



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2013-1101
 DECEMBER 19, 2013
 LINDA CARTER

WHEREAS, the County of Union engaged in collective bargaining negotiations with Council No 8 for a new Labor Agreement between the parties effective January 1, 2012 through December 31, 2014 to replace the current Agreement which expired on December 31, 2011, and

WHEREAS, the County of Union and the negotiating committee for Council No 8 reached a tentative agreement on November 22, 2013 and the union ratified same on December 19, 2013; and

WHEREAS, the County of Union now desires to confirm the understandings in the 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 Council No 8.

No Sufficiency of Funds Required
 Approved as to Form
 Certifying as to an Original Resolution
 Certified as to a True Copy

Erik Messer

Vote Record		Yes/Aye	No/Nay	Absent	Absent
<input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Deferred <input type="checkbox"/> Failed <input type="checkbox"/> Withdrawn	Sergio Grandon	1	0	0	0
	Prince H. Bergen	1	0	0	0
	Angel G. Estrada	1	0	0	0
	Mohamed S. Jalloh	1	0	0	0
	Bette Jane Kowalski	1	0	0	0
	Alexander Mirabella	1	0	0	0
	Vernell Wright	1	0	0	0
	Christopher Hudak	1	0	0	0
	Linda Carter	1	0	0	0

MEMORANDUM OF AGREEMENT

COUNCIL NO. 8
&
COUNTY OF UNION

The County and Council No. 8 engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2011. The County and Council No. 8 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 Council No 8 and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Council No. 8 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 Council No 8 agree to the attached four (4) 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

December 12, 2013

Date

MEMORANDUM OF AGREEMENT

Agreement made this 22nd day of November 2013, by and between the County of Union (herein the "County") and Union Council No. 8 (herein the "Council 8").

WHEREAS, the County and Council 8 are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2008 through December 31, 2011; and

WHEREAS, the County and Council 8 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA, and

WHEREAS, the County and Council 8 have reached agreement on new terms and conditions subject to ratification by the membership of Council 8 and approval by the Freeholders of the County; and

WHEREAS, the negotiating committees for the County and Council 8 unanimously agree to recommend this agreement for ratification and approval;

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

1. Except as herein modified, the terms and conditions set forth in the 2008 through 2011 CNA between the County and Council 8 shall remain in full force and effect
2. Term
January 1, 2012 through December 31, 2014
3. Salaries

1/1/2012	0% across the board
1/1/2013	All employees in guide shall receive their increments There will be an across the board increase of 1.4%
1/1/2014	All annual increments shall be frozen for 2014 only Effective April 1, 2014, there shall be an across the board increase of 2%.

Hazmat Stipend: Effective 1/1/13, any employee holding a hazmat endorsement shall be entitled to a \$500 stipend.

Electrician's Journeymen Effective 1/1/13, any employee holding an electrician's journeyman titles shall be eligible for a \$300 stipend. The County agrees to continue the practice of reimbursement for license renewal and permitting up to 10 hours of paid time off for testing.

4 Payroll

In the event the County determines to change the pay schedule to a bi-monthly schedule, the Council 8 agrees that it will accept the change without dispute. Direct deposit will be mandatory effective January 1, 2014.

5. Clothing. In order to rectify the parties failure to include a clothing allowance for communication workers in the prior Agreement, communication workers shall receive a clothing allowance of \$575.00 retroactive to 1/1/12

6. Benefits

Section 1. Modify as follows

	New Co-Pay
Retail Generic (30 day supply)	\$5 00
Retail Preferred Brand (30 day supply)	\$25 00
Retail Non-Preferred (30 day supply)	\$50 00
Mail Order Generic (90 day supply)	\$5 00
Mail Order Preferred Brand (90 day supply)	\$30 00
Mail Order Non-Preferred (90 day supply)	\$60 00

Add

Employees who receive fully paid retirement benefits under the 2008 through 2011 CNA shall be provided with the Medco Rx or an equivalent plan. The plan shall provide for free mail order prescriptions and 30% co-pay for retail. It is understood that in order to provide the Medco Rx plan, the base Health Plan will be converted from CIGNA ROAP7 to CIGNA ROAP3

