

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: County of Union County: Union

2 Employee Organization: TEAMSTERS JAIL PROOF Number of Employees in Unit: 5

3 Base Year Contract Term: 1/1/2009 - 12/31/2012 New Contract Term: 1/1/2013 - 12/31/2017

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

4 Contract settled without neutral assistance

5 Contract settled with assistance of mediator

6 Contract settled with assistance of fact-finder

7 Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

SEE MOA ATTACHED

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$

10 Longevity Costs in Base Year \$

11 Total Salary Base \$

SECTION IV: Salary Increases for Each Year of New Agreement*

SEE MOA ATTACHED

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
13 Cost of Salary Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
14 Salary Increase Above Increments (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 New Salary Base (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18 Percentage increase over prior year	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

**If contract duration is longer than five years, please add an additional page.*

Employer: County of Union

Employee Organization: Teachers and Professionals 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	\$ <input type="text"/>	\$ <input type="text"/>
22 Prescription Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
23 Dental Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
24 Vision Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
25 Total Cost of Insurance	\$ <input type="text"/>	\$ <input type="text"/>
26 Employee Insurance Contributions	\$ <input type="text"/>	\$ <input type="text"/>
27 Employee Contributions as % of Total Insurance Cost	<input type="text"/> %	<input type="text"/> %

Section VI: Medical Costs (continued)

SEE MOA ATTACHED

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

SECTION VII: Certification and Signature

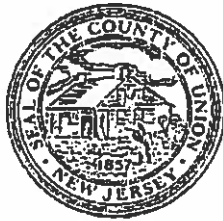
29 The undersigned certifies that the foregoing figures are true:

Print Name: MARK TRAUM
Position/Title: LABOR RELATIONS COORDINATOR
Signature: *Mark Traum*
Date: January 24, 2018

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 *2017-206*

FEBRUARY 23, 2017

CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with Teamsters Local 102--Jail Professionals, effective January 1, 2013 through December 31, 2017; and

WHEREAS, the County of Union and the negotiating committee for Teamsters Local 102--Jail Professionals, reached a tentative agreement on January 12, 2017 and the union ratified same on January 25, 2017. 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 Teamsters Local 102--Jail Professionals.

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

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

Bruce H. Bergen

[Signature]

✓ Vote Record - Resolution RES-2017-206		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 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 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MEMORANDUM OF AGREEMENT
TEAMSTERS LOCAL 102-JAIL PROFESSIONALS

&

COUNTY OF UNION

The County and Teamsters Local 102-Jail Professionals 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 Teamsters Local 102-Jail Professionals 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 Teamsters Local 102-Jail Professionals and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Teamsters Local 102-Jail Professionals 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 Teamsters Local 102-Jail Professionals agree to the attached Three (3) 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

January 25, 2017

Date

MEMORANDUM OF AGREEMENT

Agreement made this 22nd day of January, 2017, by and between the County of Union (herein the "County") and Teamsters Union Local 102, Public Safety Professional Staff (herein the "Teamsters Local 102").

WHEREAS, the County and Teamsters Local 102 are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2009 through December 31, 2012; and

WHEREAS, the County and Teamsters Local 102 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 Teamsters Local 102 have reached agreement on new terms and conditions subject to ratification by the membership of Teamsters Local 102 and approval by the Freeholders of the County; and

WHEREAS, the negotiating committees for the County and Teamsters Local 102 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 2009 through 2012 CNA between the County and Teamsters Local 102 shall remain in full force and effect.

2. **Article 5. Salaries and Compensation**

Section 1.

Salary increase shall be as follows:

2013: 2.0% inclusive of increments. All members due an increment shall receive the increment. All remaining money shall be divided among members who did not receive an increment.

2014: 2.0% inclusive of increments. All members due an increment shall receive the increment. All remaining

money shall be divided among members who did not receive an increment.

2015: 2.0% inclusive of increments. All members due an increment shall receive the increment. All remaining money shall be divided among members who did not receive an increment.

2016: 2.0% across the board

2017: 2.0% across the board

Modify to reflect bi-monthly pay change and mandatory direct deposit.

3. **Article 16. Health Benefits**

Section 1. Modify to incorporate the following:

	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 1. 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 will have the option to select 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 2. 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

6. Article 28. Duration

January 1, 2013 through December 31, 2017.

FOR TEAMSTERS LOCAL 102


ROBERT CROOM
PRESIDENT

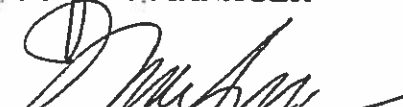

VINCE MINICHINO
VICE PRESIDENT

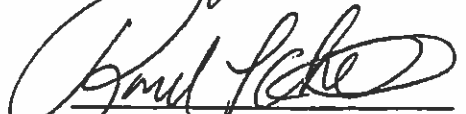
APPROVED AS TO FORM


KATHRYN V. HATFIELD, ESQ.

FOR THE COUNTY


ALFRED FAELLA
COUNTY MANAGER


MICHAEL YUSKA
DIR. ADMIN. SERVICES


RONALD CHARLES
DIR. DEPT. CORRECTIONS

February 17, 2017
DATE



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

10/15/2009

RESOLUTION NUMBER: 2009-972

WHEREAS, the County of Union and Teamster Local 102 Jail Professionals 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 Teamsters Local 102 Jail Professionals negotiating committees reached a tentative agreement on October 1, 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 Teamster Local 102 Jail Professionals.

NO SUFFICIENCY OF FUNDS REQUIRED

Frank W. Padusniak
10-14-09

RECORD OF VOTE

Table with columns: FREEHOLDER, Aye, Nay, Abs, Pass, Res., Mot, Soc, NP, FREEHOLDER, Aye, Nay, Abs, Pass, Res., Mot, Sec, NP. Rows include ESTRADA, HOLMES, KOWALSKI, PROCTOR, SCANLON, VAN BLAKE, WARD, SULLIVAN VICE-CHAIRMAN, MIRABELLA CHAIRMAN.

