COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 68-68A-68B, AFL-CIO

AND

FRESH CUT LANDSCAPE MANAGEMENT

Site: William Hughes Technical Center, Pomona, NJ

APRIL 1, 2025 – MARCH 31, 2028

AGREEMENT made and entered into this April 1, 2025, by and between **FRESH CUT LANDSCAPE MANAGEMENT, 1310 Doughty Road, Egg Harbor Township, NJ 08234** hereinafter referred to as "Employer", and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION 68-68A-68B**, affiliated with the **AFL-CIO, 11 Fairfield Place, West Caldwell, NJ 07006**, hereinafter referred to as the "Union".

WITNESSETH

WHEREAS, the parties hereto desire to cooperate to stabilize labor relations by establishing general standards of wages, hours, and other conditions of employment, and to insure the peaceful, speedy, and orderly adjustment of differences that may arise from time to time between the Employer and their employees, without resort to strikes, lockouts, boycotts, slowdowns or other economic interferences with the smooth operation of the Employer's management and operation at the William Hughes Technical Center, Pomona, NJ.

ARTICLE 1

RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative of all regular full-time, part time and seasonal General Maintenance Laborers, Sub Tier Assistant Supervisor, Assistant Field Supervisors, Field Supervisors, Heavy Equipment Operators and Light Equipment Operators. Excluding all other employees employed by the Employer including confidential employees, office clericals.

ARTICLE 2

EMPLOYMENT AND UNION SECURITY

2.1 It shall be a condition of employment that all employees covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or after the 31st day following the effective date hereof become members in good standing in the Union. In the event that any employee fails to comply with the requirements of this section to the extent of tendering customary dues and initiation fees, the Employer shall discharge that employee upon receipt of written demand therefore from the Union subject to the normal and usual notice and due process standards established by the NLRB case law, prior to demanding termination for failure to pay dues and fees. Nothing herein shall prevent the Employer from having reasonable time to make inquiry and investigation into the circumstances. All newly hired employees shall have a 90-day trial or probationary period for the benefit of the Employer, during which period the Employer has the right to discharge said employee without cause and said probationary employees shall not be covered by this Agreement nor derive any benefits hereof.

2.2 Whenever additional employees are required, the Employer shall notify the Union and the Union shall assist the Employer in obtaining qualified and competent employees, reserving to itself the right of first referral for potential employees, provided that if the Union does not furnish the required employees in a reasonable time, nothing herein contained shall preclude the Employer from employing workers on the open market. The Employer exclusively determines the standards, qualifications, and skills required for the employment of new hires and who shall be newly hired. Whenever an employee is hired or rehired, the Employer shall notify the Union in writing of the name and address of said employee.

2.3 The Union agrees to furnish the Employer with a memorandum showing the amount of dues payable as members of the Union by each of the employees covered by this Agreement. The Union agrees to furnish signed Union authorizations from the employees, upon receipt of which, the Employer agrees to deduct dues and initiation fees from the wages or salaries of the respective employees. Such written authorization shall be irrevocable for successive periods consistent with and coincident to the periods or dates of succeeding collective bargaining agreements between the parties hereto or the authorization's successive anniversary dates whichever is sooner. Notwithstanding the foregoing, if any employee notifies the Employer and the Union in writing 30 days before the expiration of the time periods stated above of their wish to revoke their authority, the same shall be honored.

2.4 The Union will defend, indemnify, and save harmless the Employer against and from any and all claims, demands, liabilities and disputes arising out of or by reason of action taken or not taken by the Employer for the purpose of complying with Section 2.1, 2.2 and 2.3 of this Article.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The Union recognizes that the Management of the Facility and the direction of the working force is vested exclusively in the Employer, including, but not limited to, the right to schedule work; to contract out work; to assign work and working hours to employees; to establish quality and production standards and the most efficient utilization of their services; to hire, transfer, discharge, or relieve employees from duty because of lack of work; to install and utilize the most efficient equipment; and to create or eliminate any or all operations or job classifications, subject to the seniority provisions herein contained. The Employer shall have the right to make and enforce reasonable

rules for the conduct of employees not inconsistent with the provisions of this Agreement. Among such rules may be a dress code.

3.2 It is understood that all Management rights held prior to the execution of this Agreement, other than those specifically addressed by this Agreement, continue to be retained by the Employer.

ARTICLE 4

CONTROL AND DISCHARGE

4.1 The Employer shall have the sole right to direct and control their employees. The Employer reserves the right, which right is hereby recognized by the Union, to hire, retain, promote, demote, transfer, layoff, suspend, discharge, or rehire according to the requirements of the business. The Employer shall have the right to discipline and/or discharge employees for just cause with the Union reserving its right to grieve and possibly arbitrate actions it deems unjust pursuant to Article 13.

