

**SUMMARY FORM**

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

**Section I: Agreement Details**

Public Employer: County of Union County: Union  
 Employee Organization: LOCAL 68 - OPERATING ENGINEERS Employees in Unit: 19  
 Base Year Contract Term: 1/1/2009 - 12/31/2012 New Contract Term: 1/1/2013 - 12/31/2015  
 Type of Settlement:  Mediated Settlement  Fact-Finder Recommendation  Voluntary Settlement  Super Conciliation

Section II: Economic	Column A	Column B
	Base Year - Total Costs <small>(Last Year of Previous agreement)</small>	New Base Year - Total Costs <small>(First Year of Successor agreement)</small>
	<u>1/1/2009 - 12/31/2012</u>	<u>1/1/2013 - 12/31/2015</u>
Item 1 ..... Salary		
Item 2 ..... Increment		
Item 3 ..... Longevity		
Item 4 .....	<u>SEE</u>	<u>SEE</u>
Item 5 .....	<u>MOA</u>	<u>MOA</u>
Item 6 .....		
Item 7 .....		
Item 8 .....	<u>Attached</u>	<u>Attached</u>
Item 9 .....		
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) \_\_\_\_\_  
 Effective Date (m/d/yyyy) \_\_\_\_\_  
 Percent Increase ..... \_\_\_\_\_  
 Total cost of increase ..... \_\_\_\_\_  
 Total base salary (successor agreement) ..... \_\_\_\_\_

1/1/2013 - 12/31/2015  
SEE MOA ATTACHED

**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 MOA ATTACHED

**Section VI**

*Health Insurance (Indicate costs associated on each line)*

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

SEE MOA ATTACHED

*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  
Print Name  
*Mark Traum*  
Signature

Title: LABOR RELATIONS COORDINATOR  
 Date: 10/21/2015



**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS**

**RESOLUTION** *2014-829*  
 OCTOBER 9, 2014  
 CHAIRMAN CHRISTOPHER HUDAK

**WHEREAS**, the County of Union engaged in collective bargaining negotiations with the Local 68-Operating Engineers, for a new Labor Agreement between the parties effective January 1, 2013 through December 31, 2015 to replace the current Agreement which expired on December 31, 2012; and

**WHEREAS**, the County of Union and the negotiating committee for the Local 68-Operating Engineers, reached a tentative agreement on August 7, 2014 ; 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 the Local 68-Operating Engineers.

Sufficiency of Funds Authorized Subject to Inclusion in the 2015 Budget:

Approved as to Form: \_\_\_\_\_

Certifying as to an Original Resolution: \_\_\_\_\_

Certified as to a True Copy: \_\_\_\_\_

*Christopher Hudak*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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"/>
<input type="checkbox"/> Tabled		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bruce H. Bergen	<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"/>
	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"/>
	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"/>
	Mohamed S. Jalloh	<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"/>

**MEMORANDUM OF AGREEMENT**  
**LOCAL 68 – OPERATING ENGINEERS**  
**&**  
**COUNTY OF UNION**

The County and Local 68-Operating Engineers engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2012. The County and Local 68-Operating Engineers 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 Local 68-Operating Engineers and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the Local 68-Operating Engineers 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 Local 68-Operating Engineers agree to the attached Three (3) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement

August 7, 2014  
Date

**MEMORANDUM OF AGREEMENT**

Agreement made this \_\_\_ day of July 2014, by and between the County of Union (herein the "County") and Local 68-68A-68B Affiliated with the International Union of Operating Engineers, AFL-CIO (herein the "Local 68").

**WHEREAS**, the County and Local 68 are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2009 through December 31, 2012; and

**WHEREAS**, the County and Local 68 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 Local 68 have reached agreement on new terms and conditions subject to ratification by the membership of Local 68 and approval by the Freeholders of the County; and

**WHEREAS**, the negotiating committees for the County and Local 68 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 2009 through 2012 CNA between the County and Local 68 shall remain in full force and effect.
2. Term  
January 1, 2013 through December 31, 2015
3. Salaries: See Attached guide  

1/1/2013:	1.488% at max. All employees in guide shall receive their increments.
1/1/2014:	1.333% at max. All employees in guide shall receive their increments.
1/1/2015:	1.74% across the board.
4. Payroll

In the event the County determines to change the pay schedule to a bi-monthly schedule, Local 68 agrees that it will accept the change without dispute. In the event the County determines to change mandatory direct deposit, Local 68 agrees that it will accept the change without dispute.

5. Stipends: Red Seal, CFC and Plumbers' license stipends shall each be increased by \$100.

6. Benefits

Section 3: 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 <sup>th</sup> Percentile of HIAA
New	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.

Section 4. 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 8.

Modify to add prescription coverage to health benefit buyout option.

