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Employees

A G R E E M E N T

Between

COUNTY OF UNION, County of

And

UNION COUNTY PARK, FIELD AND MAINTENANCE
EMPLOYEES, IUE-AFL-CIO-CLC

EFFECTIVE: ~~X~~ JANUARY 1, 1979 THROUGH DECEMBER 31, 1980

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AGREEMENT

PREAMBLE

This Agreement made this day of ,
1979, by and between the COUNTY OF UNION, hereinafter called
the "Employer" and UNION COUNTY PARK, FIELD AND MAINTENANCE
EMPLOYEES, IUE-AFL-CIO-CLC, hereinafter called the "Union"
and its members who are employed by the County of Union.

Whereas, the parties have called on collective negotiations
for the purpose of developing a contract covering wages, hours
of work and other conditions of employment;

Now, therefore, in consideration of the premises and mutual
agreements herein contained, the parties hereto agree to and
with each other as follows.

ARTICLE I
RECOGNITION

The Employer hereby recognizes the Union County Park, Field
and Maintenance Employees, IUE-AFL-CIO-CLC as the exclusive
representative for the employees engaged as blue-collar employees
including craft employees employed in the Union County Park system,
including but not limited to golf courses, skating rings, and
other recreation facilities but excluding therefrom supervisory
employees and foremen.

ARTICLE II
MANAGEMENT FUNCTIONS AND RIGHTS

Section 1.

The Union recognizes that there are certain functions,
responsibilities and management rights exclusively reserved to

the Employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this agreement.

Section 2.

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

Section 3.

Except as modified, altered or amended by the within agreement the County of Union, the Board of Freeholders, the County Manager or other designees shall not be limited in the exercise of their statutory management functions. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, 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 all employees and subject to

existing Civil Service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.

(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 laws or regulations as they pertain to County Manager form of government.

ARTICLE III
PAYROLL DEDUCTION FOR UNION DUES

Section 1.

The Employer agrees to deduct from the salaries of employees, dues for the Union when authorized in writing to do so by each employee.

An authorization for deduction of Union membership dues shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the County shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2.

The amount of monthly Union membership dues will be certified by the President of the Union in writing to the Employer, and the amount so certified will be uniform for all members of the Union.

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Union on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw.

ARTICLE IV
UNION BUSINESS

Section 1.

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

Section 2.

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

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

(a) Collective negotiating.

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

Section 3.

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

(a) Notify the supervisor of any Employer facility visited on arrival.

(b) Notify his Supervisor or designed representative

upon return to the job.

(c) Record his time out and time in with his Supervisor upon leaving and returning to his job.

ARTICLE V
NO STRIKE-NO LOCKOUT

Section 1.

There shall be no strikes, work stoppages, or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, or institute any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2.

The Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

Section 3.

The County of Union agrees that during the life of this Agreement, it will not lock out any of the employees covered by the Agreement. This provision shall not be interpreted to prohibit the County of Union from exercising its management right to cause a total or partial cessation of the work due to lack of work.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any dispute between the

parties concerning the application or interpretation of this Agreement with respect to wages, hours of work or other conditions of employment.

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 followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Union's designated representative for the purpose of resolving the matter informally. A grievance must be presented at Step 1 within five (5) working days of the occurrence of the condition giving rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement, and shall be deemed waived.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 1, he may file a grievance in writing with his Department Head or his designee. A hearing on the grievance shall be held between the Department Head or his designee and the aggrieved party and a designated representative of the Union. The Department Head or his designee will render a final decision in writing within five (5) working days.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 2, he may file the grievance and all supporting

papers with the County Manager or his designee for review. The aggrieved member may have his or her grievance presented by a designated representative of the Union.

Section 3.

The time limits specified in the grievance procedure will be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 4.

Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure.

ARTICLE VII
WORK SCHEDULES

Notwithstanding the provisions of Article VII, hereof, the Employer shall have the right, for the efficient operation of its facilities, to make changes in the commencement and termination of the daily work schedules and to vary from the daily or weekly work schedules provided, however, upon making permanent changes the Employer shall give to the Union seven (7) calendar days' notice where practicable, and further provided that permanent changes in work schedules shall comply with existing Civil Service Rules.

