

Employer: County of Union

Employee Organization: IBEW LOCAL 1188 ROSE, Page 2

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

SEE MOA ATTACHED

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 five years, please add an additional page.

SECTION VI: Medical Costs

SEE MOA ATTACHED

	Base Year	Year 1
21 Health Plan Cost	\$ _____	\$ _____
22 Prescription Plan Cost	\$ _____	\$ _____
23 Dental Plan Cost	\$ _____	\$ _____
24 Vision Plan Cost	\$ _____	\$ _____
25 Total Cost of Insurance	\$ _____	\$ _____
26 Employee Insurance Contributions	\$ _____	\$ _____
27 Employee Contributions as % of Total Insurance Cost	_____ %	_____ %

Section VI: Medical Costs (continued)

SEE MOA ATTACHED

28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: MARK TRAU M
Position/Title: LABOR RELATIONS COORDINATOR
Signature: [Handwritten Signature]
Date: July 5, 2019

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: 2017-702
AUGUST 17, 2017
CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with IBEW Local 1158--Prosecutor Exclusionaires, effective January 1, 2016 through December 31, 2018; and

WHEREAS, the County of Union and the negotiating committee for IBEW Local 1158--Prosecutor Exclusionaires, reached a tentative agreement on July 25, 2017 and the union ratified same 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 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 IBEW Local 1158--Prosecutor Exclusionaires.

Sufficiency of Funds Authorized ; Subject to Inclusion in the 2018 Budget:

Bruce H. Bergen

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

✓ Vote Record - Resolution RES-2017-703		Yes/Aye	No/Nay	Abstain	Absent
	Bruce H. Bergen	<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"/>
	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	S	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	m	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Mohamed S. Jalloh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Adopted
- Adopted as Amended
- Defeated
- Tabled
- Withdrawn



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Michael Yuska, Director

**To: Alfred J Faella,
County Manager**

**BOARD OF
CHOSEN FREEHOLDERS**

BRUCE H. BERGEN
Chairman

SERGIO GRANADOS
Vice Chairman

LINDA CARTER

ANGEL G. ESTRADA

CHRISTOPHER HUDAK

MOHAMED S. JALLOH

BETTE JANE KOWALSKI

ALEXANDER MIRABELLA

VERNELL WRIGHT

ALFRED J. FAELLA
County Manager

AMY C. WAGNER
Deputy County Manager

ROBERT E. BARRY, ESQ.
County Counsel

JAMES E. PELLETTIERE
Clerk of the Board

CLAUDIA Y. MARTINS
*Director of Personnel
Management & Labor
Relations*

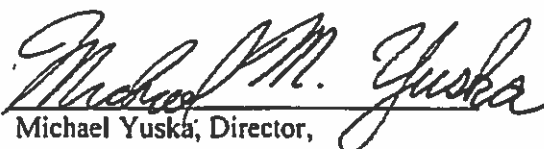
**From: Michael Yuska
Director, Department of Administrative Services**

Date: July 27, 2017

**Re: IBEW Local 1158-Prosecutor Exclusionaries
Collective Bargaining Agreement
January 1, 2016 through December 31, 2018**

Please be advised that a tentative agreement (attached) was reached with IBEW Local 1158 on July 25, 2017 and the agreement was ratified by the union membership on the same date. Please place a Resolution authorizing this agreement on the Freeholder Agenda for August 10, 2017.

Thank you.


Michael Yuska, Director,
Department Administrative Services

**Cc: Claudia Martins, Deputy Director, Division of Personnel
James Pellettiere, Clerk of the Board
Robert E. Barry, County Counsel
Bibi Taylor, Director, Department of Finance
Grace Parks, Acting Prosecutor
Thomas Isenhour, First Assistant Prosecutor
Kathryn Hatfield, Esq., Bauch Zucker Hatfield, LLC
Joseph Calabro, Business Manager, IBEW Local 1158
George Serio, Treasurer, IBEW Local 1158**

DIVISION OF PERSONNEL MANAGEMENT AND LABOR RELATIONS

Administration Building

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4160

fax(908)558-2566

www.ucnj.org

We're Connected to You!

