

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 style="width: 95%;" type="text" value="Union County"/>	County: <input style="width: 95%;" type="text" value="Union"/>
2	Employee Organization: <input style="width: 95%;" type="text" value="PBA 199-Correction Officers"/>	Number of Employees in Unit: <input style="width: 95%;" type="text" value="37"/>
3	Base Year Contract Term: <input style="width: 95%;" type="text" value="7/1/2021-12/31/2022"/>	
4	New Contract Term: <input style="width: 95%;" type="text" value="1/1/2023-12/31/2023"/>	

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 style="width: 95%;" type="text"/>
11	Longevity Costs in base year	\$ <input style="width: 95%;" type="text"/>
12	Other base year salary costs	
	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
	Sum of "Other" Costs Listed in Line 12.	\$ <input style="width: 95%;" type="text"/>
13	Total Base Salary Cost: (sum of lines 10, 11, 12):	\$ <input style="width: 95%;" 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"/>

SECTION V: Average Increase Over Term of New CNA

SEE MOA ATTACHED

21 Dollar Increase Over Life of Contract \$ [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

SEE MOA ATTACHED

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<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"/>	<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"/>	<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"/>	<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"/>	<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: Vanessa Figueiredo
Position/Title: Labor Relations Coordinator
Signature: Vanessa Figueiredo
Date: 12/5/2022

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 COUNTY COMMISSIONERS

RESOLUTION: 2022-574

JUNE 23, 2022

CHAIR REBECCA LYNNE WILLIAMS

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, 2023 through December 31, 2023; and

WHEREAS, the County of Union and the negotiating committee for PBA 199--Correction Officers, reached a tentative agreement on May 17, 2022, 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 Union County Board of County Commissioners 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.

Subject to Inclusion in the Budget 2023 Budget:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

✓ Vote/Record - Resolution 15761		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	James Baker Jr.	H	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Angela R. Garretson		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Sergio Granados		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Bette Jane Kowalski		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Lourdes M. Leon		<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"/>	Kimberly Palmieri-Moudeed	S	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Christopher Hudak		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Rebecca Lynne Williams		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Laura M. Scutari, Director

**BOARD OF
COUNTY COMMISSIONERS**

REBECCA WILLIAMS
Chair

CHRISTOPHER HUDAK
Vice Chair

JAMES E. BAKER, JR.

DR. ANGELA R. GARRETSON

SERGIO GRANADOS

BETTE JANE KOWALSKI

LOURDES M. LEON

ALEXANDER MIRABELLA

KIMBERLY PALMIERI-MOUEDED

EDWARD T. OATMAN
County Manager

AMY CRISP WAGNER
Deputy County Manager

BRUCE H. BERGEN, ESQ.
County Counsel

JAMES E. PELLETTIERE
Clerk of the Board

**To: Edward Oatman,
County Manager**

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

Date: June 10, 2022

**Re: PBA199-Correction Officers
Collective Bargaining Agreement
January 1, 2023 through December 31, 2023**

Please be advised that a tentative agreement (attached) was reached with PBA199-Correction Officers on May 17, 2022 with the union membership ratified on May 17, 2022. Please place a Resolution authorizing this agreement on the Commissioners Agenda for June 23, 2022.

Thank you.



Laura Scutari, Director Administrative Services

Cc: Claudia Martins, Deputy Director, Division of Personnel
James Pellettiere, Clerk of the Board
Bruce H. Bergen, County Counsel
Bibi Taylor, Director, Department of Finance
Peter Corvelli, Union County Sheriff
Ronald Charles, Director, Division of Corrections
Kathryn Hatfield, Esq., Hatfield Schwartz Law Group
Joseph Salemme, Consultant, Conventus Labor Consulting, LLC

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908)527-4200

fax(908)289-0180

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 is expiring on December 31, 2022. 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 Commissioners. The Bargaining Committee of PBA199 Correction 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 Commissioners.

Therefore, the County and PBA199 Correction 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.