Section 7 Modify

	Out of Network Benefit
Current	\$250 Single/\$500 All Others
New	\$500 Single/\$1,000 All Others

	Out of Network Reimbursement Benefit*
Current	80 th Percentile of HIAA
New	150% of CMS (Medicare)

***Explanation:** HIAA (Health Insurance Council of America) utilizes 170 major contributors in 50 states to create the average cost for services rendered by Facilities and Professional Providers. As the formula relies on average costs to make a payment, providers have had success in increasing the average cost by billing higher fees. This increases plan costs. On the other hand, moving to a percentage of Medicare allows for no such fee inflation. Medicare, as the largest carrier in the United States, applies set fees based on geographical location without reliance on provider charges.

Section 6.

Modify to add prescription coverage to health benefit buyout option.

Add New Section. The County agrees to notify the Union President when a recommendation regarding any changes to or maintenance of health care providers is to be made by the Finance Committee to the Board of Chosen Freeholders. Such notice will be provided in sufficient time so the Union can review the recommendation before adoption by the full Freeholder Board.

7 Overtime – Juvenile Detention Center: The parties agree that the calling of mandatory overtime shall be done in reverse seniority basis and shall not start a new each month but will continually rotate through the list.

8 Article 5, Work Schedules, Section 3, add.

In the Department of Engineering, Public Works and Facilities, employees shall be entitled to two (2) ten minute breaks – one in the morning and one in the afternoon. Each division director shall establish when those breaks shall occur.

9 Article 13, Vacations, Section 12, add:

In the Department of Engineering, Public Works and Facilities, employees may use up to three (3) individual vacation days on twenty-four (24) hour notice. These “emergency”

vacation days may not be used from October through December or during emergent circumstances.

10 Article 33, Labor Management Committee

Add New Section. Effective upon execution of the memorandum of agreement, the Union agrees to provide the Director of the Juvenile Detention Center with a list of the names of juvenile detention officers designated to represent the union. The Union agrees to immediately provide the Director with an updated list whenever the names change.

11. Modify Exhibit A to Provide:

Effective on the execution of a memorandum of agreement, the hospital shall be permitted to hire per diem staff including CNA/IA and LPNs, at an hourly rate with no benefits for weekend coverage.

12. Modify Exhibit A to Provide:

When an employee is on a leave of absence and using donated leave time for more than three months, the hospital shall have the right to hire a replacement for that employee on a temporary basis.

13 Dispatchers: The parties agree to meet within 90 days to discuss the schedule for the dispatchers.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 22ND

DAY OF NOVEMBER 2013

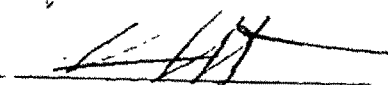
FOR UNION COUNCIL 8


ED LOZINSKI
PRESIDENT

VICE-PRESIDENT

FOR UNION COUNTY


ALFRED FAELLA
COUNTY MANAGER


NORMAN ALBERT, ESQ.
DIRECTOR, ADMINISTRATIVE
SERVICES



1167

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

12/18/2008

RESOLUTION NO. 2008-1167

WHEREAS, the County of Union and Council No. 8 engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which will expire on December 31, 2008; and

WHEREAS, the County of Union and Council No. 8 negotiating committees reached a tentative agreement on December 4, 2008 and the Union ratified on December 16, 2008; and

WHEREAS, the County of Union now desires to confirm the understanding in the Memorandum of Agreement 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 Council No. 8.

NO SUFFICIENCY OF FUNDS REQUIRED

Frank W. Pedroni 12-17-08

Table with 18 columns: FREEHOLDER, Aye, Nay, Abs, Pass, Res, Mot, Sec, NP, FREEHOLDER, Aye, Nay, Abs, Pass, Res, Mot, Sec, NP. Rows include HOLMES, KOWALSKI, PROCTOR, SCANLON, SULLIVAN, VAN BLAKE, WARD, MIRABELLA VICE-CHAIRMAN, and ESTRADA CHAIRMAN.