ARTICLE VIII
MOVEMENT OF PERSONNEL

Section 1.

The Employer desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the Employer and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force.

Section 2.

The parties agree that all hirings, layoffs, separations, promotions, demotions and disciplinary actions shall be in accordance with the Revised Civil Service Rules for the State of New Jersey, as applicable to the County Manager form of government.

Section 3.

The parties agree that the Employer has the right to assign individuals to fill positions not in their payroll classification for emergency periods. The Employer will attempt to eliminate emergency situations promptly. In no event shall a payroll classification be filled during an emergency situation in excess of four (4) months. The County Manager agrees to comply with Civil Service Rules, if the emergency condition is to extend beyond four (4) months subject to the availability of funds.

ARTICLE IX
HOURS OF WORK AND PREMIUM PAY

Section 1.

The normal work week for bargaining unit employees on the payroll as of January 1, 1974, shall consist of five (5) con-

secutive days of eight (8) hours each commencing on Monday and ending on Friday. The work week for bargaining unit employees within the classifications of stable grooms, janitors, trailside attendants and head greensmen shall consist of five (5) consecutive days of eight (8) hours each during any seven (7) day period. The work week for any employee hired after January 1, 1974 or any bargaining unit employee who accepts a promotion to a higher rated classification shall consist of five (5) consecutive days of eight (8) hours each during any seven (7) day period. The County of Union shall have the right in the case of an emergency to schedule any bargaining unit employee to work a work week consisting of five (5) consecutive days of eight (8) hours each during any seven (7) day period.

Section 2.

Employees shall be entitled to two (2) consecutive days off during each seven (7) day period, provided however, that the County shall have the right to require employees to work on such days.

Section 3.

Any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any work week shall receive additional compensation for each such hour worked at the rate of time and one-half ($1\frac{1}{2}$) the employee's straight-time hourly rate.

Section 4.

For the purpose of this Article, "hours worked" shall include eight (8) hours on a scheduled holiday whether or not an employee is required to work on such holidays.

Section 5.

For purposes of this Article, "straight-time hourly rate" shall be defined as the hourly rate of pay exclusive of any longevity or other compensation.

Section 6.

An employee shall not be entitled to receive overtime compensation unless such overtime has been scheduled and authorized by the Chief, Maintenance Division; Chief, Forestry and Horticulture Division; Superintendent of Field Operations; or General Superintendent prior to such overtime being worked.

Section 7.

If an employee shall be recalled for work at any time outside of his regular working hours, or on any day when he would normally be off duty, he shall receive at least three (3) hours' work at the applicable rate of pay.

Section 8.

Bargaining unit employees shall be entitled to a five (5) minute washup period immediately prior to such employee's scheduled lunch period. Bargaining unit employees, other than those in classifications regularly assigned to perform work in the Motor Shop and who actually perform work in the Motor Shop, shall be entitled to a five (5) minutes washup period immediately prior to such employee's scheduled completion of work for the work day. Bargaining unit employees in classifications regularly assigned to perform work in the Motor Shop and who actually perform work in the Motor Shop shall be entitled to a ten (10) minutes washup period immediately prior to such employee's scheduled completion of work for the work day. Bargaining unit

employees who are assigned the function and actually use or apply pesticides shall be entitled to a twenty (20) minute shower period prior to such employee's scheduled completion of work for the work day (inclusive of the five (5) minute washup period) on days when such employees are assigned the function and actually use or apply pesticides. The Employer shall arrange for such employees to submit to blood tests for cholinesterase levels during the months of June and December of each year. Blood samples shall be taken during the employee's regularly scheduled working time where possible.

Section 9.

Bargaining unit employees shall be entitled to one (1) ten (10) minute coffee break as may be scheduled in the morning before the lunch period and one (1) ten (10) minute coffee break as may be scheduled in the afternoon after the lunch period.

Section 10.

The Employer shall have the right to make temporary transfers of any employee covered by the terms of this Agreement and said transfers shall be made in accordance with Civil Service rules and regulations pertaining thereto.

