

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2014-86

JANUARY 23, 2014

CHRISTOPHER HUDAK

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA108A-Sheriff Superior Officers, 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 PBA108A-Sheriff Superior Officers reached a tentative agreement on December 18, 2013 and the membership ratified same on January 8, 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 PBA108A-Sheriff Superior Officers

Subject to Sufficiency When Ordered
 Approved as to Form
 Certifying as to an Original Resolution
 Certified as to a True Copy

J. Angiello

✓ Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	S	<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 Withdrawn		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 checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES
Norman W. Albert, Esq., Director

To: Alfred J. Faella,
County Manager

**BOARD OF
CHOSEN FREEHOLDERS**

CHRISTOPHER HUDAK
Chairman

MOHAMED S. JALLOH
Vice Chairman

BRUCE H. BERGEN

LINDA CARTER

ANGEL G. ESTRADA

SERGIO GRANADOS

BETTE JANE KOWALSKI

ALEXANDER MIRABELLA

VERNELL WRIGHT


ALFRED J. FAELLA
County Manager

WILLIAM REYES, JR.
Deputy County Manager

ROBERT E. BARRY, ESQ.
County Counsel

JAMES E. PELLETTIERE
Clerk of the Board

NORMAN W. ALBERT, ESQ.
*Director of Personnel
Management & Labor
Relations*

From: Norman Albert, Esq. 
Director, Department of Administrative Services

Date: January 10, 2014

Re: PBA108A-Sheriff Superior Officers
Collective Bargaining Agreement
January 1, 2013 through December 31, 2015

Please be advised that a tentative agreement (attached) was reached with PBA108A-Sheriff Superior Officers on December 18, 2013 and the membership ratified on January 8, 2014. Please place a Resolution authorizing this agreement on the Freeholder Agenda for January 16, 2014.

Thank you.

Cc: Claudia Martins, Deputy Director, Division of Personnel
James Pellettiere, Clerk of the Board
Robert E. Barry, County Counsel
Bibi Taylor, Director, Department of Finance
Ralph Froehlich, Union County Sheriff
Kathryn Hatfield, Esq., Bauch Zucker Hatfield, LLC
Marc Abramson, Labor Relations Consultant

DIVISION OF PERSONNEL MANAGEMENT AND LABOR RELATIONS

MEMORANDUM OF AGREEMENT

PBA LOCAL 108A-SHERIFF SUPERIOR OFFICERS

&

COUNTY OF UNION

The County and PBA Local 108A, Sheriff Superior Officers engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2012. The County and PBA Local 108A have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

The tentative Agreement is subject to the ratification of the membership of PBA Local 108A and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the PBA Local 108A 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 the PBA Local 108A 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.

January 8, 2014

Date

MEMORANDUM OF AGREEMENT

Agreement made this 18th day of December, 2013, by and between the County of Union, Union County Sheriff's Office (herein the "County") and PBA Local 108A (herein the "PBA").

WHEREAS, the County and PBA are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2010 through December 31, 2012; and

WHEREAS, the County and PBA 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 PBA have reached agreement on new terms and conditions subject to ratification by the membership of PBA and approval by the Freeholders of the County; and

WHEREAS, the negotiating committees for the County and PBA 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 2010 through 2012 CNA between the County and PBA shall remain in full force and effect.
2. **Payroll**

In the event the County determines to change the pay schedule to a bi-monthly schedule on the 15th and 30th of each month, the PBA agrees that it will accept the change without dispute.

Effective January 1, 2014, all paychecks will be done by direct deposit.

The parties agree that the County will not raise any timeliness defenses to any grievance that may be filed by the PBA over the existing payroll dispute between the parties

3. Benefits

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
Mail Order Preferred Brand (90 day supply)	\$30.00
Mail Order Non-Preferred (90 day supply)	\$60.00

Section 2: Add:

	Out of Network Benefit
Current	\$250 Single/\$500 All Others
Proposed	\$500 Single/\$1,000 All Others

	Out of Network Reimbursement Benefit*
Current	80 th Percentile of HIAA
Proposed	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 6: Add

Officers who receive fully paid retirement benefits under the 2005 through 2009 CNA shall be provided with the Medco Rx or an equivalent plan. The plan shall provide for free mail order prescriptions and 30% co-pay for retail. It is understood that in order to provide the Medco Rx plan, the base Health Plan will be converted from CIGNA ROAP7 to CIGNA ROAP3.

Section 7: Add

Modify to add prescription coverage to health benefit buyout option.

4. **Holidays:** Effective January 1, 2014, one holiday will be added to base salary at a rate of time and one-half. All unit employees will be given either Lincoln's birthday or the day after Thanksgiving as a paid holiday, but not both. The Sheriff shall determine the number of officers scheduled to work each holiday. Once staffing has been determined, selection of the holiday shall be done by seniority. Employees who work on their designated holiday will be compensated with holiday pay at a rate of time and one-half for the hours actually worked.

5. **Salaries**

See attached salary guide which reflects:

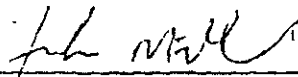
- 2.00% across the board salary increase effective January 1, 2013
- 2.00% across the board salary increase effective January 1, 2014
- 2.00% across the board salary increase effective January 1, 2015

Each salary increase is retroactive to its effective date

6. **Duration**

January 1, 2013 through December 31, 2015.

FOR PBA LOCAL 108A


FRANK MILLER
PRESIDENT

FOR THE UNION COUNTY
SHERIFF'S OFFICE


RALPH FROEHLICH
SHERIFF

FOR THE COUNTY


NORMAN ALBERT, ESQ.
DIR. ADMIN. SERVICES

Sergeant

	2.00%	2.00%	1 day @ 1.5%	TOTAL	2.00%	
Step	2012	2013	2014	2014	2015	
1	85,574	87,286	89,032	513,64	89,545	91,336
2	88,525	90,295	92,101	531,35	92,632	94,485
3	92,163	94,006	95,886	553.19	96,439	98,368

Lieutenant

	2.00%	2.00%	1 day @ 1.5%	TOTAL	2.00%	
Step	2012	2013	2014	2014	2015	
1	94,610	96,502	98,432	567.88	99,000	100,980
2	102,521	104,572	106,663	615.36	107,279	109,424

Captain

	2.00%	2.00%	1 day @ 1.5%	TOTAL	2.00%	
Step	2012	2013	2014	2014	2015	
1	104,882	106,980	109,119	629.53	109,749	111,944
2	113,728	116,003	118,323	682.63	119,005	121,385

Senior Officer Pay

10 Yr Employees starting their 10th year of service as a Sheriff's Officer for Union County shall receive \$1,575 added to base salary. The \$1,575 Senior Officer Pay is not to be compounded by any percentage increases applied to the base rate

15 Yr Employees starting their 15th year of service as a Sheriff's Officer for Union County shall receive \$2,575 added to base salary. The \$2,575 Senior Officer Pay is not to be compounded by any percentage increases applied to the base rate

20 Yr Employees starting their 20th year of service as a Sheriff's Officer for Union County shall receive \$3,075 added to base salary. Officers who have started their 20th year of service shall have their Senior Officer Pay compounded by any percentage increase applied to the base rate. Actual compounding starts in the 21st year.

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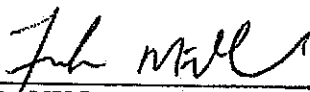
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SHERIFF'S OFFICE


RALPH FROEHLICH
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FOR THE COUNTY


NORMAN ALBERT, ESQ.
DIR. ADMIN. SERVICES

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