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: Coarty of UNION County: UNION
2	Employee Organization: PBA 108 Sken FT OFF. Number of Employees in Unit: 160
3	Base Year Contract Term: 1/1/2010 - 12/3/2014
4	New Contract Term: 1/1/2015-12/31/2017
	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 Base year - 1/1/2010 - 12/31/2019
9	If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No
	SECTION III: Base Salary Calculation SER MOA AHACKE
	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
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	s
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	Ş <u>I</u>
	Sum of "Other" Costs Listed in Line 12.
13	Total Base Salary Cost: (sum of lines 10, 11, 12):

Total Base Salary Cost fro	om Line 13:	\$ <u></u>				
Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Effective Date (month/day/year)						
Cost of Salary Increments (\$)						
Salary Increase Above Increments (\$)						
Longevity Increase (\$)						
Total Increased Cost for "Other" Items (\$)						
Total Increase (\$) (sum of lines 16-19)						

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		SER	MOA	STACHEL
	Insurance Costs	Base Year	Year 1		
26	Health Plan Cost	\$	\$		
27	Prescription Plan Cost	\$	\$		
28	Dental Plan Cost	\$	\$		
29	Vision Plan Cost	\$	\$		
30	Total Cost of Insurance	\$	\$		

Page 3 of 4 (complete all pages)

Emplo	eyer: County OF KNON Employee Organization: PBA108. Sherff Off Page 4
SECTI	ON VII: Medical Costs (continued) SEE MOA AHACRED
31	Employee Insurance Contributions \$ \$
32	Contributions as % of Total Insurance Cost
33	Identify any insurance changes that were included in this CNA.
34	SECTION VIII: Certification and Signature The undersigned certifies that the foregoing figures are true:
	Print Name: MARK TRAUM
	Position/Title: LABOR RELATIONS COOD DIAME
	Signature:
	Date: Sprambel 27, 2017
	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

Revised 8/2016

Phone: 609-292-9898



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2016-5/3

JUNE 9, 2016

CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 108--Sheriff Officers effective January 1, 2015 through December 31, 2017; and

WHEREAS, the County of Union and the negotiating committee for PBA 108--Sheriff Officers, reached a tentative agreement and ratified same on May 23, 2016. 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 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 PBA 108--Sheriff Officers.

Sufficiency of Funds Authorized ; Subject to Inclusion in the 2017 Budget:

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

	11	Yes/Aye	No/Nay	Abstain	Absent
,	Brace H. Bergen	0			
w	Angel G. Estrada	TO/			D .
☑ Adopted	Sergio Granados			0	
☐ Adopted as Amended ☐ Defeated	Christopher Hudak	Q/		0	
☐ Tabled	Bette Jane Kowalski	(II)			
☐ Withdrawn	Alexander Murabella	Ψ/.			
- WHINGIZWII	Vernell Wright	H,			Ö
	Linda CarterS	04/			
	Mohamed S. Jalloh	(II)			



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES Michael Yuska, Acting Director

To:

Alfred J Faella,

County Manager

BOARD OF CHOSEN FREEHOLDERS

BRUCE II. BERGEN Chairman

From:

Michael Yuska

Acting Director/Department of Administrative Services

SERGIO GRANADOS Vice Chairman

LINDA CARTER

Date:

ANGEL G. ESTRADA

May 23, 2016

CHRISTOPHER HUDAK

MORAMED S. JALLOR

Re:

PBA108-Sheriff Officers

BETTE JANE KOWALSKI

Collective Bargaining Agreement

agreement on the Freeholder Agenda for June 2, 2016.

January 1, 2015 through December 31, 2017

Please be advised that a tentative agreement (attached) was reached with PBA108-Sheriff Officers on May 23, 2016 and was also ratified by the

membership this same date. Please place a Resolution authorizing this

ALEXANDER MIRABELLA

VERNELL WRIGHT

ALFRED J. FAELLA County Manager

ROBERT E. BARRY, ESQ. County Counsel

JAMES E. PELLETTIERE Clerk of the Board

Thank you.

MICHAEL YESKA Acting Director of Personnel Management & Labor Relations

Claudia Martins, Deputy Director, Division of Personnel James Pellettiere, Clerk of the Board Robert E. Barry, County Counsel Bibi Taylor, Director, Department of Finance Joseph Cryan, Union County Sheriff Kathryn Hatfield, Esq., Bauch Zucker Hatfield, LLC James Mets Esq., Mets, McGovern

We're Connected to You!

