

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:

2 Employee Organization: Number of Employees in Unit:

3 Base Year Contract Term:

4 New Contract Term:

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

<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>

Sum of "Other" Costs Listed in Line 12. \$

13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$

SEE MOA ATTACHED

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

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"/>

SEE MOA ATTACHED

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
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
25	Totals (\$):	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

SEE MOA ATTACHED

SECTION VII: Medical Costs

Insurance Costs

		Base Year	Year 1
26	Health Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
27	Prescription Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
28	Dental Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
29	Vision Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
30	Total Cost of Insurance	\$ <input type="text"/>	\$ <input type="text"/>

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: Vanessa Figueiredo
Position/Title: Labor Relations Coordinator
Signature: *Vanessa Figueiredo*
Date: 12/7/2022

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
Phone: 609-292-9898

Revised 8/2016



UNION COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION: 2021-1006

DECEMBER 16, 2021

CHAIRMAN ALEXANDER MIRABELLA

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 73A County Police Superior Officers for the period of January 1, 2022 through December 31, 2024; and

WHEREAS, the County of Union and the negotiating committee for PBA 73A County Police Superior Officers, reached a tentative agreement on December 6, 2021 and the Union ratified the agreement on the same date. 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:

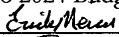
NOW, THEREFORE, BE IT RESOLVED by the Union County Board of County Commissioners that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with PBA 73A County Police Superior Officers.


Sufficiency of Funds Authorized ; Subject to Inclusion in the 2022 to 2024 Budgets:


Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:







✓ Vote Record - Resolution 15155		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Withdrawn	Angela R. Garretson	<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 Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Lourdes M. Leon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Kimberly Palmieri-Mouded	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Andrea Staten	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Rebecca Lynne Williams	<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"/>



COUNTY OF UNION

**To: Edward Oatman,
County Manager**

**From: Laura M. Scutari
Director, Department of Administrative Services**

Date: December 13, 2021

**Re: PBA73A-County Police Superior Officers
Collective Bargaining Agreement
January 1, 2022 through December 31, 2024**

Please be advised that a tentative agreement (attached) was reached with PBA73A-County Police Superior Officers on December 6, 2021 and the union ratified the agreement on December 6, 2021. Please place a Resolution authorizing this agreement on the Commissioners Agenda for December 16, 2021.

Thank you.

Laura M. Scutari, Director,
Department Administrative Services

**Cc: Claudia Martins, Director, Division of Personnel
James Pelletiere, Clerk of the Board
Bruce H. Bergen, County Counsel
Bibi Taylor, Director, Department of Finance
Andrew Moran, Director, Public Safety
Chris Debbie, Chief, Division of Police
Kathryn Hatfield, Esq., Hatfield Schwartz LLC
James Mets, Esq., Mets, Schiro & McGovern, LLP**

MEMORANDUM OF AGREEMENT
PBA73A-COUNTY POLICE SUPERIORS
&
COUNTY OF UNION

The County and PBA73A-County Police Superiors engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which is expiring on December 31, 2021. The County and PBA73A-County Police 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 PBA73A-County Police Superiors and is now subject to the approval of the Union County Board of Chosen Commissioners. The Bargaining Committee of PBA73A-County Police Superiors 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 Commissioners.

Therefore, the County and PBA73A-County Police Superiors 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 6, 2021
Date

MEMORANDUM OF AGREEMENT

Agreement made this 6 day of December 2021, by and between the County of Union (herein the "County") and Patrolmen's Benevolent Association, Local 73A (herein the "PBA 73A").

WHEREAS, the County and PBA 73A are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2021 through December 31, 2021; and

WHEREAS, the County and PBA 73A 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 73A have reached agreement on new terms and conditions subject to ratification by the membership of PBA 73A and approval by the Commissioners of the County; and

WHEREAS, the negotiating committees for the County and PBA 73A 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 2021 CNA between the County and PBA 73A shall remain in full force and effect.

