

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: <input type="text" value="County of Union"/>	County: <input type="text" value="Union"/>
2	Employee Organization: <input type="text" value="PBA 73- Police Officers"/>	Number of Employees in Unit: <input type="text" value="55"/>
3	Base Year Contract Term: <input type="text" value="1/1/2015-12/31/2017"/>	
4	New Contract Term: <input type="text" value="1/1/2018-12/31/2020"/>	

SECTION II: Type of Contract Settlement (please check only one)

5	<input checked="" type="checkbox"/> Contract settled without neutral assistance
6	<input type="checkbox"/> Contract settled with assistance of mediator
7	<input type="checkbox"/> Contract settled with assistance of fact-finder
8	<input type="checkbox"/> Contract settled in Interest Arbitration
9	If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes <input type="checkbox"/> No <input type="checkbox"/>

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	\$ <input type="text"/>
11	Longevity Costs in base year	\$ <input type="text"/>
12	Other base year salary costs	
	<input type="text"/>	\$ <input type="text"/>
	<input type="text"/>	\$ <input type="text"/>
	<input type="text"/>	\$ <input type="text"/>
	<input type="text"/>	\$ <input type="text"/>
	Sum of "Other" Costs Listed in Line 12.	\$ <input type="text"/>
13	Total Base Salary Cost: (sum of lines 10, 11, 12):	\$ <input type="text"/>

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"/>

SEE MOA ATTACHED

SECTION V: Average Increase Over Term of New CNA

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]

SEE MOA ATTACHED

SECTION VI: Other Economic Items Outside Base Salary and Increases

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

SECTION VII: Medical Costs (continued)

SEE MOA ATTACHED

- 31 Employee Insurance Contributions \$ \$
- 32 Contributions as % of Total Insurance Cost % %

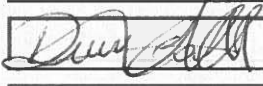
33 Identify any insurance changes that were included in this CNA.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: Diana P. Calle

Position/Title: Labor Relations Coordinator

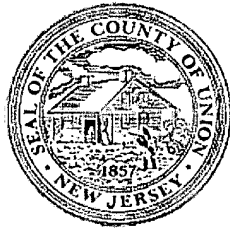
Signature: 

Date: 12/20/2021

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: 2019-850

OCTOBER 10, 2019

CHAIR BETTE JANE KOWALSKI

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 73 - County Police Officers, effective January 1, 2018 through December 31, 2020; and

WHEREAS, the County of Union and the negotiating committee for PBA 73 - County Police Officers, reached a tentative agreement on August 27, 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:

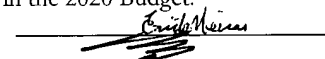

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with PBA 73 - County Police Officers.

Sufficiency of Funds Authorized ; 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 11529		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Rebecca Lynne Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Kimberly Palmieri-Mouded	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Andrea Staten	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Angela R. Garretson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES
Laura M. Scutari, Director

**To: Edward Oatman,
County Manager**

**BOARD OF
CHOSEN FREEHOLDERS**

BETTE JANE KOWALSKI
Chair

ALEXANDER MIRABELLA
Vice Chairman

ANGEL G. ESTRADA

ANGELA R. GARRETSON

SERGIO GRANADOS

CHRISTOPHER HUDAK

KIMBERLY PALMIERI-MOUEDED

ANDREA STATEN

REBECCA WILLIAMS

EDWARD T. OATMAN
County Manager

AMY C. WAGNER
Deputy County Manager

ROBERT E. BARRY, ESQ.
County Counsel

JAMES E. PELLETTIERE, RMC
Clerk of the Board

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

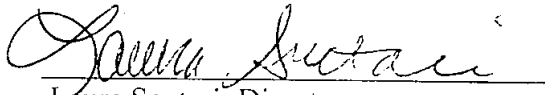
**From: Laura Scutari
Director, Department of Administrative Services**

Date: September 25, 2019

**Re: PBA73-County Police Officers
Collective Bargaining Agreement
January 1, 2018 through December 31, 2020**

Please be advised that a tentative agreement (attached) was reached with PBA73-County Police Officers on August 27, 2019 and the union ratified on September 18, 2019. Please place a Resolution authorizing this agreement on the Freeholder Agenda for October 3, 2019.

Thank you.



Laura Scutari, 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
Andrew Moran, Director, Department of Public Safety
Chris Debbie, Chief, Division of County Police
Kathryn Hatfield, Esq., Bauch Zucker Hatfield, LLC
James Mets Esq., Mets, Schiro & McGovern LLP**

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

PBA73-COUNTY POLICE OFFICERS

&

COUNTY OF UNION

The County and PBA73-County Police 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 PBA73-County Police 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 PBA73-County Police Officers and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of PBA73-County Police 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 PBA73-County Police Officers 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

September 18, 2019

Date

MEMORANDUM OF AGREEMENT

Agreement made this 27th day of August 2019 by and between the County of Union (herein the "Employer") and PBA Local Union No. 73 (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 terms herein the parties agree as follows:

A. Except as modified by this Agreement, the terms and conditions of employment in the 2015 through 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 4, AGENCY SHOP**

Add: The requirements of this Article shall be in accordance with the U.S. Supreme Court's 2017 ruling in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act.