ARTICLE 5

SENIORITY

5.1 For the purpose of this Agreement, seniority shall be defined as the length of continuous employment with the Employer or prior contractor at the FAA Tech Center.

5.2 The seniority of new employees who successfully complete the ninety (90) days probationary period set forth in Article 2.1, above, shall date from that employee's date of hire.

5.3 Seniority shall be broken by any of the following events:

(a) Voluntary quit;

(b) Discharge for cause;

(c) Layoff in excess of twelve months

(d) Failure to report to work during the next scheduled work week after the Employer sends notice of recall from layoff by next day delivery to the employee's last known address and to the Union.

(e) Failure to report for work upon expiration of a leave of absence.

(f) Absence from work without notice to the Employer for two (2) consecutive workdays. A Friday workday and the following Monday workday, as well as workdays separated by a holiday, are deemed to be consecutive workdays.

5.4 Failure to report or failure to notify the Employer under Subsections 5.3(d), (e), or (f) shall not result in a break in seniority if such failure is due to conditions beyond the employee's control. Any loss of seniority under Subsections 5.3(d), (e), or (f) shall constitute a voluntary leaving of work without good cause.

5.5 Seniority for the purpose of layoff and recall shall be by classification with the effected employee retaining the right to displace a less senior employee in another classification provided they have the ability to perform the required functions of the classification.

ARTICLE 6

NO DISCRIMINATION

6.1 There shall be no discrimination against any employee because of Union membership or lawful Union activities or because of race, sex, age, creed or national origin, or on account of disability, in accordance with the Americans with Disabilities Act and the New Jersey Law Against Discrimination.

6.2 The parties recognize and agree to comply with the Equal Employment Opportunity and Affirmative Action requirements of Federal and State law.

ARTICLE 7

VACATIONS

7.1 Vacation allotments are as follows and granted at the completion of the following years of service

1.	Year one:	One week of vacation time
2.	Year two through five:	Two weeks of vacation time
3.	Year six on:	Three weeks of vacation time

7.2 Whenever an employee leaves, provided they give a requisite notice in accordance with Section XIX, Miscellaneous, Paragraph 1, they shall receive any earned, unused vacation pay. Unused vacation time shall not be granted to employees terminated for just cause. A holiday occurring during an employee's vacation period shall be treated as a holiday rather than a vacation day; that is, an employee does not use up a vacation day when it coincides with a holiday. If the Employer and the employee agree, however, the Employer may pay the employee in lieu of taking an additional vacation day in such circumstances.

7.3 The Employer retains the right to schedule vacations in such a way as will least interfere with the workload and efficiency of its operations but will attempt to reach a mutually convenient schedule with each employee. Any request for vacation must be written and approved at least fifteen (15) days in advance of any planned vacation. Vacations may be scheduled with only twenty-four (24) hours notice for special needs or emergencies but require the agreement of Management and the Union that the emergency and/or special need is valid. If an employee's request is denied, such employee shall be expected to reschedule the vacation. Upon approval by area Manager/Supervisor, all vacation requests will be forwarded to the Project Management Office for final approval and the employee will be notified within three (3) business days. If there is a conflict between (2) or more employees within the same job classification for a given vacation period and all other factors are judged equal by the Employer, the senior employee shall be given the first choice of vacation time.

ARTICLE 8

HOLIDAYS / PTO / SICK TIME

8.1 The following days shall be deemed paid holidays regardless of the day of the week they may fall upon:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Eve	Christmas Day

8.2 For those employees who do not work shift work, holidays which fall on non-work days will be observed as follows:

i. If a holiday falls on a Saturday, it will be observed on the preceding Friday.

ii. If a holiday falls on a Sunday, it will be observed on the following Monday.

iii. Holiday pay shall constitute eight hours of straight time pay at the employees regular hourly rate of pay

8.3 Bargaining Unit members shall receive five (5) PTO days per anniversary year to be used for any of the purposes set forth in the New Jersey Earned Sick Leave Act, N.J.S.A. § 34:11D-3. Employees shall receive their PTO days on their anniversary date. New hires will receive their PTO days at the successful completion of their probationary period. A PTO day shall be defined as eight (8) hours of pay at the employee's regular hourly rate.

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.1 Eight (8) consecutive hours, exclusive of lunch period, shall constitute a normal day's work. Forty (40) hours, consisting of five (5) consecutive days of eight (8) hours each, shall constitute a normal week work. Time and one-half shall be paid for all time worked in excess of forty (40) hours in any one week.

