

**New Jersey Public Employment Relations Commission**  
**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:

4 New Contract Term:

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

5  Contract settled without neutral assistance

6  Contract settled with assistance of mediator

7  Contract settled with assistance of fact-finder

8  Contract settled in Interest Arbitration

9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes  No

**SECTION III: Base Salary Calculation**

[SEE MOA ATTACHED](#)

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year \$

11 Longevity Costs in base year \$

12 Other base year salary costs

<input type="text"/>	\$ <input type="text"/>

Sum of "Other" Costs Listed in Line 12. \$

13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$

**SECTION IV: Increase in Base Salary Cost (for each year of New CNA)**

14 Total Base Salary Cost from Line 13: \$  SEE MOA ATTACHED

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<input type="text"/>					
16 Cost of Salary Increments (\$)	<input type="text"/>					
17 Salary Increase Above Increments (\$)	<input type="text"/>					
18 Longevity Increase (\$)	<input type="text"/>					
19 Total Increased Cost for "Other" Items (\$)	<input type="text"/>					
20 Total Increase (\$) (sum of lines 16-19)	<input type="text"/>					

**SECTION V: Average Increase Over Term of New CNA**

SEE MOA ATTACHED

21 Dollar Increase Over Life of Contract \$  [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract  % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year  % [Divide percentage on Line 22 by number of years of the contract]

**SECTION VI: Other Economic Items Outside Base Salary and Increases**

SEE MOA ATTACHED

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	<input type="text"/>							
	<input type="text"/>							
	<input type="text"/>							
	<input type="text"/>							
	<input type="text"/>							
	<input type="text"/>							
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	<input type="text"/>							
	<input type="text"/>							
	<input type="text"/>							
	<input type="text"/>							
	<input type="text"/>							
25	Totals (\$):	<input type="text"/>						

**SECTION VII: Medical Costs**

SEE MOA ATTACHED

Insurance Costs		Base Year	Year 1
26	Health Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
27	Prescription Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
28	Dental Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
29	Vision Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
30	Total Cost of Insurance	\$ <input type="text"/>	\$ <input type="text"/>

**SECTION VII: Medical Costs (continued)**

31 Employee Insurance Contributions \$            \$             
32 Contributions as % of Total Insurance Cost            %            %

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

**SECTION VIII: Certification and Signature**

34 The undersigned certifies that the foregoing figures are true:

Print Name: Diana Calle  
Position/Title: Labor Relations Coordinator  
Signature:   
Date: April 19, 2021

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

**MEMORANDUM OF AGREEMENT**

**FMBA – NAGE LOCAL R2343**

**&**

**COUNTY OF UNION**

The County and FMBA-NAGE Local R2343 engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2017. The County and the FMBA 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 FMBA-NAGE Local R2343 and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the FMBA-NAGE Local R2343 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 the FMBA-NAGE Local R2343 agree to the attached Five (5) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth attached signify their agreement as to the terms set forth in this Memorandum of Agreement.

**November 1, 2018**

Date

## MEMORANDUM OF AGREEMENT

Agreement made this 30<sup>th</sup> day of October, 2018, by and between the County of Union (herein the "County") and FMBA, NAGE Local R-2343(herein the "FMBA").

**WHEREAS**, the FMBA was certified as the bargaining representative for all regularly employed nonsupervisory hazmat employees employed by the County of Union including those in the following titles: EMT, EMT/HazMat Responder, Supervising EMT, HazMat Technician 1, and HazMat Technician 2; and

**WHEREAS**, the County and FMBA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CBA; and

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

**WHEREAS**, the negotiating committees for the County and FMBA unanimously agree to recommend their 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. Article 1. Recognition: Modify as necessary in accordance with the March 21, 2011 unit certification issued under PERC Docket No. RO-2011-049, so as to include "all regularly employed hazardous materials technicians and hazardous materials responders employed by the County of Union including the titles of EMT, EMT/HazMat Responder, Supervising EMT, HazMat Technician 1, and HazMat Technician 2."
2. Articles 5, 6 and 20: Replace all references to Department of Personnel with Civil Service Commission.
3. Article 8. Grievance Procedure: Incorporate the following changes:
  - a. The term "day" shall be defined to mean "any day that is not a Saturday, Sunday or a County, State or Federal Holiday."