MEMORANDUM OF AGREEMENT
IBEW LOCAL 1158-PROSECUTOR EXCLUSIONARIES
&
COUNTY OF UNION

The County and the IBEW Local 1158 engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2015. The County and IBEW Local 1158 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 IBEW Local 1158 and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of IBEW Local 1158 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 IBEW Local 1158 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.

July 25, 2017
Date

MEMORANDUM OF AGREEMENT

Agreement made this day 24th of May 2017, by and between the Union County Prosecutor's Office and the County of Union (herein collectively the "County") and IBEW (herein the "IBEW").

WHEREAS, the IBEW was certified as the bargaining representative for all regularly employed supervisory employees employed in the Union County Prosecutor's Office including those in the following titles: Unit Managers, Social Case Workers, Prosecutors Agents, Office Supervisors, Senior Forensic Chemists, Forensic Chemists, Forensic Scientists, Counselor Victim Witness Programs, Advocate Victim Witness Programs, Coordinator Victim Witness Programs, Assistant Chemists, Legal Analysts, Supervisor Data Machine Operators/Unit Manager, Secretary Assistant-Stenographer/Unit Manager, Supervisor of Accounts/Unit Manager, Administrative Clerk/Unit Manager, Legal Secretary, Principal Operator Auto Typewriter/Unit Manager, Principal Docket Clerk/Unit Manager, Clerk/Personnel Coordinator, Clerk/Unit Manager, and Principal Clerk-Word Processing Operator/Unit Manager; and

WHEREAS, the County and IBEW are parties to a collective negotiations agreement that commenced on January 1, 2010 and expired on December 31, 2015; and

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

WHEREAS, the negotiating committees for the County and IBEW 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. Salaries

Wage Increase:

1/1/2016: 2% across the board

7/1/2017: The attached ranges shall be implemented. Employees will be placed in their range at their then current salary and given one increment. The Prosecutor reserves the right to place a new employee anywhere within that title's range.

1/1/2018: 2% across the board.

Add new Section 3 as follows:


- A. Employees who have more than one (1) year of service in their classification, who possess an anniversary date of employment or promotion between January 1st and June 30th, shall receive their salary increments as of January 1st.
 - B. Employees who have more than one (1) year of service in their classification, who possess an anniversary date of employment or promotion between July 1st and December 31st, shall receive their salary increments as of July 1st.
 - C. Employees who are promoted will slot into the nearest step in the range and then receive one additional step.
2. Benefit Time: Vacation, sick and personal time may be used in hourly increments consistent with the existing approval process.
3. Health Benefits

Delete Health Benefit Buy Out Option language

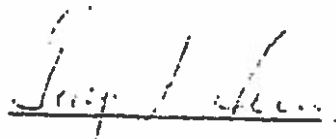
Add: Effective July 1, 2015, the County implemented two (2) additional plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Employees hired on or after the ratification of this MOA, shall be required to choose one of these two plans during the first two (2) years of employment. Following the completion of two (2) years of employment, the employee may select any 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.

FOR IBEW




PRESIDENT




VICE-PRESIDENT

**FOR THE UNION COUNTY
PROSECUTOR'S OFFICE**




GRACE PARK
ACTING PROSECUTOR

APPROVED AS TO FORM




KATHRYN V. HATFIELD, ESQ.
ATTORNEY FOR THE COUNTY

FOR UNION COUNTY



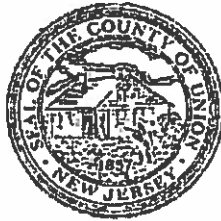
ALFRED FAELLA
COUNTY MANAGER



MICHAEL YUSKA
DIRECTOR, ADMIN SERVICES

County of Union
 IBEW - 2016-2018 Salary Guide with Title Ranges & %age Increases