9.2 The Employer retains the right to establish ten (10) hour shifts. Overtime shall be paid for all hours worked in excess of forty (40) hours in one (1) week at one and one-half times (1 ½X) the basic hourly rate. Employees selected by management to work four (4) days per week, ten (10) hours per day, exclusive of lunch period, will have ten (10) hour days constitute a normal week work.

9.3 Full-time employees who are required to work on a holiday shall be paid one and one-half times (1 ½X) their regular hourly rate for work performed on paid holiday in addition to their holiday pay.

ARTICLE 10

WAGES

10.1 On the effective date listed, the hourly rates of pay by classification shall be as follows:

Classification	Current	4/1/2025	4/1/2026	4/1/2027
Grounds Maintenance Laborer	$25.40	$27.03	$27.57	$28.12
Sub Tier Assistant Supervisor	$28.40	$30.09	$30.69	$31.31
Assistant Field Supervisor	$32.43	$34.20	$34.88	$35.58
Field Supervisor	$40.50	$42.43	$43.28	$44.15
Light Equipment Operator	$34.20	$36.01	$36.73	$37.46
Heavy Equipment Operator	$37.96	$39.84	$40.64	$41.45

10.2 Seasonal / Part time employees shall not be eligible to participate in the Union's Annuity or the Union's Pension Plan, however, shall receive the Health and Welfare fringe benefit allotment as per Article 11 added to their base hourly rate of pay for all hours worked.

10.3 The following rates will be paid to the employees in the associated job titles for snow removal. When an employee's base rate of pay exceeds that of the Snow Removal Rate outlined in this section, five dollars ($5.00) will be added to their base rate of pay for snow removal. The Snow Removal Rates do not apply to seasonal or part-time employees as outlined in Section 10.2.

Classification	Snow Removal Rate
Grounds Maintenance Laborer	$35.00
Sub Tier Assistant Supervisor	$45.00
Assistant Field Supervisor	$45.00
Field Supervisor	$45.00

ARTICLE 11

HEALTH AND WELFARE / ANNUITY / PENSION

HEALTH AND WELFARE FUND

11.1 Effective October 1, 2025 the Employer shall contribute to the Local 68 Engineers' Welfare Fund the sum of thirteen dollars and fifteen cents ($13.15) per hour for all compensated hours. Effective October 1, 2026 the Employer shall contribute to the Local 68 Engineers' Welfare Fund the sum of thirteen dollars and sixty five cents ($13.65) per hour for all compensated hours. Effective October 1, 2027 the Employer shall contribute to the Local 68 Engineers' Welfare Fund the sum of fourteen dollars and fifteen cents ($14.15) per hour for all compensated hours. Said contributions shall not exceed a maximum of eight (8) or ten (10) hours per day, or forty (40) hours per week.

11.2 In the event the Health and Welfare costs exceed the rate specified in the Agreement, the Employer and the Union agree to meet and discuss a method of reducing future wage increases to increase the Health and Welfare rates.

11.3 Newly hired full-time employees shall become eligible for coverage in accordance with the applicable eligibility requirements set forth by the Local 68 Engineers' Welfare Fund.

11.4 In the event the Trustees determine the contribution amounts needed to maintain benefits should be less than the amounts specified above, it is understood and agreed that the difference will be allocated to wages or other fringe benefits provided to the employees covered by this Agreement.

ANNUITY FUND

11.5 Effective October 1, 2025 the Employer shall contribute to Local 68 Engineers' Union Annuity Fund the sum of six dollars and seventy cents ($6.70) per hour to all full time employees for all hours worked to include overtime, vacations, holidays and paid leave. Effective October 1, 2026 the Employer shall contribute to Local 68 Engineers' Union Annuity Fund the sum of six dollars and ninety cents ($6.90) per hour to all full time employees for all hours worked to include overtime, vacations, holidays and paid leave. Effective October 1, 2027 the Employer shall contribute to Local 68 Engineers' Union Annuity Fund the sum of seven dollars and ten cents ($7.10) per hour to all full time employees for all hours worked to include overtime, vacations, holidays and paid leave.

PENSION FUND

11.6 Effective October 1, 2025 the Employer shall contribute to the Local 68 Engineers' Pension Fund the sum of four dollars and twenty cents ($4.20) per hour for all full time employees. Effective October 1, 2026 the Employer shall contribute to the Local 68 Engineers' Pension Fund the sum of four dollars and forty cents ($4.40) per hour for all full time employees. Effective October 1, 2027 the Employer shall contribute to the Local 68 Engineers' Pension Fund the sum of four dollars and sixty cents ($4.60) per hour for all full time employees. Said contribution shall not exceed a maximum of eight (8) hours per day, or forty (40) hours per week.

