

**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: <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="PBA 250A Detective Superior"/>	Number of Employees in Unit: <input style="width: 15%;" type="text" value="26"/>
3	Base Year Contract Term: <input style="width: 95%;" type="text" value="1/1/2018 - 12/31/2020"/>	
4	New Contract Term: <input style="width: 95%;" type="text" value="1/1/2021 - 12/31/2025"/>	

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

5	<input checked="" type="checkbox"/>	Contract settled without neutral assistance	
6	<input type="checkbox"/>	Contract settled with assistance of mediator	
7	<input type="checkbox"/>	Contract settled with assistance of fact-finder	
8	<input type="checkbox"/>	Contract settled in Interest Arbitration	
9	If contract was settled in Interest Arbitration, did the Arbitrator issue an Award?		Yes <input type="checkbox"/> No <input type="checkbox"/>

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	\$ <input style="width: 95%;" type="text"/>
11	Longevity Costs in base year	\$ <input style="width: 95%;" type="text"/>
12	Other base year salary costs	
	<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"/>	\$ <input style="width: 95%;" type="text"/>
	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
	Sum of "Other" Costs Listed in Line 12.	\$ <input style="width: 95%;" type="text"/>
13	Total Base Salary Cost: (sum of lines 10, 11, 12):	\$ <input style="width: 95%;" type="text"/>

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

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)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
16 Cost of Salary Increments (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
17 Salary Increase Above Increments (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
18 Longevity Increase (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
19 Total Increased Cost for "Other" Items (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
20 Total Increase (\$) (sum of lines 16-19)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

SEE MOA ATTACHED

SECTION V: Average Increase Over Term of New CNA

- 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
25	Totals (\$):							

SECTION VII: Medical Costs

SEE MOA ATTACHED

		Base Year	Year 1
Insurance Costs			
26	Health Plan Cost	\$ <u> </u>	\$ <u> </u>
27	Prescription Plan Cost	\$ <u> </u>	\$ <u> </u>
28	Dental Plan Cost	\$ <u> </u>	\$ <u> </u>
29	Vision Plan Cost	\$ <u> </u>	\$ <u> </u>
30	Total Cost of Insurance	\$ <u> </u>	\$ <u> </u>

Employer: County of Union

Employee Organization: PBA 250A Detective Superior

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

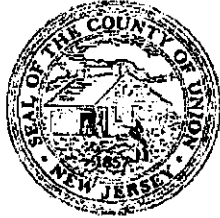
34 The undersigned certifies that the foregoing figures are true:

Print Name: Vanessa Figueiredo
Position/Title: Labor Relations Coordinator
Signature: Vanessa Figueiredo
Date: 12/4/2023

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: 2023-724

AUGUST 17, 2023

CHAIRMAN SERGIO GRANADOS

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 250A- Prosecutor's Detectives Superior Officers effective January 1, 2021 through December 31, 2025; and

WHEREAS, the County of Union and the negotiating committee for PBA 250A- Prosecutor's Detectives Superior Officers, reached a tentative agreement and ratified same on July 31, 2023. Representatives of the Bargaining Committee, and the County agree to recommend, without reservation, the approval of same; and

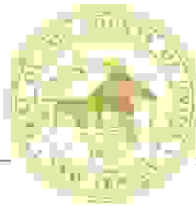
WHEREAS, the County of Union now desires to confirm the understandings in the Memorandum of Agreement with the Union, which is attached hereto and made a part hereof:

NOW, THEREFORE, BE IT RESOLVED by the 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 PBA 250A - Prosecutor's Detectives Superior Officers.

Sufficiency of Funds Authorized Subject to Inclusion in the 2024 and 2025 Budget:

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

✓ Vote Record - Resolution 17207		Yes/Aye	No/Nay	Absain	Absent
<input checked="" type="checkbox"/>	Adopted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	James Baker Jr	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Joseph C Bodek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Angela R. Garretson	<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"/>
	Touardet 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"/>
	Rebecca Lynne Wilkams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Kimberly Palmieri-Moulded	<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"/>



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: August 2, 2023

**Re: PBA250A-Prosecutor's Detectives Superior Officers
Collective Bargaining Agreement
January 1, 2021 through December 31, 2025**

Please be advised that a tentative agreement (attached) was reached with PBA 250A-Prosecutor's Detectives Superior Officers on July 31, 2023 and the membership ratified the agreement on July 31, 2023. Please place a Resolution authorizing this agreement on the Commissioners Agenda for August 17, 2023.

Thank you.


