

**SUMMARY FORM**

**COLLECTIVE BARGAINING AGREEMENT  
PUBLIC SECTOR / NON-POLICE & NON-FIRE**

**Section I: Agreement Details**

Public Employer: COUNTY OF UNION County: UNION  
 Employee Organization: H P A E LOCAL 5112 - NURSES Employees in Unit: 26  
 Base Year Contract Term: 1/1/2012 - 12/31/2014 New Contract Term: 1/1/2015 - 12/31/2017  
 Type of Settlement:  Mediated Settlement  Fact-Finder Recommendation  Voluntary Settlement  Super Conciliation

Section II: Economic	Column A	Column B
	Base Year - Total Costs (Last Year of Previous agreement)	New Base Year - Total Costs (First Year of Successor agreement)
	<u>2012 - 2014</u>	<u>2015 - 2017</u>
Item 1 ..... Salary		
Item 2 ..... Increment	<u>SEE</u>	<u>SEE</u>
Item 3 ..... Longevity		
Item 4	<u>MOA</u>	<u>MOA</u>
Item 5		
Item 6		
Item 7	<u>ATTACH</u>	<u>ATTACHED</u>
Item 8		
Item 9	<u>(ED)</u>	<u>(ED)</u>
Item 10		
Item 11		
Item 12		
Any additional items list on separate sheet Additional Items		
<b>Section III: Totals</b> - Sum of costs in each column	(Total)	(Total)

**Section IV: Analysis of new successor agreement** NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement) \_\_\_\_\_ SEE MOA ATTACHED

Effective Date (m/d/yyyy) \_\_\_\_\_

Percent Increase \_\_\_\_\_

Total cost of increase \_\_\_\_\_

Total base salary (successor agreement) \_\_\_\_\_

**Section V: Impact of Settlement - average annual increase over term of agreement**

Percentage Impact (average per year over term of agreement) \_\_\_\_\_

Dollar Impact (average per year over term of agreement) \_\_\_\_\_ SEE ATTACHED MOA

**Section VI**

Health Insurance (Indicate costs associated on each line)

	Base Year	Year 1
Cost of Health Plan		
Employee Contributions		
Prescription		
Dental		
Vision		

SEE ATTACHED MOA

*The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.*

**Section VII**

Prepared by: MARK TRAUM Title: LABOR RELATIONS COORDINATOR  
 Signature: [Signature] Date: 7/7/2016



**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS**

**RESOLUTION:** *2015-834*

OCTOBER 8, 2015

CHAIRMAN MOHAMED S. JALLOH

*WHEREAS*, the County of Union engaged in collective bargaining negotiations with HP AE-Local 5112--Nurses, for a new Labor Agreement between the parties effective January 1, 2015 through December 31, 2017; and

*WHEREAS*, the County of Union and the negotiating committee for the HP AE-Local 5112--Nurses, reached a tentative agreement on September 29, 2015 and representatives of the Bargaining Committee, and the County agree to recommend, without reservation, the approval of same; and

*WHEREAS*, the County of Union now desires to confirm the understandings in 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 HP AE-Local 5112--Nurses.

Sufficiency of Funds Authorized 2015 Budget; Subject to Inclusion in the 2016 Budget; Subject to Inclusion in the 2017 Budget:  
 Approved as to Form:  
 Certifying as to an Original Resolution:  
 Certified as to a True Copy:

*Crick Malina*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Sergio Granados	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Mohamed S. Jalloh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MEMORANDUM OF AGREEMENT**

**HPAE-LOCAL 5112**

**&**

**COUNTY OF UNION**

The County and HPAE-Local 5112 engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2014. The County and HPAE-Local 5112 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 HPAE-Local 5112 and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of HPAE-Local 5112 agree 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 HPAE-Local 5112 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

**September 29, 2015**

**Date**

**MEMORANDUM OF AGREEMENT**

Agreement made this ~~27~~<sup>26</sup> day of September 2015, by and between the County of Union (herein the "County") and Health Professionals and Allied Employees AFT/AFL-CIO, Local 5112 (herein the "HPAE").

