

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 of Union County: Union  
2 Employee Organization: PBA/OBA-Street & Sales Number of Employees in Unit: 41  
3 Base Year Contract Term: 1/1/2013-12/31/2015  
4 New Contract Term: 1/1/2016-12/31/2017

**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  
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

- 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 (\$):							

*SEE MOA ATTACHED*

**SECTION VII: Medical Costs**

	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	\$	\$

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: MARK TRAUM  
Position/Title: LABOR RELATIONS COORDINATOR  
Signature:   
Date: November 15, 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](mailto: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 CHOSEN FREEHOLDERS**

**RESOLUTION:** 2016-98  
**JANUARY 21, 2016**  
**CHAIRMAN BRUCE H. BERGEN**



*WHEREAS*, the County of Union engaged in collective bargaining negotiations with PBA 108A--Sheriff Superior Officers, for a new Labor Agreement between the parties effective January 1, 2016 through December 31, 2017; and

*WHEREAS*, the County of Union and the negotiating committee for PBA 108A--Sheriff Superior Officers, reached a tentative agreement and ratified same on January 8, 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 Frecholders 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 108A--Sheriff Superior Officers.

Subject to Inclusion in the Budget 2016 and 2017 Budgets:  
 Approved as to Form:  
 Certifying as to an Original Resolution:  
 Certified as to a True Copy:

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 \_\_\_\_\_

✓ Vote Record		Yea/Aye	No/Nay	Abstain	Absent
	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Angel G. Estrada	<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"/>
	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bette Jane Kowalska	<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"/>
	Venell Wright	<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"/>
	Mohamed S. Jalloh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MEMORANDUM OF AGREEMENT**

**PBA108A-SHERIFF SUPERIORS**

**&**

**COUNTY OF UNION**

The County and PBA108A-Sheriff Superiors engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2015. The County and PBA108A-Sheriff Superiors 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 PBA108A-Sheriff Superiors and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the PBA108A-Sheriff Superiors Supervisors 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 PBA108A-Sheriff Superiors agree to the attached Two (2) 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, 2016

Date

## MEMORANDUM OF AGREEMENT

Agreement made this 8<sup>th</sup> day of January, 2016, 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, 2013 through December 31, 2015; 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 2013 through 2015 CNA between the County and PBA shall remain in full force and effect.
2. Article 2. Management Rights
  - Section 3. Add New Jersey Employer-Employee Relations Act.
3. Article 4. Salaries
  - Section 1. Salary increase shall be as follows:  
2016: 2% across the board  
2017: 2% across the board
4. Article 5. Pension and Welfare
  - Section 1. Modify to PFRS from PERS.

5. Article 6. Vacations

Section 2. Delete and re-number remaining paragraphs.

6. Article 9. Grievance Procedure

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

7. Article 10. 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. The value of these training days shall be added into each employee's base salary effective January 1, 2016 and shall be computed by multiplying 16 hours by the employee's overtime rate.

8. Article 26. Duration

January 1, 2016 through December 31, 2017.


FOR PBA LOCAL 108A

  
FRANK MILLER  
PRESIDENT

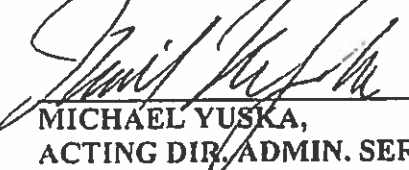
FOR THE UNION COUNTY  
SHERIFF'S OFFICE

  
JOSEPH RYAN  
SHERIFF

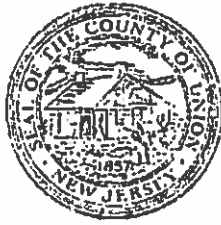
APPROVED AS TO FORM

  
KATHRYN V. HATFIELD, ESQ.

FOR THE COUNTY

  
MICHAEL YUSKA,  
ACTING DIR. ADMIN. SERVICES





**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. Angilista*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

✓ Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Sergio Ciranados	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Failed	Mohamed S. Jaleh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Bette Jane Kowalski	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Alexander Marabella	<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"/>



# 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 WRIGIT

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 Pelletiere, 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 18<sup>th</sup> 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 15<sup>th</sup> and 30<sup>th</sup> 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 <sup>th</sup> 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	91,336
2	88,525	90,295	92,101	531.35	94,485
3	92,163	94,006	95,886	553.19	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	100,980
2	102,521	104,572	106,663	615.36	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	111,944
2	113,728	116,003	118,323	682.63	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.