

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 OF UNION County: UNION
 2 Employee Organization: LOCAL 68 - OPR ENGLES Number of Employees in Unit: 18
 3 Base Year Contract Term: 1/1/2013-12/31/2015 New Contract Term: 1/1/2016-12/31/2018

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)	_____	_____	_____	_____	_____
13 Cost of Salary Increments (\$)	_____	_____	_____	_____	_____
14 Salary Increase Above Increments (\$)	_____	_____	_____	_____	_____
15 Longevity Increase (\$)	_____	_____	_____	_____	_____
16 Total \$ Increase (sum of lines 13-15)	_____	_____	_____	_____	_____
17 New Salary Base (\$)	_____	_____	_____	_____	_____
18 Percentage increase over prior year	_____ %	_____ %	_____ %	_____ %	_____ %

*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 MORA ATTACHED

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
20	Totals(\$):						

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

SECTION VI: Medical Costs

SEE MORA ATTACHED

	Base Year	Year 1	
21	Health Plan Cost	\$	\$
22	Prescription Plan Cost	\$	\$
23	Dental Plan Cost	\$	\$
24	Vision Plan Cost	\$	\$
25	Total Cost of Insurance	\$	\$
26	Employee Insurance Contributions	\$	\$
27	Employee Contributions as % of Total Insurance Cost	%	%


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: MARK TRAUM
Position/Title: LABOR RELATIONS COORDINATOR
Signature: 
Date: November 15, 2017

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

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 CHOSEN FREEHOLDERS

RESOLUTION: 2017-541

JUNE 22, 2017

CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with Local 68--Operating Engineers effective January 1, 2016 through December 31, 2018; and

WHEREAS, the County of Union and the negotiating committee for Local 68--Operating Engineers, reached a tentative agreement on June 6, 2017 and the union ratified same on the same date. 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 a 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 Local 68--Operating Engineers.

Sufficiency of Funds Authorized ; Subject to Inclusion in the 2018 Budget:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:



✓ Vote Record - Resolution RES-2017-541		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce H. Bergen	X			
<input type="checkbox"/> Adopted as Amended	Angel G. Estrada	X			
<input type="checkbox"/> Defeated	Sergio Granados	X			
<input type="checkbox"/> Tabled	Christopher Hudak	X			
<input type="checkbox"/> Withdrawn	Bette Jane Kowalski	S			
	Alexander Mirabella	M			
	Vernell Wright	X			
	Linda Carter	X			
	Mohamed S. Jalloh	X			

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, 2015. 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 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

June 6, 2017

Date

MEMORANDUM OF AGREEMENT

Agreement made this 6th day of June 2017, 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, 2013 through December 31, 2015; 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 2013 through 2015 CNA between the County and Local 68 shall remain in full force and effect.
2. Article 13, Sick Leave

Section 7: Delete and replace with:

Effective July 1, 2017, a Sick Leave Incentive Program shall be implemented. If an employee does not use any sick time during each quarter, he/she will be entitled to either \$250 or one (1) compensatory day. The quarters shall run January 1 to March 31, April 1 to June 30, July 1 to September 30 and October 1 to December 31st. Should all Sick Time be exhausted before or during any of the twelve (12) month periods as notated above, then no sick incentive bonus shall be applicable after sick time having been exhausted.

Any employee who takes leave without pay during the relevant Sick Incentive year when the employee has contractual leave time remaining, shall not be eligible for the sick incentive 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 employee 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 at the conclusion of a work-related injury leave with pay instead of using his or her contractual leave time remaining, the employee will not be eligible for the sick incentive bonus.

All bonus monies shall be paid in a separate check in December of the year in which it was earned, at the employee's rate of pay during the time in which it was earned.

3. Article 17, Vacations

Add new Section 11 as follows:

Employees may use three (3) of their allotted vacation days for emergency purposes with no advance notice required but subject to the approval of the Division or Department Head.

4. Article 21, Salaries: See Attached guide

Section 1: Modify as follows:

1/1/2016: 2% across the board (retroactive)
1/1/2017: 2% across the board (retroactive)
1/1/2018: 2% across the board.