EMPLOYEE ASSISTANCE PROGRAM

11.7 During the term of this Agreement, the Employer shall pay to the Local 68 Employee Assistance Program, one dollar ($1.00) per week for each covered employee who received some wage payment that week.

11.8 The Employer shall initiate contributions to the Funds on the employee's first day of employment. The Employer will forward contributions to the Funds Office by the 15th of the month following the month for which the contributions are owed. If payments have not been received in full by the Funds Office within 30 days from the 15th of the month following the month for which contributions are owed, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Employer was delinquent in making benefit fund contributions, the Arbitrator shall award interest, 5% of the delinquent amount as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration, including the Union's attorney fees.

ARTICLE 12

VISITATION

12.1 Representatives of the Union shall have the right to visit the facilities at reasonable times in order to investigate matters covered by this Agreement and grievances hereunder. Said visits shall not be made at such time or in such manner as shall prevent the orderly operation of the Facility. The Union's representatives shall announce their presence to Employer when coming upon the premises.

ARTICLE 13

GRIEVANCES AND ARBITRATION

13.1 For the purpose of this Agreement, a grievance is defined as a complaint, dispute or controversy between the parties as to the application or interpretation of this Agreement. All grievances shall be presented by either party to the other within five (5) working days of their origin in order to be raised in a timely fashion. All grievances not raised in a timely fashion or not processed in accordance with the time periods set out below shall be considered waived and abandoned.

13.2 The following procedure shall be followed exclusively in the settlement of all grievances arising under this Agreement.

Step 1. The first step of the grievance procedure shall be between the employee and/or the Shop Steward and the employee's supervisor. If the employee is dissatisfied with the action taken by the supervisor on their grievance, the employee shall reduce the grievance to writing and present the written grievance to their supervisor within two (2) working days of the supervisor's verbal response.

Step 2. If the grievance is not resolved in Step 1, then the Shop Steward shall forward the written grievance to the department head within three (3) working days of the response of the supervisor.

Step 3. In the event that the grievance is not adjusted satisfactorily after the timely presentation of the written grievance to the department head, then a meeting between the Union Business Agent and a designated representative of the Employer shall be arranged.

Step 4. In the event that the grievance is not adjusted satisfactorily at Step 3, then the matter may be referred to the American Arbitration Association for final and binding arbitration within fourteen (14) calendar days of the unsatisfactory response to Step 3. The parties may agree to the appointment of a permanent arbitrator who may be removed by either party on each anniversary date of their appointment. The Decision of the Arbitrator shall be final and binding upon all parties. Each party shall bear its own costs of arbitration including legal fees, except that the fees and expenses of the arbitrator and cost of the hearing room shall be divided equally.

ARTICLE 14

NO STRIKES, NO LOCKOUTS

14.1 The Union agrees that it will not call, engage in, participate in, or sanction any strike, sympathy strike, work stoppage, picketing, sit-down, sit-in, boycott, refusal to handle merchandise, or other interference with the conduct of the Employer's business for any reason whatsoever, including the dealing by Employer with non-union suppliers or deliverymen. The Employer agrees that it shall not lockout its employees. Any such action shall be a violation of this Agreement. This Article shall apply only to those employees covered herein.

ARTICLE 15
SAFETY

15.1 The Union and the Employer agree that it is in the best interests of all members of the bargaining unit to maintain a safe and healthy workplace and to observe all safety requirements.

15.2 Violations of established safety policies and procedures shall be grounds for disciplinary action up to and including discharge.

15.3 The Employer reserves the right to perform background checks for applicants and current employees, including as required by the customer.

15.4 It is agreed that pre-hire testing of applicants for employment, for drugs and/or alcohol, is to be per the Employer's Policy. The Employer and the Union recognize the need to provide a drug-free and alcohol-free workplace. The Employer may require an employee to take a drug and alcohol test at the Employer's expense following a work-related accident or if there is a reasonable cause to believe the employee is under the influence of drugs or alcohol at work or while on Employer time.

ARTICLE 16
JURY DUTY

16.1 An employee in the bargaining unit required to serve as a juror will receive the difference between the pay they received for such services and their regular hourly rate for all time lost from their regularly scheduled shift while in such duty, up to a maximum of one (1) month per calendar year. It is the responsibility of the employee to furnish proof of all jury hours served.