WHEREAS, the County and HPAE are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2012 through December 31, 2014; and

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

WHEREAS, the negotiating committees for the County and HPAE 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 2012 through 2014 CNA between the County and HPAE shall remain in full force and effect.
2. Term  
January 1, 2015 through December 31, 2017
3. Wage Increase  
2015 - 1.6% across the board  
2016 - 2% across the board  
2017 - 2% across the board

See salary guide attached hereto.

4. Pay Period – Article 8.3

Change second sentence to state "All paychecks shall be made available on a bi-weekly basis."

Add: "In the event the County implements a mandatory direct deposit requirement, the Union will not contest such change."

5. Daylight Savings Time – Article 8.4

Delete "Employees are paid on an hourly basis and shall be paid for all hours worked."

6. Longevity Recognition – Article 9.4

Delete

7. Sick Leave Entitlement and Amount – Article 11.1E

Amend to state "calendar quarter" as opposed to "90 days".

8. Sick Leave Notice – Article 11.2

Amend to provide two (2) hours notice as opposed to one (1) hour's notice.

9. Health Benefits – Article 17.1

Add before Health Benefit Buy-Out Option

"Effective July 1, 2015, the County implemented two (2) additional health benefits plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Copies of the benefit summaries for each plan is attached hereto as Exhibit A. Employees hired on or after September 1, 2015, shall be required to choose one of these two plans during the first two (2) years of employment. Following the completion of two (2) years of employment and during the next open enrollment period, employees may elect to participate in one of the County's other plans. All current employees may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute \$1000 towards the deductible for single coverage and \$2000 towards the deductible for family coverage for both current and new employees who elect the HSA."

10. Professional Practice – Article 3.2(C)

Increase reimbursement by \$50 to a maximum of \$500 for full time employees and \$25 to a maximum of \$250 for part time employees.

11. Retention Bonus – Article 8.6

Revise to state:

"All RNs, except per diems, shall receive a retention bonus for all hours worked, but not to exceed 1950 hours in any one year period. To be eligible for the bonus, employees must be employed through December 31 of the year and have completed 12 months of service. Employees who retire mid-year or who are involuntarily laid-off will be eligible through their effective date of retirement or lay off." [REMAINDER OF SECTION TO STAY THE SAME]

12. Work Related Sickness or Injury – Article 14

Add "(or any other benefit time, even if pre-scheduled)" to second sentence after "shall be made to the employee's sick leave accumulation . . . ."

13. Tuition – Article 18.6

Increase reimbursement by \$1000 to \$4000 per year. Add the following sentence "For employees hired after January 1, 2015, if state law is amended to require a new minimum education for practicing RNS, the County will not provide tuition reimbursement for the minimum level."

14. Cancellation of Extra Shift – Article 7.4

Replace one hour's notice with three (3) hours notice.

15. Union Representatives – Article 2.5

Amend to state that the Union's negotiating team shall be limited to three representatives in total.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 29<sup>th</sup>  
DAY OF SEPTEMBER, 2015

FOR HIPAE

  
PRISCILLA SURLLES-BURRES  
LOCAL PRESIDENT

  
ELAINE BLAKE  
SECRETARY-TREASURER

FOR THE UNION COUNTY

  
ALFRED FAELLA  
COUNTY MANAGER

  
NORMAN ALBERT, ESQ.  
DIRECTOR, ADMINISTRATIVE  
SERVICES



**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS**

**RESOLUTION** 2013-461  
 MAY 30, 2013  
 CHAIRMAN LINDA CARTER

**WHEREAS**, the County of Union engaged in collective bargaining negotiations with HP AE Local 5112 , 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 HP AE Local 5112 have reached and ratified a tentative agreement on May 16, 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 HP AE Local 5112.

