

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

SEE MOA ATTACHED

14 Total Base Salary Cost from Line 13: \$

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

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
25	Totals (\$):							

SECTION VII: Medical Costs

SEE MOA ATTACHED

Insurance Costs		Base Year	Year 1
26	Health Plan Cost	\$	\$
27	Prescription Plan Cost	\$	\$
28	Dental Plan Cost	\$	\$
29	Vision Plan Cost	\$	\$
30	Total Cost of Insurance	\$	\$

SECTION VII: Medical Costs (continued)

SEE MOA ATTACHED

- 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

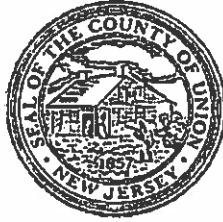
- 34 The undersigned certifies that the foregoing figures are true:

Print Name: MARK TRAUM
Position/Title: LABOR RELATIONS COORDINATOR
Signature: *Mark Traum*
Date: October 25, 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
Phone: 609-292-9898

Revised 8/2016



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2016-936
NOVEMBER 22, 2016
CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA199-Correction Officers effective January 1, 2016 through December 31, 2017; and

WHEREAS, the County of Union and the negotiating committee for PBA 199--Correction Officers , reached a tentative agreement on October 10, 2016 and the union ratified same on November 7, 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 199--Correction Officers .

Sufficiency of Funds Authorized 2016 Budget ; Subject to Inclusion in the 2017 Budget:

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

Eric Melzer

✓ Vote Record - Resolution 7921		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Sergio Granados	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Mohamed S. Jalloh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



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

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: November 1, 2016

**Re: PBA199-Correction Officers
Collective Bargaining Agreement
January 1, 2016 through December 31, 2017**

Please be advised that a tentative agreement (attached) was reached with PBA199-Correction Officers on October 19, 2016 and the union ratified on November 7, 2016. Please place a Resolution authorizing this agreement on the Freeholder Agenda for November 10, 2016.

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
Ronald Charles, Director, Department of Corrections
George Blaskewicz, Assistant Director, Department of Corrections
Kathryn Hatfield, Esq., Bauch Zucker Hatfield, LLC
Joseph Salemme, Consultant, Conventus Labor Consulting, LLC

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

PBA199-CORRECTION OFFICERS

&

COUNTY OF UNION

The County and PBA199-Correction Officers 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 PBA199-Correction 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 PBA199-Correction Officers and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the PBA199-Correction Officers 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 PBA199-Correction Officers 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

November 7, 2016

Date

MEMORANDUM OF AGREEMENT

Agreement made this 19th day of October 2016, by and between the County of Union (herein the "County") and the Patrolmen's Benevolent Association, Local 199 (herein "PBA 199").

WHEREAS, the County and PBA 199 are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2013 through December 31, 2015; and

WHEREAS, the County and PBA 199 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 199 have reached agreement on new terms and conditions subject to ratification by the membership of PBA 199 and approval by the Freeholders of the County; and

WHEREAS, the negotiating committees for the County and PBA 199 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 2013 through 2015 CNA between the County and PBA 199 shall remain in full force and effect.

2. Term

January 1, 2016 through December 31, 2017

3. Article VII Hours of Work

Section 3: Delete and replace with "There shall be three main shifts, all of which include a 20 minute muster period as follows: 1st shift – 7:40 am-4:00 pm, 2nd shift – 3:40 pm-12:00 am, 3rd shift – 11:40 pm-8:00 am.

Section 6: Delete 2nd paragraph which states “Muster pay will not be paid for any time taken without pay except for time taken under the FMLA/FLA.”

4. **Article VIII Salaries**

Section 1: January 1, 2016 – 2% across the board
January 1, 2017 – 2% across the board

Add: “Employees who resign employment with the Department of Corrections but who accept employment with another Union County Department or the Union County Sheriff or Union County Prosecutor’s Office shall be exempt from the reimbursement requirement.”

Section 5: Revise to reflect bi-monthly pay schedule.

5. **Article XIII: Seniority**

Section 4: Delete subparagraphs d., e., and f, which are “State Parole job”, “Jail Elevator”, and “Classification”, respectively. Change c “Bridge Court Liaison” to “court liaison”. Add: The post of booking and releasing shall be considered a Preferential Post with a minimum of one weekend day off to attain the staff consistency required to properly implement the Bail Reform Act.

Section 5E: Delete which states “When an opening occurs on a temporary basis due to vacation, work related injury, training, suspension and sick leave, the pool officers will be utilized. If pool officers are not available, SRPs who are regularly assigned to that shift may be used.”

Section 6: Move to Vacation Article.

Section 7A: Delete references to Reciprocal Program

Section 7Bii: Revise to state “If training is required, it will begin immediately on the shift chosen through the regular pick and will continue until the officer is adequately trained.

Section 7D: Delete section which relates to Pool Officers.

