New Jersey Public Employment Relations Commission

NON-POLICE AND FIRE

COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

rille t	r e							
	SECTION I: Parties	and Term of Contr	acts		_			
1	Public Employer: County of Union			County: Union				
2	Employee Organizatio	Assistant Prose	ecutor Assoc	Number of Empl	oyees in Unit: 64			
3	Base Year Contract Te	1/1/2012 12/	-	New Contract Te	1/1/2015 12/3	1/2017		
	SECTION II: Type of	Contract Settlem	ent (please che	ck only one)				
4		tled without neutral						
5	Contract sett	led with assistance of	of mediator					
6		led with assistance of						
								
7		led with assistance of	,					
8	If contract was settled	l in fact-finding, did i	the fact-finder iss	ue a report with rec	commendations?			
	Yes No			246	_			
	SECTION III: Salary	Base		SIE 1	MOA AHI	ached		
	W		•	expired or expiring	agreement. This is	the base cost from which		
	the parties negotiate	the salary increases.						
9	Salary Costs in Base Yo	ear	\$					
10	Longevity Costs in Bas	ie Year	\$					
11	Total Salary Base		\$					
	SECTION IV: Salary	Increases for Each	h Year of New A	greement*				
		Year 1	Year 2	Year 3	Year 4	Year 5		
12	Effective Date							
13	(month/day/year) Cost of Salary							
13	Increments (\$)]						
14	Salary Increase Above							
	Increments (\$)			_	_			
15	Longevity Increase (\$)							
16	Total \$ Increase							
	(sum of lines 13-15)							
17	New Salary Base (\$)							
18	Percentage increase over prior year	%		%	%	%		
	*If contract duration i	is longer than five νε	ears, please add a	n additional page.				

mple	Oyer: County of Union		Emplo	yee Organization	Assistant Pro	secutors Associ	ation Page 2
	SECTION V: Increa				lewly Added Ec	onomic Items*	A AHACAR
19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
20	Totals(\$): *If contract duration	is longer than fi	ve years, please o	add an additional	page.		
	SECTION VI: Medi	cal Costs	SRR 1	MOA A	HACK F	ED	
21	Health Plan Cost			\$	\$		
22	Prescription Plan Cos	st		\$	\$		
23	Dental Plan Cost			\$	\$		
24	Vision Plan Cost			\$	\$		
25	Total Cost of Insuran	ce		\$, s		
26	Employee Insurance	Contributions		\$	<u> </u>		

Page 2 of 3 (complete all pages)

Employee Contributions as % of Total Insurance Cost

27

Employ	yer: County of U	nion	Employee Organiza	tion: Assistan	t Prosecutors Association	Page 3
Sectio	n VI: Medical Co	osts (continued)	SEE	MOA	AHACKED	
28	Identify any in	surance changes that were in	ncluded in this CNA.			
29		Certification and Signature ed certifies that the foregoi	ng figures are true:			
	Print Name: Position/Title: Signature: Date:	Mark Traum Labor Relations Coordin April 1,	2018			

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 Chosen Freeholders

RESOLUTION 20/6-33 APRIL 14, 2016

CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with Assistant Prosecutor's Association, Prosecutor's Office, effective January 1, 2015 through December 31, 2017; and

WHEREAS, the County of Union and the negotiating committee for Assistant Prosecutor's Association, Prosecutor's Office, reached a tentative agreement and ratified same on March 4, 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 Assistant Prosecutor's Association, Prosecutor's Office.

Sufficiency of Funds Authorized 2015 Budget; Subject to Inclusion in the 2016 and 2017 Budgets.

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

✓ Vote Record - Resolution RES-2016-3.	15 90 -00 -00	gu .		Τ .	200	HT
		j .	Yes/Aye	No/Nay	Abstain	Absent
	Bruce H. Bergen	1	38			
بيايدا	Angel G. Estrada	Î l	R)			
Adopted	Sergio Granados		Ø		0	
Adopted as Amended	Christopher Hudak		2			
Defeated	Bette Jane Kowalski	\mathbb{Z}	Ø			
☐ Tabled ☐ Withdrawn	Alexander Mirabella	77	2			
O windawi	Vernell Wright	1′′′	प्रे			
	Linda Carter		Ø			
	Mohamed S. Jalloh		,120			

MEMORANDUM OF AGREEMENT PROSECUTOR'S

ASSISTANT PROSECUTOR'S ASSOCIATION

&

COUNTY OF UNION

The County and Assistant Prosecutor's Association 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 Assistant Prosecutor's 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 Assistant Prosecutor's Association and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Assistant Prosecutor's 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 Assistant Prosecutor's 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.

March 4, 2016 Date

MEMORANDUM OF AGREEMENT

Agreement made this <u>iO</u> day of March 2016, by and between the County of Union and Union County Prosecutor's Office (herein, collectively, the "County") and Assistant Prosecutor's Association (herein the "Association").

WHEREAS, the County and Association are parties to a collective bargaining agreement ("CBA") covering the period January 1, 2013 through December 31, 2014; 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 CBA; 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 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. Except as herein modified, the terms and conditions set forth in the 2013 through 2014 CBA between the County and Association shall remain in full force and effect.

