

**New Jersey Public Employment Relations Commission**  
**NON-POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

1 Public Employer:  County:

2 Employee Organization:  Number of Employees in Unit:

3 Base Year Contract Term:  New Contract Term:

**SECTION II: Type of Contract Settlement (please check only one)**

4  Contract settled without neutral assistance

5  Contract settled with assistance of mediator

6  Contract settled with assistance of fact-finder

7  Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?  
 Yes  No

**SECTION III: Salary Base**

SEE MOA ATTACHED

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$

10 Longevity Costs in Base Year \$

11 Total Salary Base \$

**SECTION IV: Salary Increases for Each Year of New Agreement\***

SEE MOA ATTACHED

|   | Year 1                 | Year 2                 | Year 3                 | Year 4                 | Year 5                 |
|---|------------------------|------------------------|------------------------|------------------------|------------------------|
| 12 Effective Date (month/day/year)        | <input type="text"/>   |
| 13 Cost of Salary Increments (\$)         | <input type="text"/>   |
| 14 Salary Increase Above Increments (\$)  | <input type="text"/>   |
| 15 Longevity Increase (\$)                | <input type="text"/>   |
| 16 Total \$ Increase (sum of lines 13-15) | <input type="text"/>   |
| 17 New Salary Base (\$)                   | <input type="text"/>   |
| 18 Percentage increase over prior year    | <input type="text"/> % |

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items\***

SEE MOA ATTACHED

| 19 | Item Description     | Base Year Cost (\$)  | Year 1 Increase (\$) | Year 2 Increase (\$) | Year 3 Increase (\$) | Year 4 Increase (\$) | Year 5 Increase (\$) |
|----|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
|    | <input type="text"/> |
|    | <input type="text"/> |
|    | <input type="text"/> |
|    | <input type="text"/> |
|    | <input type="text"/> |
|    | <input type="text"/> |
|    | <input type="text"/> |
|    | <input type="text"/> |
| 20 | Totals(\$):          | <input type="text"/> |

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION VI: Medical Costs**

SEE MOA ATTACHED

|    |   | Base Year               | Year 1                  |
|----|---|-------------------------|-------------------------|
| 21 | Health Plan Cost                                    | \$ <input type="text"/> | \$ <input type="text"/> |
| 22 | Prescription Plan Cost                              | \$ <input type="text"/> | \$ <input type="text"/> |
| 23 | Dental Plan Cost                                    | \$ <input type="text"/> | \$ <input type="text"/> |
| 24 | Vision Plan Cost                                    | \$ <input type="text"/> | \$ <input type="text"/> |
| 25 | Total Cost of Insurance                             | \$ <input type="text"/> | \$ <input type="text"/> |
| 26 | Employee Insurance Contributions                    | \$ <input type="text"/> | \$ <input type="text"/> |
| 27 | Employee Contributions as % of Total Insurance Cost | <input type="text"/> %  | <input type="text"/> %  |

Employer: County of Union

Employee Organization: Local 68-Operating Eng AFL-CIO

**Section VI: Medical Costs (continued)**

SEE MOA ATTACHED

28 Identify any insurance changes that were included in this CNA.

**SECTION VII: Certification and Signature**

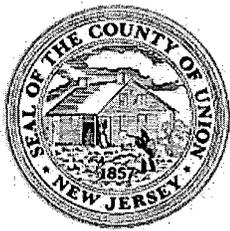
29 The undersigned certifies that the foregoing figures are true:

Print Name: Vanessa Figueiredo  
Position/Title: Labor Relations Coordinator  
Signature: Vanessa Figueiredo  
Date: 12/6/2022

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016



**UNION COUNTY BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION:** 2022-400

MAY 12, 2022

CHAIR REBECCA LYNNE WILLIAMS

**WHEREAS**, the County of Union engaged in collective bargaining negotiations with Local 68 - Operating Engineers, for a new Labor Agreement between the parties effective January 1, 2022 through December 31, 2025; and

**WHEREAS**, the County of Union and the negotiating committee for Local 68 - Operating Engineers, reached a tentative agreement on April 6, 2022 and ratified on April 11, 2022. 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 Union County Board of Chosen Commissioners 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 in the Budget 2022 Budget; Subject to Inclusion in the 2023 Budget; Subject to Inclusion in the 2024 Budget; Subject to Inclusion in the 2025 Budget: Enacted

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

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

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

| ✓ Vote Record - Resolution 15607   |                          | Yes/Aye                               | No/Nay                   | Abstain                  | Absent                              |
|--|--------------------------|---------------------------------------|--------------------------|--------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Adopted<br><input type="checkbox"/> Adopted as Amended<br><input type="checkbox"/> Defeated<br><input type="checkbox"/> Tabled<br><input type="checkbox"/> Withdrawn | James Baker Jr           | S <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
|  | Angela R. Garretson      | <input type="checkbox"/>              | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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"/>            |
|  | Lourdes M. Leon          | <input checked="" type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
|  | Alexander Mirabella      | H <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
|  | Kimberly Palmieri-Mouded | <input type="checkbox"/>              | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|  | Christopher Hudak        | <input checked="" type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
|  | Rebecca Lynne Williams   | <input checked="" type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |



# COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

*Laura M. Scutari, Director*

**To: Edward Oatman,  
County Manager**

**From: Laura Scutari  
Director, Department of Administrative Services**

**Date: April 25, 2022**

**Re: Local 68-Operating Engineers  
Collective Bargaining Agreement  
January 1, 2022 through December 31, 2025**

**BOARD OF  
COUNTY COMMISSIONERS**

REBECCA WILLIAMS  
*Chair*

CHRISTOPHER HUDAK  
*Vice Chair*

JAMES E. BAKER, JR.

