

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"/>

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)

14 Total Base Salary Cost from Line 13: \$ **SEE MOA ATTACHED**

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u> </u>					
16 Cost of Salary Increments (\$)	<u> </u>					
17 Salary Increase Above Increments (\$)	<u> </u>					
18 Longevity Increase (\$)	<u> </u>					
19 Total Increased Cost for "Other" Items (\$)	<u> </u>					
20 Total Increase (\$) (sum of lines 16-19)	<u> </u>					

SECTION V: Average Increase Over Term of New CNA

SEE MOA ATTACHED

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]

SECTION VI: Other Economic Items Outside Base Salary and Increases **SEE MOA ATTACHED**

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

SECTION VII: Medical Costs

SEE MOA ATTACHED

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"/>

Employer: County of Union

Employee Organization: PBA108 Sheriff Officer

SECTION VII: Medical Costs (continued)

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: Diana Calle
Position/Title: Labor Relations Coordinator
Signature: 
Date: February 2, 2021

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: 2019-898

OCTOBER 24, 2019

CHAIR BETTE JANE KOWALSKI

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 108-Sheriff Officers, effective January 1, 2018 through December 31, 2020; and

WHEREAS, the County of Union and the negotiating committee for PBA 108-Sheriff Officers, reached a tentative agreement on August 15, 2019 and the union had ratified same on September 18, 2019. 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 a Memorandum of Agreement with the union, which is attached hereto and made a part hereof:

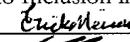
NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with PBA 108-Sheriff Officers.

Sufficiency of Funds Authorized 2018 & 2019 Budgets; Subject to Inclusion in the 2020 Budget:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:





✓ Vote Record - Resolution 11499		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Adopted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Adopted as Amended	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Withdrawn	<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"/>
	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"/>
	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	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"/>
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MEMORANDUM OF AGREEMENT

PBA108-SHERIFF OFFICERS

&

COUNTY OF UNION

The County and PBA108-Sheriff Officers engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2017. The County and PBA108-Sheriff Officers 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 PBA108-Sheriff Officers and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the PBA108-Sheriff Officers 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 PBA108-Sheriff Officers agree to the attached Eight ([8] > 4MOA; & 4 Side Bar Agrmt) 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

September 18, 2019

Date

MEMORANDUM OF AGREEMENT

Agreement made this 18th day of September 2019 by and between the County of Union and Union County Sheriff (herein the "Employer") and PBA Local 108 (herein the "PBA"):

WHEREAS, the Employer and the PBA are parties to a Collective Negotiations Agreement covering the period from January 1, 2015 through December 31, 2017; 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:

A. Except as herein modified, the terms and conditions of the 2015-2017 contract shall remain in full force and effect.

B. GENERAL

Adjust all dates in the contract to conform to the new term.

C. ARTICLE IV, SALARIES

1. Section 1:

- | | | |
|----|---------------------------------------|------------------------------------|
| a. | Effective & retro to January 1, 2018: | 2.75% to base pay
(ATB + Steps) |
| b. | Effective & retro to January 1, 2019: | 2.50% to base pay
(ATB + Steps) |
| c. | Effective January 1, 2020 | 0.75%
(ATB + Steps) |

d. Effective January 1, 2020, include a new Step 9 and SOP steps shall be renumbered as 10, 11 and 12. All Sheriff Officers at Step 8 in 2019 shall move to Step 9 effective January 1, 2020. Effective January 1, 2020, all Sheriff Officers at SOP shall move to the appropriate SOP Step (10, 11, or 12). All other Sheriff Officers shall move to Step 9 and prior steps consistent with the step movement provisions of Section 5 of this Article. See attached salary guide.

e. All officers on the post June 30, 2012 guide shall be placed on the pre-June 30, 2012 guide and the former shall be eliminated.

f. In addition to the above raises, all Sheriff Officers not at top pay shall receive their salary steps.

2. Section 2: Delete (a), (b), and (c) and re-letter (d), (e), (f) and (g).

3. Section 6: Delete the first 3 paragraphs.

D. **ARTICLE V, PENSION AND WELFARE**

Add the following to Section 2, subsection 2:

If any of the applicable premium sharing provisions of Chapter 78, P.L. 2011 are repealed, modified or overturned by a court of competent jurisdiction or by the legislature, the parties agree to meet to negotiate the impact of any such repeal, modification, or court decision. In addition, the premium upon which the Sheriff Officer's Chapter 78 contribution is based shall be frozen at the 2018 levels. An employee's contribution amount shall not change if the premium increases or if an employee's salary increase moves him/her into a new range. An employee's contribution amount may change if the employee changes health plans or changes categories of coverage, i.e., moves from family to single or single to family, etc.