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, 2014. 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 Freeholders. 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 Freeholders.

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

May 23, 2016 Date

MEMORANDUM OF AGREEMENT

Agreement made this 23 day of May, 2016, by and between the County of Union, Union County Sheriff's Office (herein the "County") and PBA Local 108 (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, 2014; 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:

 Except as herein modified, the terms and conditions set forth in the 2010 through 2014 CNA between the County and PBA shall remain in full force and effect.

2. Article II. Management Rights

Section 3. Add New Jersey Employer-Employee Relations Act.

3. Article IV. Salaries

Section 1. Salary increase shall be as follows:

2015: 2.0% at max, all others receive increments

2016: 2% across the board2017: 2% across the board

Senior Officer Pay shall be calculated in accordance with the County's practice that has been applicable to all units receiving Senior Officer Pay.

Section 6. Amend and add as follows:

Effective January 1, 2016, paychecks shall be distributed on a semi-monthly basis (the 15th and last day of each month).

In the event the County requires all paychecks to be directly deposited into an employee's bank account, the PBA agrees that it will accept the change without dispute.

4. Article V. Pension and Welfare

Section 1. Modify to PFRS from PERS.

Section 3. Add to paragraph 3:

	Out of Network Benefit
Current	S250 Single/\$500 All Others
Proposed	\$500 Single/\$1,000 All Others

	Out of Network Reimbursement Benefit*
Current	80th 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 3. Add to paragraph 5:

Effective July 1, 2015, the County implemented two (2) additional plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Employees hired on or after the ratification of this MOA, shall be required to choose one of these two plans during the first two (2) years of employment. Following the completion of two (2) years of employment, the employee will have the option to select one of the County's other plans. All current employees may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute \$1000 towards the deductible for single coverage and \$2000 towards the deductible for family coverage for both current and new employees who elect the HSA.

Section 4. Modify as follows:

İ	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 8.

Clarify that employee must waive both health and prescription coverage to be eligible for the buy out.

5. Article VI. Vacations

Section 2. Delete and re-number remaining paragraphs.

6. Article IX. Grievance Procedure

Section 4, Step 1. Change to ten (10) working days.

7. Article X. Hours of Work

Add New Section 3. Training Days

Effective January 1, 2016, employees shall be required to perform two training days annually. Such training days shall be scheduled at the Sheriff's discretion but shall be in no less than eight (8) hour blocks unless agreed to otherwise by the parties. Each employee's base pay shall be increased by twenty-four (24) hours of pay as compensation for the training day.

8. Article XIII. Holidays

Section 3

Add:

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 employees off for each holiday based on the needs of the Office. Employees who work on their

designated holiday off will be compensated with holiday pay for the hours actually worked.

9. Article XXVI. Duration

January 1, 2015 through December 31, 2017.

10. <u>Miscellaneous</u>: The PBA agrees to withdraw all outstanding grievances and unfair practice charges.

FOR PBA LOCAL 108

HOHN MCGARRY RICHARD ANTONICCI

VILL PRESIDENT

FOR THE UNION COUNTY SHERVEF'S OFFICE

JOSEPH CRYAN SHERIFF

APPROVED AS TO FORM

KATHRYN V. HATFIELD, ESQ.

FOR THE COUNTY

MICHAEL YUSKA

ACTING DIR. ADMIN. SERVICES

COUNTY MANA

-4-

STATE OF NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Interest Arbitration Between:

UNION COUNTY SHERIFF'S OFFICE

-and-

Docket No. IA-2012-037

PBA LOCAL NO.108

Before: Susan W. Osborn, Interest Arbitrator

Appearances:

For the County:

Bauch, Zucker & Hatfield, LLC (Kathryn VanDeusen Hatfield, of counsel and on brief) (Elizabeth Farley Murphy, on brief)

For the PBA:

Mets Schiro McGovern, Attorneys (James Mets, of counsel and on brief) (Brian Manetta, on brief)

Witnesses:

Tara Halpin, Sheriff's Officer/Local 108 V.P. Michael Heller, Sheriff's Officer/PBA State Delegate Charles Schmidt, Sheriff's Officer Joseph Cryan, Undersheriff

INTEREST ARBITRATION AWARD

BACKGROUND

On April 20, 2012 the Union County Sheriff's Officers, PBA Local 108 filed a Petition with the Public Employment Relations Commission to initiate interest arbitration over successor collective negotiations agreements with the Union County Sheriff's Office. The previous agreements expired on December 31, 2009.