DR. ANGELA R. GARRETSON

SERGIO GRANADOS

BETTE JANE KOWALSKI

LOURDES M. LEON

ALEXANDER MIRABELLA

KIMBERLY PALMIERI-MOUEDED

EDWARD T. OATMAN  
*County Manager*

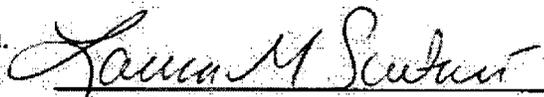
AMY CRISP WAGNER  
*Deputy County Manager*

BRUCE H. BERGEN, ESQ.  
*County Counsel*

JAMES E. PELLETTIERE  
*Clerk of the Board*

Please be advised that a tentative agreement (attached) was reached with Local 68-Operating Engineers on April 6, 2022 which the union membership ratified on April 11, 2022. Please place a Resolution authorizing this agreement on the Commissioners Agenda for May 12, 2022.

Thank you.

  
\_\_\_\_\_  
Laura Scutari, Director,  
Department Administrative Services

**Cc: Claudia Martins, Deputy Director, Division of Personnel  
James Pellettiere, Clerk of the Board  
Bruce H. Bergen, County Counsel  
Bibi Taylor, Director, Department of Finance  
Joseph Graziano, Director, Department of Engineering,  
Public Works & Facilities  
Charles Chirafesi, III, Director, Division of Facilities Management  
Kathryn Hatfield, Esq., Hatfield Schwartz Law Group  
E. Medina, Business Representative, Local 68**

**ADMINISTRATION BUILDING**

*Elizabethtown Plaza*

*Elizabeth, NJ 07207*

*(908)527-4200*

*fax(908)289-0180*

*www.ucnj.org*

***We're Connected to You!***

**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, 2021. 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 Commissioners. 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 Commissioners.

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

April 11, 2022  
Date

## MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_ day of March 2022, by and between the County of Union (herein the "County") and Local 68-68A-68B affiliated with 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, 2019 through December 31, 2021; 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 Commissioners 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 2019-2021 CNA between the County and Local 68 shall remain in full force and effect.

2. **Article 24, Duration**

January 1, 2022 through December 31, 2025

3. **Article 21, Salaries**

| <u>Section 1.</u> | <u>Wage Increase</u> |
|-------------------|----------------------|
| 2022 -            | 2% across the board  |
| 2023 -            | 2% across the board  |
| 2024 -            | 2% across the board  |

2025 - 2% across the board

Amend salary guide.

4. **Article 19, Employee Benefit Plans**

**Section 2:** Paragraph 2. Add the following: "Effective and retroactive to January 1, 2022, contributions towards health care premiums shall be based on 1.5% of salary. Employees will receive a check for the difference between Chapter 78 contributions paid and 1.5% of salary for the period January 1, 2022 until this MOA has been ratified by the Commissioners at which time, employee's contributions shall be reduced accordingly. This reduction will sunset on December 31, 2022 and, effective January 1, 2023, premium contributions will return to Chapter 78 rates but will be frozen at the 2021 rate for the duration of this agreement. An employee's contribution amount shall not change if the premium increases or if an employee's salary increase moves him/her into a new range. An employee's contribution amount may change if the employee changes health plans or changes categories of coverage, i.e., moves from family to single or single to family, etc."

5. **Article 22, Miscellaneous**

**Section 2.** Shift Differential

Delete and replace with: Employees working the second and third shifts Monday through Friday shall be entitled to a shift differential of \$3.00 per hour. Employees working any shift on a weekend shall be entitled to a shift differential of \$3.75 per hour. A weekend shall be defined as 12:01 a.m. Saturday through 6:00 a.m. Monday.

**Section 4.**

Reopener: It is the Employer's intent to implement a new clothing policy. The parties agree that this Agreement may be reopened to discuss a change in the clothing allowance following implementation of the new clothing policy.

**Section 5.**

Increase Red Seal License to \$1500 and increase Blue Seal License to \$1200.00. Add Plumber License stipend of \$1500 and add CFC Stipend of \$1000.

**Section 7.**

Delete and renumber remaining sections.

6. **Article 15, Death in Family**

Add parent and sibling to five (5) day category. Add sibling in-law to three (3) day category.

7. **Article 10, Work Schedules**

New Section: The parties agree that employees shall have a seven (7) minute grace period for reporting to work. Employees who are late seven (7) minutes or less for work shall not have their compensation or time docked. This grace period is for compensation purposes only and the Employer retains the right to take disciplinary action against an employee who is consistently late or abuses the grace period.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS \_\_\_\_\_

DAY OF MARCH \_\_, 2022

FOR LOCAL 68

FOR THE UNION COUNTY

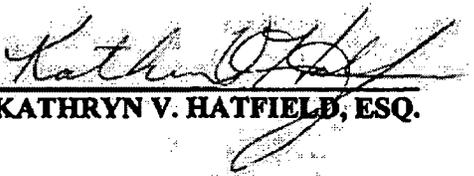


**ELVIN MEDINA JR.  
BUSINESS AGENT**

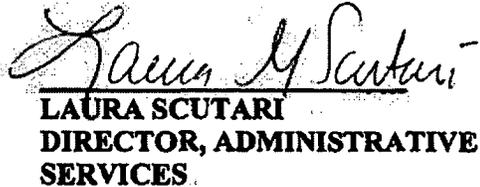


**EDWARD OATMAN  
COUNTY MANAGER**

APPROVED AS TO FORM:



**KATHRYN V. HATFIELD, ESQ.**



**LAURA SCUTARI  
DIRECTOR, ADMINISTRATIVE  
SERVICES**