E. **ARTICLE X, HOURS OF WORK**

The attached Side Bar agreement regarding the 4/4/work schedule and stipend for K9 officers shall be implemented but with the following changes: Paragraph 9 shall be amended to state that it is effective and retroactive to January 1, 2018. Paragraph 10 shall be amended to state that the K9 stipend shall be effective and retroactive to January 1, 2016.

F. **ARTICLE XX, MISCELLANEOUS**

Section 9 (New):

All payments for accrued time due at the time of retirement shall be made at the rate of pay that the Sheriff Officer had on his or her last day of employment.

G. ARTICLE XXXI, DURATION

January 1, 2018 through December 31, 2020.

H. EXHIBIT A – SALARY GUIDE

See attached. All officers on the post June 30, 2012 guide shall be placed on the pre-June 30, 2012 guide and the former shall be eliminated.

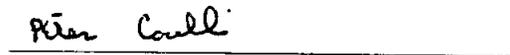
I. This Agreement is subject to ratification by the PBA membership and the approved by the governing body of the Employer.

J. All other proposals of the parties not contained herein are deemed withdrawn.

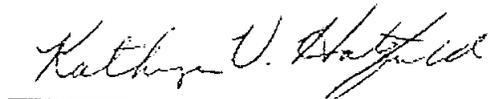
FOR PBA LOCAL 108

 (RA vice president)
JOHN MCGARRY, PRESIDENT

FOR THE UNION COUNTY SHERIFF


PETER CORVELLI, SHERIFF

APPROVED AS TO FORM:


KATHRYN V. HATFIELD, ESQ
ATTORNEY FOR THE COUNTY

FOR THE COUNTY OF UNION


EDWARD OATMAN,
COUNTY MANAGER

EXHIBIT A

		For All Employees			
Guide A	2017	1/1/2018 2.75%	1/1/2019 2.50%	1/1/2020 0.75%	
Start	\$ 39,454	\$ 40,539	\$ 41,552	\$ 41,864	
Academy Grad.	\$ 45,896	\$ 47,158	\$ 48,337	\$ 48,700	
1	\$ 55,727	\$ 57,259	\$ 58,691	\$ 59,131	
2	\$ 60,311	\$ 61,970	\$ 63,519	\$ 63,995	
3	\$ 64,900	\$ 66,685	\$ 68,352	\$ 68,865	
4	\$ 69,489	\$ 71,400	\$ 73,185	\$ 73,734	
5	\$ 74,073	\$ 76,110	\$ 78,013	\$ 78,598	
6	\$ 77,774	\$ 79,913	\$ 81,911	\$ 82,525	
7	\$ 82,446	\$ 84,713	\$ 86,831	\$ 87,482	
8	\$ 91,610	\$ 94,129	\$ 96,483	\$ 97,206	
(10Y SOP) 9	\$ 93,185	\$ 95,704	\$ 98,058	\$ 98,793	
(15Y SOP) 10	\$ 94,185	\$ 96,704	\$ 99,058	\$ 100,368	
(20Y SOP) 11	\$ 94,685	\$ 97,204	\$ 99,558	\$ 101,368	
				\$ 101,868	

Employees who were on the post June 30, 2012 guide shall be placed on the above guide. There shall be no change to how SOP is calculated

SIDE BAR AGREEMENT

This Agreement is made by and between the County of Union and the Union County Sheriff (herein "County") and Policemen's Benevolent Association Local 108 (herein "PBA") on this ____ day of August 2019.

