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: Poanty OF UNION County: UNION
2	Employee Organization: PBAZSO-DETWINY Number of Employees in Unit: 53
3	Base Year Contract Term: 1/1/2013 - 12/31/2014
4	New Contract Term: 1/1/2015 - 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
	No seriode was seriod in interest Arbitration, and the Arbitration issue an Award?
	SECTION III: Base Salary Calculation SEE MOA AHACKED
	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
	<u>§</u>
	Sum of "Other" Costs Listed in Line 12.
13	Total Base Salary Cost: (sum of lines 10, 11, 12):

Emp	loyer: Coanty OF	UNION	Emplo	yee Organizat	ion: PBAZS	6 DEIRCTIN	E LLVY. Page 2
14	SECTION IV: Increase Total Base Salary Cost f		ry Cost (for a	each year of N	Slew CNA)	RE M	DOA Attack
	Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15	Effective Date (month/day/year)						
16	Cost of Salary Increments (\$)						
17	Salary Increase Above Increments (\$)						
18	Longevity Increase (\$)						
19	Total Increased Cost for "Other" Items (\$)						
20	Total Increase (\$) (sum of lines 16-19)						
	SECTION V: Average	Increase Ove	r Term of Ne	ew CNA &	BER 1	MOA A	HACKES
21	Dollar Increase Over Life	e of Contract	\$	[Take si	ım of all amou	nts listed on Li	ne 20 above]
22	Percentage Increase Ov	er Life of Cont	ract	% [Divide	amount on Lin	e 21 by amour	nt on Line 14]
23	Average Percentage Inc	rease Per Year		% [Divide the cor	-	Line 22 by nui	mber of years of

30

Total Cost of Insurance

Employee Organization: P89250 De RecTire y TW. Page 3

SECTION VI: Other Economic Items Outside Base Salary and Increases

					←in	ıcreases→		
24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
25	Totals (\$):							
	SECTION VII:	: Medical Cost		Si	EE.	MOA	AHA	CRES
	Insurance Cos			Base Ye	ar Year:	1		
26	Health Plan Co			\$	\$	<u> </u>		
27	Prescription P	lan Cost		\$	\$			
28	Dental Plan Co	ost		\$	\$			
29	Vision Plan Co	st		Ś	_			

Page 3 of 4 (complete all pages)

Emplo	oyer: Coanty OF UNION Employee Organization: PRASO DETECTIVE/W. Page 4
	ION VII: Medical Costs (continued) SEE MOA AHACRE
31 32	Employee Insurance Contributions \$ \$ \$ \$ \$ \$ \$ \$ \$ Contributions as % of Total Insurance Cost % %
33	Identify any insurance changes that were included in this CNA.
34	SECTION VIII: Certification and Signature The undersigned certifies that the foregoing figures are true:
	Print Name: MARK TRAUM Position/Title: LABB RELATIONS COORD Nation
	Date: Agriculus 28, 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
	NJ Public Employment Relations Commission Conciliation and Arbitration PO Box 429 Trenton, NJ 08625

Revised 8/2016

Phone: 609-292-9898



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2016 268

MARCH 31, 2016

CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 250--Prosecutor's Detectives & Investigators Association effective January 1, 2015 through December 31, 2017; and

WHEREAS, the County of Union and the negotiating committee for PBA 250-Prosecutor's Detectives & Investigators Association, reached a tentative agreement and ratified same on February 11, 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 PBA 250--Prosecutor's Detectives & Investigators Association.

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:

		Yes/Aye	No/Nay	Abstain	Absent
t	Bruce H. Bergen	1 0,			
I	Angel G. Estrada	<i>₫,</i>			
Adopted	Sergio Granados	CY,	0		
Adopted 2s Amended	Christopher Hudak	Œ,	0		D
2 Defeated	Bette Jane Kowalski	₩,			
l Tabled	Alexander Mirabella	0/		0	
Withdrawn	Vernell Wright	1		0	07
	Linda Certer	0/			C C
	Mohamed S. Jalloh	T C			

MEMORANDUM OF AGREEMENT

PROSECUTOR'S

PBA250-DETECTIVES & INVESTIGATORS ASSOCIATION

&

COUNTY OF UNION

The County and PBA250-Prosecutor's Detectives & Investigators 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 PBA250-Prosecutor's Detectives & Investigators 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 PBA250-Prosecutor's Detectives & Investigators Association and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of PBA250-Prosecutor's Detectives & Investigators 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 PBA250-Prosecutor's Detectives & Investigators Association agree to the attached ten (10) 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.