In addition, upon the execution of this MOA, three days pay shall be restored to those members who voluntarily gave up that pay in 2012 as part of a salary deferral agreement.

Section 4: New

When an employee is named and serves in an acting capacity for any position, upon the expiration of 30 calendar days in that position, the employee so designated in an acting capacity shall be entitled to be compensated at a salary within the established grade level salary range for the position for which he/she is serving in an acting capacity for the balance of the time in which that person serves in the acting capacity.

Exhibit A: Salary Guides:

Eliminate HVAC Mech LPL guide and use RSH guide but delete reference to RSH.

5. Article 22, Miscellaneous

Sections 2, 3 and 14: Modify as follows:

Shift Differential: Effective and retroactive to January 1, 2016, shift differentials shall be converted from a percentage to a dollar amount as follows:

Employees who work from 10:00 pm to 6:00 am shall be allowed a shift allowance as follows:

2016: \$42 per week

2017: \$43 per week

Employees who work from 2:00 pm to 10:00 pm shall be allowed a shift allowance as follows:

2016: \$36 per week

2017: \$37 per week

Employees who work on the weekend shall be entitled to a weekend differential as follows:

2016: \$.60 per hour

2017: \$.62 per hours

Section 4: Modify as follows:

Paragraph 1: Change "plumber, or assistant supervising plumber" to "employee."

Paragraph 2: Modify as follows:

Effective the first day of the month following execution of this MOA, employees called in for emergencies shall be guaranteed 4 hours of pay subject to the overtime provisions in this agreement. Employees called in for emergencies may be required to stay the full 4 hours at the Supervisor's discretion.

Sections 6 and 8:

Effective January 1, 2017, Red Seal, CFC and Plumbers' license stipends shall each be increased by \$125.

Section 7: Add the following at the end of the Section

An employee who is required to or who obtains approval from the employer to attend training outside of the employee's regular working hours where that training

is directly related to the employee's job shall be compensated for the time spent at training.

6. Article 19, Employee Benefit Plans

Section 2: At end, add:

Effective July 1, 2015, the County implemented two (2) additional plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Employees hired on or after the ratification of this MOA, 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, the employee will have the option to select 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.

Section 10 (New): The County agrees to establish a program to provide medical surveillance examinations for employees who have had exposure to asbestos at some point during his/her career. The County will meet with the Union to determine the appropriate provider to conduct the testing.

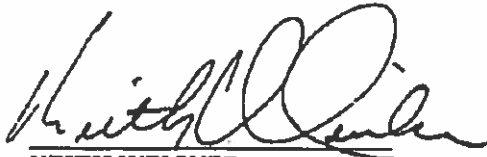
7. Article 24, Duration

January 1, 2016 through December 31, 2018

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 14th

DAY OF JUNE, 2017

FOR LOCAL 68



KEITH WEICKER
IUOE BUSINESS REPRESENTATIVE

FOR THE COUNTY

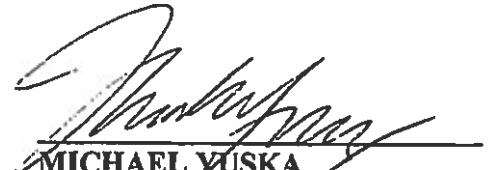


ALFRED FAELLA
COUNTY MANAGER

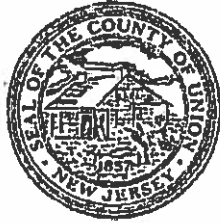
APPROVED AS TO FORM:



KATHRYN V. HATFIELD, ESQ.



MICHAEL VUSKA
DIRECTOR, ADMINISTRATIVE
SERVICES



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 type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Withdrawn	Bruce H. Bergen	0	0	0	0
	Linda Carter	S	0	0	0
	Angel G. Estrada	0	0	0	0
	Sergio Granados	0	0	0	0
	Bette Jane Kowalski	0	0	0	0
	Alexander Mirabella	M	0	0	0
	Vernell Wright	0	0	0	0
	Mohamed S. Jalloh	0	0	0	0
	Christopher Hudak	0	0	0	0

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

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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

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	R th 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

