

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2013-270

MARCH 28, 2013

CHAIRMAN LINDA CARTER

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA Local 203, Weights and Measures for a new Labor Agreement between the parties effective January 1, 2010 through December 31, 2014 to replace the current Agreement which expired on December 31, 2009; and

WHEREAS, the County of Union and the negotiating committee for PBA Local 203, Weights and Measures reached a tentative agreement on March 15, 2013 and ratified same on the same day; 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 Local 203, Weights and Measures.

Sufficiency of Funds Authorized :
 Approved as to Form:
 Certifying as to an Original Resolution:
 Certified as to a True Copy:

Vote/Record		Yes/Aye	No/Nay	Abstain	Absent
	Bruce Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Angel G. Estrada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Mohamed S. Jalloh	<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"/>
	Daniel P. Sullivan	<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"/>
	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Matthew N. DiRado, Esq., Director

**BOARD OF
CHOSEN FREEHOLDERS**

LINDA CARTER
Chairman

CHRISTOPHER HUDAK
Vice Chairman

BRUCE H. BERGEN

ANGEL G. ESTRADA

MOHAMED S. JALLOH

BETTE JANE KOWALSKI

ALEXANDER MIRABELLA

DANIEL P. SULLIVAN

VERNELL WRIGHT

ALFRED J. FAELLA
County Manager

ROBERT E. BARRY, ESQ.
County Counsel

JAMES E. PELLETTIERE
Clerk of the Board

To: Alfred J Faella,
County Manager

From: Matthew DiRado, Esq.
Director, Department of Administrative Services

Date: March 19, 2013

Re: PBA Local 203-Weights & Measures
Collective Bargaining Agreement
January 1, 2010 through December 31, 2014

Please be advised that a tentative agreement (attached) was reached with PBA203-Weights & Measures on March 15, 2013. Please place a Resolution authorizing this agreement on the Freeholder Agenda for March 21, 2013.

Thank you.

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
Andrew Moran, Director, Department of Public Safety
Michael Florio, Superintendent, Division of Weights & Measures
Kathryn Hatfield, Esq., Bauch Zucker Hatfield, LLC

ADMINISTRATION BUILDING

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MEMORANDUM OF AGREEMENT
PBA LOCAL 203 – WEIGHTS & MEASURES

&

COUNTY OF UNION

The County and PBA Local 203, Weights & Measures engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2009. The County and PBA Local 203 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 PBA Local 203 and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the PBA Local 203 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 PBA Local 203 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 15, 2013

Date

MEMORANDUM OF AGREEMENT

Agreement made this 15th day of March 2013, by and between the County of Union (herein the "County") and PBA Local 203 (herein the "PBA").

WHEREAS, the County and PBA are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2005 through December 31, 2009; and

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

WHEREAS, the negotiating committees for the County and PBA 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 2005 through 2009 CNA between the County and PBA shall remain in full force and effect.
2. The parties agree to convert all contractual leave time to hours.
3. Salaries

2010	0%
2011	2.25%
7/1/2012	2.5% effective July 1, 2012
2013	0%
2014	0%

All increments to be maintained during the life of this Agreement

3. 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 PBA agrees that it will accept the change without dispute. In addition, in the event the County implements mandatory direct deposit in 2014, the PBA agrees that it will accept this change without dispute.

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

4. Benefits

Section 1. Modify as follows

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

Section 4.

Add: Effective March __, 2013, the following modifications shall be implemented:

- a) The Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- b) Emergency Room co-pays of \$25.00 per visit.

Modify 6(e): Add prescription coverage to health benefit buyout option.

- 5. Article 6, Work Schedules: Effective January 1, 2013, employees shall work a total of forty (40 hours) per week excluding lunch.
- 6. Article 7, Vacations:

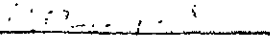
Section 9: Clarify to state "Under no circumstances shall an employee be permitted to accumulate more than two years worth of vacation time."