Subject to Inclusion in the Budget :  
 Approved as to Form:  
 Certifying as to an Original Resolution:  
 Certified as to a True Copy:

F. h. P  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Mohamed S. Jalkoh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Daniel P. Sullivan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>





# COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

*Matthew N. DiRado, Esq., Director*

**BOARD OF  
CHOSEN FREEHOLDERS**

LINDA CARTER  
*Chairman*

CHRISTOPHER HODAK  
*Vice Chairman*

BRUCE BERGEN

ANGEL G. ESTRADA

MOHAMMED S. JALLOH

BETTE JANE KOWALSKI

ALEXANDER MIRABELLA

DANIEL P. SULLIVAN

VERNELL WRIGHT

ALFRED J. FAELLA  
*County Manager*

ROBERT E. BARRY, ESQ.  
*County Counsel*

JAMES E. PELLETTIERE  
*Clerk of the Board*

**To: Alfred J Faella,  
County Manager**

**From: Matthew DiRado, Esq.**  
Director, Department of Administrative Services

**Date: May 21, 2013**

**Re: HPAE Local 5112  
Collective Bargaining Agreement  
January 1, 2012 through December 31, 2014**

Please be advised that a tentative agreement (attached) was reached with HPAE Local 5112 on May 16, 2013. Please place a Resolution authorizing this agreement on the Freeholder Agenda for May 30, 2013.

Thank you.

**Cc: Claudia Martins, Deputy Director, Division of Personnel  
James Pellettiere, Clerk of the Board  
Robert E. Barry, County Counsel  
Bibi Taylor, Director, Department of Finance  
Susan Palma, Administrator, Runnells Specialized Hospital  
Gregory Hardoby, Personnel Officer, Runnells Specialized Hospital  
Kathryn Hatfield, Esq., Bauch Zucker Hatfield, LLC  
Carlton Levine, Business Representative, HPAE Local 5112  
Corrado Cotumaccio, Business Representative, HPAE Local 5112**

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908) 527-4200

fax (908) 259-0180

www.uenj.org

*We're Connected to You!*

**MEMORANDUM OF AGREEMENT**

**HPAE LOCAL 5112**

**&**

**COUNTY OF UNION**

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The tentative Agreement has been ratified by the membership of HPAE Local 5112 and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of HPAE Local 5112 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 HPAE Local 5112 agree to the attached nineteen (19) 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.

May 16, 2013

Date

## Tentative Agreement

The attached represent a tentative agreement for a renewal collective bargaining agreement between Health Professionals and Allied Employees, AFT, AFL-CIO and Union County/Runnells Specialized Hospital. Any contract section not referenced by these agreements shall remain unchanged.

This agreement shall be subject to the ratification of the membership of HPAE Local 5112 and Union County.

*Barbara Egger*

*Candis Sapori*

*Cherie Mankiewicz*

*Carol Conroy*

*M. Stella Paul-Barnes*

*Kelli White*

*Alexa Palma*

*Myra D. Drummond*

*Mark*

*Greg Harkin*

**HPAE CONTRACT PROPOSAL #1**  
**December 12, 2011**  
**Agreed 2/26/13**

**PREAMBLE**

This Agreement is effective January 1, ~~2012~~ 2008, and is made between the County of Union, New Jersey, (hereinafter called "Employer", "Hospital" or the "County") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereinafter called the "Union").

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ARTICLE HPAE CONTRACT PROPOSAL #2  
MODIFIED May 6, 2013 PM

3. NURSE PRACTICE ISSUES

...

3.2 Professional Practice

The Hospital shall provide the following for all employees covered by this Agreement:

- A. Each new employee shall be provided with an orientation program of at least two (2) weeks under the direction and guidance of the Director of Nursing. A written outline of orientation information and a copy of the evaluation form will be given to each employee at the start of the orientation. During the orientation period of all new employees, a representative designated by the Union shall address the new employees about the Union.