16.2 It is agreed that employees who report for jury duty and are dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

ARTICLE 17

FUNERAL LEAVE

17.1 Any employee who is absent from work because of death in the immediate family (defined as domestic partner, spouse, father, mother, sister, brother, daughter, son, mother-in-law, father-in-law and employee's grandparents) shall be granted a leave of absence with pay at their straight time hourly rate, up to three (3) working days during the period beginning with the date of death and ending with the day of the funeral.

ARTICLE 18

SHOP STEWARDS

18.1 The Shop Steward shall be elected by the bargaining unit

18.2 The Shop Steward shall take only the necessary time to perform their duties. The Shop Steward shall have no authority to call any strike or stoppage of work or to make any agreement which changes, modifies or alters any of the terms and conditions set forth in this Agreement.

18.3 The Shop Steward shall not be discriminated against and shall be the last person laid off. The term "Last Person" shall be construed as applying to journeymen and apprentices, excluding only the foreman, who shall be considered an essential employee and required to remain at the job site at the discretion of the Employer. The authority of the Shop Steward is limited solely to bringing grievances to the attention of the Union and the Employers. As to the other matters, neither the Steward nor any employee or group of employees shall be deemed an agent of the Union or authorized to bind the Union. The Employer agrees that the sole person or persons authorized to having the power to act as agent of the Union shall be the Business Agent acting as a committee (or such substitutions or additional persons as may be hereafter formerly

designated by written notice to the Employer). The Union shall not be responsible for the acts of any other or persons including members and employees of the Union.

ARTICLE 19

GENERAL CONDITIONS

19.1 The Employer shall furnish uniforms including pants, shirts, winter coats, hats and gloves. All clothing furnished to the employee shall be returned on termination.

19.2 The Employer shall provide on-site parking for all employees at no cost to the employees if such parking is available.

19.3 Notwithstanding anything in the contract to the contrary, all paid non-working time, including but not limited to, meal periods, rest and coffee break periods, wash-up and changing times granted during an eight (8) hour shift shall be limited to a total of one (1) hour; one-half (1/2) hour of which shall be at the middle of the shift and two (2) fifteen (15) minute breaks to be reasonably scheduled by the Employer, one (1) in the morning and one (1) in the afternoon.

19.4 The Employer will provide for all tools. Employees are expected to maintain all tools in a safe and working condition.

19.5 The Employer shall issue a stipend check each October in the amount of two hundred dollars ($200.00) to each covered employee for the purchase of required safety shoes.

ARTICLE 20

WORK BY NON-UNIT EMPLOYEES

20.1 Non-Unit employees will not perform the work of bargaining unit employees, except in the case of emergencies or for the purposes of training a covered employee.

ARTICLE 21

SAVINGS CLAUSE

21.1 If any clause of this Agreement or portion thereof is found to be illegal or invalid, the remainder of the clause or provision shall remain unaffected, and all other provisions of the contract shall remain in full force and effect.

21.2 Should a clause of this Agreement or portion thereof found to be illegal or invalid; the parties will promptly meet within forty-eight (48) hours and attempt to negotiate a law substitute. If they are unable to agree upon one, either party may submit the dispute to arbitration for final and binding resolution. The arbitrator shall be selected pursuant to Article 13 of this Agreement. They shall promptly schedule a hearing and issue an award no later than thirty (30) days from the close of the hearings.

ARTICLE 22

DUES PAYMENTS

22.1 The Employer will remit to the Union all Dues payments no later than the 15th of the month following the month for which the Dues were deducted. If the Dues remittances are not received by the 15th of the month following the month for which the Dues were deducted the Union will notify the Employer of the delinquency. 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 apply a 20% delinquent amount, as liquidated damages, to all past due amounts. If the Dues payments are not received within 60 days of the 15th of the month following the month for which the Dues were due, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything to the contrary, if the Arbitrator finds that the Employer was delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 5% of the delinquent amount as liquidated damages, and shall hold the Employer liable for the full cost of the Arbitration.

ARTICLE 23

TERM OF CONTRACT

23.1 This Agreement shall become effective April 1, 2025 and shall continue in full force and effect until midnight, March 31, 2028 and from year to year thereafter unless either party gives written notice to the other at least sixty (60) days prior to any expiration date as to its desire to modify or terminate this Agreement.

IN WITNESS THEREOF the parties hereto, have set their hands and seals the day and year first above written

FRESH CUT LANDSCAPE MANAGEMENT

SHAWN A. FERRIE
Chief Executive Officer

JOHN C. FERRIE
President

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, AFL-CIO

THOMAS P. GIBLIN
Business Manager

MICHAEL B. MCGLYNN
President/Bus. Representative

THOMAS E. MEISTER JR.
Vice President/Bus. Representative

MICHAEL D. LEWIS
Recording Secretary/Bus. Representative