APPROVED AS TO FORM [Signature] COUNTY ATTORNEY

I hereby certify the above is an original resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date. [Signature] CLERK

I hereby certify this is a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date. _____ CLERK

**MEMORANDUM OF AGREEMENT
UNION COUNCIL NUMBER 8**

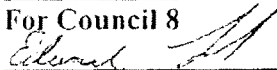
**&
COUNTY OF UNION**

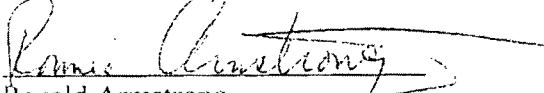
The County and Council Number 8 engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2007. The County and Council Number 8 have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.


The tentative Agreement is subject to the ratification of the membership of Council Number 8 and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Council Number 8 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.

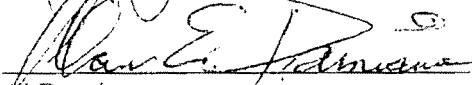
Therefore, the County and Council Number 8 agree to the attached eight (8) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement.

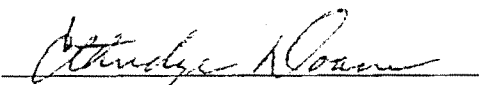
For Council 8

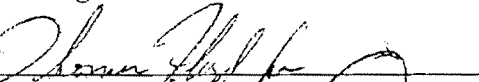

Edward Lozinski, President

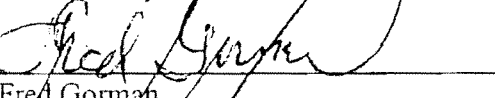

Ronald Armstrong

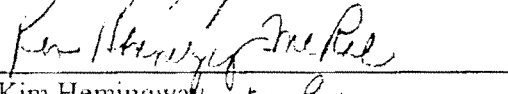

Marva Coleman

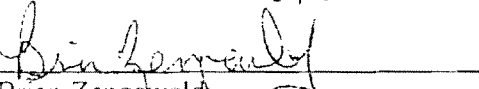

Al Damiano


Ethridge Doane


Thomas Floyd Jr

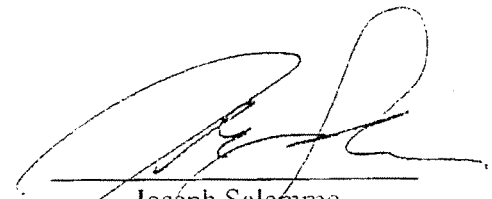

Fred Gorman


Kim Hemingway - *rec. Rec.*

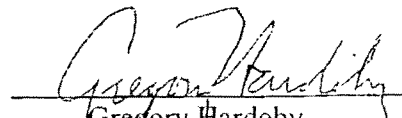

Brian Zengewald


Juan Bellamy, I.F.P.T.E.

For the County of Union


Joseph Salomme
Labor Relations Consultant

ATTEST:


Gregory Hardoby

12/4/08
Date

1. Duration (Article 30)

January 1, 2008 to December 31, 2011

2. Salaries (Article 18)

2008 - 0%

2009 - 3% (inclusive of Shift/Weekend Differential) + \$500.00
Bonus(not on base) paid to Full-time members Jan. 2009.

2010 - 0%

2011 - 3% (inclusive of Shift/Weekend Differential)

3. Health Insurance Benefits for Retirees (Article 29)

Effective January 1, 2009, there shall be a health insurance plan for employees covered by the recognition clause of the Collective Bargaining Agreement, subject to the following terms and conditions:

- a) Eligibility: Employees must have been actively employed with the County of Union on the date the Memorandum of Agreement is approved by the Board of Chosen Freeholders and must retire on either a disability pension, or retire having reached the age of 55 and having 25 years or more of service with the County, or reach the age of 62 years or older with 15 years of service with the County. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have or are not eligible for health benefits from another source. Eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them. Dependents of employees eligible for benefits hereunder shall also be provided with coverage pursuant to the benefit insurance plan's rules.
- b) Description: This benefit shall consist of coverage under the Horizon Direct Access Health Insurance Plan. Subject to the vested material rights of employees covered hereunder, the County reserves the right to change or modify the plan at any time so long as the modified plan provides substantially equivalent or better coverage to that in effect for the eligible members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates.