*In addition, effective June 1, 2013, there shall be a Nurse orientation program. When an RN or LPN is oriented to a new unit, an RN Orientor shall be designated when the orientee is on the unit. The orientor shall receive one dollar per (\$1.00) per hour in addition to their regular pay for all hours they are orienting a new nurse to the unit. Orientors shall only be assigned licensed registered nurses and LPNs.*

*Orientors shall not be assigned unlicensed staff or students. Whenever a nursing student is present so shall an instructor who is responsible for them.*

An orientation of at least, two (2), seven and one-half (7 ½ ) hour shifts will be provided for employees who transfer to another unit or who have a change in shift hours.

Education staff, and Patient Care Coordinators, *or the assigned RN Orientor* shall be responsible for completing the Orientation/Skills Checklist. *The Education Staff or PCC shall be responsible for and/or* evaluating the competencies for all newly hired RN's, LPN's and CNA's.

**HPAE CONTRACT PROPOSAL #3**  
**MODIFIED February 26, 2013**  
**Agreed to C 2/26/13**

**3.2 Professional Practice**

The Hospital shall provide the following for all employees covered by this Agreement:

...

- C. The Hospital shall reimburse the cost for educational conferences, up to a maximum of four hundred fifty (\$ 450.00) dollars per year for a full-time employee and two hundred twenty-five (\$ 225.00) dollars per year for a part-time employee effective January 1, 2009. Time off without loss of pay will be granted to employees attending educational conferences reimbursed by the Hospital. Such times shall not be unreasonably denied. *In addition, employees shall be eligible for up to two additional days off without loss of pay to attend HPAE Education Days for the purpose of obtaining Nursing Continuing Education credits. Requests for time off must be made at least two weeks in advance and must be approved by the Director of Nursing. Time off will be granted only if the employee's absence does not generate an overtime situation. In the event more than one employee requests time off for HPAE Education Days, approval will be determined based on rotating seniority order.*

The American Heart Association CPR Course Level C as provided by the Hospital to all employees. Runnells hospital shall offer CPR training and refresher courses on-site at appropriate intervals in order for all staff to maintain their certification.

...

- ~~E. The parties agree to explore arrangements for BSN and/or MSN credit courses to be offered at Runnells Hospital on a regular basis. Such courses shall be open to all bargaining unit employees with the appropriate educational prerequisites at no cost to the employee. If such course is scheduled at the employee's regularly scheduled work time, the employee shall be released without loss of pay in order to attend.~~

**HPAE COUNTER TO COUNTY PROPOSAL #4**  
**MODIFIED May 6, 2013**  
Agreed to 18.1, 9.3, 10.3 on February 26, 2013

**Article 18 MONETARY BENEFITS MISCELLANEOUS**

**18.1 Resignation**

An employee who resigns or otherwise separates from employment shall receive *unused vacation as per 10.3 and holiday time as per 9.3.*

**9.3 Holiday Payment**

*Add new final paragraph:*

*.An employee who has resigned or who has otherwise separated from employment shall be entitled to holiday time pay for the current year pro-rated upon the number of holidays earned in the number of months the employee received pay in a calendar year in which the separation becomes effective, in addition to any unused holiday time due for the previous year.*

**10.3 Vacation Entitlement**

...

An employee who has resigned or who has otherwise separated from employment shall be entitled to vacation allowance for the current year pro-rated upon the number of months *the employee received pay* in a calendar year in which the separation becomes effective, ~~in addition to any unused holiday time due for the previous year.~~

*in addition to any unused and approved vacation time carried over from the prior year*

**18.13 HPAE Retiree Medical Trust**

Effective January 1, 2010, the County shall make monthly contributions to the Trust, in an aggregate amount equivalent to \$0.10 for all regular hours *paid to worked by* bargaining unit members. Effective January 1, 2011, the contribution shall be increased to \$0.20. *Effective January 1, 2013 the contribution will be decreased to \$0.15 for all regular hours paid to bargaining unit members.*

...