Section 7Eiii: Delete which states “There will be no overlapping days off on multi-person posts unless noted on schedule.”

Section 7F: Delete paragraph iii which states “The 12-8 shift will consist of two, two and one.”

6. Article XIV Overtime

Section 1: Revise to state: "Employees shall be compensated at time and one-half the employee's regular hourly rate for all time worked beyond 41.67 hours per week or the established work week, whichever is greater. All overtime shall be paid in the employee's next regularly scheduled pay or in accordance with the County's policy governing overtime pay."

7. Article XV: Personal Business and Religious Leave

Section 4: Modify to eliminate reference to "substitute/due days" and add "compensatory time", Change reference to "Personal Leave" to "Benefit Time": "The parties agree to permit and support the use of online training. Any officer who does not complete the annual 40 hours training requirement will be required to reimburse the Department for each hour not completed."

8. Article XVI Vacations

Section 2: Add at end: "All officers must take a minimum of ten vacation days consisting of at least one block of 5 vacation days. All officers will pick their block(s) of 5 vacation days first. Upon completion of 5 vacation day blocks, single vacation days will then be offered a seniority basis."

9. Article XVIII Sick Leave

Section 6: Replace with language from May 12, 2016 Side Bar.

Section 7(A)(1): After the first sentence, add the following: "The Director shall assign officers to administrative posts based on a review of each officer's particular qualifications, skill set, experience and seniority."

10. Article XXII Labor Management Meetings

Section 1: Modify 2nd paragraph to delete "once per month" and replace with "as necessary".

11. Article XXV Miscellaneous

Section 2: Delete which states "Consistent with the provisions of Article 20, Section 3 (Holidays) of the existing contract, the Department Head agrees that employees covered by this Agreement may elect the time when they shall take any "due days" which they may have accumulated. It is understood and agreed by the parties, that the taking of any "due days" shall be subject to approval by the Director, Department of Correctional Services and shall be consistent with the efficient operation of the jail."

Section 4: Delete and replace with: "To the extent possible, the Director will restrict the movement of prisoners during meal service."

Section 6: Delete which states "It is the intention of the Employer, consistent with the needs of the department and budget limitations, to send two employees, one junior officer and one senior officer, to police training school."

Section 13: Delete this section which discusses the Reciprocal Day Agreement and no longer exists.

12. **Article XXIX Duration**

January 1, 2016-December 31, 2017.

13. **Clean Up**

Change to Department of Corrections where necessary.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 3rd
DAY OF NOVEMBER, 2016

FOR PBA 199



DAVID OPPMANN
PRESIDENT

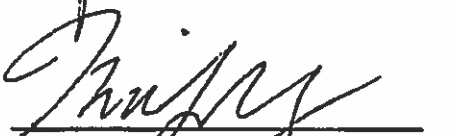


JOSEPH KRECH
DELEGATE

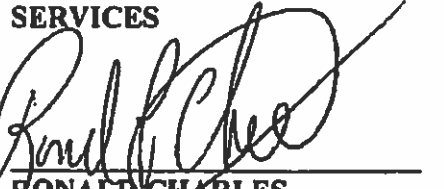
FOR THE UNION COUNTY



ALFRED FAELLA
COUNTY MANAGER

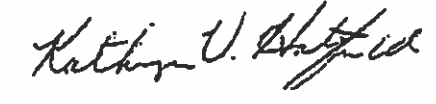


MICHAEL YUSKA
DIRECTOR, ADMINISTRATIVE
SERVICES

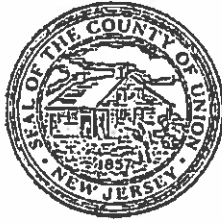


RONALD CHARLES
DIRECTOR, DEPARTMENT OF
CORRECTIONS

APPROVED AS TO FORM



KATHRYN V. HATFIELD, ESQ.



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION 2015-833

OCTOBER 8, 2015

CHAIRMAN MOHAMED S. JALLOH

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 199--Correction Officers, for a new Labor Agreement between the parties effective January 1, 2013 through December 31, 2015; and

WHEREAS, the County of Union and the negotiating committee for PBA 199--Correction Officers, reached a tentative agreement on September 10, 2015, and 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 199--Correction Officers.

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

Erick Mejia

✓ Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Angel G. Estrada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Defeated	Sergio Granados	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	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"/>
	Vernell Wright	<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 checked="" type="checkbox"/>
	Mohamed S. Jalloh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MEMORANDUM OF AGREEMENT

PBA199-CORRECTION OFFICERS

&

COUNTY OF UNION

The County and PBA199-Correction Officers engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2012. The County and PBA199-Correction 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 PBA199-Correction Officers and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the PBA199-Correction Officers 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 PBA199-Correction Officers 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

September 10, 2015

Date

MEMORANDUM OF AGREEMENT

Agreement made this 20th day of September 2015, by and between the County of Union (herein the "County") and the Patrolmen's Benevolent Association, Local 199 (herein "PBA 199").