FOR PBA Local 203

FOR THE UNION COUNTY


JOHN GAROFALO
PRESIDENT


ALFRED FAELLA
COUNTY MANAGER


MATTHEW DIRADO, ESQ.
DIRECTOR, ADMINISTRATIVE
SERVICES



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

10/15/2009

RESOLUTION NUMBER: *2009-971*

WHEREAS, the County of Union and PBA 203-Weights and Measures engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2007; and

WHEREAS, the County of Union and PBA 203-Weights and Measures negotiating committees reached a tentative agreement on October 7, 2009 and the Union ratified on October 13, 2009; and

WHEREAS, the County of Union now desires to confirm the understanding in the Memorandum of Agreement 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 203-Weights and Measures.

NO SUFFICIENCY OF FUNDS REQUIRED

Frank W. Adams

10-14-09

RECORD OF VOTE																		
FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	NP	FREEHOLDER	Aye	Nay	Abs	Pass	Res.	Mot	Sec	NP	
ESTRADA								X	VAN BLAKE	X								
HOLMES	X						X		WARD	X								
KOWALSKI	X								SULLIVAN	X					X			
PROCTOR	X								VICE-CHAIRMAN	X								
SCANLON	X								MIRABELLA	X				X				
									CHAIRMAN	X								

APPROVED AS TO FORM

 COUNTY ATTORNEY

I hereby certify this is an original resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.

 CLERK

I hereby certify this is a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Union on the aforementioned date.
 _____ CLERK

MEMORANDUM OF AGREEMENT
PBA203 – WEIGHTS & MEASURES

&
COUNTY OF UNION

The County and PBA203 Weights & Measures engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2004. The County and PBA203 Weights & Measures 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 PBA203 Weights & Measures and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of PBA203 Weights & Measures 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 PBA203 Weights & Measures agree to the attached five (5) 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.

For PBA203 Weights & Measures

For the County of Union

George O'Brien
Director, Labor Relations, NJ State PBA

Maria Todaro
Maria Todaro
Chief Shop Steward

John Garofalo
John Garofalo
Shop Steward

Joseph Salemm
Joseph Salemm
Labor Relations Consultant

10/13/09
Date

1. Duration: (Article 23)

January 1, 2005 to December 31, 2009

2. Salaries: (Article 19)*

2005 – 4%

2006 – 0% (Todaro to pay back raise in full equivalent to net received)

2007 – 0% (Todaro to pay back raise in full equivalent to net received)

2008 – 5%

2009 - 5%

***see attached corresponding salary guide**

3. Health Insurance Benefits for Retirees: (Article 24)

Effective November 1, 2009, there shall be a health insurance plan for employees covered by the recognition clause of the Collective Bargaining Agreement, subject to the following terms and conditions:

- a) Eligibility: Employees must have been actively employed with the County of Union on the date the Memorandum of Agreement is approved by the Board of Chosen Freeholders and must retire on either a disability pension, or retire having reached the age of 55 and having 25 years or more of service with the County, or reach the age of 62 years or older with 15 years of service with the County. Employees who otherwise qualify for coverage but who retire before age 55 shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have health insurance coverage provided hereunder, and eligible retirees shall cooperate in good faith with the County to verify that they are not eligible to receive such substantially equivalent or better health insurance coverage.

- b) Description: This benefit shall consist of coverage under the CIGNA Open Access Plus Health Insurance Plan with the prescription component provided by MEDCO at 0-Co-pay Mail and 30% Co-pay Retail. Subject to the vested material rights of employees covered hereunder, the County reserves the right to change or modify the plans at any time so long as the modified plans

PBA 203 WEIGHTS AND MEASURES**PROPOSED SALARY GUIDE**

	3.5% 4% 2004	4% 2005	0% 2006	0% 2007	5% 2008	5% 2009
	34,331	35,704	35,704	35,704	37,489	39,364
MIN	35,445	36,863	36,863	36,863	38,706	40,641
1	36,558	38,020	38,020	38,020	39,921	41,917
2	37,672	39,179	39,179	39,179	41,138	43,195
3	38,786	40,337	40,337	40,337	42,354	44,472
4	39,899	41,495	41,495	41,495	43,570	45,748
5	41,013	42,654	42,654	42,654	44,786	47,026
6	42,127	43,812	43,812	43,812	46,003	48,303
7	43,240	44,970	44,970	44,970	47,218	49,579
MAX	45,000	46,800	46,800	46,800	49,140	51,597

provide substantially equivalent or better coverage to that in effect for the eligible members of the bargaining unit at the time of their retirement provided such coverage remains generally available in the insurance market at commercially reasonable rates.