Parties Agree to settle the pending arbitration. County shall make payment to HPAE Retiree Trust for all hours paid to but not worked by bargaining unit employees since January 1, 2010. Upon receipt of such payment, HPAE will withdraw its demand for arbitration in this matter.

**HPAE CONTRACT PROPOSAL #5**  
**MODIFIED May 6, 2013**

**3.5 The parties agree to work together to find a location for an off-unit Nursing Lounge that will be provided for the use of the Registered Nurses for their meal and break periods. It shall be for the exclusive use of the Registered Nurses Nursing Staff and shall be accessible to them at all times.**



**HPAE CONTRACT PROPOSAL #6**  
**Modified May 6, 2013**

**ARTICLE 4. EMPLOYEE STATUS**

**4.1 — Classification**

~~An employee will be classified as either (a) full time (b) part time or (c) per diem.~~

**4.2 — Full Time Employees**

~~An employee who is employed on a regular basis to work thirty seven and a half (37.5) hours per week.~~

**4.3 — Part Time Employees**

~~An employee who is regularly scheduled to work less than the regular workweek hours of a full time employee.~~

~~Part time employees hired after May 22, 2010 are not entitled to participate in the State Pension System (PERS). Instead, such employees are eligible for the Defined Contribution Retirement Program.~~

**4.4 — Per Diem Employees**

~~An employee who is employed as needed by the Hospital and subject to the employee's availability with no guarantee of hours except as otherwise determined within this Agreement. Per Diem Employees are excluded from any benefit defined in the Collective Bargaining Agreement unless otherwise specified.~~

**17.5 Public Employment Retirement**

The County is a participant in the Public Employment Retirement System (PERS). Eligibility for participation by employees and benefits are governed by statute and Rules and Regulations promulgated thereunder. A written description of the PERS program *or the DCRP program (for those Part Time employees hired after 5/21/10)* can be obtained from the County's Personnel Department.

**HPAE CONTRACT PROPOSAL #8**  
**MODIFIED February 26, 2013**  
**Agreed 2/26/13**

Letter of Agreement

The parties have agreed to trial self-scheduling for Bargaining Unit Employees. In the event such trial is successful, it will be extended to all Bargaining Unit Employees working in units for which such self-scheduling is appropriate.

\_\_\_\_\_  
Union County

*Michael E. [Signature]*  
\_\_\_\_\_  
HPAE

\_\_\_\_\_  
Date

*5/6/13*  
\_\_\_\_\_  
Date

**HPAE CONTRACT PROPOSAL #13  
MODIFIED May 6, 2013 PM**

2.1

**Paragraph 2:**

Each month a list of new employees, which shall include each employee's name, address, telephone number, classification, status, Shift, unit assignment and social security number, will be forwarded to the Union. Any change in classification, status, *paid or unpaid sick leaves of greater than 5 days*, or unit assignment will be given to the Union within thirty days (20) days of the change *or effective date of the leave*.

