SUMMARY FORM

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

Section I: Agreement Det	etails	
Public Employer:	County of UNION COUNTY UNION	
Employee Organization	County of UNION County UNION Supervisors Association Employees in Unit 18	
Base Year Contract Term:	1/1/2008·/2/31/20/1 New Contract Term 1/1/2012 - /2/31/2015	
Type of Settlement:	☐ Mediated Settlement ☐ Fact-Finder Recommendation ☐ Voluntary Settlement ☐ Super Conciliation	
1-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		
	Column A Column B Base Year - Total Costs New Base Year - Total Costs	
	(Last Year of Previous agreement) (First Year of Successor agreement)	
Section II: Economic	1/1/2008-/2/31/2011 1/1/2012-12/31/2015	
	Salary	
	Increment SEE	
	Longevity SEE	
Item 4	MA YEE	
Item 5		
Item 6	NAmb 1707	
Item 7		
Item 9		
Item 10	The state of the s	
Item 11		
Item 12		
Any additional items list on separate s	e sheet Additional Items	

Section III: Totals - Sum of co	costs in each column	
	(Total) (Total)	
Section IV: Analysis of new succes	ccessor agreement NEW AGREEMENT ANALYSIS	
Total Base Year(previous agreement)	nti	
	SER MOA	
Effective Date (m/d/yyyy)		
Percent Increase		
Total cost of increase		
Total base salary (successor agreeme	ment)	
Section V: Impact of Settler	ement - average annual increase over term of agreement	
Percentage impact (average per year	er over term of agreement) ———————————————————————————————————	
Dollar impact (average per year over t	r term of agreement)	
Section VI		
Health Insurance (Indicate costs associ		
rreaim insurance (morcale costs associ	Sociated on each uneg Base Year Year 1	
Cost of Health Plan		
Employee Contributions		
Prescription	<u> </u>	
Dental		
Vision		
The undersigned certifies t	s that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punisment.	
Section VII		
Prepared by:	MARK TRAUM THE LABOR RELIA VIONS CONDINA	atal
	Print Name Date: 9/18 /2015	2100



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

10/8/2009

RESOLUTION NUMBER: 2009-93/

WHEREAS, the County of Union and the Union County Supervisors Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2007; and

WHEREAS, the County of Union and the Union County Supervisor Association negotiating committees reached a tentative agreement on September 24, 2009 and the Union ratified on September 25, 2009; and

WHEREAS, the County of Union now desires to confirm the understanding in the Memorandum of Agreement 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 the Union County Supervisors Association.

NO SUFFICIENCY OF FUNDS REQUIRED

10-6-09

							RE	COR	D OF VOTE							***************************************	
FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	N
ESTRADA	×								VAN BLAKE	1							
HOLMES	X			·					WARD	×							<u> </u>
KOWALSKI	X						火		SULLIVAN VICE-CHAIRMAN								
PROCTOR	J								MIRABELLA	 	 						X
SCANLON	Ż					X			CHAIRMAN	X				X			
APPROVED AS	A			I h	ereby eholde	certi	y this	s is	an original reso of Union on the	e afor	ement	ioned	by th date.			f Cha	
				I hereby certify this is a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.													
																CLERI	K

Conventus Labor Consulting,LLC

773 Clark Street Westfield, New Jersey 07090 908-967-2153

Joseph L. Salemme, M.L.E.R. Principal

Email:jsalemme@conventusllc.org

To:

George W. Devanney,

County Manager

From: Joseph L. Salemme

Labor Relations Consultant

Date:

September 29, 2009

Re:

Union County Supervisors Association

Collective Bargaining Agreement

January 1, 2008 through December 31, 2011

Please be advised that a tentative agreement (see attached) for a successor Collective Bargaining Agreement covering the period January 1, 2008 through December 31, 2011, was reached with the Union County Supervisors Association on September 24th, and the union ratified same on September 25th. Please schedule an Executive Session regarding this matter and place a proposed Resolution on the Freeholder Agenda for October 1, 2009.

Thank you.

Cc: M. Elizabeth Genievich, Deputy County Manager/Director, Department of Administrative Services Denise LaSpata, Director, Division of Personnel Management & Labor Relations Nicole L. DiRado, Clerk of the Board Robert E. Barry, County Counsel Lawrence M. Caroselli, Director, Department of Finance Joseph Graziano, Director, Department of Engineering.

