	=	
14	Increments (\$)						
15	Longevity Increase (\$)						
16	Total \$ Increase (sum of lines 13-15)						
17	New Salary Base (\$)						
18	Percentage increase over prior year	<u>%</u>		%	%	%	%
	*If contract duration i	s longer than five y	ears, please add	l an additional page.			

Employer: County of Union	Employee Organization: Supervisors' Association	Page 2

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

# 19 Item Description Base Year Year 1 Year 2 Year 3 Year 4 Year 5 Cost (\$) Increase (\$) Increase (\$) Increase (\$) Increase (\$)

20 Totals(\$):

<sup>\*</sup>If contract duration is longer than five years, please add an additional page.

	SECTION VI: Medical Costs			SEE MOA ATTACHED
		Base Year	Year 1	
21	Health Plan Cost	ş	\$	
22	Prescription Plan Cost	\$	\$	
23	Dental Plan Cost	\$	\$	
24	Vision Plan Cost	\$	\$	
25	Total Cost of Insurance	\$	\$	
26	Employee Insurance Contributions	\$	\$	
27	Employee Contributions as % of Total Insurance Cost		<sub>6</sub>	<u> </u>

Page 2 of 3 (complete all pages)

Employe	County of U	Jnion	Employee Organization:	Supervisors'	Association	Page 3
Section	VI: Medical Co	sts (continued)				
28	Identify any in	surance changes that were i	ncluded in this CNA.			
						-
29		ertification and Signature d certifies that the forego Diana Calle  Labor Relations Coo  January 7, 2021	ing figures are true:			
		eleted and signed form ald acts@perc.state.nj.us	ong with an electronic co	opy of the contr	act and the sign	ed certification

NJ Public Employment Relations Commission

**Conciliation and Arbitration** 

PO Box 429

Trenton, NJ 08625

Phone: 609-292-9898

Revised 8/2016



#### UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

**RESOLUTION: 2020-662** 

**SEPTEMBER 10, 2020** 

CHAIRMAN ALEXANDER MIRABELLA

**WHEREAS**, the County of Union engaged in collective bargaining negotiations for a new Labor Agreement with the Supervisor's Association to replace the current Agreement which expired on December 31, 2017; and

WHEREAS, the County of Union and the negotiating committee for the Supervisor's Association, reached a tentative agreement on August 21, 2020, and the union ratified same on the same day. Representatives of the Bargaining Committee, and the County agree to recommend, without reservation, the approval of same; and

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

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

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

☐ Tabled
☐ Withdrawn

Certified as to a True Copy:					_	
✓ Vote Record - Resolution RES-2020-6	60					-
		1.	Yes/Aye	No/Nay	Abstain	A
	Rebecca Lynne Williams	S	风			
₩ Adopted	Kimberly Palmieri-Mouded		Ø			
	Andrea Staten		Ø			
☐ Defeated	Angela R. Garretson		凶			

Sergio Granados Christopher Hudak Bette Jane Kowalski Alexander Mirabella 

#### MEMORANDUM OF AGREEMENT

## SUPERVISOR'S ASSOCIATION & COUNTY OF UNION

The County and the Supervisor's Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2017. On June 3, 2019, the Union County Park Foremen's Association merged with the Union County Supervisors Association. The County and the Supervisor's Association have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

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

Therefore, the County and Supervisor's Association agree to the attached Ten (10) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement

August 21, 2020 Date

#### MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_day of August 2020 by and between the County of Union (herein the "Employer") and the Union County Supervisors Association (herein "Association"):

WHEREAS, on June 3, 2019, the Union County Park Foremen's Association merged with the Union County Supervisors Association; and

WHEREAS, the Employer and the Union County Park Foremen's Association and the Union County Supervisors Association both maintained separate Collective Negotiations Agreements ("CNA") with the County covering the period from January 1, 2016 through December 31, 2017; and

WHEREAS, Union County Supervisors Association CNA dated January 1, 2016 through December 31, 2017 has been considered the base agreement for the purposes of these negotiations;

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

WHEREAS, the modifications set forth below are to the Union County Supervisors

Association CNA dated January 1, 2016 through December 31, 2017, which shall now cover
both former units under the name Union County Supervisors Association;

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

A. Except as herein modified, the terms and conditions of the Union County Supervisors

Association 2016-2017 contract shall remain in full force and effect.