2. Article 11. Salaries

A. General Wage Increase:

There shall be general across the board wage increases applicable to all employees covered by this agreement, except those having reached the maximum salary as defined herein,

Effective January 1, 2015: 0% Effective January 1, 2016: 2% Effective January 1, 2017: 2%

B. Annual Increments:

Effective January 1, 2015, the system of Annual Increments, outlined in Article II, Section 1, Part B-2 of the 2006-2010 Collective Bargaining Agreement between the parties shall be amended so that Assistant Prosecutors in the following salary ranges shall be entitled to annual increments following the first year of employment as follows:

\$50,000-\$100,000: \$3000.00 \$100,001-\$125,000: \$2000.00 \$125,001+: \$1000.00

3. Article 15. Health Insurance

Section 1. Drug Prescription Plan: Modify to state:

The prescription network known as "Prime Therapeutics" will be maintained. Drug Plan Utilization Modifications shall include:

- Enhanced concurrent drug utilization review (refill too soon/stockpiling)
- Preferred drug step therapy (generic or preferred name brand first) limited to PPI, SSR.I and Intranaseal steroid drugs
- Clinical intervention (statement of medical necessity from MD) limited to anti-narcoleptic agents, weight loss and anti-neoplastic agents

Section 4. Health Insurance. Modify to state:

Effective January 1, 2016, the emergency room co-pay shall be \$25.00 per visit for both Direct Access and PPO.

Add: 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 10. Retirement Health Benefits: Modify to state:

Effective April 1, 2017, employees who receive fully paid retirement benefits under the 2006-2010 collective negotiations agreement 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 subject to a \$1,500 maximum out-of-pocket for an individual and a \$3,000 maximum out-of-pocket for a family. The changes to Retirement Health Benefits, as outlined in this section, shall apply only to those Assistant Prosecutors retiring on or after April 1, 2017 and they shall not impact Retiree Health Benefits for those Assistant Prosecutors retiring prior to April 1, 2017

4. <u>Side Bar Agreement Regarding Cell Phones</u>: Delete side bar and insert new provision under Article 20, Attorney Expenses, as follows:

It is the policy of the Office that Assistant Prosecutors be available via cell phone on a 24 hour/7 day a week basis. Previously, Assistant Prosecutors assigned to any unit other than the Appellate Unit, Domestic Violence Unit or Juvenile Unit, were provided with the option of receiving an office cell phone or using his/her personal cell phone. Assistant Prosecutors electing to utilize his/her personal cell phone were provided with a stipend of \$25.00 per month. Effective at the signing of this Memorandum of Agreement, Assistant Prosecutors who are receiving either the office provided cell phone or the stipend will continue to receive this benefit. Employees who do not currently receive either an office provided cell phone or a stipend shall have their eligibility for this benefit reviewed and determined by the Prosecutor regardless of assignment.

Re-Opener: The parties agree that in the event bail reform causes significant disruptions 5. to Assistant Prosecutors' normal work schedule, the parties will meet to negotiate the impact of bail reform on the work schedule.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 10 =

DAY OF MARCH 2016

FOR ASSISTANT PROSECUTORS

ASSOCIATION

PETER DEROSE PRESIDENT

SHAWN BARNES VICE-PRESIDENT

APPROVED AS TO FORM

KATHRYN V. HATFIELD

LABOR COUNSEL

FOR UNION COUNTY PROSECUTOR'S OFFICE

GRACE PARK

ACTING PROSECUTOR

FOR UNION COUNTY

FRED FAELLA **DUNTY MANAGER**

MICHAEL YUSKA

ACTING DIRECTOR,

ADMINISTRATÍVÉ SERVICES



Union County Board of Chosen Freeholders

RESOLUTION: 2015-140

FEBRUARY 19, 2015

CHAIRMAN MOHAMED S. JALLOH

WHEREAS, the County of Union engaged in collective bargaining negotiations with the Assistant Prosecutor's Association, for a new Labor Agreement between the parties effective January 1, 2013 through December 31, 2014 to replace the current Agreement which expired on December 31, 2012; and

WHEREAS, the County of Union and the negotiating committee for the Assistant Prosecutor's Association, reached a tentative agreement on January 15, 2015; 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 Assistant Prosecutor's Association.

Sufficiency of Funds Authorized: Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

🗹 Vote Record - Resolution \$768 📡 .	CHEROKE WAS A SUR	1	and the state of the state of			24/2
			Yes/Ayc	No/Nay	Abstain	Absent
	Bruce 11. Bergen				0	4
É Adontest	Linda Carter	4	D7_			
Adopted Adopted as Amended	Angel G. Estrada	m	(2)			0
D Defeated	Sergio Granados		3		0	0
□ Tabled	Bette Jane Kowalski				0	10
Withdrawn	Alexander Mirabella				0	
	Vernell Waght					
	Muhamed 5 Jalloh		G			D
	Christopher Hudak		0		0	Ø

MEMORANDUM OF AGREEMENT

Agreement made this 15 day of January 2015, by and between the County of Union and Union County Prosecutor's Office (herein, collectively, the "County") and Assistant Prosecutor's Association (herein the "Association").

WHEREAS, the County and Association are parties to a collective bargaining agreement ("CBA") covering the period January 1, 2011 through December 31, 2012; 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 CBA; 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 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:

- Except as herein modified, the terms and conditions set forth in the 2011 through 2012

 CBA between the County and Association shall-remain in full force and effect
- 2. Anicle 11. Salaries

General Wage Increase:

2013: 2% inclusive of increments received by bargaining unit members 2014: 2% inclusive of increments received by bargaining unit members

The manner in which the remaining monies will be distributed will be determined by the bargaining unit.

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WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS

154

DAY OF JANUARY 2015

FOR ASSISTANT PROSECUTORS

ASSOCIATION ->

PETER DEROSE PRESIDENT

SHAWN BARNES VICE-PRESIDENT FOR UNION COUNTY PROSECUTOR'S OFFICE

GRACE PARK ACTING PROSECUTOR

FOR UNION COUNTY

ALFRED FAELLA COUNTY MANAGER

NORMAN ALBERT, ESQ. DIRECTOR, ADMINISTRATIVE SERVICES

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Page: 3 01/23/2015,12:37:00PM