- b. Add five (5) working days to the current number of working days set forth in each step of the grievance procedure.
- c. Eliminate written notice requirement to PERC for arbitration and require that arbitration procedures be in accordance with Commission rules.

4. Article 10, Sick Leave: Add new section as follows:

Sick Time and Lateness Incentive Bonus Program

Employees may be entitled to a sick time and lateness incentive bonus when an employee uses no sick days and is not late during the specified twelve (12) month periods set forth below:

January 1 <sup>st</sup> to March 31 <sup>st</sup>	1 Day's Pay
April 1 <sup>st</sup> to June 30 <sup>th</sup>	1 Day's Pay
July 1 to September 30 <sup>th</sup>	1 Day's Pay
October 1 <sup>st</sup> to December 31 <sup>st</sup>	1 Day's Pay

If all four (4) quarters or full twelve (12) months (December 1<sup>st</sup> – November 30<sup>th</sup>) is met with no sick days being utilized or late occurrences during this time period, then an extra one (1) day's pay shall be applicable. An employee must satisfy both conditions (no sick leave, no lateness) in order to be eligible for the bonus in any quarter.

A Day's Pay shall be defined as \$300 per day.

Should all Sick Time be exhausted before or during any of the twelve (12) month periods as notated above, then the employee shall not be entitled to the bonus.

Any employee who takes leave without pay during the relevant Sick/Late Incentive year when said officer has contractual leave time remaining, shall not be eligible for the bonus. Leave without pay shall include, but not be limited to, sick leave without pay, suspension without pay, absence without leave ("AWOL"), and unpaid leaves related to work-related injury even if the officer receives salary in the form of compensation from the County's workers' compensation carrier. For example, if an employee chooses to receive 70% of his or her salary from the County's workers' compensation carrier instead of using his or her contractual leave time remaining, the employee will not be eligible for the sick incentive bonus.

Vacation and compensatory time without pay do not exist and are therefore considered illegitimate reasons for time off for purposes of the bonus.

All bonus monies shall be paid by separate check in January following the year in which it was earned.

5. Article 11, Personal Business and Religious Leave: Modify Section 1 as follows:

Section 1.

Employees who are employed less than one (1) year are entitled to be granted up to three (3) days off (two (2) days for employees who work 12 hour shifts) for personal business as hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year are entitled to be granted up to three (3) days per year (two (2) days for employees who work 12 hour shifts) without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to his or her Department Head. The leave may only be taken if the Department Head approves and grants said leave, and if for business reasons the applicant must demonstrate that the business purpose could not be scheduled after working hours. One personal day may be request for emergent purposes with no less than two hours advance notice and may not be denied, except that personal leave: 1) shall be granted on a first come, first served basis; 2) may not be used on any holiday enumerated in this collective negotiations agreement; 3) shall be limited to one employee per shift; and 4) may not be used in increments of less than a full shift.

6. Article 15, Salaries

<u>Section 1:</u>	1/1/18	2% across the board
	1/1/19	2% across the board
	1/1/20	2% across the board

Section 2: The attached salary guide shall be implemented.

Section 3: Replace relevant language with bi-monthly pay language.

7. Article 16, Overtime

Section 3: Add the following at end of Section:

Exclusive of haz-mat responses, special events and other emergencies, where both per diem and full time employees are eligible to receive overtime to cover a shift, no per diem employee shall receive overtime before a full time employee except where the per diem employee shall incur half the vacant shift as overtime.

Section 6: Increase compensatory time bank to 48 hours from 40 hours.

8. Article 25, Duration

Three year term – January 1, 2018-December 31, 2020

Eliminate language requiring 60 days' notice. Replace with: "The parties agree to meet to negotiate a successor agreement in accordance with Public Employment Relations Commission rules, with all terms contained within the current agreement remaining unchanged until a successor agreement is reached."