**HPAE CONTRACT PROPOSAL #14  
MODIFIED May 6, 2013**

**ARTICLE 14. WORK RELATED SICKNESS OR INJURY**

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

- A. The employee shall notify his or her Supervisor of the work-related injury or illness.
- B. If the County's workers compensation insurance carrier does not dispute the causal relationship between the employment and the injuries or illness then the employee shall be paid his or her full pay *or as provided by Workers Compensation Law (whichever is greater)* up to the first ninety (90) one hundred eighty (180) calendar days following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation, provided, the employee turns over to the County any checks received from Worker's Compensation. If the employee receives an injury which has been inflicted on the employee by any person or persons arising out of the employee's employment, the ninety (90) day calendar period shall be extended up to one hundred eighty (180) days.
- C. After the applicable ninety (90) or one hundred eighty (180) calendar day period has expired, the employee shall have the option to utilize that portion of sick leave to subsidize the difference between workers' compensation benefits and their full salary. Only that portion of the sick benefit utilized will be charged from the employee's sick bank accrual.
- D. If any employee is absent from work for seven (7) days or less, due to a work related injury or illness, the employee shall be paid his or her full pay and will not have any charge made against sick leave accumulation. In addition, the employee shall be reimbursed for medication prescribed for themselves or their family members, if deemed compensable by the County's insurance carrier.
- E. The County shall provide transportation for the initial visit to a doctor's office or to a hospital for an employee who becomes sick or is injured, where such doctor or hospital visit is necessary and no other means of transportation is immediately available.
- F. In the event of all Workers Compensation claims, the Union will as soon as practicable (no later than the next business day) be notified that a work related event has occurred. Such notification shall include a copy of the first injury incident report.

**HPAE CONTRACT PROPOSAL #15**  
**MODIFIED February 26, 2013**  
Agreed 10/11/12

**ARTICLE 15. HEALTH AND SAFETY**

...

- 15.6** The County strives to maintain an atmosphere which to the greatest degree possible will discourage workplace violence. Violence, threats, or verbal abuse toward county employees by any person will be dealt with in a reasonable fashion to include applicable regulations and/or statutes. The Hospital will act with due diligence to pursue these cases. Upon the union's request, all information relating to the status of the County's investigation to an alleged incident will be provided to the union. *The parties shall work together to assure that all aspects of the New Jersey Workplace Violence Prevention Act are fully implemented. A minimum of one Union designee shall serve on all committees established in compliance with the Act.*

**HPAE CONTRACT PROPOSAL #17  
MODIFIED May 6, 2013 PM**

**ARTICLE 18. MONETARY BENEFITS MISCELLANEOUS**

...

**18.4 Charge Nurse Differential**

An employee, full-time, part-time, and per diem, who performs the duties of charge nurse, shall be paid a differential of two dollars (\$2.00) per hour for all such hours worked effective January 1, 2009.

Individuals shall be designated as "in charge" of a particular unit when the PCC is not scheduled on duty. *When the PCC is on duty, recognizing that PCC's are not on the unit the entire shift, one RN will be assigned charge for the shift to perform those duties. The nurse so assigned shall receive fifteen dollars (\$15) for each shift they are assigned as charge.*

*In the event of the absence of a PCC due to vacation, leave of absence, illness or vacancy, Staff Nurses shall not cover any of the PCCs supervisory duties.*

**HPAE CONTRACT PROPOSAL #18**  
**December 12, 2011**  
**Agreed 4/23/12**

**ARTICLE 25. COMMITTEE ON POLITICAL EDUCATION**

The Employer agrees *to continue* ~~and shall use its best efforts~~ to have the County payroll department provide deductions for the HPAE Committee on Political Education (HPAE COPE) fund, the amount to be deducted as per employee's request on a written authorization form provided by the Union to the Employer.

The County agrees to meet with the Union within ninety (90) days of ratification of the contract regarding this issue.

**HPAE COUNTER TO COUNTY PROPOSAL #1  
MODIFIED May 3, 2013**

**8.3 Pay Period**

Frequency of payment will continue as heretofore. All paychecks shall be delivered and available bi-weekly. ***In the event that the County determines a need to change to a semi-monthly payroll and/or mandatory direct deposit, the County will notify the Union at least six weeks prior to the date of the potential change and the parties will meet to resolve any potential issues that are identified prior to the implementation.*** Employees shall receive with each paycheck a statement that clearly identifies specific hours worked and compensation, base rate of pay, overtime amount, and any differentials and/or monetary benefits paid to the employee which was used to calculate the employee's wage. The statement shall also include the status of accrued and unused benefit time.