that this issue is generally governed by local custom and practice. See Morris County Prosecutor's Office, Docket No. IA-2012-32 (Osborn 2012). Unfortunately, neither party provided me with any information concerning the parties' historical treatment of recent retirees' entitlement to retroactive pay increases. The cost is not significant: only five employees retired since January, 2010. Assuming they retired at step 11 salary of \$82,034, the per retiree retroactivity cost would be, at most, \$9,229. (\$82.034 x .0225 --even assuming they worked all of 2011- equals \$1846. x 5 employees). In the absence of more specific information, however, this proposal cannot be granted. The parties will follow their own past practice in this regard.

AWARD

Contract Duration:

January 1, 2010 through December 31, 2014.

Salaries:

- 2010 Wage freeze.
- 2011 Effective January 1, 2011, across the board salary increases of 2.25% for all unit employees.
- 2012 Effective January 1, 2012, across the board salary increases of 2.5% for all unit employees.
- 2013 Effective January 1, 2013, across the board salary increases of 2.0% for all unit employees.
- 2014 Effective January 1, 2014, across the board salary increases of 2.0% for all unit employees.

Employees hired prior to July 1, 2012, shall be compensated pursuant to the following salary guide:

	2010 (0% ATB)	2011 (2.25% ATB)	7/2012 (2.5% ATB)	2013 (2.0% ATB)	2014 (2.0% ATB)
Start	34,778	\$35,561	\$36,450	\$37,179	\$37,922
Acad	40,457	\$41,367	\$42,401	\$43,249	\$44,114
1	49,122	\$50,227	\$51,483	\$52,513	\$53,563
2	53,163	\$54,359	\$55,718	\$56,832	\$57,970
3	57,207	\$58,494	\$59,957	\$61,156	\$62,379
4	61,252	\$62,630	\$64,196	\$65,480	\$66,790
5	65,294	\$66,763	\$68,432	\$69,801	\$71,197
6	68,556	\$70,099	\$71,851	\$73,288	\$74,754
7	72,674	\$74,309	\$76,167	\$77,690	\$79,244
8	79,169	\$80,950	\$82,974	\$84,633	\$86,326
9	80,534	\$82,315	\$84,549	\$86,208	\$87,901
10	81,534	\$83,315	\$85,549	\$87,208	\$88,901
11*	82,034	\$83,879	\$86,191	\$87,915	\$89,673

^{*}Compounded pursuant to contract.

Employees hired <u>after</u> July 1, 2012, shall be paid pursuant to the following wage scale:

STEP	2012
Start	\$32,772
Academy	\$37,772
1	\$45,981
2	\$50,981
3	\$55,981
4	\$60,981
5	\$65,981
6	\$70,981
7	\$75,981
8	\$82,974

Effective January 1, 2012 senior officer pay shall be increased by \$210 at each step.

Health Benefits:

Modify the contract language under Article V to conform to Chapter 78's requirements.

Prescription Drug Coverage:

Effective July 1, 2012, the following changes in prescription copayments shall be implemented: Retail Co-Pays (up to 30 days)

Retail

\$6 - generic

\$15 - brand (no generic available or physician required)

\$20 - brand (generic available)

Mail Order (90-day supply)

\$5 - generic

\$10 -brand (no generic available or physician required)

\$15 - brand (generic available)

Drug Utilization Plan

- a. Enhanced concurrent drug utilization review
- b. Preferred drug step therapy limited to PPI, SSRI and Intranasal steroid drugs
- c. Clinical Intervention (MD Statement of medical necessity) limited to Anti-narcoleptic agents, weight less and antineoplastic agents.

Continue restriction on flow through of prescription copays to major medical.

Officers who receive fully paid retirement benefits under the 2005 through 2009 CNA shall be provided with the Medco Rx or an equivalent plan. This plan shall provide for free mail order prescriptions and 30% co-pay for retail. 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.

Effective July 1, 2012, the Third Party Administrator, will be eliminated and the County will no longer reimburse employees for any out-of-network charges.

Effective July 1, 2012, emergency room co-pays shall be \$25.00 per visit (to be waived if admitted).

Pay Check Distribution:

In order to maintain a bi-weekly basis for paycheck distribution, effective on the date of the award, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

2012: Friday

2013: Monday

2014: Tuesday

2015: Wednesday

2016: Thursday

This cycle will continue every five years. When payday occurs on a holiday, paychecks or direct deposits will be issued on the day prior to the holiday.

