New Jersey Public Employment Relations Commission NON-POLICE AND FIRE

COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line	#							
	SECTION I: Parties							
1	Public Employer: COUNTY OF UNION			County: Union				
2	Employee Organization	Employee Organization: FMBA-Local R2343			Number of Employees in Unit: 18			
3	Base Year Contract Te	1/1/2018 -1	2/31/2020	New Contract 1	1/1/2024 12	/31/2026		
	SECTION II: Type o	f Contract Settler	ment (please ch	eck only one)				
4	Contract set	tled without neutra	al assistance					
5	Contract sett	tled with assistance	of mediator					
6	Contract sett	tled with assistance	of fact-finder					
7	Contract sett	led with assistance	of super-concilia	itor				
8	If contract was settled	d in fact-finding, die	the fact-finder i	ssue a report with re	ecommendations?			
	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 Ye	ear	\$					
10	Longevity Costs in Bas	se Year	\$					
11	Total Salary Base		\$					
	SECTION IV: Salary	Increases for Eac	h 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							
14	Increments (\$) Salary Increase Above							
	Increments (\$)							
15	Longevity Increase (\$)							
16	Total \$ Increase							
17	(sum of lines 13-15) New Salary Base (\$)							
18	Percentage increase over prior year	%		%	%	% %		
	*If contract duration i	is longer than five y	ears, please add	an additional page.				

Employer: County of Union				Employee Organization: FMBA- LOCAL R-2343 Page 2				
	SECTION V: Incre	eases in Other C	ontractual Econo	omic Items or N	ewly Added Eco	onomic Items*	SEE MOA ATTACHE	
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 duratio	n is longer than f	ive years, please ac	ld an additional p	page.			
	SECTION VI: Med	dical Costs			11.570	SI	EE MOA ATTACHED	
21	Health Plan Cost			Base Year	Year 1			
22	Prescription Plan Co	ost		\$	\$			
23	Dental Plan Cost			\$	\$			
24	Vision Plan Cost			\$	\$			
25	Total Cost of Insura	nce		\$	\$			
26	Employee Insurance	e Contributions		\$	\$			
27	Employee Contribu	utions as % of Tot	tal Insurance Cost		%	%		

Page 2 of 3 (complete all pages)

Emplo	ver: County of Ur	nion	Employee Organization:	FMBA- LOCAL R-2343	Page 3
Section	on VI: Medical Co	osts (continued)			
28	Identify any in	surance changes that w	vere included in this CNA.		
		ertification and Signa			
29	The undersigne	Vanessa Figueiredo	regoing figures are true:		
	Print Name: Position/Title:	Labor Relations Coo	ordinator		
	Signature:	Vanessa Fic	quenido		
	Date:	9/26/2024			
		30			

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 COUNTY COMMISSIONERS

RESOLUTION: 2024-614

JULY 17, 2024

CHAIRWOMAN KIMBERLY PALMIERI-MOUDED

WHEREAS, the County of Union engaged in collective bargaining negotiations with the FMBA, NAGE Local R-2343, for a new Labor Agreement between the parties effective January 1, 2021 through December 31, 2026; and

WHEREAS, the County of Union and the negotiating committee for the FMBA, NAGE Local R-2343, reached a tentative agreement and ratified same on July 10, 2024; 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 County Commissioners 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 FMBA, NAGE Local R-2343.

Sufficiency of Funds Authorized 2021 through 2024; Subject to Inclusion in the 2025 and 2026 Budget:

Approved as to Form: Certifying as to an Original Resolution: Certified as to a True Copy:

✓ Vote Record - Resolution RES-2024-614						
	7/2		Yes/Aye	No/Nay	Abstain	Absent.
/	James Baker Jr					120
_1 /	Joseph C Bodek		•			
Cl/ Adopted	Michèle S. Delisfort					73/
☐ Adopted as Amended	Sergio Granados		D			
☐ Defeated ☐ Tabled	Bette Jane Kowalski		Q/			
☐ Withdrawn	Alexander Mirabella	3	i i			
T Aldidramı	Rebecca Lynne Williams	-				15
	Lourdes M. Leon	M	G/,		Ü	
	Kimberly Palmieri-Mouded	1	D/			



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES Laura M. Scutari, Director

COUNTY COMMISSIONERS

To:

Edward Oatman,

County Manager

REBECCA WILLIAMS

Chair

CHRISTOPHER HUDAK

Vice Chair

From:

Laura Scutari

Director, Department of Administrative Services

JAMES E. BAKER, JR.