February 11, 2016
Date

MEMORANDUM OF AGREEMENT

Agreement made this 8th day of FEREVALY 2016 by and between the County of Union and the Union County Prosecutor (herein the Employer'') and PBA Local 250 (herein the "PBA"):

WHEREAS, the Employer and the PBA are parties to a Collective Negotiations

Agreement (herein "CNA") covering the period from January 1, 2013 to December 31, 2014;

and

WHEREAS, the Employer and the PBA have engaged in good faith negotiations for a successor contract that has resulted in an agreement between the negotiating committees subject to ratification by the PBA membership and approval by the Employer's governing body:

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

- 1. Except as herein modified, the terms and conditions of the 2013-2014 CNA shall remain in full force and effect.
- 2. GENERAL: Amend all dates to conform to new contract term.

3. ARTICLE XI, PERSONAL, BUSINESS AND RELIGIOUS LEAVE

Section 5 (New): Detectives shall also be granted leaves pursuant to N.J.S.A. 38:23-2 (See attached).

4. <u>ARTICLE XVI, HEALTH BENEFITS</u>

Effective as soon as practicable after the ratification of this agreement, the County may implement two (2) additional plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. All employees hired on or after March 1, 2016 will be required to choose one of these two plans during the first three (3) years of

PBA250 012816 MOA

employment. Following the completion of three (3) years of employment, the employee will have the option to buy-up to 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.

5. ARTICLE XIX, OVERTIME

Detectives shall be permitted to accrue up to 125 hours of compensatory time during the calendar year. A Detective shall only be allowed to carry-over 125 compensatory time hours from one year to the next.

6. ARTICLE XXIII, SALARIES

Section 1

Effective and retroactive to January 1, 2015
 1.5% to top and SOP

2. Effective January 1, 2016

2.0% ATB

3. Effective January 1, 2017

2.0% ATB

In addition, all employees shall receive their step increment, if applicable.

Section 3 Delete

Section 4 If the County implements mandatory direct deposit, the PBA agrees that it will accept this change without dispute.

7. ARTICLE XXXII, DURATION

January 1, 2015 through December 31, 2017

8. SCHEDULE A

Adjust for raises in Article XXIII. See attached.

PBA250 012816 MOA

9. CONTRACTUAL LEAVE TIME

All contractual leave time can be used in increments of 1 hour or more.

10. Stand By Compensation

Delete Section 1.

- 11. All other TAs incorporated into contract.
- 12. The attached settlement for Detectives Donovan and DeBiase shall be incorporated into the successor collective negotiations agreement.
- 13. All proposals of the parties not addressed herein are deemed withdrawn
- 14. The negotiating committees for each of the parties agree to recommend this agreement to their respective constituents.

FOR PBA LOCAL 250

EDWARD HENDERSON, PRESIDENT

FOR THE UNION COUNTY
OFFICE OF THE PROSECUTOR

GRACE H. PARK, PROSECUTOR

APPROVED AS TO FOLM:

COUNTY AHONDEY

		1.5% to top	2.00%	2.00%
	2014	Jan-15	Jan-16	Jan-17
Minimum	\$ 46,840	\$ 46,840	\$ 47,777	\$ 48,732
Step 1	\$ 56,731	\$ 56,731	\$ 57,865	\$ 59,023
Step 2	\$ 62,058	\$ 62,058	\$ 63,299	\$ 64,565
Step 3	\$ 68,145	\$ 68,145	\$ 69,508	\$ 70,898
Step 4	\$ 74,232	\$ 74,232	\$ 75,716	\$ 77,230
Step 5	\$ 81,842	\$ 81,842	\$ 83,479	\$ 85,149
Step 6	\$ 84,884	\$ 84,884	\$ 86,582	\$ 88,314
Step 7	\$ 87,929	\$ 87,929	\$ 89,687	\$ 91,481
Step 8	\$ 89,451	\$ 89,451	\$ 91,240	\$ 93,065
Step 9	\$ 94,595	\$ 94,595	\$ 96,487	\$ 98,417
Step 10	\$ 100,206	\$ 101,709	\$ 103,743	\$ 105,818