9. New Provision: Acting Supervisor Pay

Add language as follows: Employees acting in a supervisor role during any shift that has a supervisor assigned to it shall be paid at an hourly rate equal to that of a starting Tech 1. The employer retains discretion as to when and who shall be selected as a supervisor.

10. New Provision: Clothing Allowance

All new hires shall be provided with a complete initial-issue uniform at the County's expense. Uniforms for existing employees shall be replaced by the County on an as needed basis at the County's sole discretion.

11. New Provision: Shift Switches

Shift switches between regular and per diem employees shall be permitted, provided that the shift switches are: 1) in the judgment of the County between employees of equal qualifications; 2) pre-approved by the County; 3) for equal work hours; and 4) within the same pay period.

12. All date changes shall be made where necessary to conform to the terms of this Agreement.

13. All other proposals made by either party that are not expressly contained within this Agreement are hereby withdrawn.

14. All portions of the 2016-2017 collective negotiations agreement not specifically referenced herein shall remain unchanged.

15. This Memorandum of Agreement ("MOA") is subject to ratification by the membership of the FMBA and the Union County Board of Chosen Freeholders. However, the undersigned representatives executing this MOA and all members of the parties' respective bargaining teams hereby represent and warrant that they have negotiated the terms of this MOA in good faith, that they will urge their respective constituencies to ratify this Agreement, and that they themselves will vote to ratify this MOA

FOR FMBA LOCAL R-2343

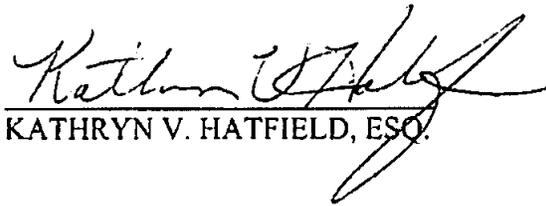


COREY PLATT,  
PRESIDENT



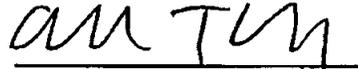
Michael Schaumburg,  
VICE-PRESIDENT

APPROVED AS TO FORM

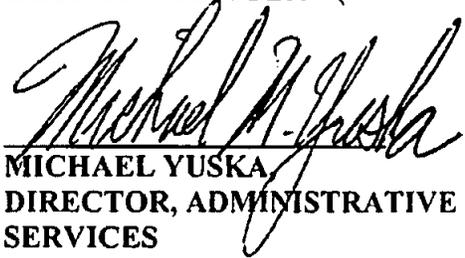


KATHRYN V. HATFIELD, ESQ.

FOR THE UNION COUNTY



EDWARD OATMAN  
COUNTY MANAGER



MICHAEL YUSKA,  
DIRECTOR, ADMINISTRATIVE  
SERVICES

Haz Mat Responder / EMT								
Step	1/1/2017		Step	1/1/2018 2%	1/1/2019 2%		Step	1/1/2020 2%
1	41,922		1	42,760	43,616		1	44,488
2	44,437		2	45,326	46,232		2	47,157
3	47,104		3	48,046	49,007		3	49,987
4	49,930		4	50,929	51,947		4	52,986
5	52,926		5	53,985	55,064		5	56,165
6	56,101		6	57,223	58,367		6	59,535
7	59,467		7	60,656	61,869		7	63,107

Haz Mat Technician 1								
Step	1/1/2017		Step	1/1/2018 2%	1/1/2019 2%		Step	1/1/2020 2%
1	53,746		1	61,597	62,829		1	67,931
2	56,971		2	65,293	66,599		2	72,006
3	60,389		3	69,210	70,594		3	76,326
4	64,013		4	73,362	74,830		4	80,906
5	67,853		5	77,765	79,320			
6	71,924							
7	76,240							

Haz Mat Technician 2								
Step	1/1/2017		Step	1/1/2018 2%	1/1/2019 2%		Step	1/1/2020 2%
1	64,495		1	82,269	83,915		1	85,593
2	67,720		2	87,205	88,949		2	90,728
3	71,783		3	92,438	94,286		3	96,172
4	76,090							
5	80,656							
6	85,495							
7	90,625							

On Call SPVR Stipend = 7% of Base Pay