



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2015-1011

DECEMBER 3, 2015

CHAIRMAN MOHAMED S. JALLOH

WHEREAS, the County of Union engaged in collective bargaining negotiations with Teamsters Local 102-Primary Supervisors, for a new Labor Agreement between the parties effective July 1, 2013 through June 30, 2017; and

WHEREAS, the County of Union and the negotiating committee for Teamsters Local 102-Primary Supervisors, reached a tentative agreement on November 10, 2015 and the Union ratified same on November 13, 2015. 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 Teamsters Local 102-Primary Supervisors.

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

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

✓ Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Angel G. Estrada	<input checked="" type="checkbox"/>	<input 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"/>
<input type="checkbox"/>	Christopher Hudak	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input 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"/>
<input type="checkbox"/>	Vernell Wright	<input checked="" type="checkbox"/>	<input 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"/>
<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-PRIMARY SUPERVISORS
&
COUNTY OF UNION

The County and Teamsters Local 102-Primary Supervisors engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on June 30, 2013. The County and Teamsters Local 102-Primary Supervisors 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-Primary Supervisors and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the Teamsters Local 102-Primary Supervisors 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-Primary Supervisors 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

November 13, 2015

Date

MEMORANDUM OF AGREEMENT

Agreement made this 10th day of November 2015, by and between the County of Union (herein the "County") and Teamsters Union Local 102, Primary Supervisors (herein the "Teamsters").

WHEREAS, the County and Teamsters are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2009 through December 31, 2013; and

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

WHEREAS, the negotiating committees for the County and Teamsters 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 2013 CNA between the County and Teamsters shall remain in full force and effect.

2. Term

July 1, 2013 through June 30, 2017

3. Salaries

7/13-6/14	-	0%
7/14-6/15	-	2% at max, all others get increments
7/15-6/16	-	2% at max, all others get increments
7/16-6/17	-	2% across the board and increments

4. Payroll

Section 2: Modify to state: The County shall move to a bi-monthly pay schedule beginning in January 2016. In order to transition to that schedule employees will be paid in January and February 2016 on the following dates:

January 1, 2016: Employees eligible for back pay under the 2009 Mastriani award shall receive one week's pay of the two week award.

January 6, 2016: All employees will receive the 1st January pay.

January 25, 2016: All employees will receive the 2nd January pay

February 10, 2016: All employees will receive the 1st February pay

February 29, 2016: All employees will receive the 2nd February pay

Thereafter employees will be paid on the 15th and 30th of each month (or 28th or 29th during the month of February).

January 15, 2017: Employees eligible for back pay under the 2009 Mastriani award shall receive one week's pay in full satisfaction of the two week award.

If an employee separates from service during January or February 2016, i.e., prior to full transition to bi-monthly pay, a calculation will be made of days worked v. days paid provided to determine if any money is owed.

If an employee eligible for the 2009 Mastriani award separates from services prior to January 15, 2017, they will receive the full amount of the award owed upon separation.

In the event the County implements mandatory direct deposit in 2016, Teamsters agrees that it will accept this change without dispute.

5. Benefits: Article 15

Section 1. Modify as follows

	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 2: Prescription Plan. 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

Section 4. Disability Protection

Employees shall have the right to increase their maximum benefit and pay the premium difference.

Section 6. Health Benefit Buy Out.

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

6. Dues Check Off: Article 5

Section 1.

Add "the deduction of Initiation Fee and any other fees imposed by the Local Union" at the end of the first sentence.

Add New Section 5 as follows:

Upon request from the Local Union, the Employer agrees to deduct contributions to DRIVE from the wages of those employees who may voluntarily execute a form to authorize such deduction prepares and furnished to them by the Union. The authorization for and remittance to the Union of such deductions by the Employer shall be in conformance with all applicable laws.

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 12th

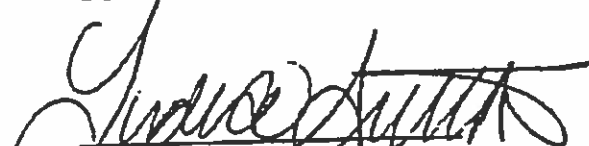
DAY OF NOVEMBER __, 2015

FOR TEAMSTERS PRIMARY SUPERVISORS

FOR THE UNION COUNTY




KEVIN O'CONNOR
BUSINESS AGENT



LYDIA SMITH
CHIEF SHOP STEWARD



ALFRED FAELLA
COUNTY MANAGER



NORMAN ALBERT, ESQ.
DIRECTOR, ADMINISTRATIVE
SERVICES



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

12/17/2009

RESOLUTION NUMBER: *2009-1216*

WHEREAS, the County of Union and the Teamster Local 102 Primary Supervisors engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on June 30, 2009; and

WHEREAS, the County of Union and the Teamster Local 102 Primary Supervisors negotiating committees reached a tentative agreement on December 7, 2009 and the Union ratified on December 14, 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 the Teamster Local 102 Primary Supervisors.