Section 11.

There shall be no pyramiding of premium pay and whenever two (2) or more premium rates are applicable to particular hours worked only the highest rate shall be paid.

Section 12.

a. From November 1, 1979 to March 1, 1980, Ice Ring Janitors shall be paid an additional ten (10¢) cents per hour over their base rate for working the afternoon shift.

b. From December 15, 1979 to March 15, 1980, Ski Tow Operators

shall be paid an additional ten (10¢) cents per hour in addition to their base rate for working the afternoon shift from 2:30 p.m. to 10:00 p.m.

ARTICLE X
LONGEVITY

Section 1.

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

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

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

Section 2.

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

ARTICLE XI
VACATIONS

Section 1.

Vacation Eligibility:

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

(b) Employees with one to eight years of service shall be entitled to twelve (12) working days vacation each year.

(c) Employees with eight completed years to ten years of service will be entitled to thirteen (13) working days vacation each year.

(d) Employees with ten completed years to fifteen years of service will be entitled to sixteen (16) working days vacation each year.

(e) Employees with fifteen completed years to twenty years of service will be entitled to eighteen (18) working days vacation each year.

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

(g) Employees with twenty-five or more completed years of service will be entitled to twenty-five (25) 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 forward into the next succeeding year only.

ARTICLE XII
SICK LEAVE

Section 1.

Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

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) One (1) day for each full month of service with the

Employer during the first calendar year of employment.

(b) One and one quarter (1 1/4) days for each full month of service with the Employer beginning with the second calendar year of employment.

(c) Part-time employees shall receive sick leave credits on a pro-rated basis.

(d) Sick leave credits shall not accrue while an employee is absent on a leave without pay.

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.

Section 5.

Any employee who has been absent on sick leave for a period totalling ten days in one calendar year consisting of periods of less than fifteen (15) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one 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.

ARTICLE XIII
PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1.

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

(a) One (1) day after four (4) months of employment.

(b) One (1) additional day after eight (8) months of employment.

(c) The third (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 XIV
DEATH IN FAMILY

Section 1.

Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at 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, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE XV
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 returned to the Employer through the employee's department head less allowance for travel and meal expense.

ARTICLE XVI
HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1979:

New Year's Day	Monday, January 1, 1979
Martin Luther King's Birthday	Monday, January 15, 1979
Lincoln's Birthday	Monday, February 12, 1979
Washington's Birthday	Monday, February 19, 1979
Good Friday	Friday, April 13, 1979
Memorial Day	Monday, May 28, 1979
Independence Day	Wednesday, July 4, 1979
Labor Day	Monday, September 3, 1979
Columbus Day	Monday, October 8, 1979
General Election Day	Tuesday, November 6, 1979
Veteran's Day	Sunday - celebrated - Monday November 12, 1979
Thanksgiving Day	Thursday, November 22, 1979
Day After Thanksgiving Day	Friday, November 23, 1979
Christmas Day	Tuesday, December 25, 1979

Section 2.

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

ARTICLE XVII
SALARIES

Section 1.

a. Effective January 1, 1979, the rate ranges in effect on December 31, 1978 shall be increased by six (6%) percent and changed from an hourly rate to an annualized rate as set forth

In Exhibit "A" attached hereto and incorporated as part of this Agreement.

b. Effective January 1, 1980, the rate ranges in effect on December 31, 1979, shall be increased by six (6%) percent as annualized as set forth in Exhibit "B" attached hereto and incorporated as part of this Agreement.

Section 2.

The Salary Schedules set forth in Exhibits "A" and "B" shall consist of four (4) Steps. Step 1 shall be the hiring rate.

(a) Step progression is based on merit consideration.

(b) No employee shall be paid less than the hiring rate or more than the maximum rate (Step 4).

Section 3.

During the term of this Agreement, adjustments in rates of pay 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 to.

(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 salary increment 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 salary increment as of July 1st.

Section 4.

Any employees, upon promotion, may receive a salary increase effective the date of promotion.

