

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
 \$
 \$
 \$
 \$
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)

SEE MOA ATTACHED

14 Total Base Salary Cost from Line 13: \$

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

SEE MOA ATTACHED

SECTION VI: Other Economic Items Outside Base Salary and Increases

←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"/>	<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"/>
25	Totals (\$):	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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"/>

Employer: County of Union

Employee Organization: PBA 108 - Sheriff Officer

Page 4

SECTION VII: Medical Costs (continued)

SEE MOA ATTACHED

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

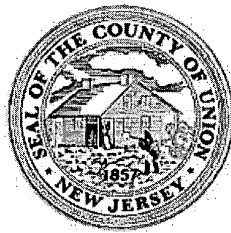
34 The undersigned certifies that the foregoing figures are true:

Print Name: Vanessa Figueiredo
Position/Title: Labor Relations Coordinator
Signature: Vanessa Figueiredo
Date: 12/2/2022

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

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: 2022-399

MAY 12, 2022

CHAIR REBECCA LYNNE WILLIAMS

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 108 - Sheriff Officers, for a new Labor Agreement between the parties effective January 1, 2021 through December 31, 2022; and

WHEREAS, the County of Union and the negotiating committee for PBA 108- Sheriff Officers, reached a tentative agreement and ratified same on April 20, 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 PBA 108 - Sheriff Officers.

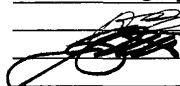
Sufficiency of Funds Authorized ; Subject to Inclusion in the 2022 Budget:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:





✓ Vote Record - Resolution 15606		Yes/Aye	No/Nay	Abstain	Absent
	James Baker Jr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Kimberly Palmieri-Moued	<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

**BOARD OF
COUNTY COMMISSIONERS**

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County Manager

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Deputy County Manager

BRUCE H. BERGEN, ESQ.
County Counsel

JAMES E. PELLETTIERE
Clerk of the Board

**To: Edward Oatman,
County Manager**

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

Date: May 3, 2022

**Re: PBA108-Sheriff Officers
Collective Bargaining Agreement
January 1, 2021 through December 31, 2022**

Please be advised that a tentative agreement (attached) was reached with PBA108-Sheriff Officers on April 20, 2022 and was ratified by the membership on April 20, 2022. Please place a Resolution authorizing this agreement on the Commissioners Agenda for May 12, 2022.

Thank you.

Laura Scutari, Director 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
Peter Corvelli, Union County Sheriff
Kathryn Hatfield, Esq., Hatfield Schwartz Law Group
James Mets Esq., Mets Schiro McGovern & Paris LLP**

ADMINISTRATION BUILDING

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MEMORANDUM OF AGREEMENT

PBA108-SHERIFF OFFICERS

&

COUNTY OF UNION

The County and PBA108-Sheriff Officers 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 PBA108-Sheriff Officers 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 PBA108-Sheriff Officers and is now subject to the approval of the Union County Board of Chosen Commissioners. The Bargaining Committee of the PBA108-Sheriff Officers 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 PBA108-Sheriff Officers agree to the attached four (4) 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 20, 2022

Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the County of Union and Union County Sheriff (herein the "Employer") and PBA Local 108 (herein the "PBA"):

WHEREAS, the Employer and the PBA are parties to a Collective Negotiations Agreement covering the period from January 1, 2018 through December 31, 2020; and

WHEREAS, the Employer and the PBA 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 PBA membership and approval by the Employer, 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 2018-2020 contract shall remain in full force and effect.

B. GENERAL

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

2. Counsel for the parties shall review the draft successor agreement and have the authority to correct non-substantive errors such as typos.

C. ARTICLE III, DUES CHECK OFF

Update language to comply with Janus, WDEA, and the Responsible Collective Negotiations Act.

D. ARTICLE IV, SALARIES

1. Section 1:

a. Effective & retro to January 1, 2021: 2.0% ATB

b. Effective & retro to January 1, 2022: 2.0% ATB

c. In addition to the above raises, all Sheriff Officers not at top pay shall receive their salary steps.

2. Section 8 (New). Hazard Pay

Should any County law enforcement unit be granted hazard pay, the Employer agrees to reopen the contract solely to negotiate the issue of hazard pay with the PBA.

3. Section 9 (New): Reopener

If any other organized group of employees of the County, Sheriff's Department, or Prosecutor's Office receives an across the board increase in salary during the term of this Agreement that averages more than the 2% (exclusive of Step increments) increases set forth above and/or receives hazard pay, the PBA shall have the option to reopen this contract for further negotiations on those issues.

E. ARTICLE V, PENSION AND WELFARE

1. Section 2, subsection 2. Add: Effective and retroactive to January 1, 2022, Sheriff Officers shall be required to pay 1.5% of their pensionable base pay towards the cost of medical premiums for calendar year 2022. Effective January 1, 2023, the Sheriff Officer contributions shall revert to the amount that an officer paid in calendar year 2018.

If any other organized group of employees of the County, Sheriff's Department, or Prosecutor's Office receive a reduction in premium sharing contributions for its unit members during the term of this Agreement that is less than that which is paid by PBA unit members, the PBA shall have the option to reopen this contract for further negotiations on that issue.

2. Section 5, Retiree Insurance

Add: Effective 1/1/22, all Sheriff Officers who do not receive retire benefits pursuant to Exhibit B (those hired by the County as a full-time employee on or after 1/1/10) shall not receive the stipend set forth in Exhibit C but shall contribute 50% of the cost of the premium in retirement. NOTE: Amend Exhibit C, accordingly.

F. **ARTICLE XIII, HOLIDAYS**

Effective 1/1/22, add Juneteenth to the list of contractual holidays.

G. **ARTICLE XIV, PERSONAL BUSINESS AND RELIGIOUS LEAVE**

Section 5 (New): Effective January 1, 2022, each Sheriff Officer who has completed 8 or more year of employment with the Employer shall be entitled to 1 administrative leave day with pay. Administrative leave days are to be used in the same manner as personal days.

H. **ARTICLE XXV, SICK LEAVE**

Section 7 (New): Until he/she reduces his/her sick bank to 2 weeks of paid sick time, a Sheriff Officer shall be required to use sick leave concurrent with FMLA for his/her own serious health condition or with FMLA/FLA for the serious health condition of a covered person. Once the Sheriff Officer's sick bank is reduced to 2 weeks of paid sick leave, he/she shall have the option to continue to use paid sick time, some other paid leave time, or complete FMLA or FLA without pay or under the New Jersey State Family Lave Insurance Law.

I. **ARTICLE XXXI, DURATION**

January 1, 2021 through December 31, 2022.

J. **EXHIBIT A – SALARY GUIDE**

Amend to be consistent with the above raises.

K. The parties agree to continue negotiations regarding a County sponsored and paid for disability benefit. Any agreement will be memorialized in a Side Bar.

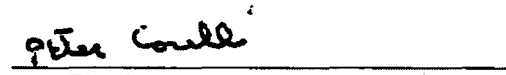
L. This Agreement is subject to ratification by the PBA membership and the approved by the governing body of the Employer.

FOR PBA LOCAL 108


JOHN MCGARRY, PRESIDENT

Dated: 4-22-22

FOR THE UNION COUNTY SHERIFF


PETER CORVELLI, SHERIFF

Dated: 4-22-22

FOR THE COUNTY OF UNION


EDWARD OATMAN,
COUNTY MANAGER

Dated: