

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: <input style="width: 95%;" type="text" value="County of Union"/>	County: <input style="width: 95%;" type="text" value="Union"/>
2	Employee Organization: <input style="width: 95%;" type="text" value="Council No. 8"/>	Number of Employees in Unit: <input style="width: 95%;" type="text" value="499"/>
3	Base Year Contract Term: <input style="width: 95%;" type="text" value="01/01/2015-12/31/2017"/>	New Contract Term: <input style="width: 95%;" type="text" value="01/01/2018-12/31/2020"/>

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

4	<input checked="" type="checkbox"/> Contract settled without neutral assistance
5	<input type="checkbox"/> Contract settled with assistance of mediator
6	<input type="checkbox"/> Contract settled with assistance of fact-finder
7	<input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>

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	\$	<input style="width: 95%;" type="text"/>
10	Longevity Costs in Base Year	\$	<input style="width: 95%;" type="text"/>
11	Total Salary Base	\$	<input style="width: 95%;" type="text"/>

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 style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
13 Cost of Salary Increments (\$)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
14 Salary Increase Above Increments (\$)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
15 Longevity Increase (\$)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
17 New Salary Base (\$)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
18 Percentage increase over prior year	<input style="width: 95%;" type="text"/> %	<input style="width: 95%;" type="text"/> %	<input style="width: 95%;" type="text"/> %	<input style="width: 95%;" type="text"/> %	<input style="width: 95%;" 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"/>	<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"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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"/> %

Section VI: Medical Costs (continued)

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: Diana Calle
Position/Title: Labor Relations Coordinator
Signature: 
Date: January 7, 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

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: 2020-298

MARCH 26, 2020

CHAIRMAN ALEXANDER MIRABELLA

WHEREAS, the County of Union engaged in collective bargaining negotiations with Council No. 8, effective January 1, 2018 through December 31, 2020; and

WHEREAS, the County of Union and the negotiating committee for Council No. 8, reached a tentative agreement on March 11, 2020, and the union ratified same on March 17, 2020. 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 Council No. 8.

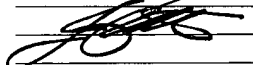
Sufficiency of Funds Authorized ;Subject to Inclusion in the 2020 Budget:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:





✓ Vote Record - Resolution RES-2020-299		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Rebecca Lynne Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Kimberly Palmieri-Moued	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Andrea Staten	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Angela R. Garretson	<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"/>

MEMORANDUM OF AGREEMENT

COUNCIL NO. 8 & COUNTY OF UNION

The County and Council No. 8 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 Council No. 8 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 Council No. 8 and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Council No. 8 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 Council No. 8 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.

March 17, 2020

Date

MEMORANDUM OF AGREEMENT

Agreement made this 26 day of March 2020 by and between the County of Union (herein the "Employer") and union Council No. 8 (herein "Council 8"):

WHEREAS, the Employer and Council 8 are parties to a Collective Negotiations Agreement covering the period from January 1, 2015 through December 31, 2017; and

WHEREAS, the Employer and Council 8 have engaged in good faith negotiations for a successor contract that has resulted in an agreement between the negotiating committees subject to ratification by the Council 8 membership and approval by the Employer's governing body, which the negotiating committees for the parties unanimously agree to recommend:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

A. Except as herein modified, the terms and conditions of the 2015-2017 contract shall remain in full force and effect.

B. GENERAL

Adjust all dates in the contract to conform to the new term.

C. ARTICLE 3, PAYROLL DEDUCTIONS OR ASSOCIATION DUES

Amend to comply with Janus.

D. ARTICLE 4, ASSOCIATION BUSINESS

Section 4: Change "shall" to "may".

E. ARTICLE 12, JUVENILE DETENTION OFFICERS

Delete

F. ARTICLE 18, HOLIDAYS

Update.
G. ARTICLE 19, SALARIES

1. Section 1:
 - a. Effective & retro to January 1, 2018: 2.0% to base pay
(ATB + Ranges)
 - b. Effective & retro to January 1, 2019: 2.0% to base pay
(ATB + Ranges)
 - c. Effective January 1, 2020 2.0%
(ATB + Ranges)