				1
SOP 15y	\$ 2,575	\$ 2,575	\$ 2,575	\$ 2,575
		1.50%	2.00%	2.00%
SOP 20y	\$ 3,155	\$ 3,202	\$ 3,266	\$ 3,332

38:23-2. Leave of absence for State or national conventions

The head of every public department and of every court of this State, every superintendent or foreman on the public works of this State, the heads of the county offices of the several counties and the head of every department, bureau and office in the government of the various municipalities, shall give a leave of absence with pay to every person in the service of the State, county or municipality who is a duly authorized representative of the Grand Army of the Republic, United Spanish-American War Veterans, Disabled American Veterans, Disabled American Veterans' Auxiliary, Veterans of Foreign Wars, Ladies Auxiliaries of Veterans of Foreign Wars, Ladies Auxiliary, Veterans of World War I of the U.S.A., American Gold Star Mothers, Indian War Veterans, American Legion, American Legion Auxiliary, Jewish War Veterans of the United States, Ladies Auxiliary, Department of New Jersey, Jewish War Veterans of the U.S.A., Catholic War Veterans of the United States, Ladies Auxiliary of New Jersey State Department, Catholic War Veterans, The 369th Veterans Association, Incorporated, Women's Overseas Service League, American Veterans of World War Two, Korea and Vietnam, and AMVETS Ladies Auxiliary, Reserve Officers Association of the United States, Marine Corps League of the United States, Army and Navy Legion of Valor, the Twenty-ninth Division Association, Council of State Employees, War Veteran Public Employees Association, New Jersey Civil Service Association, Blind Veterans Association of New Jersey, Army and Air National Guard Association of New Jersey, The National Guard Association of the United States, The United States Coast Guard Auxiliary, Navy League, Veterans of World War I of the United States of America, Polish Legion of American Veterans, Polish Legion of American Veterans, Ladies

Auxiliary, the Italian American War Veterans of the United States, Incorporated, the Ladies Auxiliary, Italian American War Veterans of the United States, Incorporated, the New Jersey Firemen's Association, the New Jersey State Exempt Firemen's Association and the Tuskegee Airmen, Incorporated, to attend any State or national convention of such organization.

A certificate of attendance to the State convention or encampment shall, upon request, be submitted by the representative so attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention. No person shall be entitled to a total of more than five days' leave of absence with pay each calendar year for the purpose of attending, as authorized representative, the State or national convention of one or more of the above enumerated organizations. The leaves of absence authorized hereunder shall not be cumulative and any unused leaves shall be canceled at the end of any given year.



Union County Board of Chosen Freeholders

RESOLUTION 2013-462

May 30, 2013

CHAIRMAN LINDA CARTER

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA250-Prosecutor's Detectives and Investigators, 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 PBA250-Prosecutor's Detectives and Investigators reached and ratified the tentative Memorandum of Agreement on May 28, 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 PBA250-Prosecutor's Detectives and Investigators.

Subject to Inclusion in the Budget: Approved as to Form: Certifying as to an Original Resolution: Certified as to a True Copy: F.WP.

Total Record 21 1	TO THE PROPERTY OF THE PARTY OF	m + 14 m, gr			1 1 6	100
			Yes/Aye	No/Nay	Abstsus	Absent
	Bruce Bergen		18			
Adopted	Angel G. Estrada		ja	0		Ö
Adopted as Amended	Mohamed S. Jalloh			Ο.		
Defend	Hette Jane Kowalski		G)	0		
□ Tabled	Alexander Mirabella	5	(3)	0		
O Withdrawn	Daniel P. Sullivan	'n	0		32	Ö
C 4(0.014)	Vernell Wright				To the second	<u> </u>
	Christopher Hudak		2			
	Linda Carter		si	Ō	П	- 13

MEMORANDUM OF AGREEMENT PROSECUTOR'S

PBA250-DETECTIVE & INVESTIGATORS

&

COUNTY OF UNION

The County and PBA250-Prosecutor's Detective & Investigators engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expires on December 31, 2012. The County and PBA250-Prosecutor's Detective & Investigators 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 PBA250-Prosecutor's Detective & Investigators and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of PBA250-Prosecutor's Detective & Investigators 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 PBA250-Prosecutor's Detective & Investigators 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.