Salary Guide Title	Min	Max	Range	Steps	Each Step	% @ 1 yr	% @ 7 yrs	% @ 12 yrs
Office Supervisor	\$ 65,600	\$ 98,400	\$32,800	13	\$ 2,523	3.85%	3.03%	2.63%
Clerical Supervisor	\$ 59,200	\$ 88,800	\$29,600	13	\$ 2,277	3.85%	3.03%	2.63%
Clerical Clerks	\$ 48,000	\$ 82,000	\$34,000	13	\$ 2,615	5.45%	3.94%	3.29%
Clerical GIS	\$ 32,000	\$ 48,000	\$16,000	13	\$ 1,231	3.85%	3.03%	2.63%
Pros Agent >20y	\$ 68,000	\$ 102,000	\$34,000	13	\$ 2,615	3.85%	3.03%	2.63%
Pros Agent >10y	\$ 50,400	\$ 84,600	\$34,200	13	\$ 2,631	5.22%	3.82%	3.21%
Pros Agent <10y	\$ 40,000	\$ 65,000	\$25,000	13	\$ 1,923	4.81%	3.60%	3.05%
Victim Witness Coord	\$ 56,000	\$ 100,000	\$44,000	13	\$ 3,385	6.04%	4.25%	3.50%
Social Case Worker	\$ 52,000	\$ 78,000	\$26,000	13	\$ 2,000	3.85%	3.03%	2.63%
Victim Advocate >10y	\$ 50,000	\$ 72,000	\$22,000	13	\$ 1,692	3.38%	2.74%	2.41%
Victim Advocate <10y	\$ 35,000	\$ 50,000	\$15,000	13	\$ 1,154	3.30%	2.68%	2.36%
Critical Infrastructure Coord	\$ 65,000	\$ 105,000	\$40,000	13	\$ 3,077	4.73%	3.56%	3.02%
Police Academy Director	\$ 80,000	\$ 120,000	\$40,000	13	\$ 3,077	3.85%	3.03%	2.63%
Coord Nurse Examiner	\$ 80,000	\$ 110,000	\$30,000	13	\$ 2,308	2.88%	2.40%	2.14%
Chief of Staff	\$ 75,000	\$ 115,000	\$40,000	13	\$ 3,077	4.10%	3.19%	2.75%
Clerk to Constit Officer	\$ 65,000	\$ 95,000	\$30,000	13	\$ 2,308	3.55%	2.84%	2.49%
Asst Public Info Officer	\$ 45,000	\$ 86,400	\$41,400	13	\$ 3,185	7.08%	4.73%	3.83%
Legal Analyst (28hrs)	\$ 36,000	\$ 54,000	\$18,000	13	\$ 1,385	3.85%	3.03%	2.63%
Chief Forensic Scientist/L:ab Director	\$105,600	\$ 145,000	\$39,400	13	\$ 3,031	2.87%	2.39%	2.13%
Forensic Scientist 3 (Sr. Forensic Chem. Suprv and DNA Tech Leader)	\$ 87,500	\$ 135,000	\$47,500	13	\$ 3,654	4.18%	3.23%	2.78%
Forensic Scientist 2	\$ 75,000	\$ 112,500	\$37,500	13	\$ 2,885	3.85%	3.03%	2.63%
Forensic Scientist 1	\$ 61,000	\$ 91,500	\$30,500	13	\$ 2,346	3.85%	3.03%	2.63%
Lab Asst	\$ 30,000	\$ 54,000	\$24,000	13	\$ 1,846	6.15%	4.30%	3.54%



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION 2013-705

AUGUST 22, 2013

CHAIRMAN LINDA CARTER

WHEREAS, the County of Union engaged in collective bargaining negotiations with IBEW Local 1158- Prosecutor's Office, for a new Labor Agreement between the parties effective January 1, 2010 through December 31, 2015 to replace the current Agreement which expired on December 31, 2009; and

WHEREAS, the County of Union and the negotiating committee for IBEW Local 1158- Prosecutor's Office reached and ratified the tentative Memorandum of Agreement on August 6, 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:

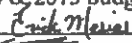
NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with IBEW Local 1158-Prosecutor's Office.