ARTICLE XVIII
BULLETIN BOARDS

Section 1.

The Employer shall provide space on existing bulletin boards for use of the Union in posting notices restricted to the following types:

- (a) Notices of recreational and social affairs.
- (b) Notices of elections, appointments and results of elections.
- (c) Notices of Union meetings.
- (d) Other notices concerning Union affairs which are not political or controversial in nature.

Copies of all such notices, before they are posted, shall be submitted to the Personnel Department of the County of Union for approval.

ARTICLE XIX
DISCRIMINATION OR COERCION

Section 1.

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the Union because of any membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership.

ARTICLE XX
EQUAL EMPLOYMENT

Section 1.

The Employer and the Association hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, or liability for service in the Armed Forces of the United States in compliance with all applicable Federal and State Statutes, Rules and Regulations.

Section 2.

Any pregnant employee who requests a maternity leave of absence shall be required to apply to the County Manager, in writing, for such leave. The request shall be made as soon as the employee has received medical proof that she is pregnant and the request shall contain the date when the employee desires the maternity leave to commence and a return date which shall not exceed ninety (90) days from the date of the delivery of the child, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond

ninety (90) days. The request for the leave shall be accompanied by a written medical statement that the date of the requested commencement of the leave of absence will not be harmful to the health or well being of the employee. In the event that a doctor, designated by the employer, advises the Employer that the employee is incapable of continuing her duties, the Employer may then demand commencement of the leave at a time earlier than requested.

Section 3.

The Employer shall consider the employee's requested date of return, however, the Employer's determination shall be final and binding upon the employee. No employee shall be required to return in less than sixty (60) days from the date of delivery of the child, nor may a maternity leave exceed ninety (90) days in duration, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days. When the Employer approves any maternity leave it shall do so, in writing, designating the term of the leave and a return date for the employee to return to work.

Section 4.

In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Employer for permission to return to her position prior to the termination of the period for which the leave is granted.

Section 5.

If an employee fails to return to work on the termination of the leave the employee will be considered as having resigned.

Section 6.

There shall be no extension of any maternity leave beyond the ninety (90) days provided for herein, provided, however, the period shall be extended if medical proof is submitted to support the grant of an extension beyond ninety (90) days.

Section 7.

While temporary employees may be granted a maternity leave as herein provided in accordance with Civil Service Rules and Regulations, the Employer shall not be responsible to hold a job for the said employee.

ARTICLE XXI
MISCELLANEOUS

Section 1.

Neither parties hereto may add to or subtract from the provisions contained in the within Agreement during the duration of the same. This Agreement contains the entire understanding between the parties hereto.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Anything herein stated to the contrary notwithstanding in Article XI entitled "Vacations", it is understood and agreed that some employees covered by the terms of this Agreement have accrued vacations as of January 1, 1979 for periods earned prior thereto. It is agreed by and between the parties hereto that said accruals and the utilization thereof will be established as follows:

(a) The maximum amount of accruals that will be permitted for the year ending December 31, 1977 and prior thereto will be limited to a maximum of eight (8) days. Any accruals for periods ending December 31, 1977 and prior thereto in excess of eight (8) days shall be waived.

(b) Vacation periods for 1978 shall be honored pursuant to the schedule in effect between the said employees and the Union County Park Commission.

(c) Vacation accruals for the year 1979 shall be in accordance with the schedule provided in Article XI.

(d) Vacations taken from and after January 1, 1978 shall first be charged to the eight (8) day accrual, if any, of the year 1977 and prior thereof; after 1977 and years prior thereto, accruals have been charged off. Vacation time shall then

be charged to the 1978 accruals and then to the 1979 vacation entitlement.

(e) Accruals after December 31, 1979 shall be in accordance with Union County policy.

Section 6.

The Employer will provide, beginning November 1980, a Drug Prescription Plan with a Two (\$2.00) Dollar deductible clause, capped at Eighty-five (\$85.00) Dollars premium for a family.

ARTICLE XXII
CLOTHING

Section 1.