2. **Article 23, Duration**

January 1, 2022 through December 31, 2024

3. **Article 4, Salaries**

Section 1. Wage Increase

2022	-	2% across the board
2023	-	2% across the board
2024	-	2% across the board

Amend salary guide.

For 2021 only, employees shall receive a check, to be paid before January 1, 2022, for the difference between what the employee paid in Chapter 78 premium contributions and what the employee would have paid if those contributions were based on 1.5% of salary.

4. **Article 6, Vacations**

Section 1: Replace paragraph (b) as follows:

Effective January 1, 2022, employees will be entitled to the following vacation following the first calendar year of employment:

Four/Four Work Schedule

- 1 to 8 years -- 12 workdays
- 8 to 10 years -- 13 workdays
- 10 to 15 years -- 16 workdays
- 15 to 20 years -- 18 workdays
- 20 to 25 years -- 20 workdays
- 25 or more years -- 27 workdays

Four/Three Work Schedule

- 1 to 8 years -- 15 workdays
- 8 to 10 years -- 16 workdays
- 10 to 15 years -- 18 workdays
- 20 to 25 years -- 20 workdays
- 20 to 25 years -- 24 workdays
- 25 or more years -- 31 workdays

Delete paragraph (d) and replace with "Vacation time shall be deducted a day for a day.
A day shall be based on a work day."

5. **Article 8, Sick Leave**

1. Effective 1/1/22, Section 3 shall be modified as follows:

a. Subsection (a): Change 8 hours to 1 workday and 4 hours to ½ workday.

b. Subsection (b): Change 8 hours to 1 workday and 120 hours to 15 workdays.

c. Subsection (c), replace with: As of 1/1/22, a day of sick time will be based on the number of hours in an officer's shift. (12 hour day = 180 hours or 15 days; 10.5 hour day = 157.5 hours or 15 days). If an officer is transferred from the four/four to the four/three work schedule or vice versa, for a period of 6 months or less, he shall not have his sick time adjusted. If he is transferred for more than 6 months, it shall be adjusted.

d. New Subsection (g), add: All sick time accumulated prior to 1/1/22 shall be converted to days by dividing the officer's banked hours by 10.75 if on the four and four work schedule and 9.25 hours if on the four and three work schedule. For example, an officer on the four and four work schedule who has 135 hours banked will be converted to 13 days (rounded up from 12.6 days).

6. **Article 20, Insurance, Section 3**

Effective January 1, 2022, Chapter 78 contributions shall be based on the 2019 premium levels during the term of this contract. Employees shall not be entitled to any retroactive monies if there is a reduction in contribution amounts.

7. **Article 22, Miscellaneous**

Add Section on Officer in Charge as follows:

An officer who is designated Officer in Charge due to the office of the Chief being vacant, shall be entitled to a 5% differential for the period when acting as Officer in Charge. The differential shall be measured from the highest Captain's salary.

8. **Reopener**

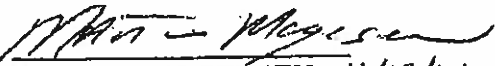
In the event the County agrees with another collective negotiations unit to provide for paid retiree health benefits for employees who otherwise are not eligible for paid retiree health benefits, the County agrees to re-open the 2022-2024 collective negotiations agreement to permit bargaining over this issue only.

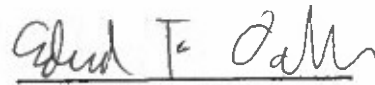
WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 06

DAY OF DECEMBER , 2021

FOR PBA 73A

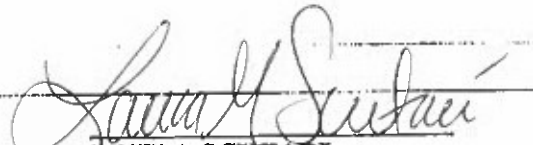
FOR THE UNION COUNTY


MARTIN MOGENSEN 12/08/21
PRESIDENT


EDWARD OATMAN
COUNTY MANAGER

APPROVED AS TO FORM:


KATHRYN V. HATFIELD, ESQ.


LAURA SCUTARI
DIRECTOR, ADMINISTRATIVE
SERVICES