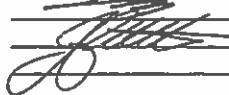
Sufficiency of Funds Authorized Subject to Inclusion in the 2014 & 2015 budget:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:





✓ Vote Record - Resolution 3905		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce H. Bergen	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Angel G. Estrada	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Mohamed S. Jalloh	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Bette Jane Kowalska	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Alexander Mirabella	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Daniel P. Sullivan	M	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Christopher Hudak	S	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2013-705

MEMORANDUM OF AGREEMENT
IBEW LOCAL 1158 - PROSECUTOR'S OFFICE

&

COUNTY OF UNION

The County and IBEW Local 1158 supervisory employees in the Prosecutor's Office engaged in collective bargaining for an initial Labor Agreement between the parties to commence as of January 1, 2010. The County and the IBEW 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 IBEW and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the IBEW 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 the IBEW agree to the attached four (4) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth attached signify their agreement as to the terms set forth in this Memorandum of Agreement.

August 6, 2013

Date

MEMORANDUM OF AGREEMENT

Agreement made this 7th day of ~~May~~^{August}, 2013, by and between the County of Union (herein the "County") and IBEW (herein the "IBEW").

WHEREAS, the IBEW was certified as the bargaining representative for all regularly employed supervisory employees employed in the Union County Prosecutor's Office including those in the following titles: Unit Managers, Social Case Workers, Prosecutors Agents, Office Supervisors, Senior Forensic Chemists, Forensic Chemists, Forensic Scientists, Counselor Victim Witness Programs, Advocate Victim Witness Programs, Coordinator Victim Witness Programs, Assistant Chemists, Legal Analysts, Supervisor Data Machine Operators/Unit Manager, Secretary Assistant-Stenographer/Unit Manager, Supervisor of Accounts/Unit Manager, Administrative Clerk/Unit Manager, Legal Secretary, Principal Operator Auto Typewriter/Unit Manager, Principal Docket Clerk/Unit Manager, Clerk/Personnel Coordinator, Clerk/Unit Manager, and Principal Clerk-Word Processing Operator/Unit Manager; and

WHEREAS, the County and IBEW have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for an initial CBA; and

WHEREAS, the County and IBEW have reached agreement on new terms and conditions subject to ratification by the membership of IBEW and approval by the Frecholders of the County; and

WHEREAS, the negotiating committees for the County and IBEW 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. Salaries

Wage Increase:

2010:	0%
2011:	0%
2012:	1%
2013:	2%
2014:	2%
2015:	2%

All wage increases shall be retroactive. The parties agree to meet within six (6) months following full ratification of this Agreement by both parties hereto to discuss salary ranges and titles.

2. Payroll

In order to maintain a bi-weekly basis for paycheck distribution, effective January 1, 2010, 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

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 IBEW agrees that it will accept the change without dispute. Effective January 1, 2014, all pays will be direct deposit.

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

3. Benefits

Section 1. Effective on ratification of this MOA by the parties, the following shall be implemented for all health plans:

	New Co-Pay
Retail Generic (30 day supply)	\$5.00

* The parties recognize that members of this bargaining unit did not receive any salary increase in 2009 as well.

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

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

4. Health Benefit Buy Out: Waiver includes prescription coverage.
5. Retiree Health Benefits: Employees who were actively employed as of March 1, 2011, shall be entitled to full retiree health benefits. This benefit shall be equal to the benefit provided to exclusionary employees pursuant to Ordinance No. 716-11, attached hereto, subject to the following:
 - A. Retirees will be responsible for Chapter 78 co-pays if so required;
 - B. To be eligible for retiree health benefits through the County, employees must not have or be eligible for retiree health benefits through any other plan regardless of whether that alternate plan requires premium contributions; and

- C. The retiree plan will be for full retiree benefits and shall be equal to the current active County employee health plan design and is subject to change from time to time consistent with any change that may be made to the County plan design for its then current employees, including prescription coverage.
6. Lincoln's Birthday: In the event an employee is called in to work on Lincoln's Birthday, he or she will not only receive the holiday pay he or she would be entitled to but also will receive compensatory time at time and one half for all hours worked.

FOR IBEW



ELVERA FASANO
PRESIDENT

IBEW NEGOTIATING COMMITTEE



BEVERLY HOPTAY
VICE-PRESIDENT

IBEW NEGOTIATING COMMITTEE

FOR THE UNION COUNTY



ALFRED BAELLA
COUNTY MANAGER



MATTHEW DIRADO, ESQ.
DIRECTOR, ADMINISTRATIVE
SERVICES