WHEREAS, the County and PBA 199 are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2010 through December 31, 2012; and

WHEREAS, the County and PBA 199 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 199 have reached agreement on new terms and conditions subject to ratification by the membership of PBA 199 and approval by the Frecholders of the County; and

WHEREAS, the negotiating committees for the County and PBA 199 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 2010 through 2012 CNA between the County and PBA 199 shall remain in full force and effect.
2. Term
January 1, 2013 through December 31, 2015
3. Article 3: Management Rights
Add new Section 3 as follows: "The Director shall have the right to create administrative posts as necessary based on Department needs."

4. Article 3: Management Rights

Pursuant to NJAC 10A:31-4.5, the Department shall conduct performance evaluations as soon as administratively feasible. Performance evaluations shall thereafter be conducted on an annual basis.

5. Article 4: Employee Rights

Add new Section 5 as follows: "Officers subjected to minor disciplinary suspensions shall be required to forfeit vacation days to satisfy his/her suspension days. The maximum number of vacation days to be forfeited on an annual basis shall be three (3)."

6. Article 6: Grievance Procedure

Modify Section 2, Step 3 as follows: Add "All disciplinary penalties shall be implemented following the outcome of the third step and prior to Arbitration."

7. Article 7: Hours of Work

Modify Section 4 to add: "The parties agree to permit and support the use of online training. Any officer who does not complete the annual 40 hours training requirement will be required to reimburse the Department for each hour not completed."

8. Article 8: Salaries

Section 1: Salary increases shall be:

Effective and retroactive to 1/1/13: 2.5% for those at max only
Effective and retroactive to 1/1/14: 2.5% for those at max only
Effective and retroactive to 1/1/15: 0%

Add: "All employees hired on or after September 1, 2015, shall be placed at an "Academy" step of \$27,000 and shall remain at that step until successful completion of the Academy. Once an employee has completed the Academy step, he/she shall automatically move to Step 1 on the appropriate guide. Any employee who completes the Academy and thereafter resigns within three (3) years of attending the Academy shall be required to reimburse the County for all of its training and Academy costs."

Section 5: Amend to state: "If the County determines to move to bi-monthly pay and/or mandatory direct deposit, the PBA will not object to these changes."

9. Article 13: Seniority

Section 5(b): Delete

Section 6(a): We need to delete the first sentence of this paragraph as it conflicts with Article 15, Section 4(c).

Section 7(A)(1): After the first sentence, add the following: "The Director shall assign officers to administrative posts based on a review of each officer's particular qualifications, skill set, experience and seniority."

10. Article 17: Shift Differential

Delete.

11. Article 24: PBA Release Time and Union Business

Section 1: Delete and replace with the following:

The President of PBA 199 shall have a work schedule that allows him sufficient release time for contract administration and union activities, subject to the approval of the Director of Correctional Services. The President shall submit to the Director for his/her approval, the President's proposed weekly schedule of planned release time no later than seven calendar days prior to the following workweek, i.e. Sunday for the workweek starting on the following Monday. The President shall wear his/her uniform at all times when present at the Jail and shall report his/her attendance on Jail premises to the Director or his designee. If the PBA President is unable to perform the duties of the office due to a leave of absence that extends beyond fourteen (14) calendar days, a designee may be chosen to handle the day to day operations of the PBA. The PBA shall promptly notify the Director of Correctional Services of the name of the designee.

Section 2: Delete last sentence and replace with "Leave to attend state or national conventions shall be governed by N.J.S.A. 11A:6-10. All requests for leave pursuant to this statute shall be in writing and submitted to the Director for approval no later than one (1) month prior to the date leave is to begin."

12. Article 26: Miscellaneous

Section 13: Delete

13. Article 27: Insurance

Section 1. Effective September 1, 2015, amend prescription co-pays 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

Section 4, Paragraph 4: Modify as follows

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

Out of Network Reimbursement Benefit*
150% of CMS (Medicare)

Add at end of paragraph 4: Effective July 1, 2015, the County implemented two (2) additional health benefits plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Copies of the benefit summaries for each plan is attached hereto as Exhibit A. Employees hired on or after September 1, 2015, 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 and during the next open enrollment period, employees may elect to participate in 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 4, Paragraph 5. Health Benefit Buy Out.

Amend to clarify that it applies to health and prescription coverage.

14. Article 30: Duration

January 1, 2013-December 31, 2015.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 10th
September
DAY OF ~~AUGUST~~, 2015

FOR PBA 199

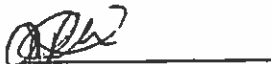


DAVID OPPMANN
PRESIDENT



JOSEPH KRECH
DELEGATE

FOR THE UNION COUNTY



ALFRED FAELLA
COUNTY MANAGER



NORMAN ALBERT, ESQ.
DIRECTOR, ADMINISTRATIVE
SERVICES