May 28, 2013 Date

MEMORANDUM OF AGREEMENT

Agreement made this 28 day of May 2013 by and between the County of Union and the Union County Prosecutor (herein the "Employer") and PBA Local 250 (herein the "PBA"):

WHEREAS, the Employer and the PBA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period from January 1, 2010 to December 31, 2012; and

WHEREAS, the Employer and the PBA have engaged in good faith negotiations for a successor contract that has resulted in an agreement between the negotiating committees subject to ratification by the PBA membership and approval by the Employer's governing body, which the negotiating committees for the parties unanimously agree to recommend:

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

1. Except as herein modified, the terms and conditions of the 2010-2012 CNA shall remain in full force and effect.

2. PREAMBLE

Correct all dates in contract.

3. ARTICLE X, HEALTH INSURANCE

a. Section 1. Effective July 1, 2013 or as soon thereafter as the County can implement, modify all health plans as follows:

	·
Retail Generic	New Co-Pay
(30 day supply) Retail Name Brand (No generic	\$5.00
available or DAW) (30 day supply)	\$25.00

Retail Name Brand (Generic available, not DAW)	\$50.00
(30 day supply)	
Mail Order Generic	
(90 day supply)	\$5.00
Mail Order Name Brand (No	
generic available or DA WA	\$30.00
90 day supply)	
Mail Order Name Brand (Generic	
valiable, not DAW)	\$60.00
90 day supply)	

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

Out of Network Reimbursement Benefit*
80th Percentile of HIAA
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.

Also clarify in the successor agreement that to be eligible for the health benefits opt-out payment, an employee must opt out of health and prescription coverage.

4. ARTICLE XIX, OVERTIME

Section 3: Delete and replace with:

a. Effective 1/1/13, employees will be permitted to accumulate 100 hours of recurring compensatory time on an annual basis. Employees will be permitted to carry over from year

to year up to 100 hours of compensatory time. Thus, the maximum amount of compensatory time that an employee may have in his bank in any given year is 100 hours. Once an employee's bank is at 100 hours, cash overtime will be paid at 1.5 times the hourly

b. Employees who have accumulated more than 100 hours of compensatory time as of May 30, 2013, shall not be eligible to accumulate additional compensatory time until their bank is below the 100 hour threshold. Any time in excess of 100 hours will be paid out to an employee in May 2014 at the rate of pay at the time of payout.

ARTICLE XXIII, SALARIES

a. Replace Section 1 with the following:

All salaries are set forth in Addendum A.

All step movement shall be in accordance with the applicable dates set forth in the Agreement.

b. Section 4, modify as follows: "In the event the County determines to change the pay schedule to a bi-monthly schedule, the PBA agrees that it will accept the change without dispute. Effective January 1, 2014, all paychecks will be done by direct deposit."

6. ARTICLE XXXV, DURATION

January 1, 2013 through December 31, 2014

7. SCHEDULE A

Step	As of 12/31/12	1/1/13	1/1/14	
Minimum	\$ 46,840	\$ 46,840	\$ 46,840	
Step 1	\$ 56,731	\$ 56,731	\$ 56,731	
Step 2	\$ 62,058	\$ 62,058	\$ 62,058	
Step 3	\$ 68,145	\$ 68,145	\$ 68,145	
Step 4	\$ 74,232	\$ 74,232	\$ 74,232	
Step 5	\$ 81,842	\$ 81,842		
Step 6	\$ 84,884	\$ 84,884	\$ 81,842 \$ 84.884	
Step 7	\$ 87,929	\$ 87,929	- 1,201	
Step 8	\$ 89,451	\$ 89,451	\$ 87,929 \$ 89,451	

		\$ 94,595	1 5	94,595	l s	94,595
	Step 10 SOP 15 Yr.	\$ 97,684	\$	99,261	\$	100,206
1	SOP 20 Yr.	\$ 3,075	\$	2,575 3,124	\$	2,575 3,155

FOR PBA LOCAL 250

EDWARD HENDERSON, PRESIDENT

FOR THE UNION COUNTY PROSECUTOR'S OFFICE

THEODORE'J. ROMANKOW, PROSECUTOR

MATTHEW DIRADO, ESQ. DIR. DIV. PERS MGT. & LABOR RELATIONS