- c) Future Employees: Employees hired after the date of approval by the Board of Chosen Freeholders, shall only be eligible for the health benefit subsidy as set forth in the Collective Bargaining Agreement.
- d) Cessation of Subsidy: Upon implementation of retiree health benefits provided in a) and b) above the County shall be obliged to pay the full cost of health insurance premiums for qualifying retirees hereunder. Those qualifying retirees shall not be eligible for or receive the subsidy provided in the Collective Bargaining Agreement.
- e) Health Benefit Buyout Option: Any retiree eligible to receive benefits or then receiving benefits as described above, with either Family or Husband/Wife coverage in any of the available health benefits plans, may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the eligible retiree the sum of \$5,000.00 annually, to be paid in quarterly installments over the next year. The \$5,000.00 sum shall be reduced to \$2,500.00 per annum upon the eligible retiree's reaching Medicare eligibility. The payments will be prorated if less than one year of the benefit is available. Eligible retirees opting out shall retain the right to re-enter the County's health benefit plan on a monthly basis. Upon re-entering the plan, payments for opting out shall cease. This benefit shall be discontinued if the County becomes self-insured.

4. Health Benefits: (Article 18)

a) Effective November 1, 2009, the Prescription Plan shall be modified as follows:

- 1. Retail pharmacy purchases shall be limited to 30 day increments
- 2. Dispense-As-Written ("DAW") Procedure – Physicians prescribing name brand drugs, when the generic equivalent is available must justify the DAW to the pharmacy.
- 3. All current co-pays shall be maintained and mail order shall remain at a ninety (90) day supply.
- 4. The County will provide sample forms for mail order and distribute them to unit members by mail.

b) Effective November 1, 2009, the Dental Plan shall be modified as follows:

- 1. Section 3 – Increase the Dental cap to \$2,000.00.

c) Revised Health Benefit Plan Sections as follows:

1. Effective November 1, 2009, CIGNA Open Access Health Plans shall replace Direct Access with CIGNA OAP2/OAP3 and Horizon PPO being replaced with CIGNA OAP5/OAP6 at the following co-pay levels:
 - a) \$10.00 co-pay for in-network services – Drs' office visits only
 - b) \$10.00 co-pay for all out-of-network services – Employees who go out of network will be reimbursed by the County for the 30% differential less the \$10.00 co-pay for services, upon applying to the TPA(Third Party Administrator) for reimbursement. The TPA shall reimburse employees within 10 days of the date the claim was submitted.
2. Any employee hired after November 1, 2009, shall participate CIGNA OAP1. Any such employee who wishes to participate in CIGNA OAP5/OAP6 or CIGNAOAP2/OAP3 shall do so at their expense.
3. GIGNA OAP5/OAP6 will be maintained for employees choosing said plan with their cost being the difference between the CIGNA OAP5/OAP6 Plan and the CIGNA OAP2/OAP3 Plan premium in any given year.
4. Single coverage to remain at \$10.00 per month, Family, P/C or H/W coverage additional \$15.00 per month.
5. Health Benefit Buy-Out Option – Effective January 1, 2008, any employee with either Family or Husband/Wife coverage in any of the available health benefit plans may voluntarily opt out of that plan providing their spouse has either Family or Husband/Wife coverage either through the County or through another employer. In return for opting out, the County shall pay to the employee the sum of \$5,000.00 annually, to be paid in 26 installments over the next year. This payment will be prorated if less than one year of the benefit is available. Also, the Health Benefit Buyout for Single coverage from another source in the amount of \$1,800.00 shall be effective. Employees opting-out shall retain the right to re-enter the County Health Benefit Plan on a monthly basis. Upon re-entering the plan, payments for opting-out shall cease. This benefit shall be discontinued if the County becomes self-insured.
6. Effective November 1, 2009, the VSP Plan shall be implemented for employees only and 100% of the premium for the Plan will be paid by the County.