Changes in Orders: XX///

Article XXXII shall be modified to add:

The County shall provide the PBA President with a copy of any newly issued or amended Orders, Rules or Regulations at least five working days prior to their effective date.

Critical Incidents: XX VII

Article XXXII shall be modified to add:
When an officer is involved in a critical incident,
such as a shooting, motor vehicle accident or
physical altercation, said officer shall not be
required to respond to any questions or supply any
statement or written reports until he is released by
the evaluating physician or other medical
professional. Such delay shall not exceed two
business days unless the officer is physically or
mentally incapacitated.

Honor Guard:

The contract Article XX shall be modified to add the following language:

The County shall maintain the right to deploy the Honor Guard as the Sheriff deems appropriate. The County shall provide a one-time stipend for each member of the Honor Guard who has served continuously for the last six months on the guard in the amount of \$250 to cover the cost of uniform upkeep and maintenance. An employee performing with the Honor Guard will be given release time from work or, if off duty, will be given equal comp time for their time in such service.

Line of Duty Death Leave

Article XX shall be modified to add the following:

The PBA President or his designee shall be allowed to attend the funeral of any law enforcement officer in the State of New Jersey who is killed in the line of duty. Such attendance shall be without loss of pay or time.

Sick Leave Bonus Payments:

Article XXV shall be modified to add the following: Sick leave bonus payments will be made by not later than the second pay period in January, following the year in which they are earned.

On-the Job Injury Leave:

Replace the 180 and 90 day provisions with "up to one year."

Post/Shift Bidding:

Article X shall be modified to add the following:
The parties recognize that certain posts may require special skills. The Sheriff or his designee shall have sole discretion in deciding which posts require special skills. All posts not requiring special skills shall be annually posted for bid in November for the subsequent calendar year. Employees shall be permitted to bid on positions and work shifts based upon departmental seniority. The Sheriff or his designee shall retain the authority to reassign employees from their bidded position for training purposes or to cover a vacant shift.

Holiday Pay:

Article XIII shall be modified to add the following: All unit employees will be given either Lincoln's

birthday or the day after Thanksgiving as a paid holiday, but not both. One-half of the employees covered by this agreement shall receive Lincoln's birthday off as a paid holiday and the other half shall receive the day after Thanksgiving off as a paid holiday. In the event that such a scheme does not produce sufficient staffing, then the employer may require employees to work on their designated holiday. Employees who work on their designated holiday off will be compensated with holiday pay for the hours actually worked.

Call-In Time

Article XII shall be modified as follows: Effective July 1, 2012, increase minimum call out pay to four hours.

Vacations:

Article VI shall be modified to add the following:

Vacation selections shall be by departmental seniority. The Employer retains the right to decide how many employees may be on vacation in any work unit at any time. Employees shall first select vacations in increments of five days or more before floating days are selected.

Overtime Payments:

The contact language in Article XI is reformed to provide that the employee has the right to opt for overtime compensation to be paid in cash or compensatory time off.

* * *

All proposals by the County and the PBA not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those which have been modified by the terms of this Award.

Pursuant to N.J.S.A. 34:13A-16(f), I certify that I have taken the statutory limitation imposed on the local tax levy cap into account in making the award. My Award also explains how the statutory criteria factored into my final determination.

Susan W Osborn

Susan W. Osborn Interest Arbitrator

Dated: June 11, 2012 Trenton, New Jersey

On this 11th day of June, 2012, before me personally came and appeared Susan W. Osborn to me known and known to me to be the individual described in and who executed the foregoing instrument and she acknowledged to me that she executed same.

All proposals by the County and the PBA not awarded herein are denied and dismissed. All provisions of the existing agreement shall be carried forward except for those which have been modified by the terms of this Award.

Pursuant to N.J.S.A. 34:13A-16(f), I certify that I have taken the statutory limitation imposed on the local tax levy cap into account in making the award. My Award also explains how the statutory criteria factored into my final determination.

Susan W. Osborn

Susan W. Osborn Interest Arbitrator

Dated: June 11, 2012

Trenton, New Jersey

NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires November 18, 2013

SUSAN E PESLIN

On this 11th day of June, 2012, before me personally came and appeared Susan W. Osborn to me known and known to me to be the individual described in and who executed the foregoing instrument and she acknowledged to me that she executed same.