NO SUFFICIENCY OF FUNDS REQUIRED

Frank Wadsworth
12-17-09

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								WARD								X	
KOWALSKI	X								SULLIVAN VICE-CHAIRMAN	X					X			
PROCTOR	X								MIRABELLA CHAIRMAN	X				X				
SCANLON	X						X											

APPROVED AS TO FORM
[Signature]
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.
[Signature] 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

Conventus Labor Consulting, LLC

773 Clark Street

Westfield, New Jersey 07090

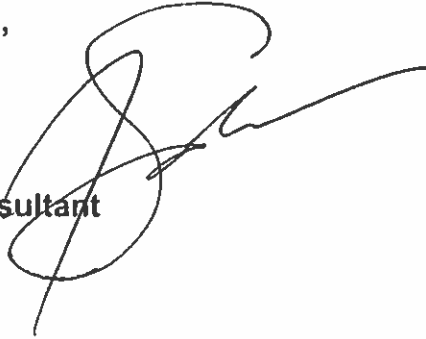
908-967-2153

Joseph L. Salemme, M.L.E.R.
Principal

Email:jsalemme@conventusllc.org

**To: George W. Devanney,
County Manager**

**From: Joseph L. Salemme
Labor Relations Consultant**



Date: December 8, 2009

**Re: Teamsters Local 102 Primary Supervisors
Collective Bargaining Agreement
July 1, 2009 through June 30, 2013**

Please be advised that a tentative agreement (attached) was reached with Teamsters Local 102 Primary Supervisors on December 7, 2009. The union has scheduled a ratification vote for the week of December 14th. Please place a Resolution authorizing this agreement on the Freeholder Agenda for December 17th. In the event the union does not ratify, I will request that the Resolution be removed from the agenda prior to the December 17th Regular meeting.

Thank you.

**Cc: M. Elizabeth Genievich, Deputy County Manager/Director,
Department of Administrative Services
Denise LaSpata, Director, Division of Personnel
Nicole L. DiRado, Clerk of the Board
Robert E. Barry, County Counsel
Lawrence M. Caroselli, Director, Department of Finance
Frank Guzzo, Director, Department of Human Services**


MEMORANDUM OF AGREEMENT
TEAMSTERS LOCAL 102 PRIMARY SUPERVISORS
&
COUNTY OF UNION


The County and Teamsters Local 102 Primary Supervisors engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on June 30, 2009. The County and Teamsters Local 102 Primary Supervisors have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

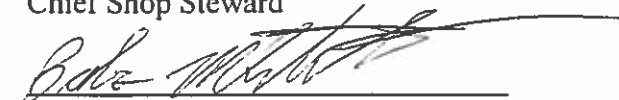
The tentative Agreement is subject to the ratification of the membership of Teamsters Local 102 Primary Supervisors and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of Teamsters Local 102 Primary Supervisors agree to recommend, without reservation, 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.

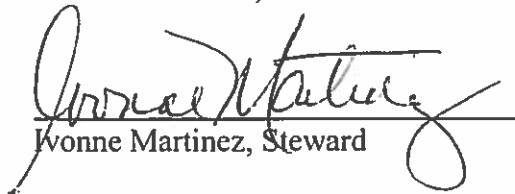
Therefore, the County and Teamsters Local 102 Primary Supervisors agree to the attached four (4) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement.

For Teamsters Local 102 Primary Supervisors



Kevin O'Connor, Business Agent

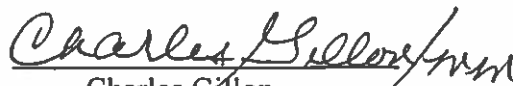

Nancy Moharter,
Chief Shop Steward


Pedro Maldonado, Steward


Ivonne Martinez, Steward

For the County of Union


Joseph Salemm
Labor Relations Consultant


Charles Gillon
Director,
Division of Social Services

12/7/09
Date

1. Duration: (Article 26)

July 1, 2009 to June 30, 2013

2. Salaries: (Article 19)

2009 – 3% (Retroactive to July 1, 2009)

2010 – 0%

2011 – 0%

2012 – 2.55%

3. Health Insurance Benefits for Retirees: (Article 18, Section 3)
(Employees hired prior to December 17, 2009)

Effective January 1, 2010, 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, as a member of the bargaining unit, on or before December 17, 2009; 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 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 December 17, 2009, 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)
Drug Prescription Benefits

Effective January 1, 2010, 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 Anti-Neoplastic Agents

Health Insurance Plan Modifications

Effective January 1, 2010, 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 shall be implemented as follows:

Effective January 1, 2010 - \$25.00 per visit

5. Death in the Family: (Article 14, Section 2)

Add "a person who raised the employee in loco parentis"

6. Article 3, Section 4 – Union Rights: Increase aggregate days from "17 to 20".

7. Article 12, Section 10 – Vacations: Add "or hourly increments."

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 **Teamsters Local 102 – Primary Supervisors** (hereinafter the “**Union**”)

WHEREAS, the County and Union are parties to a collective bargaining agreement (“**CBA**”) covering the period July 1, 2009 through June 30, 2013; and

WHEREAS, the Employee is a member of the Teamsters Primary Supervisors bargaining unit covered by the CBA; and

WHEREAS, in order to obtain the agreement to enter into the CBA, the Union agreed to a zero percent increase to base pay for calendar years 2010 and 2011 and other agreements as more particularly set forth in the Memorandum of Agreement dated _____, 2009, 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 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 the 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

**Teamsters Local 102
Primary Supervisors**

By: _____
Nancy Moharter
President

ATTEST

Employee Signature

_____, Employee
Print Name

ATTEST