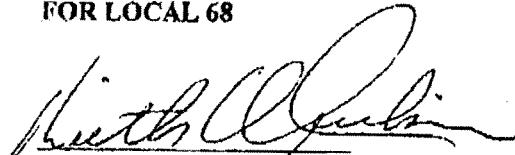
7. Release Time for Collective Negotiations

Effective upon execution of the Agreement, shop stewards shall be granted release time for participation in collective negotiations.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 7<sup>TH</sup>

DAY OF AUGUST, 2014

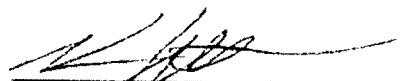
FOR LOCAL 68

  
 KEITH WEICKER  
 BUSINESS REPRESENTATIVE

FOR UNION COUNTY

  
 ALFRED FAELLA  
 COUNTY MANAGER

  
 MICHAEL CAHILL  
 SHOP STEWARD

  
 NORMAN ALBERT, ESQ.  
 DIRECTOR, ADMINISTRATIVE  
 SERVICES

  
 EDWARD KUSPIEL  
 SHOP STEWARD



3/31/2011

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION NUMBER: 2011-331

WHEREAS, the County of Union engaged in collective bargaining agreements with Local 68-Operating Engineers for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2008; and

WHEREAS, the County of Union and the negotiating committees for Local 68-Operating Engineers reached a tentative agreement on February 22, 2011 and ratified same on March 14, 2011; and

WHEREAS, the County of Union now desires to confirm the understandings in the Memorandum of Agreements with both parties which are 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 Local 68-Operating Engineers.

SUBJECT TO INCLUSION AND ADOPTION  
OF THE 2011 BUDGET

MJD 3/31/11

RECORD OF VOTE

FREEHOLDER	Aye	Nay	Abs	Pass	Res	Mot	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res	Mot	Sec	NP
CARTER	X								SULLIVAN	X							
ESTRADA	X								WARD	X							
HUDAK	X						X		MIRABELLA VICE CHAIRMAN	X							
JALLOH	X								SCANLON CHAIRMAN	X							
KOWALSKI	X					X											

APPROVED AS TO FORM

COUNTY ATTORNEY

I hereby certify this is an original resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.

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

**Conventus Labor Consulting, LLC**

773 Clark Street

Westfield, New Jersey 07090

908-967-2153

Joseph L. Salemme, M.L.E.R.  
Principal

Email:jsalemme@conventusllc.org

**To: George W. Devanney,  
County Manager**

**From: Joseph Salemme  
Labor Relations Consultant**

**Date: March 16, 2011**

**Re: Operating Engineers Local 68  
Collective Bargaining Agreement  
January 1, 2009 through December 31, 2012**

Please be advised that a tentative agreement (attached) was reached with Operating Engineers Local 68 on February 22, 2011. The union has scheduled a ratification vote for the week of March 14<sup>th</sup>. Please place a Resolution authorizing this agreement on the Freeholder Agenda for March 24<sup>th</sup>. In the event the union does not ratify, I will request that the Resolution be removed from the agenda prior to the March 31<sup>st</sup> Regular meeting.

Thank you.

**Cc: M. Elizabeth Genievich, Deputy County Manager/Director,  
Department of Administrative Services  
Matthew DiRado, Esq., Director, Division of Personnel Mgt & Labor Relations  
Nicole L. DiRado, Clerk of the Board  
Robert E. Barry, County Counsel  
Lawrence M. Caroselli, Director, Department of Finance  
Joseph Graziano, Director, Department of Engineering, Public Works & Facilities  
Neil Palmieri, Director, Division of Facilities Management**



**MEMORANDUM OF AGREEMENT**  
**LOCAL 68 – OPERATING ENGINEERS**  
&  
**COUNTY OF UNION**

The County and Local 68 Operating Engineers engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2008. The County and Local 68 Operating Engineers 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 Local 68 Operating Engineers and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Local 68 Operating Engineers 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 Local 68 Operating Engineers agree to the attached five (5) 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.

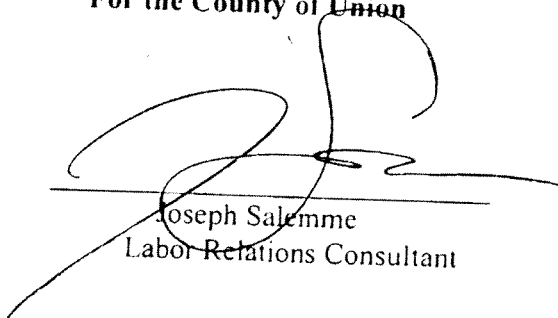
\_\_\_\_\_  
**For Local 68 Operating Engineers**

