

SUMMARY FORM

**COLLECTIVE BARGAINING AGREEMENT
PUBLIC SECTOR / NON-POLICE & NON-FIRE**

Section I: Agreement Details

Public Employer: COUNTY OF UNION County: UNION
 Employee Organization: IBEW LOCAL 1158 Employees in Unit: 43
 Base Year Contract Term: 1/1/2011 - 12/31/2015 New Contract Term: NONE
 Type of Settlement: Mediated Settlement Fact-Finder Recommendation Voluntary Settlement Super Conciliation

Section II: Economic	Column A	Column B
	Base Year - Total Costs <small>(Last Year of Previous agreement)</small>	New Base Year - Total Costs <small>(First Year of Successor agreement)</small>
Item 1 Salary	<u>1/1/2011 - 12/31/2015</u>	<u>NONE</u>
Item 2 Increment	<u>SEE</u>	<u>1ST</u>
Item 3 Longevity	<u>MOA</u>	<u>5%</u>
Item 4		
Item 5		
Item 6		
Item 7	<u>ATTACHED</u>	<u>CONTRACT</u>
Item 8		<u>JUST</u>
Item 9		<u>BASE</u>
Item 10		<u>%</u>
Item 11		
Item 12		
Any additional items list on separate sheet Additional Items		
Section III: Totals - Sum of costs in each column	(Total)	(Total)

Section IV: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement) _____ SEE MOA ATTACHED
 Effective Date (m/d/yyyy) _____
 Percent Increase _____
 Total cost of increase _____
 Total base salary (successor agreement) _____

Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) _____ SEE MOA ATTACHED
 Dollar Impact (average per year over term of agreement) _____

Section VI

Health Insurance (indicate costs associated on each line)

	Base Year	Year 1
Cost of Health Plan		
Employee Contributions		
Prescription		
Dental		
Vision		

SEE MOA ATTACHED

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section VII

Prepared by: MARK TRAU Title: LABOR RELATIONS COORDINATOR
 Signature: [Signature] Date: September 29, 2015



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2013-705

AUGUST 22, 2013

CHAIRMAN LINDA CARTER

WHEREAS, the County of Union engaged in collective bargaining negotiations with IBEW Local 1158- Prosecutor's Office, for a new Labor Agreement between the parties effective January 1, 2010 through December 31, 2015 to replace the current Agreement which expired on December 31, 2009; and

WHEREAS, the County of Union and the negotiating committee for IBEW Local 1158- Prosecutor's Office reached and ratified the tentative Memorandum of Agreement on August 6, 2013; and

WHEREAS, the County of Union now desires to confirm the understandings in the tentative 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 IBEW Local 1158-Prosecutor's Office.

Sufficiency of Funds Authorized Subject to Inclusion in the 2014 & 2015 budget:

Erik Marini

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

[Signature]

✓ Vote Record - Resolution 3905		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Mohamed S. Jalloh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Daniel P. Sullivan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2013-705

MEMORANDUM OF AGREEMENT
IBEW LOCAL 1158 - PROSECUTOR'S OFFICE
&
COUNTY OF UNION

The County and IBEW Local 1158 supervisory employees in the Prosecutor's Office engaged in collective bargaining for an initial Labor Agreement between the parties to commence as of January 1, 2010. The County and the IBEW 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 IBEW and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the IBEW 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 IBEW 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.

August 6, 2013
Date

MEMORANDUM OF AGREEMENT

Agreement made this ^{7th} day of ~~May~~^{August}, 2013, by and between the County of Union (herein the "County") and IBEW (herein the "IBEW").

WHEREAS, the IBEW was certified as the bargaining representative for all regularly employed supervisory employees employed in the Union County Prosecutor's Office including those in the following titles: Unit Managers, Social Case Workers, Prosecutors Agents, Office Supervisors, Senior Forensic Chemists, Forensic Chemists, Forensic Scientists, Counselor Victim Witness Programs, Advocate Victim Witness Programs, Coordinator Victim Witness Programs, Assistant Chemists, Legal Analysts, Supervisor Data Machine Operators/Unit Manager, Secretary Assistant-Stenographer/Unit Manager, Supervisor of Accounts/Unit Manager, Administrative Clerk/Unit Manager, Legal Secretary, Principal Operator Auto Typewriter/Unit Manager, Principal Docket Clerk/Unit Manager, Clerk/Personnel Coordinator, Clerk/Unit Manager, and Principal Clerk-Word Processing Operator/Unit Manager; and

WHEREAS, the County and IBEW have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for an initial CBA; and

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

WHEREAS, the negotiating committees for the County and IBEW 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. Salaries

Wage Increase:

2010:	0%
2011:	0%
2012:	1%
2013:	2%
2014:	2%
2015:	2%

All wage increases shall be retroactive. The parties agree to meet within six (6) months following full ratification of this Agreement by both parties hereto to discuss salary ranges and titles.