#### B. GENERAL

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

#### C. ARTICLE 1, RECOGNITION AND RESPONSIBILITY

Amend Section 1 as follows:

The County of Union hereby recognizes the Union as the exclusive representative for collective negotiations pursuant to a Certification of Representative of the State of New Jersey, Public Employment Relations Commission, dated June 3, 2019 (Docket No. RO-2019-054), which includes all regularly employed foremen and supervisors employed by the County of Union in the Department of Parks and Recreation and the Department of Engineering, Public Works, and Facilities Management, including supervisory mechanics, park foremen, general trades foremen, general supervisor mosquito extermination, recreation park maintenance general foremen, General Supervisor Bridge Repair, Supervising Bridge Repairer, General Supervisor Roads, Road Repair Supervisor, Supervising Building Repairer, Supervising Building Service, Supervising Heat & Air Conditioning Mechanic, Supervising Maintenance Repairer, Supervising Plumber, Supervisor Compost Project, Supervisor Mosquito Exterminator, Supervisor Traffic Maintenance, Supervising Painter, Tree Maintenance Supervisor, Supervising Mechanic, Supervising Welder, Maintenance Supervisor Grounds, Supervisor Trades, Yard Supervisor, Sewer Repairer Supervisor, Supervising Carpenter, Supervising Mason and Supervising Electrician.

#### D. ARTICLE 1, RECOGNITION AND RESPONSIBILITY

Replace Section 5(A) as follows:

The authorization shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk received the request, it will notify the

Association within five (5) business days. The properly filed withdrawal will become effective on the 30<sup>th</sup> day after the employee's anniversary date of employment.

The requirements regarding the Representation Fee shall be applied consistent with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act.

#### Add to Section 5(B):

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

Remove second paragraph of Section 3 as it conflicts with the above.

#### E. ARTICLE IV, GRIEVANCE PROCEDURE

Section 1, Step 4: Change State Board of Mediation to PERC.

#### F. ARTICLE V, HOLIDAYS

Amend Section 1 to just provide the holiday with no dates.

Eliminate the holidays set forth in Section 2 and replace with "A holiday falling on a Saturday will be celebrated on the preceding Friday. A holiday falling on a Sunday shall be celebrated the following Monday.

#### Section 4: Revise as follows:

Recognizing that the Departments work every day of the year and that it is not possible for all employees to be off on the same day, the County Manager or designee, on behalf of the County of Union, shall have the sole discretionary right to require any employee to work on any of the holidays specified herein. In the event an employee is required to work on any of the aforesaid legal holidays, he may receive an additional day off with holiday pay within thirty (30) days of the holiday or he may receive his holiday pay and the applicable rate of pay for working such holiday. If an employee is scheduled or otherwise required to work overtime on a holiday as provided herein, he shall be entitled to at least four (4) hours' pay at the overtime rate regardless of the number of hours actually worked on such holiday, in addition to holiday pay.

#### G. ARTICLE VI, VACATIONS

Amend Section 4 to state that vacation requests made less than 2 weeks in advance shall not be unreasonably denied.

#### H. ARTICLE VII, SALARIES

#### Section 1: Salary Guide

1. Effective and retroactive to January 1, 2018: Salaries shall be increased by 2.0% across the board. Those employees on Steps 1 through 3 shall advance to Step 4. Those employees on Step 4 shall advance to Step 5. Those employees on Step 5 shall advance to Step 6. Those employees on Step 6 (current top step) shall advance to the new Step 7. The guide shall be reworked to make Step 4 the new Step 1 and Step 8 the new Step 5.

Steps		1/:	1/2017	1/1/2018 (2.0%	6) 1/1/2019 (2.0%)	1/1/2020 (2.0%)
1		\$ 60,594	.00 -	<del>61,805.8</del> 8	<del>\$-63,042.00</del>	<del>\$ 64,302.84</del>
2		\$ 62,157	.00 -	63,400.14	<del>\$-64,668.14</del>	\$ 65,961.51
3		\$ 67,157	.00 -	\$ 68,500,14	-\$-69,870,14	<del>\$ 71,267.55</del>
4	1	\$ 72,300	.00	\$ 73,746.00	\$ 75,220.92	\$ 76,725.34
5	2	\$ 74,800	.00	\$ 76,296.00	\$ 77,821.92	\$ 79,378.36
6	3	\$ 77,300	.00	\$ 78,846.00	\$ 80,422.92	\$ 82,031.38
7	4	\$ 78,846	.00	\$ 80,422.92	\$ 82,031.38	\$ 83,672.01
8	5	\$ 80,422	.92	\$ 82,031.38	\$ 83,672.01	\$ 85,345.45
Foren	nen					
		\$ 86,454	.64	\$ 88,183.73	\$ 89,947.41	\$ 91,746.35