- c) Future Employees: Employees hired after the date of approval by the Board of Chosen Freeholders, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.
- d) Cessation of Subsidy: Upon implementation of retiree health benefits provided in a) and b) above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement.
- e) Health Benefit Buyout Option: Any retiree eligible to receive benefits or then receiving benefits as described above, with either Family or Husband/Wife coverage in any of the available health benefits plans, may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000.00 annually, to be paid in 26 installments over the next year. The \$5,000.00 sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

4. Health Benefits (Article 28)

Section 1 Drug Prescription Benefits

Effective January 1, 2009, Co-payments shall be as follows:

Retail:

\$20.00 co-pay per prescription for name brand where generic is available.

\$15.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$6.00 co-pay per prescription for generic.

Mail:

\$15.00 co-pay per prescription for name brand where generic is available.

\$10.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$5.00 co-pay per prescription for generic.

The above co-pays shall apply to both retail pharmacy purchases (up to 30 day supply and a ninety (90) day supply through mail order.

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

Drug Plan Utilization Modifications

- a) Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling)
- b) Preferred Drug Step Therapy (Generic or Preferred Name Brand first)
Limited to PPI, SSRI and Intranaseal steroid drugs
- c) Clinical Intervention (Statement of medical necessity from MD)
Limited to Anti-Narcoleptic Agents, Weight Loss and Antineoplastic Agents

Section 5 (Health Insurance Plan Modifications)

The following modifications shall be implemented:

- a) Effective Jan. 1, 2009, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- b) Emergency Room co-pays shall be implemented for both Direct Access and PPO as follows:

Effective January 1, 2009 - \$25.00 per visit

- c) Effective January 1, 2009, new employees shall contribute the following percentages of salary:

3% Family
2.5% H/W & P/C
2% Single

Employees hired between June 1, 2001, and December 31, 2008, shall maintain their current contribution rate inclusive of the increase specified in the Collective Bargaining Agreement not to exceed:

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

5. Uniforms

Effective January 1, 2009, the County will no longer provide uniforms to employees currently receiving same in Juvenile Detention, Engineering, Facilities Management, Motor Vehicles,

Public Works, and certain Runnells Specialized Hospital employees. These employees shall receive the following clothing allowance payable in December of each calendar year inclusive of shoe allowance and any applicable maintenance allowance and including a \$75.00 increase as follows:

JDO and Sr JDO	\$1075
RSH (housekeeping, food service, etc)	\$350
Engineering; Facilities	\$475
Public Works, & Motor Vehicles	\$525

Employees currently receiving uniform allowance shall have their allowance adjusted as follows for 2009:

Security Guards	\$975
CNA/LPN - FT	\$390
LPN - PT	\$255
CNA - PT	\$165

All of the above stated uniform allowance amounts shall remain at that rate for 2010, and increased by \$50.00 for 2011 for FT employees and \$25.00 for PT employees.

It shall be the responsibility of each individual employee to report for work in the proper uniform attire as required by their respective Department Head. Failure to do so may subject the employee to the disciplinary process.

6. The following Titles and Ranges shall be added to the Agreement:

- a) Sr Customer Service Representative \$32,827 - \$44,570
- b) Telephone System Installer Repairer \$37,117 - \$51,721

7. Transfer of Council 8 "Tree Crew" employees to Park Maint Union as specified on the attached Exhibit A.

8. Salary Ranges for certain classifications of RSH employees shall be amended as set forth on the attached Exhibit B.

9. ~~Sheriff Security Guard Overtime: The parties recognize that an issue exists concerning instances of repeated refusal to work OT and agree in principle to develop a procedure to control this situation. The parties will meet to resolve this issue within 30 days from the date of this M.O.A.~~ See attached page 5a.