[remainder of article to remain unchanged]



**HPAE COUNTER TO COUNTY PROPOSAL #6**  
**Agreed February 26, 2013**

21.3 Step 4. Delete State Board of Mediation and replace with NJ Public Employment Relations Commission.

HPAE Economic Package  
May 6, 2013

1. Article 17 Benefits

HPAE agrees to the modifications of the current health plan as outlined in the County's November 30, 2012 proposal.

17.1

**Health Benefit Buy-Out Option:** Effective January 1, 2006, the health benefit buy-out option shall be \$5,000.00 annually for employees covered by spouse plan (Family and Husband/Wife) who decline additional health coverage. Also, as of June 1, 2007, the Health Benefit Buyout for Single coverage from another source in the amount of \$1,800.00 shall be effective. Health Benefit Buyout options for Family, Husband/Wife, and Single Coverages shall continued to be offered for the duration of this Agreement. The buy-out will be payable in 26 installments over the year said insurance coverage is not provided by the County. Employees opting-out shall retain the right to re-enter the County 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. *The parties recognize that this buy-out covers both the Health Insurance and Prescription drug plans.*

2. Wages

2012 – Years of Experience increments.

2013 – In addition to Years of Experience increments, all employees shall receive a 1.55% across the board increase effective January 1, 2013

2014 – In addition to Years of Experience increments, all employees shall receive a 1.5% across the board increase effective January 1, 2014

## ARTICLE 19. WAGES

19.1 Wages will be adjusted according to the following schedule retroactive to January 1, 2013. Effective January 1, 2014, All employees due movement on the wage scale between January and June will receive such increase effective January 1 of that year. All employees due movement on the wage scale between July and December will receive such increase effective July 1 of that year.

Years Experience	1/1/2011	1/1/2013	1/1/2014
0-1	\$26.81	\$27.23	\$27.63
1 yr-2 yrs	\$27.38	\$27.80	\$28.22
2+yrs to 3 yrs	\$27.94	\$28.37	\$28.80
3+yrs to 4 yrs	\$28.77	\$29.22	\$29.65
4+yrs to 5 yrs	\$29.33	\$29.78	\$30.23
5+yrs to 6 yrs	\$29.90	\$30.36	\$30.82
6+yrs to 7 yrs	\$31.01	\$31.49	\$31.96
7+yrs to 8 yrs	\$31.56	\$32.05	\$32.53
8+yrs to 9 yrs	\$32.12	\$32.62	\$33.11
9+yrs to 12 yrs	\$33.65	\$34.17	\$34.68
12+yrs to 15 yrs	\$35.06	\$35.60	\$36.14
15+yrs to 20 yrs	\$36.75	\$37.32	\$37.88
20+yrs to 25 yrs	\$37.60	\$38.18	\$38.76
25+yrs to 30 yrs	\$38.71	\$39.31	\$39.90
30+yrs	\$39.59	\$40.20	\$40.81
Per Diem RNs	\$41.00	\$41.64	\$42.38

3. HPAAE agrees to eliminate the shuttle service.

## County's November 30, 2012 Health Care Proposal

**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

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

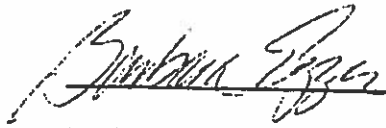
	Out of Network Reimbursement Benefit*
Current	80 <sup>th</sup> Percentile of HIAA
Proposed	150% of CMS (Medicare)

\*Explanation: HIAA (Health Insurance Association 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.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 6th DAY

OF MAY 2013

FOR HPAAE

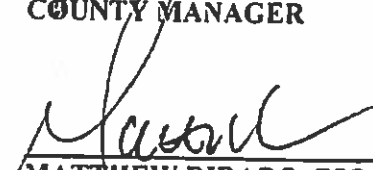


PRESIDENT

FOR THE UNION COUNTY



ALFRED FAELLA  
COUNTY MANAGER



MATTHEW DIRADO, ESQ.  
DIRECTOR, ADMINISTRATIVE  
SERVICES