- 2. Effective and retroactive to January 1, 2019: Salaries shall be increased by 2.0% across the board; all employees shall advance one Step.
- 3. Effective and retroactive to January 1, 2020: Salaries shall be increased by 2.0% across the board; all employees shall advance one Step.
- 4. Effective September 1, 2020, employees shall advance on the salary guide on January 1 of each year.
  - 5. No employee shall suffer a loss of pay by transferring to the new guide.
- 6. General Foremen shall receive a 2.0% increase effective and retroactive to January 1, 2018; January 1, 2019 and January 1, 2020.
- 7. The above guide does not include stipends or other additions except for the boot allowance set forth in Article XIX, Section 1.

Section 2: Amend as follows:

Effective and retroactive to January 1, 2020, the employer shall pay additional compensation, to be added to the base annual rate, to bargaining unit employees that maintain the following certifications and / or licenses:

Certified Pesticide Applicators License	\$1,000.00
Certified Herbicide Applicators License	\$1,000.00
Certified Pool Operator	\$1,000.00
Certified Traffic Control Supervisor	\$1,000.00
CFC License	\$1,000.00
Diesel Equipment Certification	\$1,000.00
CDL-A	\$2,100.00
CDL-B	\$1,200.00

Delete remainder of Section

#### Section 3: Amend as follows:

Movement on the Salary Guide shall be as follows:

- (a) Employees hired or who have been promoted and have less than one (1) year of service in the position shall receive their salary increment effective the date of the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted 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 1, and June 30th shall receive their salary increment as of January 1.
- (c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1 and December 31st shall receive their salary increment as of July 1.

Add Section (b): For employees who are members of the unit prior to December 31, 2017, all increment dates will reflect a January 1 date. Effective September 1, 2020, all unit members shall advance on the salary guide on January 1 of each year.

Section 4: Delete as added to Section 3, above.

Section 6: Delete

Renumber Section 7 and 8 and modify Section 8 as follows:

The following criteria entitle employees to retroactive pay:

- Bargaining unit employees who retire after the expiration of the prior CNA;
- Those employees who are on the active payroll at the time contract is settled;
- Employees who are on leaves of absence without pay who
  subsequently return to active service with the County are
  entitled to retroactive pay and benefits negotiated for that
  contract, exclusive of the period of leave without pay.

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

### I. ARTICLE VIII, HOURS OF WORK, PREMIUM PAY AND COMPENSATORY TIME OFF

Section 1: At end of paragraph 2 add "Employees may combine these two breaks into one (1) twenty minute break."

Section 3: Add "inclusive of any stipends or other compensation" after "salary".

Section 5: Change Director of Department of Public Works to Department Director/Division Director.

Section 6: Change Department Head to Department Director/Division Director.

Section 7: Delete last 2 sentences of 1st paragraph and 2nd paragraph in its entirety.

Section 8: Delete 2nd sentence.

Section 9: Add second paragraph: Effective July 1, 2020, an employee that actually works 16 consecutive hours shall receive a compensatory day. Said compensatory day may be used in the same manner as any other compensatory day pursuant to policy.

#### J. ARTICLE IX, SICK LEAVE

Section 1: Add at end of paragraph: "Sick leave may be taken in ¼ days."

#### K. ARTICLE XII, PRIOR PRACTICES

#### Delete and replace with:

Except as otherwise specifically provided to the contrary in this Agreement, all rights, privileges and benefits which employees of the Employer have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement, including but not limited to, any rights, benefits and privileges bestowed upon Employees of the Employer by the laws of the United States or the laws of the State of New Jersey.

#### L. ARTICLE XV, UNPAID LEAVE OF ABSENCE

#### Section 4: Delete and replace with:

Pursuant to federal law, an eligible employee will be entitled to Federal Family and Medical Leave pursuant to the Family Medical Leave Act ("FMLA") for one or more of the following reasons:

- a. The birth of a child to an employee and in order to care for such child;
- b. The placement of a child with the employee for adoption or foster care;
- c. To care for the child, parent or spouse of an employee who has a serious health condition; or
- d. The inability of an employee to perform the functions of his/her job due to a serious health condition.