  
Michael Cahill, Shop Steward

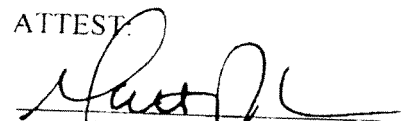
  
Edward Kuspziel, Shop Steward

  
Michael Lewis, Business Rep

\_\_\_\_\_  
**For the County of Union**

  
Joseph Salemme  
Labor Relations Consultant

ATTEST:

  
Matthew DiRado, Esq.  
Director, Division of Personnel  
Management & Labor Relations

Date

3/15/14

1. Duration (Article 24)

January 1, 2009 to December 31, 2012

2. Salaries (Article 21)

Across the board general wage increase as follows:

January 1, 2009	3%
January 1, 2010	0%
January 1, 2011	0%
January 1, 2012	2.5% +\$885 (clothing and shoe allowance rolled into base)

**All employees in guide will also receive their automatic step increases**

3. Health Insurance Benefits for Retirees (Exhibit C-1)

Effective April 1, 2011, 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 during the term of the agreement 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 health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.
- b) Description: This benefit shall consist of coverage under the CIGNA Open Access Plus Health Insurance Plan with the prescription component provided by MEDCO at 0-Co-pay Mail and 30% Co-pay Retail. 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 December 31, 2012, 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 quarterly 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 Insurance Benefits (Article 19):

a) Drug Prescription Benefits

Effective April 1, 2011, 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

- Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling)
  - Preferred Drug Step Therapy (Generic or Preferred Name Brand first)  
Limited to PPI, SSRI and Intranasal steroid drugs
  - Clinical Intervention (Statement of medical necessity from MD)  
Limited to Anti-Narcoleptic Agents, Weight Loss and Antineoplastic Agents
- b) Health Insurance Plan Modifications - Effective April 1, 2011:

The following modifications shall be implemented:

a) 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 as follows:

Effective April 1, 2011 - \$25.00 per visit

c) Effective April 1, 2011, new employees shall contribute the following percentages of salary:

	<u>*7/02-2/28/11</u>	<u>4/1/11</u>
Family	2.5%	3%
H/W & P/C	2%	2.5%
Single	1.5%	2%

\*Contribution rate for employees hired after July 1, 2002, will be capped at these rates.

5. Effective January 1, 2012 Clothing/Uniform and Boot Allowances will be combined and rolled into base salary in the amount of \$885. The County shall no longer distribute uniforms to employees, but shall continue to provide required County logo patches and or embroidery. It shall be the responsibility of each employee to report for work in the proper uniform. Failure to do so may subject the employee to discipline.
6. Meal Allowance – (Article 22, Section 1) Effective April 1, 2011 the meal allowance shall be increased by \$1.00 to \$14.00 for twelve (12) consecutive hours of work and \$17.00 for sixteen (16) consecutive hours of work.
7. Miscellaneous – (Article 22, Section 8) – add HVAC/LPL to be included with Engineers for receipt of heavy duty coveralls and hood to coveralls
8. Mandated Repairs/Emergency - (Article 22, Section 4) – If an employee is mandated to stay for any repair or emergency, he/she shall be guaranteed one-half (½) hour of overtime at time and one-half.
9. Training Criteria – (Article 22, Section 11) – change training criteria from BOMI to NATE for all Local 68 members.
10. Miscellaneous – (Article 22, Section 14) – New: If an employee is contacted on their time off for advice about how to correct a problem at their job site said employee shall receive one-half (½) hour of overtime at time and one-half.
11. Exhibit D – Individual Retiree Health Benefit Contract

     **End**

## AGREEMENT

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2011, by and between the County of Union (herein the "County") and \_\_\_\_\_, (herein the "Employee"), with the approval and consent of Local 68 - Operating Engineers (hereinafter the "Union")

Insert Name of Individual Employee

**WHEREAS**, the County and Union are parties to a collective bargaining agreement ("CBA") covering the period January 1, 2009 through December 31, 2012; and

**WHEREAS**, the Employee is a member of Local 68 - Operating Engineers bargaining unit covered by the CBA; and

**WHEREAS**, in order to obtain the agreement to enter into the CBA, the Union agreed to a zero percent increase to base pay for calendar years 2010 and 2011 and other agreements as more particularly set forth in the Memorandum of Agreement dated \_\_\_\_\_ 2011 attached hereto as Appendix A (herein the "Memorandum"); and

**WHEREAS**, the Union and Employee only agreed to said zero percent increases based upon the assurances from the County and the Union 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 Union 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 Union 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 the Union 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 the Union 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 Union.

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  
\_\_\_\_\_, 2011.

COUNTY OF UNION

By: \_\_\_\_\_  
George W. Devanney  
County Manager

\_\_\_\_\_  
ATTEST

Local 68 - Operating Engineers

By: \_\_\_\_\_  
Michael Cahill  
Shop Steward

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_, Employee  
Print Name

\_\_\_\_\_  
ATTEST