Public Works & Facilities

MEMORANDUM OF AGREEMENT SUPERVISORS ASSOCIATION **COUNTY OF UNION**

The County and Supervisors Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2007. The County and Supervisors Association 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 Supervisors Association and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the Supervisors Association 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 Supervisors Association agree to the attached five (5) 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.

For Supervisors Association	For the County of Union
Ketalusocki	
Peter Wysoeki, President	
1h0020h	
Michael Tartamella	
Mela hel	
Michael DeMartino	Joseph Salem
Miles Duell.	Labor Relations Cons
Mark Tondi	
	ATTEST:
9/24/29	
/ Date/	Yoseph Graziano, Direc

Joseph Salemme Labor Relations Consultant

oseph Graziano, Director Department of Engineering. Public Works & Facilities

1. Duration (Article 23)

January 1, 2008 to December 31, 2011

2. Salaries (Article 7)

2008 - 0%

2009 - 3% (inclusive of Shift/Weekend Differential) + \$500.00
 Bonus(not on base) paid to Full-time members Jan. 2009.
 Salary Guides to be compressed to six steps effective upon ratification.

2010 - 0%

2011 - 3% (inclusive of Shift/Weekend Differential)

3. Health Insurance Benefits for Retirees (Article 16, Section 6)

Effective November 1, 2009, there shall be a health insurance plan for employees covered by the recognition clause of the Collective Bargaining Agreement, subject to the following terms and conditions:

- a) Eligibility: Employees must have been actively employed with the County of Union on the date the Memorandum of Agreement is approved by the Board of Chosen Freeholders and must retire on either a disability pension, or retire having reached the age of 55 and having 25 years or more of service with the County, or reach the age of 62 years or older with 15 years of service with the County. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have or are not eligible for health benefits from another source. Eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them. Dependents of employees eligible for benefits hereunder shall also be provided with coverage pursuant to the benefit insurance plan's rules.
- b) <u>Description</u>: This benefit shall consist of coverage under the CIGNA Open Access Plus Health Insurance Plan with the prescription component provided by MEDCO at 0-Co-pay Mail and 30% Co-pay Retail. Subject to the vested material rights of employees covered hereunder, the County reserves the right to change or modify the plan at any time so long as the modified plan provides substantially equivalent or better coverage to that in effect for the eligible members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates.

- c) <u>Future Employees:</u> Employees hired after the date of approval by the Board of Chosen Freeholders, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.
- d) <u>Cessation of Subsidy</u>: Upon implementation of retiree health benefits provided in a) and b) above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement.
- e) Health Benefit Buyout Option: Any retiree eligible to receive benefits or then receiving benefits as described above, with either Family or Husband/Wife coverage in any of the available health benefits plans, may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000.00 annually, to be paid in 26 installments over the next year. The \$5,000.00 sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

4. Health Benefits (Article 16)

Section 1 Drug Prescription Benefits

Effective November 1, 2009, Co-payments shall be as follows:

Retail:

\$20.00 co-pay per prescription for name brand where generic is available.

\$15.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$6.00 co-pay per prescription for generic.

Mail:

\$15.00 co-pay per prescription for name brand where generic is available.

\$10.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$5.00 co-pay per prescription for generic.

The above co-pays shall apply to both retail pharmacy purchases up to 30 day supply and a ninety (90) day supply through mail order.

The restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.

Drug Plan Utilization Modifications

- a) Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling)
- b) Preferred Drug Step Therapy (Generic or Preferred Name Brand first) Limited to PPI, SSRI and Intranaseal steroid drugs
- c) Clinical Intervention (Statement of medical necessity from MD)
 Limted to Anti-Narcoleptic Agents, Weight Loss and Antineoplastic Agents

Section 5 (Health Insurance Plan Modifications)

The following modifications shall be implemented:

- a) Effective November 1, 2009, the Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- b) Emergency Room co-pays shall be implemented for both Direct Access and PPO as follows:

Effective November 1, 2009 - \$25.00 per visit

c) Effective November 1, 2009, new employees (ie.: new to the County) shall contribute the following percentages of salary:

3% Family 2.5% H/W & P/C 2% Single

Employees promoted into the Supervisor's Association, shall maintain their current contribution rate inclusive of the increase specified in the Collective Bargaining Agreement from which they were promoted not to exceed:

2.5% Family 2% H/W & P/C 1.5% Single

- 5. Art. VII, Sec. 2, Para. 1, Add: Stipend (\$800.00) Certified Traffic Control Sprv. Limited to employees holding the title of Sprv. Traffic Maint.
- 6. Art. VII, Sec.2, All stipends, new and currently existing, shall be increased by \$75.00 effective 1/1/09 and by \$50.00 effective 1/1/11.
- 7. Art. VIII., Sec. 7., delete "applicable rate" and replace with "overtime rate of pay". Add: "One hour travel time shall be paid at the straight time rate, for all emergency call- ins if the actual work performed exceeds four hours".
- 8. Art. VIII., Sec. 8., Add: "Compensatory time may be replenished and banked providing that it does not exceed 40 hours at any time.
- 9. Retroactive Pay (Article 7, Section 7) Policy insert

The following criteria entitle employees to retroactive pay:

- Bargaining unit employees who retire during the year in which the contract is settled and ratified;
- Those employees who are on the active payroll at the time contract is settled;
- Employees who are on leaves of absence without pay who subsequently return to active service with the County are entitled to retroactive pay and benefits negotiated for that contract, exclusive of the period of leave without pay.

Bargaining Unit employees whose employment is terminated for any reason other than retirement under a State retirement system prior to the date this Agreement is ratified and approved by the Board of Chosen Freeholders shall not be entitled to retroactive negotiated pay increases.

10. Individual Retiree Health Benefit Contract (attached)

AGREEMENT

THIS AGREEMENT made this	day of, 2008, by and between the
County of Union (herein the "County") and	,(herein the
"Employee"), with the approval and consent	of Supervisor's Association (hereinafter the
"Union")	
WHEREAS, the County and Union a	re parties to a collective bargaining agreement

("CBA") covering the period January 1, 2008 through December 31, 2011; and

WHEREAS, the Employee is a member of the Union bargaining unit covered by the CBA; and

WHEREAS, in order to obtain the agreement to enter into the CBA, the Union agreed to a zero percent increase to base pay for calendar years 2008 and 2010 and other agreements as more particularly set forth in the Memorandum of Agreement dated _______, 2009, attached hereto as Appendix A (herein the "Memorandum"); and

WHEREAS, the Union and Employee only agreed to said zero percent increases based upon the assurances from the County and the Union that the retiree health insurance benefits set forth in the Memorandum were fully vested and would not be subsequently eliminated, modified or otherwise limited, except in accordance with the terms of said Memorandum; and

WHEREAS, all parties hereto acknowledge that the Employee has relied to his or her detriment upon the aforesaid assurances and that the elimination, modification or other limitation upon the bargained-for retiree health insurance benefits, except in accordance with the terms and conditions of the Memorandum, would constitute immediate, irreparable and substantial harm to the Employee and his/her dependents; and

WHEREAS, the County and Union agree that the development of the guarantees set forth in this Agreement were bargained for in good faith within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (herein the "Act");

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

WITNESSETH:

- 1. The County and the Union agree that the retiree health insurance benefits set forth in the Memorandum will not be changed except in accordance with the terms and conditions of the Memorandum.
- 2. The County and the Union agree that the retiree health insurance benefits set forth in the Memorandum may only be changed as to the Employee and his/her eligible dependents with the written consent of the Employee.
- 3. The County and the Union agree that any future collective bargaining agreement, sidebar agreement or other agreement or contract into which they may enter, whether written or oral, will be subject to the terms and conditions of this Agreement and the Memorandum of Agreement and that any provision of such future agreement which purports to change any terms or conditions of this Agreement shall be unenforceable as against the Employee and his/her dependents unless the Employee provides his/her written consent for such change(s).
- 4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent of all such parties that this Agreement be fully enforceable according to its plain language which

all parties agree is to be construed in favor of the Employee and against the County and the Union.

- 5. This Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey without giving effect to its conflicts of law rules.
- 6. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the Employee's heirs and the executor of his/her estate, also are bound. This Agreement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.
- 7. This Agreement embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Agreement may not be modified except by written instrument executed by all the parties hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE THE PARTIES HER	ETO SET THEIR HANDS THIS DAY O
, 2009.	
COUNTY OF UNION	
By:	
George W. Devanney	
County Manager	ATTEST
Supervisor's Association	
Ву:	
Peter Wysocki President	
Fiesident	ATTEST
Employee Signature	
, Employee	
Print Name	ATTEST



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2014-1008 DECEMBER 11, 2014

CHAIRMAN CHRISTOPHER HUDAK

WHEREAS, the County of Union engaged in collective bargaining negotiations with Supervisors Association, for a new Labor Agreement between the parties effective January 1, 2012 through December 31, 2015 to replace the current Agreement which expired on December 31, 2011, and