Any employee employed by the County for a minimum of 12 months and for not less than 1,000 base hours prior to the request for family or medical leave will be eligible for leave under the FMLA. Eligible employees will be entitled to 12 weeks of leave in any 12 month period. A request of leave based upon a serious health condition must be supported by appropriate medical certification. The leave shall be unpaid, but health insurance benefits will be continued during the leave. An employee returning from FMLA leave will be reinstated to the same or equivalent position upon his or her return to work.

Eligible employees are also entitled to take leave pursuant to the New Jersey Family Leave Act ("FLA"). Employees must specify, prior to taking the leave, which leave they are taking FMLA or FLA leave. Among the important differences between the FLA and the FMLA are:

- The FLA does not provide for unpaid leave for an employee's own illness, while the FMLA does provide for such leave.
- 2. The FLA provides for 12 weeks of leave in any 24 month period, while the FMLA provides for 12 weeks of leave in any 12 month period.
- 3. Under the FLA, an employee is entitled to utilize either the Federal FMLA or the State FLA, and to obtain the greater benefits available in one policy or the other.
- 4. The Employee may elect to use paid sick leave and vacation leave during FMLA and FLA leave but shall not be compelled to do so.
- 5. Employees should consult with the Division of Personnel Management and Labor Relations about differences between the FLA and FMLA and specific provisions of both Acts.

#### M. ARTICLE XVI, INSURANCE

Section 1A: Add at end of paragraph "The Employer will give 30 days prior notice to the Union of its intention to change any such coverage and will meet with representatives of the Union if requested."

Section 1D: Add

If any of the applicable premium sharing provisions of Chapter 78, P.L. 2011 are repealed, modified or overturned by a court of competent jurisdiction or by the legislature, the parties agree to meet to negotiate the impact of any such repeal, modification, or court decision. In addition, the premium upon which employee's Chapter 78 contribution shall be frozen at the 2019 levels. An employee's contribution amount shall not change if the premium increases or if an employee's salary increase moves him/her into a new range. An employee's contribution amount may change if the employee changes health plans or changes categories of coverage, i.e., moves from family to single or single to family, etc.

Section II: Delete

#### N. ARTICLE XVI-B, HEALTH BENEFITS FOR RETIREES

Section 1: Delete parenthetical in first sentence.

#### O. ARTICLE XIX, CLOTHING AND EDUCATION

Section 3: Delete and replace with: "The County will provide each employee with 4 polo shirts, I tri-season jacket and, if requested, I set of coveralls. In addition, the County shall provide a clothing allowance of \$875. The clothing allowance shall be paid in a separate check in the first week of December of each year. The County will also continue to provide work gloves which shall be replaced on an as needed basis."

Employees shall receive the remaining unpaid \$275 for clothing allowance for 2019.

#### P. ARTICLE XX, PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1: Amend 1st paragraph to state:

Employees who are employed less than one (1) year may be granted up to three (3) days of leave, without deduction of pay therefor, 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 shall be granted three (3) days per year without reference to any schedule. Requests for personal leave shall be directed to the Bureau Chief and/or Division Head and shall not be unreasonably denied.

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.

#### Q. ARTICLE XXII, MISCELLANEOUS

Section 1: Meal Allowance -Amend to state:

Effective July 1, 2020, bargaining unit employees shall be entitled to receive a meal allowance of \$13.50 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 five (5) hours thereafter.

Section 2: Add "The County agrees that no employee shall be suspended for more than five days prior to a departmental hearing unless the suspension is authorized by NJAC 4A:2-2.5."

Section 4: Portal to Portal.

Replace with:

Supervisors shall be permitted the use of a County vehicle for portal-to-portal use only. Supervisors may take County Vehicles home. The County's current policies regarding portal-to-portal vehicles shall apply at all times.

#### R. ARTICLE XXIII, DURATION

Change dates to January 1, 2018 through December 31, 2020.

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

FOR SUPERVISORS ASSOCIATION

FOR THE COUNTY OF UNION

COUNTY MANAGE

DAVID FALK, PRESIDENT

WILL BORDERS, VICE PRESIDENT

APPROVED AS TO FORM

KATHRYN V. HATFIELD