10. Meal Allowance shall increase from \$8.50 to \$9.50 - Effective January 1, 2009

11. Mailing shall increase from \$1500 to \$1700 - Effective January 1, 2009

9. Overtime: The parties recognize that issues exist concerning instances of repeated refusal to work OT and equitable distribution of OT and agree in principle to develop procedures to control same. The parties will meet to resolve these issues within 30 days from the date of this M.O.A.

5a

12. Renewal fees will be paid for all licenses required of employees by the County in the performance of their duties - Effective January 1, 2009
13. Cancer Screening Policy Resolution to be incorporated into contract. Exhibit C.
14. Every effort will be made by the County to have a recorded announcement for emergency closings
15. Union Business: The Vice-President may be granted up to one day per week paid release time to attend to union business with prior notification to his/her Department Head or designee. Such notification shall include both departure and returning time as applicable.
16. Incorporate County Modified/Light Duty Policy into Contract. Exhibit D.
17. Runnells Proposals: AGREE to the following:

A. EDUCATION

During the term of this Agreement, the County will continue to cover the cost of tuition, ~~{DELETE: books and uniforms}~~ when LPNs, Senior LPNs, CNAs and Institutional Attendants are enrolled in a program leading to an RN license to a maximum of \$2000 per year employee per year. The employee must complete one year of service with Runnells Specialized Hospital to become eligible for this benefit. The employee must maintain a passing grade as required by the course of study at the involved school. The school is to be approved by the Administration of Runnells Specialized Hospital from amongst accredited schools. Such approval shall not be arbitrarily denied. Tuition reimbursement shall be paid upon completion of the semester, and presentation of the original transcript with passing grade and original receipt of payment. Prior to any reimbursement, the employee is to execute a written tuition reimbursement agreement. Provisions of the agreement will consist of the following:

- (a) After graduation, the employee will provide a written application to request to change job positions.
- (b) Provide a current NJ RN license for verification.

(c) Attend a scheduled interview for open RN positions available for shift/unit determined by staffing needs.

(d) Applicants will be selected based upon interview, demonstrated performance and the availability of open positions.

(e) Selected applicants will agree to work for Runnells Specialized Hospital year for year on the shift/unit determined by the staffing needs of the department.

(f) If the employee breaches the agreement, the employee is to repay the County on a proportional basis with interest a prime rate during a mutually agreed timeframe between Finance and the employee.

(g) Employees who do not pass the NJ State Nursing Boards and do not receive a license following the completion of school will also be required to repay the County.

(h) Employees must take the NJ State Boards and pass within a 6 month time period following the completion of school or will be required to repay the County.

Once the tuition agreement is signed, reimbursement shall begin with the following semester. Alternative work schedules to accommodate school attendance will be granted on the basis of staffing needs of the department. The employee must request an alternative work schedule in writing, providing documentation to support the request with beginning and ending dates, within a minimum of 30 days prior to the requested start date. The employee will receive a response in writing documenting the decision.

LPN Seminars for Continuing Education Units: The County will provide up to a maximum of \$300 per year per full time LPN and up to a maximum of \$200 per year for part-time LPNs for this purpose.

B. Nursing Services Clerk Stipend: \$250 for Certification from the National Assoc. of Health Unit Coordinators. Recertification must be met every 3 years for retention of Stipend – Effective January 1, 2009.

C. Add to contract the present practice of providing uniforms at no cost to NSCs; 2 per year – Effective January 1, 2009.

D. One Certified NSC per year will be selected by RSH administration to attend the annual NAHUC Convention, subject to the County EPEC approval process. The County will grant paid leave for attendance and provide reimbursement to the employee for the cost of registration – Effective January 1, 2009.