Dr. Angela R. Garretson

Date:

July 12, 2024

BETTE JANE KOWALSKI

LOURDES M. LEON

SERGIO GRANADOS

Re:

FMBA-Local R2343

ALEXANDER MIRABELLA

Collective Bargaining Agreement

KIMBERLY PALMIERI-MOUDED

January 1, 2021 through December 31, 2026

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 FMBA-Local R2343 on July 10, 2024 and the membership ratified the agreement on July 10, 2024. Please place a Resolution authorizing this agreement on the Freeholder Agenda for July 17, 2024.

Thank you.

Elizabeth, NJ 07207

Laura M. Scutari, Director Administrative Services

Claudia Martins, Director, Division of Personnel

James Pellettiere, Clerk of the Board Bruce H. Bergen, County Counsel

Bibi Taylor, Director, Department of Finance

Dennis Burke, Acting Director, Department of Public Safety Michael Scanio, Director, Division of Emergency Services Kathryn Hatfield, Esq., Hatfield Schwartz Law Group LLP

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, 2020. 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 Commissioners. 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 Commissioners.

Therefore, the County and the FMBA-NAGE Local R2343 agree to the attached four (4) 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.

July 10, 2024 Date

MEMORANDUM OF AGREEMENT

Agreement made this ____ day of July, 2024, 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 Commissioners 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 3, Payroll Deductions or Union Dues

Update Section 4 to account for <u>Janus</u> decision

2. Article 5, Work Schedules

Add new paragraph to Section 2 as follows (specific language to be agreed on)

Modify the schedule to a 24/72 schedule on a trial basis. Commencing on a date to be determined and ending on December 31, 2025. The Employer shall retain the sole and unilateral right to determine whether this schedule is effective and may terminate the schedule at the end of the trial period if there is an increase in absences or overtime. Further language to be agreed upon

3. Article 14, Holidays

Section 1. Clarify that 14 holidays were rolled into base effective July 1, 2016 and January 1, 2017. Roll in Juneteenth effective July 1, 2024.

4. Article 15, Salaries

Section 1:	Effective	and retroactive to 1/1/21	2% across the board
	Effective	and retroactive to 1/1/22	2% across the board
		and retroactive to 1/1/23	2% across the board
		and retroactive to 1/1/24	3% across the board
	1/1/25	3% across the board	
	1/1/26	3% across the board	

In addition, effective 1/1/25 add \$1500 to max and 1/1/26 add \$2000 to max step on the Hazmat/EMT guide. Eliminate Step 1 on the Hazmat 1 guide and Step 1 on the Hazmat 2 guide.

<u>Section 2</u>: The attached salary guide shall be implemented.

5. Article 16, Overtime

Section 1: Revise as follows:

The parties agree and understand that the work schedule results in fluctuating hours each week with employees working less than 40 hours in some weeks and more than 40 hours in other weeks. The parties understand and agree that employees are paid a fixed salary for all hours worked and that salary does not vary with the number of hours worked in a workweek whether few or many. The parties further understand and agree that the amount of the employee's fixed salary is sufficient to provide compensation to the employee at a rate not less than the applicable minimum wage rate for every hour worked in those workweeks in which the number of hours the employee works is greatest. As a result of the fluctuating workweek, employees shall receive eight (8) hours of overtime pay every other pay period. Payment of this overtime shall be automatic ("Automatic Overtime"). Any additional overtime worked shall be calculated at a half-time rate. This method of calculating the payment of overtime is authorized by 29 CFR § 778.114. The pay period shall mean Saturday to Friday.

For purposes of this Article hours worked shall include sick, vacation, personal, bereavement and compensatory time.

Section 7: Delete

6. Article 25, Duration

Six year term – January 1, 2021-December 31, 2026

7. Miscellaneous: Convert all benefit time based on an 8 hour work day with deductions from benefit time based on the number of hours used.

8. Miscellaneous

The parties acknowledge that there are overtime amounts due to employees as a result of underpayments since 2021. The County agrees to pay employees in accordance with the attached spreadsheets. The amounts owed will be paid by September 30, 2024.

- 9. All date changes shall be made where necessary to conform to the terms of this Agreement.
- 10. All other proposals made by either party that are not expressly contained within this Agreement are hereby withdrawn.
- All portions of the 2018-2020 collective negotiations agreement not specifically 11. referenced herein shall remain unchanged.
- This Memorandum of Agreement ("MOA") is subject to ratification by the membership 12. of the FMBA and the Union County Board of Commissioners. 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

MICHAEL WALKO

PRESIDENT

VICE-PRESIDENT

COUNTY MANAGER

FOR THE UNION COUNTY

DIRECTOR, ADMINISTRATIVE

SERVICES

APPROVED AS TO FORM

KATHRYN V. HATFIELD, ESO