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.

Nicole DiRado 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
TEAMSTERS LOCAL 102 JAIL PROFESSIONALS
&
COUNTY OF UNION

The County and Teamsters Local 102 Jail Professionals engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2008. The County and Teamsters Local 102 Jail Professionals 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 Teamsters Local 102 Jail Professionals and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Teamsters Local 102 Jail Professionals 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 Teamsters Local 102 Jail Professionals 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 Teamsters Local 102 Jail Professionals

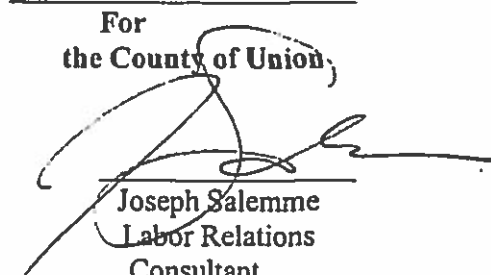

Thomas Duffy, Business Agent


William Karafel, President


Laur-Lei Phillip

Dated: 10/13/2009

For
the County of Union,


Joseph Salemme
Labor Relations
Consultant

ATTES


Frank Guzzo
Director, Department
of Human Services

1. Duration: (Article 28)

January 1, 2009 to December 31, 2012

2. Salaries: (Article 5)

2009	3%
2010	0%
2011	0%
2012	3%

3. Health Insurance Benefits for Retirees

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 during the term of the agreement 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 plan at any time so long as the modified plan provides 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.

*Benefit includes Family/HW or PC coverage as applicable

EXHIBIT B-1
HEALTH INSURANCE BENEFITS
FOR RETIREES

Effective May 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 for the County of Union on or before December 31, 2011; and must retire on either a disability pension, or retire having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 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 Horizon Direct Access Health Insurance Plan. Subject to the vested material rights of employees covered hereunder, the County reserves the right to change or modify the plan at any time so long as the modified plan provides 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. This benefit shall cover the retiree's spouse and/or eligible dependent(s) at the time of retirement and in the event of the retiree predeceasing said spouse and/or eligible dependent(s); coverage shall continue for the surviving spouse and/or eligible dependents.

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c) **Future Employees:** Employees hired after December 31, 2011, shall only be eligible for the health benefit subsidy as set forth in Exhibit B.

d) **Cessation of Subsidy:** Upon implementation of retiree health benefits provided in a) and b) above the County shall be obligated 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 Exhibit B.

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 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 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.

- c) Future Employees: Employees hired after December 31, 2012, 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 16)

Drug Prescription Benefits

Effective November 1, 2009, Co-payments shall be as follows:

Retail:

\$20.00 co-pay per prescription for name brand where generic is available.

\$15.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$6.00 co-pay per prescription for generic.

Mail:

\$15.00 co-pay per prescription for name brand where generic is available

\$10.00 co-pay per prescription for name brand where no generic is available or name brand is required by the physician.

\$5.00 co-pay per prescription for generic.

The above co-pays shall apply to both retail pharmacy purchases (up to 30 day supply and a ninety (90) day supply through mail order.

The restriction on flow through of prescription co-payments to the Major Medical portion of the health insurance coverage shall be continued.

Drug Plan Utilization Modifications

- a) Enhanced Concurrent Drug Utilization Review (Refill too soon/stockpiling)
- b) Preferred Drug Step Therapy (Generic or Preferred Name Brand first) Limited to PPI, SSRI and Intranaseal steroid drugs
- c) Clinical Intervention (Statement of medical necessity from MD) Limited to Anti-Narcoleptic Agents, Weight Loss and Antineoplastic Agents

Health Insurance Plan Modifications

The following modifications shall be implemented:

- a) Effective October 1, 2009, 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 shall be implemented as follows:

Effective November 1, 2009 - \$25.00 per visit
- c) Effective November 1, 2009 new employees shall contribute the following percentages of salary:

	<u>*6/03-10/31/09</u>	<u>11/1/09</u>
Family	2.5%	3%
H/W & P/C	2%	2.5%
Single	1.5%	2%

*Contribution rate for employees hired after June 1, 2003, will be capped at these rates.

5. Education Assistance: (Article 25)

Section 1. delete \$50.00 and replace with: up to \$100 per course

6. Salaries & Compensation: (Article 5)

New: Bi-Lingual Stipend - \$200, in 2009 plus \$200, in 2012 (total \$400)
for employees holding a NJ Department of Personnel Bi-Lingual title.

7. Recognition: (Article 1)

Variants (i.e.; Pr., Sr., Bi-Lingual etc.) of existing titles shall be recognized and included in the bargaining unit.

8. Health & Safety: (Article 22)

Work Conditions (Juvenile Detention) – All current security presently provided shall be maintained and when situations arise that disrupt safety the situation shall be promptly addressed in accordance with NJ Juvenile Justice Commission Manual of Standards.

9. Employee Rights: (Article 18)

Verbal reprimands shall be deleted from file after one (1) year.

10. Budget for Supplies: (Article 27)

Teachers shall be provided with an individual discretionary account each calendar year of \$250.00 for schoolbooks, supplies and other educational related items. Mandated supplies will continue to be supplied by the County.

End.

2010 PAY SCHEDULE

AGREEMENT - STATEMENT

Employees are paid on a bi-weekly basis. Effective January 1, 2010 a rotating bi-weekly pay day schedule will be implemented, for the purpose of being able to maintain a 26 week pay cycle. 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 be repeated every five (5) years.

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