The County shall provide such rain protective clothing and safety gear as the County deems necessary. The care and security of such protective clothing and safety gear shall be the responsibility of the employee to whom such protective rain clothing and safety gear are issued.

Section 2.

The County shall provide, launder and maintain at least two (2) uniforms, as designed by the County, for use at work by employees in the following classifications while working in such classifications; Electrician, Welder/Metalworker, Plumber, Auto Mechanic, Painter, Garage Helper, Tree Trimmer and Stablegroom. Where applicable, where three (3) uniforms are supplied the County will supply three (3) uniforms. The County reserves the right to purchase uniforms in such quantities as it deems appropriate and turn them over to the employees for their use during their regular work provided however, once uniforms are purchased and turned over to the employees the employees shall have the obligation of maintenance and laundering of the same.

Section 3.

The County shall reimburse an employee for the reasonable

cost of repair and replacement of prescriptive eyeglasses which are broken or damaged during the normal performance of the employee's duties and where the repair or replacement of such eyeglasses are not otherwise covered by warranty. The maximum liability of the County under this provision shall be Twenty-five (\$25.00) Dollars per employee per year. An employee claiming reimbursement under this clause shall present the eyeglasses which need repair or replacement to the County for examination and shall submit proof that the item was damaged or destroyed during the normal performance of the employee's duty in form satisfactory to the County. Upon repair or replacement of the broken or damaged eyeglasses, the employee shall submit proof of payment and the County shall reimburse the employee for the reasonable cost thereof as provided herein.

ARTICLE XXIII
TOOLS

Section 1.

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

Section 2.

Effective upon the execution of this Agreement, to take place no later than December 31, 1979, the Employer will supply tools

at its cost and expense to employees set forth in Section 1, however, said tools shall remain the property of the County of Union.

ARTICLE XXIV
ON THE JOB INJURY

Section 1.

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

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

(b) If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for 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 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 Workmen's Compensation Insurance carrier.

(c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, as

hereinabove defined, the employee shall have the option to retain his temporary disability Workmen'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 Workmen's Compensation Insurance carrier.

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

(e) If any employee is absent from work 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 XXV DURATION

Section 1.

Accept as otherwise specifically provided, this Agreement shall be in effect from January 1, 1979 through December 31, 1980.

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

for another year.

IN WITNESS WHEREOF, the parties have caused same to be executed by its respective officers or agents on this 13th day of Nov. , 1979.

WITNESSETH:

James Y. Carlin

ATTEST:

COUNTY OF UNION

By

George Albanese

UNION COUNTY PARK, FIELD AND MAINTENANCE EMPLOYEES, IUE-CIO-CLC

By

William Saltman Jr - Pres

Paul M. Aldessa Vice Pres

Peter J. Patino Edge Secty

Jim P. Giannico TREAS.

Therese D. DeSivanni
Int'l. Rep.

EXHIBIT "A"

WAGE RATES EFFECTIVE JANUARY 1, 1979 THROUGH DECEMBER 31, 1979

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Head Greensman	\$14,248.00	\$14,747.20	\$15,267.20	\$15,828.80
Electrician	13,915.20	14,310.40	14,726.40	15,121.60
Assistant Master Craftsman	13,416.00	13,936.00	14,476.80	15,038.40
Senior Plantsman	13,416.00	13,936.00	14,476.80	15,038.40
Senior Equipment Operator	13,416.00	13,936.00	14,476.80	15,038.40
Welder Metal Worker	12,542.40	12,937.60	13,353.60	13,728.00
Tree Trimmer	12,542.40	12,937.60	13,353.60	13,728.00
Plumber	12,542.40	12,937.60	13,353.60	13,728.00
Nurseryman	12,542.40	12,937.60	13,353.60	13,728.00
Auto-Mechanic	12,542.40	12,937.60	13,353.60	13,728.00
Mason	12,542.40	12,937.60	13,353.60	13,728.00
Carpenter	12,542.40	12,937.60	13,353.60	13,728.00
Heavy Equipment Operator	12,313.60	12,708.80	13,124.80	13,520.00
Plantsman	12,001.60	12,417.60	12,854.40	13,228.80
Equipment Operator	11,835.20	12,272.00	12,729.60	13,104.00
Gardener	11,606.40	12,001.60	12,417.60	12,812.80
Greensman, Ski Tow Operator	11,606.40	12,001.60	12,417.60	12,812.80
Greensman	11,606.40	12,001.60	12,417.60	12,812.80
Painter	11,606.40	12,001.60	12,417.60	12,812.80
Stablegroom	11,606.40	12,001.60	12,417.60	12,812.80
Trailside Attendant	11,336.00	11,731.20	12,147.20	12,563.20
Craftsman's Helper	11,044.80	11,440.00	11,856.00	12,230.40
Park Laborer	11,044.80	11,440.00	11,856.00	12,230.40
Janitor	10,670.40	11,044.80	11,440.00	11,856.00
Stock Clerk/Driver	10,545.60	10,920.00	11,315.20	11,731.20
Garage Helper	10,108.80	10,504.00	10,920.00	11,315.20