WHEREAS, the County and the PBA are parties to a collective negotiations agreement ("CNA"); and

WHEREAS, the Sheriff has established a new work schedule for certain PBA 108 unit members who bid into the Transportation Post consisting of four consecutive days of work followed by four consecutive days off, commonly known as the 4/4 work schedule; and

WHEREAS, the 4/4 work schedule already exists in another unit in the Community Police Unit in the Sheriff's Office; and

WHEREAS, the Sheriff and the PBA have met and conferred concerning the implementation of the 4/4 work schedule as it relates to the conversion of benefit time and other issues; and

WHEREAS, since the execution of the 2015-2017 CNA issues have arisen regarding stipends and on call assignments which the parties want to address;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, the County and the PBA agree to the following:

1. The 4/4 work schedule shall only be applicable to PBA unit members who bid into the units where the 4/4 work schedule is in existence, which currently are the Transportation Unit and the Community Police Unit.
2. PBA unit members that bid into a Unit with a 4/4 work schedule shall work eleven and three-quarter hours, from 10:15 a.m. to 10:00 p.m., for four consecutive days followed by four consecutive days off-duty.

3. PBA unit members working the 4/4 work schedule shall have their benefit leave entitlements including sick, vacation and personal leaves converted to hours on the basis of one day is equal to eight hours and twelve minutes (8.2 hours).

4. PBA unit members working the 4 / 4 schedule shall have their sick leave entitlements set forth in Article XXV converted to hours on the basis that one day is equal to eight hours and twelve minutes (8.2 hours). For example, PBA unit members working a 4/4 schedule who are entitled to receive fifteen (15) sick days every January 1 shall receive 123 hours of sick leave. Deductions for use of sick time shall be based on the hours actually used. Therefore, an officer who takes an entire shift off shall have 11.75 hours deducted from his/her sick leave hours. A PBA unit member leaving a unit working a 4/4 schedule shall have any remaining sick time converted back to days. Upon retirement, any sick leave hours shall be converted back to days at the rate of 8 hours and twelve minutes per day so that the PBA unit member may receive the appropriate payment for unused sick leave pursuant to Article XXVI.

5. PBA unit members working a 4/4 schedule shall receive their vacation day entitlement commensurate with their years of service as set forth in Article VI. Thereafter, the days will be converted to hours on the basis that one day is equal to eight hours and twelve minutes (8.2 hours). As with sick time, deductions for vacation use shall be based on the hours actually used.

6. PBA unit members working a 4/4 schedule shall receive personal days pursuant to Article XIV. Thereafter, the days will be converted to hours on the basis that one day is equal to eight hours and twelve minutes (8.2 hours). As with sick time, deductions for personal time shall be based on the hours actually used.

7. PBA unit members working a 4/4 schedule shall receive Bereavement Leave pursuant to Article XXIII on a day for day basis (i.e., a day equals the number of hours in a work day).

8. PBA unit members working a 4/4 schedule shall receive Holiday Pay pursuant to Article XIII. PBA unit members working a 4/4 schedule that are required to work on a holiday set forth in Article XIII, Section 1, shall be paid for the holiday in addition to all hours actually worked on the holiday in accordance with Article XIII.

9. Effective and retroactive to January 1, 2015, if a PBA unit member working a 4/4 schedule works or has worked more than 171 hours in a twenty-eight (28) day cycle, he/she shall be paid at the overtime rate of time and one half (1.5x) their regular rate for all such hours. All other provisions of Article XI shall remain in effect and except as set forth above, current practices concerning overtime shall be maintained.

10. The parties agree that effective and retroactive to January 1, 2015, officers assigned to the K9 unit shall be entitled to a \$1500 annual stipend added to base pay. Once an officer becomes a trainer within the K9 unit, the officer shall be designated as a K9 Trainer and shall be entitled to a \$1500 K9 Trainer stipend in addition to the K9 stipend. The K9 and K9 Trainer stipends are in addition to any other stipends received by PBA Local 108 unit members.

K9 officer's current daily schedules will continue. K9 officers shall continue to keep their K9 partner(s) at their residence and care for them while both on and off duty.

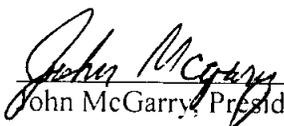
11. The parties reiterate their understanding and agreement that officers who are assigned to be "on call", regardless of unit, are not required to remain at the Sheriff's Office or at home. Rather, officers "on call" must be reachable via cell phone and be able to respond to a call within a reasonable amount of time.

12. All other terms and conditions of employment contained in the CNA shall remain *status quo*.

13. This agreement is subject to ratification by the PBA negotiations unit members before it becomes effective.

14. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CNA.

FOR THE PBA:


John McGarry, President

(*IA*
VICE PRESIDENT)

FOR THE SHERIFF:


Peter Corvelli, Sheriff