D. **ARTICLE IV, SALARIES**

1. Section 1:

- | | | |
|----|---|------------------------------------|
| a. | Effective & retro January 1, 2018: | 2.00% to base pay
(ATB + Steps) |
| b. | Effective and retro to January 1, 2019: | 2.00% to base pay
(ATB + Steps) |

c. Effective January 1, 2020: 2.00%
(ATB + Steps)

d. In addition to the above raises, all officers not at top pay shall receive their salary steps.

2. Section 5: Delete.

E. **ARTICLE 6, VACATION**

1. Section 1:

a. Effective 1/1/19, subsection (b), replace with the following:

Four/Four Work Schedule

1 to 8 years	11 workdays
8 to 10 years	12 workdays
10 to 15 years	14 workdays
15 to 20 years	16 workdays
20 to 25 years	18 workdays
25 plus	24 workdays

Four/Three Work Schedule

1 to 8 years	13 workdays
8 to 10 years	14 workdays
10 to 15 years	16 workdays
15 to 20 years	18 workdays
20 to 25 years	21 workdays
25 plus	27 workdays

b. Subsection (c), replace with the following:

If an officer is transferred from the four/four to the four/three work schedule or vice versa, for a period of 6 months or less, he shall not have his vacation time adjusted. If he is transferred for more than 6 months, it shall be adjusted.

2. Section 2: Delete.

F. **ARTICLE 8, SICK LEAVE**

1. Effective 1/1/19, Section 3 shall be modified as follows:

a. Subsection (a): Change 8 hours to 1 workday and 4 hours to ½ workday.

b. Subsection (b): Change 8 hours to 1 workday and 120 hours to 15 workdays.

c. Subsection (c), replace with: As of 1/1/19, a day of sick time will be based on the number of hours in an officer's shift. (12-hour day = 180 hours or 15 days. 10.5-hour day = 157.5 hours or 15 days). If an officer is transferred from the four/four to the four/three work schedule or vice versa, for a period of 6 months or less, he shall not have his sick time adjusted. If he is transferred for more than 6 months, it shall be adjusted.

d. Subsection (g), add the following: All sick time accumulated prior to 1/1/19 shall be converted to days by dividing the officer's banked hours by 10.75 if on the four and four work schedule and 9.25 hours if on the four and three work schedule. For example, an officer on the four and four work schedule who has 135 hours banked will be converted to 13 days (rounded up from 12.6 days).

e. Subsection (g), replace with: Sick time earned prior to 1/1/19 shall be deducted based on 10.75 hours per day for those officers on the 4/4 12 hour schedule and 9.25 hours for those officers on the 4/3 10.5 hour schedule. Sick time earned on or after 1/1/19 shall be deducted on an hour-for-hour basis.

2. Section 4: Change "five (5)" to "more than three (3)."

G. **ARTICLE 20, INSURANCE**

Add the following to Section 3:

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 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.

H. **ARTICLE XXII, MISCELLANEOUS**

1. Section 4, Sick Incentive: Delete "FMLA" exemption.
2. Section 11 (New):

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

I. **ARTICLE 23, DURATION**

January 1, 2018 through December 31, 2020.

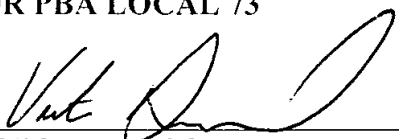
J. **EXHIBIT A – SALARY GUIDE**

See attached.

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

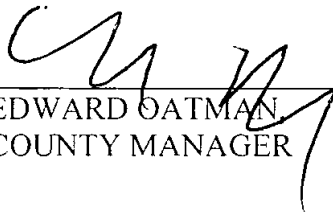
L. All other proposals of the parties not contained herein are deemed withdrawn.

FOR PBA LOCAL 73



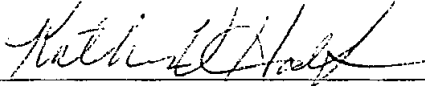
VICTOR BURISCH
PRESIDENT

FOR UNION COUNTY



EDWARD OATMAN
COUNTY MANAGER

APPROVED AS TO FORM:



KATHRYN V. HATFIELD, ESQ.
ATTORNEY FOR THE COUNTY

EXHIBIT A

	2017	1/1/2018	1/1/2019	1/1/2020			
		2.00%	2.00%	2.00%			
Min.	\$ 49,284	\$ 50,270	\$ 51,275	\$ 52,301			
1	\$ 54,840	\$ 55,937	\$ 57,056	\$ 58,197			
2	\$ 60,396	\$ 61,604	\$ 62,836	\$ 64,093			
3	\$ 65,952	\$ 67,271	\$ 68,616	\$ 69,989			
4	\$ 71,508	\$ 72,938	\$ 74,397	\$ 75,885			
5	\$ 77,064	\$ 78,605	\$ 80,177	\$ 81,781			
6	\$ 82,620	\$ 84,272	\$ 85,958	\$ 87,677			
7	\$ 88,176	\$ 89,940	\$ 91,738	\$ 93,573			
8	\$ 93,732	\$ 95,607	\$ 97,519	\$ 99,469			
Max.	\$ 99,288	\$ 101,274	\$ 103,299	\$ 105,365			

NO CHANGES TO SOP LANGUAGE.