E. The County will cover the cost of 2 year license renewal for LPNs – Effective January 1, 2009.

Exhibit E. Individual Retiree Health Benefit Contract

County of Union

Council 8 - Tree Crew - Exhibit A

Name	Title
Fellner, Brian	Sr Tree Climber
Falk, David	Sr Tree Climber
Firsichbaum, Jamie	Tree Climber after 1982
Ferrigno, Douglas	Laborer
Harrison, Paul	Laborer
Vacant	Tree Climber after 1982

PROPOSED COUNCIL 8 RANGES / EMPLOYEES HIRED AFTER 1/1/2009 - Exhibit B

TITLE	HOURS	LOW	MID	HIGH	MIN	MAX	STEPS	INCR
Food Svc. Wkr.	37.5 current	22379	23066	25042	21134	37218	17	946
Food Svc. Wkr.	37.5 proposed				22379	37218	17	873
Instit. Attndt.	37.5 current	23605	24340	26412	25781	41116	18	852
Instit. Attndt.	37.5 proposed				23605	41116	18	973
Hlth. Ins. Ben. Clk.	37.5 current	26057	26866	29099	31920	47546	14	1116
Hlth. Ins. Ben. Clk.	37.5 proposed				26057	47546	14	1535
Nursing Svcs. Clk.	37.5 current	26057	26866	29099	31091	44523	15	895
Nursing Svcs. Clk.	37.5 proposed				26057	44523	15	1231
Ward Clerk	37.5 current	23605	24340	26412	30314	43719	15	894
Ward Clerk	37.5 proposed				23605	43719	15	1341
Laundry Worker	37.5 current	23605	24340	26412	29685	42970	15	886
Laundry Worker	37.5 proposed				23605	42970	15	1291

EXHIBIT 'C'

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NO. *1623A-99*
DATE:

12/9/99

WHEREAS, the Board of Chosen Freeholders of the County of Union desires to establish a Cancer Screening Policy for the County's employees effective January 1, 2000; and

WHEREAS, pursuant to this Policy, employees will be granted four (4) hours of paid leave each year for use for cancer screening; and

WHEREAS, the four (4) hours of paid leave will not be counted toward the employee's sick, personal or vacation time; and

WHEREAS, in order to be paid for such leave, an employee must submit a medical certification verifying that the employee was absent from work for the purpose of cancer screening. The medical certification must be signed by the physician or other qualified medical personnel performing the cancer screening. Failure to submit such a certification may result in forfeiture of time; and

WHEREAS, employees will be given one (1) four (4) hour block of time annually to be used for cancer screening. Employees may not break this block of time into smaller hourly increments; and

WHEREAS, employees will be responsible for the cost, if any, of the cancer screening; and

WHEREAS, the County seeks to offer this benefit to its exclusionary and represented employees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby adopts this policy for exclusionary employees and authorizes and directs the Director of Administrative Services to engage in collective negotiations with the various exclusive bargaining representatives for the purpose of providing such units with the benefits associated with the County's Cancer Screening Policy.

NO SUFFICIENCY OF FUNDS REQUIRED

11/30 12/9/99

RECORD OF VOTE														
FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Sec
GONCALVES	X							SCANLON	X					
HOLMES	X							STENDER						X
MINGO	X							SULLIVAN VICE-CHAIRMAN	X				X	
MIRABELLA	X					X		SCUTARI CHAIRMAN	X					
RUOTOLO	X													

APPROVED AS TO FORM <i>[Signature]</i>	I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the date above mentioned.
COUNTY ATTORNEY	<i>[Signature]</i>

Exhibit D,

MODIFIED OR LIGHT DUTY

The County of Union has established a Modified and Light Duty Program in all departments for an employee who receives on-the-job injuries and who, after a medical examination, is determined to be able to perform these specific types of duties as temporary assignments. In certain instances, these assignments could involve "out-of-title" work for a temporary period not to exceed 260 working days or the equivalent of one year.

Modified or light duty assignments are made at the discretion of the employee's Department Head or Designated Agent. In all cases, efforts will be made to place an employee in a modified or light duty assignment status within an employee's own Department or Division. Preference will be given to assignments within an employee's classification, followed by assignments in other classifications.

If the employee and/or the employee's Supervisor feel that a modified or light duty assignment cannot be performed due to a medical reason related to the workers' compensation illness or injury, a medical reexamination will be scheduled. The examining physician will have the final decision on the employee's medical ability to perform a modified or light duty assignment. If the employee and/or the employee's supervisor feels that a non-medical circumstance exists which prevents an employee from placement in modified or light duty assignment, the final decision on the employee's ability to perform the duty will rest with the employee's Department Head and the Risk Management Unit in the Personnel Division.