EXHIBIT "B"

WAGE RATES EFFECTIVE JANUARY 1, 1980 THROUGH DECEMBER 31, 1980

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Head Greensman	\$15,102.90	\$15,632.00	\$16,183.20	\$16,778.50
Electrician	14,750.00	15,169.00	15,610.00	16,028.90
Assistant Master Craftsman	14,221.00	14,772.20	15,345.40	15,940.70
Senior Plantsman	14,221.00	14,772.20	15,345.40	15,940.70
Senior Equipment Operator	14,221.00	14,772.20	15,345.40	15,940.70
Welder Metal Worker	13,294.90	13,713.90	14,154.80	14,551.70
Tree Trimmer	13,294.90	13,713.90	14,154.80	14,551.70
Plumber	13,294.90	13,713.90	14,154.80	14,551.70
Nurseryman	13,294.90	13,713.90	14,154.80	14,551.70
Auto-Mechanic	13,294.90	13,713.90	14,154.80	14,551.70
Mason	13,294.90	13,713.90	14,154.80	14,551.70
Carpenter	13,294.90	13,713.90	14,154.80	14,551.70
Heavy Equipment Operator	13,052.40	13,471.30	13,912.30	14,331.20
Plantsman	12,721.70	13,162.70	13,625.70	14,022.50
Equipment Operator	12,545.30	13,008.30	13,493.40	13,890.20
Gardener	12,302.80	12,721.70	13,162.70	13,581.60
Greensman, Ski Tow Operator	12,302.80	12,721.70	13,162.70	13,581.60
Greensman	12,302.80	12,721.70	13,162.70	13,581.60
Painter	12,302.80	12,721.70	13,162.70	13,581.60
Stablegroom	12,302.80	12,721.70	13,162.70	13,581.60
Trailside Attendant	12,016.20	12,435.10	12,876.00	13,317.00
Craftsman's Helper	11,707.50	12,126.40	12,567.40	12,964.20
Park Laborer	11,707.50	12,126.40	12,567.40	12,964.20
Janitor	11,310.60	11,707.50	12,126.40	12,567.40
Stock Clerk/Driver	11,178.30	11,575.20	11,994.10	12,435.10
Garage Helper	10,715.30	11,134.20	11,575.20	11,994.10

Exhibit "C"

HOLIDAYS

The Employer has designated the following days as holidays
for the year 1980:

New Year's Day	Tuesday, January 1, 1980
Martin Luther King's Birthday	Tuesday, January 15, 1980
Lincoln's Birthday	Tuesday, February 12, 1980
Washington's Birthday	Monday, February 18, 1980
Good Friday	Friday, April 4, 1980
Memorial Day	Monday, May 26, 1980
Independence Day	Friday, July 4, 1980
Labor Day	Monday, September 1, 1980
Columbus Day	Sunday - celebrated - Monday October 13, 1980
General Election Day	Tuesday, November 4, 1980
Veteran's Day	Tuesday, November 11, 1980
Thanksgiving Day	Thursday, November 27, 1980
Day After Thanksgiving Day	Friday, November 28, 1980
Christmas Day	Thursday, December 25, 1980