2. Payroll

In order to maintain a bi-weekly basis for paycheck distribution, effective January 1, 2010, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

- 2010: Friday
- 2011: Monday
- 2012: Tuesday
- 2013: Wednesday
- 2014: Thursday

This cycle will continue every five (5) years. In the event the County determines to change the pay schedule to a bi-monthly schedule, the IBEW agrees that it will accept the change without dispute. Effective January 1, 2014, all pays will be direct deposit.

When the pay day occurs on a holiday, paychecks or direct deposits will be issued on the day prior to holiday.

3. Benefits

Section 1. Effective on ratification of this MOA by the parties, the following shall be implemented for all health plans:

	New Co-Pay
Retail Generic (30 day supply)	\$5.00

^{*} The parties recognize that members of this bargaining unit did not receive any salary increase in 2009 as well.

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

	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.

4. Health Benefit Buy Out: Waiver includes prescription coverage.
5. Retiree Health Benefits: Employees who were actively employed as of March 1, 2011, shall be entitled to full retiree health benefits. This benefit shall be equal to the benefit provided to exclusionary employees pursuant to Ordinance No. 716-11, attached hereto, subject to the following:
 - A. Retirees will be responsible for Chapter 78 co-pays if so required;
 - B. To be eligible for retiree health benefits through the County, employees must not have or be eligible for retiree health benefits through any other plan regardless of whether that alternate plan requires premium contributions; and

- C. The retiree plan will be for full retiree benefits and shall be equal to the current active County employee health plan design and is subject to change from time to time consistent with any change that may be made to the County plan design for its then current employees, including prescription coverage.
- 6. Lincoln's Birthday: In the event an employee is called in to work on Lincoln's Birthday, he or she will not only receive the holiday pay he or she would be entitled to but also will receive compensatory time at time and one half for all hours worked.

FOR IBEW

FOR THE UNION COUNTY

Elvera Fasano
 ELVERA FASANO
 PRESIDENT
 IBEW NEGOTIATING COMMITTEE

Alfred Erella
 ALFRED ERELLA
 COUNTY MANAGER

Beverly Hoptay
 BEVERLY HOPTAY
 VICE-PRESIDENT
 IBEW NEGOTIATING COMMITTEE

Matthew Dirado
 MATTHEW DIRADO, ESQ.
 DIRECTOR, ADMINISTRATIVE
 SERVICES



1/27/2011

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

ORDINANCE NUMBER: 716-2011
 DATE OF INTRODUCTION: Jan 27, 2011
 DATE OF ADOPTION: 2/10/2011

AN ORDINANCE TO AMEND THE LAWS OF UNION COUNTY: ADMINISTRATIVE CODE AND POLICIES AND GENERAL LEGISLATION: BY AMENDING CHAPTER 2, SECTION 26-8 ARTICLE V (RETIREE HEALTH INSURANCE BENEFITS) AND CHAPTER 2, SECTION 107, ARTICLE IV (FEES FOR RECREATION FACILITIES)

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Union that the "Laws of Union County" are hereby amended as outlined in the attached Schedule A:

CONTINUED...

(See attached)

Note: All text that is underlined is inserted/new language.
 All text that is ~~struck through~~ is deleted language.

NO SUFFICIENCY OF FUNDS REQUIRED
[Signature]
 1-26-2011

FREEHOLDER	INTRODUCTION							RECORD OF VOTE							FINAL ADOPTION						
	Aye	Nay	Abs	Pass	Ord.	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Ord.	Sec	NP						
CARTER	X							CARTER	X												
ESTRADA	X							ESTRADA	X												
HUDAK							X	HUDAK	X												
JALLOH	X							JALLOH	X												
KOWALSKI	X				X			KOWALSKI	X				X								
SULLIVAN	X							SULLIVAN	X					X							
WARD	X							WARD	X												
MIRABELLA VICE CHAIRMAN	X					X		MIRABELLA VICE CHAIRMAN							X						
SCANLON CHAIRMAN	X							SCANLON CHAIRMAN	X												

APPROVED AS TO FORM
[Signature]
 COUNTY ATTORNEY

I hereby certify the above is an original ordinance adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.
[Signature] CLERK

I hereby certify this is a true copy of a ordinance adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.
 _____ CLERK