An employee assigned to a modified or light duty assignment will be considered to be working in a temporary assignment. The workdays and hours will conform to the position assigned in the respective area. Should an employee be assigned to work in another area, it will be the employee's responsibility to provide transportation to that work site. The employee will be compensated at the employee's regular rate while in the modified or light duty assignment and still accrue benefits and seniority accordingly.

Any time off taken while on modified or light duty will be charged accordingly (i.e., vacation, sick, personal business, etc.).

If an employee requests a sick day due to the work-related injury while on modified or light duty, he or she must contact his or her supervisor and the treating care facility immediately. The medical facility will reexamine the employee at that time to determine if there is any additional medical problem.

Should the examining physician determine that the current illness is work related, time off will be charged to workers' compensation. If the illness is not work related, the employee will be charged accordingly.

If an employee does not visit the care facility when required and scheduled, the absence will be charged to the employee's sick time and may be the subject of disciplinary action. Follow-up visits and/or other treatment, relative to the work related injury, will be scheduled early morning or late afternoon in order not to interfere with an employee's work schedule. Any time lost due to these appointments will ~~not~~ be charged against an employee's time.

Exhibit E.

AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2008, by and between the **County of Union** (herein the "**County**") and _____, (herein the "**Employee**") with the approval and consent of **Union Council No. 8** (hereinafter "**Co8**")

Insert Name of Individual Employee

WHEREAS, the County and Co8 are parties to a collective bargaining agreement ("**CBA**") covering the period January 1, 2008 through December 31, 2011; and

WHEREAS, the Employee is a member of the Co8 bargaining unit covered by the CBA; and

WHEREAS, in order to obtain the agreement to enter into the CBA, the Co8 agreed to a zero percent increase to base pay for calendar years 2008 and 2010 and other agreements as more particularly set forth in the Memorandum of Agreement dated _____, 2008, attached hereto as Appendix A (herein the "**Memorandum**"); and

WHEREAS, the Co8 and Employee only agreed to said zero percent increases based upon the assurances from the County and the Co8 that the retiree health insurance benefits set forth in the Memorandum were fully vested and would not be subsequently eliminated, modified or otherwise limited, except in accordance with the terms of said Memorandum; and

WHEREAS, all parties hereto acknowledge that the Employee has relied to his or her detriment upon the aforesaid assurances and that the elimination, modification or other limitation upon the bargained-for retiree health insurance benefits, except in accordance with the terms and conditions of the Memorandum, would constitute immediate, irreparable and substantial harm to the Employee and his/her dependents; and

WHEREAS, the County and Co8 agree that the development of the guarantees set forth in this Agreement were bargained for in good faith within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* (herein the "Act");

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

WITNESSETH:

1. The County and the Co8 agree that the retiree health insurance benefits set forth in the Memorandum will not be changed except in accordance with the terms and conditions of the Memorandum.

2. The County and Co8 agree that the retiree health insurance benefits set forth in the Memorandum may only be changed as to the Employee and his/her eligible dependents with the written consent of the Employee.

3. The County and Co8 agree that any future collective bargaining agreement, sidebar agreement or other agreement or contract into which they may enter, whether written or oral, will be subject to the terms and conditions of this Agreement and the Memorandum of Agreement and that any provision of such future agreement which purports to change any terms or conditions of this Agreement shall be unenforceable as against the Employee and his/her dependents unless the Employee provides his/her written consent for such change(s).

4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent of all such parties that this Agreement be fully enforceable according to its plain language which all parties agree is to be construed in favor of the Employee and against the County and the Co8.

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS ____ DAY OF _____, 2008.

COUNTY OF UNION

By: _____
George W. Devanney
County Manager

ATTEST

Council No. 8

By: _____
Ed Lozinski
President

ATTEST

Employee Signature

_____, Employee
Print Name

ATTEST