WHEREAS, the County of Union and the negotiating committee for the Supervisors Association, reached a tentative agreement on December 3, 2014 and ratified the same day, 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 Supervisors Association

Sufficiency of Funds Authorized 2014 Budget, Subject to Inclusion in the 2015 Budget

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

Vote Record	THE ME IS A STATE OF THE STATE	TIT	Yes/Ave	No/Nay	Abstain	Absent
	11 12		- B			
	Bruce 11 Bergen					0
	Linda Carter					
	Angel G Estrada	- +	- 3 -			
	Sergio Granados		—-≒—-			
	Bette Jane Kowalski	m				
□ Withdriwn	Alexander Mirabella	——- // c/+				
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	Mohamed S. Jalloh Christopher Hudak		~~~~~~		0	0

MEMORANDUM OF AGREEMENT SUPERVISORS ASSOCIATION

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COUNTY OF UNION

The County and Supversiors Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2011 The County and Supervisors Association 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 Supervisors Association and is now subject to the approval of the Union County Board of Chosen Freeholders The Bargaining Committee of the Supervisors Association 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 Supervisors Association 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

December 3, 2014 Date

MEMORANDUM OF AGREEMENT

Agreement made this 3^{RD} day of December 2014, by and between the County of Union (herein the "County") and Supervisors Association (herein the "Association")

WHEREAS, the County and Association are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2008 through December 31, 2011, and

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

WHEREAS, the negotiating committees for the County and Association 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 2008 through 2011 CNA between the County and Association shall remain in full force and effect
- ZermJanuary 1, 2012 through December 31, 2015
- 3 <u>Salaries</u>

See attached salary guide

4 Payroll

In order to maintain a bi-weekly basis for paycheck distribution, effective January 1, 2012, 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

2015: Friday

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 Association agrees that it will accept the change without dispute. In addition, in the event the County implements mandatory direct deposit in 2015, the Association agrees that it will accept this change without dispute

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

- Sick Leave Establish a sick leave incentive program. If an employee does not use any sick time during each quarter, he/she will be entitled to a payment of \$250 or 1 compensatory day.
- 6 Hours of Work. Include two (2) ten minute breaks in Section 1
- Hours of Work. Add new language governing the use of time off after storms. Employees can use sick, vacation or personal time without notice following at least 24 hours of consecutive work due to a storm as long as the emergency conditions have subsided. The use of sick, vacation or personal time for this purpose will not count towards discipline or be used in determining eligibility for the sick leave incentive program.

8 Benefits

Section 1 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

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

nule of HIAA
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.

9. Benefits Section 5

Modify to add prescription coverage to health benefit buyout option

10 Clothing and Education Section 1.

Add new language providing for a stipend of \$100 00 for a second pair of boots annually for all Supervisors.

11. Portal to Portal Use of Vehicles

Supervisors who reside in the County shall be permitted the use of a County vehicle for portal-to-portal use only. The County's current policies regarding the use of portal-to-portal vehicles shall apply at all times.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 322

DAY OF DECEMBER __, 2014

FOR SUPERVISORS ASSOCIATION

FOR THE UNION COUNTY

PETE WYSOCKI

PRESIDENT

NORMAN ALBERT, ESQ.

COUNTY MANAGER

DIRECTOR, ADMINISTRATIVE

SERVICES

Union County Supervisors Association 2012-2015 Ranges

Yard Supervisor	Supervisor Traffic Maintenance
Road Repairer Supervisor	Supervisor Mosquito Extermination
Sewer Repairer Supervisor	Supervisor Building Service
	Supervising Bridge Repairer

Step	2012	2013	2014	2015
1	57,378	57,378	57,378	57,378
2	58,449	58,449	58,449	58,449
3	59,520	59,520	59,520	59,520
4	60,494	60,494	60,494	60,494
5	62,057	62,057	62,057	62,057
6	64,084	65,770	67,653	68,965

Supervising Carpenter	Supervising Maintenance Repairer
Supervising Electrician	Supervising Plumber
Supervising HVAC Mechanic	Tree Maintenance Supervisor

Step	2012	2013	2014	2015
1	62,433	62,433	62,433	62,433
2	63,412	63,412	63,412	63,412
3	64,701	64,701	64,701	64,701
4	65,990	65,990	65,990	65,990
5	67,279	67,279	67,279	67,279
6	68,568	68,568	68,568	68,568