Shift Differential shall be increased 2% per year.
2. Section 2: Modify titles and ranges as follows:
 - a. Adjust Clerk 4 range for 2018 shall be \$48,000-\$68,000.
 - b. Create title and range for Senior Investigator County Medical Examiner working 40 hours per week.
 - c. Create a new range for Supervising Health Insurance Benefits Clerk working 35 hours per week.
 - d. Create a new range for Classification Officer 2 working 40 hours per week.
 - e. Create a new range for Records Support Tech 4 working 35 hours per week.
 - f. Create new range for Office Appliance Operator working 40 hours per week - \$34,674-\$54,408.
 - g. Increase range for Data Processing Programmer to \$58,500 for max effective 1/1/18.
 - h. Establish new title and range for Carpenter/Mason working 40 hours per week.
 - i. Establish new title and range for Supervising Data Control Clerk working 35 hours per week. Salary Range same as Clk4 above.
 - j. Increase maximum for Supervising Clerk Transcriber 35 hrs. to \$62,000.00
 - k. Establish new ranges for Clerk 3, 35 and 37.5 hours.
 - l. Establish new title and ranges for Communication Technician 1, 2 and 3 working 40 hours per week.
 - m. Modify Exhibit E to eliminate differential for LPNs, Senior LPNs and CNAs but include IAs as receiving differential.
3. Add New Section 10: Employees who were actively employed and retired on or before this MOA was approved by the Union County Board of Chosen Freeholders shall be entitled to retroactive pay.

H. **ARTICLE 20, OVERTIME**

1. Section 8/ Exhibit D: Delete second paragraph and replace with "Clerical employees in the County Prosecutor's Office may elect compensatory time in lieu of overtime provided that accumulated compensatory time does not exceed eighty (80) hours at any given time and is approved by the employee's supervisor. Employees may not accumulate more than 80 hours of compensatory time but such bank may be replenished once time is used and the bank drops below 80 hours. Compensatory time must be utilized within the calendar year in which it is earned, except for compensatory time earned in the last quarter of the calendar year which may be utilized within the first quarter of the next calendar year. In the event that the compensatory time off cannot be scheduled, overtime will be paid." Add "Prosecutor staff assigned to Bail Reform and Speedy Trial functions shall be compensated at time and one-half for all hours worked in connection those programs when required to do so on weekends and holidays, providing they are paid for all work days in the preceding week
2. Delete Sections 11 and 12.

I. **ARTICLE 21, SHIFT DIFFERENTIAL**

1. General – Clean up language in Article to provide that anyone working second or third shift shall be entitled to a shift differential. Then set forth the amount of that differential. This should eliminate much of the remaining language in the Article.
2. Section 1: Modify second paragraph to delete references to LPNs and Senior LPNs and replace with IAs.
3. Section 3: Modify section to provide that any employee working a shift shall be entitled to this shift differential which is subject to the increase set forth in Article 19, Salaries. This shall include dispatchers.
4. Section 4: Eliminate reference to Laundry and Dietary workers.
5. Section 6: Delete.

J. **ARTICLE 23, JUVENILE DETENTION OFFICERS ON OVERNIGHT TRIPS**

Delete

K. **ARTICLE 29, CLOTHING**

Clean up Article to delete references to JDOs, Sr. JDOs, CNAs, LPNs, Sr. LPNs.

Clothing allowance amount shall be increased by \$50.00 per year.

Medical Examiner staff shall receive the same uniform allowance as Security Guards.

K. **ARTICLE 30, HEALTH BENEFITS**

1. Add the following to Section 5(2):

If any of the applicable premium sharing provisions of Chapter 78, P.L. 2011 are repealed, modified or overturned by a court of competent jurisdiction or by the legislature, the parties agree to meet to negotiate the impact of any such repeal, modification, or court decision. In addition, the premium upon which Council 8 employees Chapter 78 contribution shall be frozen at the 2019 levels. 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.

L. **ARTICLE 32, DURATION**

Change dates to January 1, 2018 through December 31, 2020.

M. **ARTICLE 35, PUBLIC SAFETY TELECOMMUNICATORS**

1. Change monthly meetings to every other month.
2. Add: All employees who are certified training officer in Fire/EMS, Call Taking and Police shall receive a \$500 annual stipend for each certification.
3. Add: Any employee who is certified as a Pro QA shall receive a \$500 annual stipend.
4. For purposes of this MOA only, every effort shall be made to provide a 30 minute lunch break and two 15 minute breaks per shift when the workload permits. This language will not be placed in the contract.
5. Overtime shifts shall be capped at no more than 16 hours, unless an emergency exists. If an employee is required to work 18 hours on a given shift, he/she shall be guaranteed 8 hours off between shifts.
6. The County will take orders for uniforms in September and will distribute them when received.

7. Eliminate Trainee Guide and make Step 1 of the Telecommunicators Guide a training step.
8. Add 2 Training Days (16hours); increase each salary step by 16 hours at the straight time hourly rate of pay.

N. This Agreement is subject to ratification by the COUNCIL 8 membership and approval by the governing body of the Employer.

O. All other proposals of the parties not contained herein are deemed withdrawn.

FOR COUNCIL 8



MICHAEL BREUNIG, PRESIDENT

FOR THE COUNTY OF UNION



EDWARD OATMAN,
COUNTY MANAGER

APPROVED AS TO FORM



KATHRYN V. HATFIELD