Laura M. Scutari, Director Administrative Services

Cc: Claudia Martins, Director, Division of Personnel
James Pellettierre, Clerk of the Board
Bruce H. Bergen, County Counsel
Bibi Taylor, Director, Department of Finance
William A. Daniel, Prosecutor
Kathryn Hatfield, Esq., Hatfield Schwartz Law Group
Leonard Schiro, Mets Schiro & McGovern, LLP

ADMINISTRATION BUILDING

MEMORANDUM OF AGREEMENT
PROSECUTOR'S
PBA250A-DETECTIVE SUPERIOR OFFICERS
&
COUNTY OF UNION

The County and PBA250A-Prosecutor's Detective Superior 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 PBA250A-Prosecutor's Detective Superior 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 PBA250A-Prosecutor's Detective Superior Officers and is now subject to the approval of the Union County Board of Chosen Commissioners. The Bargaining Committee of PBA250A-Prosecutor's Detective Superior Officers 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 Commissioners.

Therefore, the County and PBA250A-Prosecutor's Detective Superior 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.

July 31, 2023
Date

MEMORANDUM OF AGREEMENT

Agreement made this 31 day of July 2023 by and between the County of Union and the Union County Prosecutor (herein the Employer") and PBA Local 250A (herein the "PBA"):

WHEREAS, the Employer and the PBA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period from January 1, 2021 to December 31, 2025; 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's governing body:

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

A. ARTICLE XIV, DEATH IN FAMILY

Wages up to ten (10) days will be paid during the absence from duty of employees when absence is caused by the death and attendance at funeral of employee's spouse, or child.

In the event a member sustains a death in their immediate family, they will be permitted five (5) days bereavement leave without the loss of pay.

"Immediate family" shall include: father, mother, grandfather, grandmother, grandchild, brother, sister, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, step sibling or family members in residence not described in the event of the death of a member's uncle, aunt, nephew, niece, or cousin of the first degree, the member shall be permitted one (1) day of bereavement leave without loss of pay.

B. ARTICLE XXII. SALARIES

Effective and retroactive January 1, 2021 2% increase across the board.

Effective and retroactive January 1, 2022 2% increase across the board. \$1,500 added to top step only.

Effective and retroactive January 1, 2023 2% increase across the board. \$2,000 added to top step only.

Effective January 1, 2024 3% increase across the board.

Effective January 1, 2025 3% increase across the board.

C. ARTICLE XXXIII. ON THE JOB INJURY

Section 1.

If an employee is injured or becomes ill arising out of and during the course of his employment, the following procedure shall be applicable:

(a) The employee shall notify the Prosecutor and the Personnel Office of the work-related injury or illness.

(b) If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for one year if there was an injury which has been inflicted on the employee by any person or persons arising out of the employee's employment, or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier. The Prosecutor may extend the above time periods in his sole discretion.

(c) After the first year or ninety (90) calendar days from the date when the employee has to be out of work due to the injury (not from the date of the incident), the employee shall have the option to retain his temporary disability Workmens' Compensation check and not receive any additional monies from the

County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's Workmen's Compensation Insurance carrier.

(d) Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

(e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that said employee is not entitled to receive temporary disability benefits, said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

If an employee is required to go to the County's insurance company's doctor or medical center for treatment of a compensable injury during his regularly scheduled shift, the attendance at the doctor's office or medical center during his regularly scheduled shift shall not be charged to sick time provided that upon completion of the doctor's visit, the employee returns to work if there is still time remaining on the shift.

Section 2.

An injured or ill employee (work or non-work related) may request to be temporarily assigned to a duty other than his/her normal duty, subject to medical approval by the employee's physician and the availability of suitable work. The ultimate determination whether or not to temporarily assign such an employee shall be in the sole discretion of the Prosecutor.

FOR PBA LOCAL 250A



MICHAEL MANOCHIO, PRESIDENT

**FOR UNION COUNTY
OFFICE OF THE PROSECUTOR**



**WILLIAM A. DANIEL,
PROSECUTOR**

FOR UNION COUNTY



EDWARD OATMAN,
COUNTY MANAGER

Union County and PBA 250A

Synopsis

Death in Family

In the event of:

Death of spouse or child – Wages up to ten (10) days will be paid in absence of duty.

Death in immediate family – Permitted five (5) days bereavement leave without loss of pay.

Death in non-immediate family – Permitted one (1) day bereavement leave without loss of pay.

Salaries

2% increase across the board effective January 1, 2021

2% increase across the board, \$1,500 added to top step only effective January 1, 2022

2% increase across the board, \$2,000 added to top step only effective January 1, 2023

3% increase across the board effective January 1, 2024

3% increase across the board effective January 1, 2025

On the Job Injury

Modify to state that 90 or one year time period begins when employee must be out of work due to the injury.