5. Retroactive Pay - (Article 13, Section 6) Policy insert

The following criteria entitle employees to retroactive pay:

- Bargaining unit employees who retire during the year in which the contract is settled and ratified;
- Those employees who are on the active payroll at the time contract is settled;
- Employees who are on leaves of absence without pay who subsequently return to active service with the County are entitled to retroactive pay and benefits negotiated for that contract, exclusive of the period of leave without pay.

Bargaining Unit employees whose employment is terminated for any reason other than retirement under a State retirement system prior to the date this Agreement is ratified and approved by the Board of Chosen Freeholders shall not be entitled to retroactive negotiated pay increases.

6. Individual Employee Retirement Agreement (Attached)

End.

AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2009, by and between the County of Union (herein the “County”) and _____, (herein the “Employee”), with the approval and consent of PBA203 – Weights & Measures (hereinafter the “Union”)

Insert Name of Individual Employee

WHEREAS, the County and Union are parties to a collective bargaining agreement (“CBA”) covering the period January 1, 2005 through December 31, 2009; and

WHEREAS, the Employee is a member of the PBA203 Weights & Measures bargaining unit covered by the CBA; and

WHEREAS, in order to obtain the agreement to enter into the CBA, the PBA203 Weights & Measures agreed to a zero percent increase to base pay for calendar years ___ and ___ and other agreements as more particularly set forth in the Memorandum of Agreement dated _____, attached hereto as Appendix A (herein the “Memorandum”); and

WHEREAS, the Union and Employee only agreed to said zero percent increases based upon the assurances from the County and the Union that the retiree health insurance benefits set forth in the Memorandum were fully vested and would not be subsequently eliminated, modified or otherwise limited, except in accordance with the terms of said Memorandum; and

WHEREAS, all parties hereto acknowledge that the Employee has relied to his or her detriment upon the aforesaid assurances and that the elimination, modification or other limitation upon the bargained-for retiree health insurance benefits, except in accordance with the terms and conditions of the Memorandum, would constitute immediate, irreparable and substantial harm to the Employee and his/her dependents; and

WHEREAS, the County and the Union agree that the development of the guarantees set forth in this Agreement were bargained for in good faith within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* (herein the "Act");

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

WITNESSETH:

1. The County and the Union agree that the retiree health insurance benefits set forth in the Memorandum will not be changed except in accordance with the terms and conditions of the Memorandum.

2. The County and Union agree that the retiree health insurance benefits set forth in the Memorandum may only be changed as to the Employee and his/her eligible dependents with the written consent of the Employee.

3. The County and the Union agree that any future collective bargaining agreement, sidebar agreement or other agreement or contract into which they may enter, whether written or oral, will be subject to the terms and conditions of this Agreement and the Memorandum of Agreement and that any provision of such future agreement which purports to change any terms or conditions of this Agreement shall be unenforceable as against the Employee and his/her dependents unless the Employee provides his/her written consent for such change(s).

4. The parties hereto agree that good and valuable consideration was provided for the covenants and guarantees set forth in this Agreement by all parties hereto and it is the intent of all such parties that this Agreement be fully enforceable according to its plain language which

all parties agree is to be construed in favor of the Employee and against the County and the Union.

5. This Agreement and its interpretation and performance shall be governed by the laws of the State of New Jersey without giving effect to its conflicts of law rules.

6. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the Employee's heirs and the executor of his/her estate, also are bound. This Agreement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.

7. This Agreement embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This Agreement may not be modified except by written instrument executed by all the parties hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WHEREFORE THE PARTIES HERETO SET THEIR HANDS THIS ____ DAY OF _____, 2009.

COUNTY OF UNION

By: _____
George W. Devanney
County Manager

ATTEST

PBA203 – Weights & Measures

By: _____
Maria Todaro
Chief Shop Steward

ATTEST

Employee Signature

_____, Employee
Print Name

ATTEST