May 17, 2022

Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the County of Union and the Office of the Union County Sheriff (herein the “Employer”) and PBA Local 199 (herein the “PBA”):

WHEREAS, the Employer and the PBA are parties to a Collective Negotiations Agreement covering the period from July 1, 2021, through December 31, 2022; and

WHEREAS, the Employer and the PBA have engaged in good faith negotiations for a one (1) year extension of that contract that has resulted in an agreement between the negotiating committees subject to ratification by the PBA membership and approval by the Employer’s governing body, which the negotiating committees for the parties unanimously agree to recommend:

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

A. Except as herein modified, the terms and conditions of the July 1, 2021, through December 31, 2022, contract shall remain in full force and effect.

B. **GENERAL**

1. Change dates throughout the Agreement to coincide with the new term and general cleanup of language.

2. Counsel for the parties shall review the draft successor agreement and have the authority to correct non-substantive errors such as typos.

C: **ARTICLE VII, HOURS OF WORK**

Section 2. Update the shift schedules to:

First Shift 6:40 AM to 3:00 PM hours

Second Shift 2:40 PM to 11:00 PM hours

Third Shift 10:40 PM to 7:00 AM hours

D. **ARTICLE VIII, SALARIES**

1. Section 2. Implement the following wage increases:

1/1/23 2.00% ATB

2. Section 7 (New). Hazard Pay

Should any County law enforcement unit be granted hazard pay, the Employer agrees to reopen the contract solely to negotiate the issue of hazard pay with the PBA.

3. Section 8 (New): Reopener

If any other organized group of employees of the County, Sheriff's Department, or Prosecutor's Office receives an across the board increase in salary for the calendar year 2023 that is greater than the 2% increase set forth above and/or receives hazard pay, the PBA shall have the option to reopen this contract for further negotiations on those issues.

E. **ARTICLE XV, PERSONAL BUSINESS AND RELIGIOUS LEAVE**

Section 4 (New): Effective July 1, 2022, each employee shall be entitled to 1 administrative leave day with pay. Administrative leave days are to be used in the same manner as personal days.

F. **ARTICLE XVIII, SICK LEAVE**

Section 1: Add new paragraph F to state "Until he/she reduces his/her sick bank to 2 weeks of paid sick time, a Correctional Police Officer shall be required to use sick leave concurrent with FMLA for his/her own serious health condition or with FMLA/FLA for the

serious health condition of a covered person. Once the Correctional Police Officer's sick bank is reduced to 2 weeks of paid sick leave, he/she shall have the option to continue to use paid sick time, some other paid leave time, or complete FMLA or FLA without pay or under the New Jersey State Family Lave Insurance Law.

G. ARTICLE XX, HOLIDAYS

Section 1. Add: Effective and retroactive to January 1, 2022, a 15th holiday (Juneteenth) shall be added to base pay at time and one-half (1.5) rate.

H. ARTICLE XXVII, INSURANCE

Section 4, subsection 2. Add: Effective and retroactive to January 1, 2022, officers shall be required to pay 1.5% of their pensionable base pay towards the cost of medical premiums for calendar year 2022. Effective January 1, 2023, the employee contributions shall revert to those paid under the July 1, 2021 through December 31, 2021 contract.

If any other organized group of employees of the County, Sheriff's Department, or Prosecutor's Office receive a reduction in premium sharing contributions for its unit members during the term of this Agreement that is less than that which is paid by PBA unit members, the PBA shall have the option to reopen this contract for further negotiations on that issue.

I. ARTICLE XXVII, INSURANCE

Section 3 and Schedule D shall be amended such that all officers who do not receive retiree health benefits pursuant to Schedule C shall not receive the stipend set forth in Schedule D but shall contribute 50% of the cost of the premium in retirement.

J. ARTICLE XXXI, DURATION

Change the term to January 1, 2023, through December 31, 2023.

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 no contained herein are deemed withdrawn.

FOR PBA LOCAL 199

FOR THE COUNTY OF UNION


STANLEY TERRELL, PRESIDENT


EDWARD OATMAN,
COUNTY MANAGER

Dated: 5/19/22

Dated:

FOR THE UNION COUNTY SHERIFF

APPROVED AS TO FORM:


PETER CORVELLI, SHERIFF


KATHRYN V. HATFIELD, ESQ.
LABOR COUNSEL

Dated: 6-7-22

Dated: June 7, 2022