POLICE AND FIRE COLLECTIVE BARGAINING AGREEMENT SUMMARY FORM

Section I: Agreement Details				,
Public Employer:	NIY	OF UNION	County: UNCON	
Employee Organization	199'A -	- Correction Su	Pu 1825 Employees in Unit: 41	
Base Year Contract Term: 20/	2010 - 2012 New Contract Term 1/1/2013 - 13/31/2016			
Type of Settlement: Arbitrator's Aw	pe of Settlement: Arbitrator's Award Fact-Finder Recommendation			
Section II: Statutory Definition of Base Salary				
N.J.S.A. 34:13A-16.7(a): <u>Base salary</u> is the salary p longevity or length of service. It shall also include ar contract. Base salary shall not include non-salary e	other item agreed to	by the parties, or any other item that was included	oursuant to a salary increment, including any amount provi fed in the base salary as understood by the parties in t	ded for he prior
		Base Year - Total Costs (Last Year of Previous agreement) Column A Column B	New Base Year - Total Costs (First Year of Successor agreement) Column C Column C	
Section III: Economic - Costs inside base salary		Economic Non-salary Economic Inside Base Salary Outside Base Salary	Economic Non-salary Economic Inside Base Salary Outside Base Salary	
Salary				
Increment		N/A	N/A	
Longevity				
Section IV: Additional Costs List economic Items: indicate either inside or outside base sala as agreed to between the parties. Item Description		SEE	Sp. 12	
Item 1				
Item 2	-	1-11/2- 1	- Maa	
Item 3		11/12		
Item 4				
Item 5		18/1 Aches	HARRED	
Item 7				
Item 8				
Item 9				
Any additional items list on separate sheet	Additional Items			
Section V: Totals - Sum of costs in each column		(Total Economic) (Total Non-salary Section III & IV Economic)	(Total Economic) (Total Non-salary Economic)	
Section VI: Analysis of new successor agreement		NEW AGREEMENT ANALYSIS	and the second s	
Total Economic Base Year(previous agreement)			MOA	
Effective Date (m/d/yyyy)				
Percent Increase				
Actual dollar increase	***************************************	***************************************		
Total Economic Costs (successor agreement)				***************************************
ection VII: Impact of Settlement - average annual	ncrease over term of	agreement		
Percentage Impact (average per year over term of				
agreement) Dollar Impact (average per year over term of agreement)	***************************************	-		
Some impact (average per year over term or agreement)		-		
Section VIII				
Medical Costs	Base Year	Year 1	E MOA	
Cost of Health Plan		The P	- " / V * 8	
Employee Contributions				
Prescription			***************************************	north constraints
Dental			**************************************	·····
Vision				
The undersigned certifies that the foregoing figure	s are true and is au	are that if any of the forenoing items are false	s. s/he is subject to punisment	
Free undersigned certifies that the foregoing rights Section IX	o or	and some in unity of the foregoing items are laist		
Prepared by:	ok Ton	Title:	LABOR PELATIONS G	002-1-
	V- 1914	Tide.	WITCHELLEND OF	UZDIN A
	Print Name			

Send completed & signed form, a signed and dated copy of contract, signed and dated certification as well as a word processing version of contract to contract to contract signed and dated copy of contract.

Rev 2012.03.21



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2012-974

NOVEMBER 29, 2012

CHAIRMAN ALEXANDER MIRABELLA

WHEREAS, the County of Union engaged in collective bargaining agreements with PBA 199A-Corrections Superior Officers for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2009; and

• WHEREAS, the County of Union and the negotiating committees for PBA Local 199A-Correction Superior Officers reached a tentative agreement on October 1, 2012 and ratified same on the same day; and

WHEREAS, the County of Union now desires to confirm the understandings in the Memorandum of Agreements with both parties which are 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 Local 199A- Correction Superior Officers.

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

7.,			1.00.011.00			
✓ Vote Record.			Yes/Aye	No/Nay	Abstain	Absent
	Angel G. Estrada		Ø		D	
-	Christopher Hudak	S	Q			
Adopted Adopted as Amended Defeated Tabled	Mohamed S. Jalloh		Z)			
	Bette Jane Kowalski		Ŕ			
	Debomb P. Scanlon		Ø			
☐ Withdrawn	Daniel P. Süllivan	· m	u C		0 .	
(ii) Whitelett	Vernell Wright		Ø	D	O	
	1 1 1 17		73	(7)		

MEMORANDUM OF AGREEMENT PBA LOCAL 199A-CORRECTION SUPERIOR OFFICERS

COUNTY OF UNION

The County and PBA Local 199A, Correction Superior Officers engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2009. The County and PBA Local 199A have reached a tentative agreement which the parties now desire to confirm in this Memorandum of

The tentative Agreement is subject to the ratification of the membership of PBA Local 199A and is subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of the PBA Local 199A agrees to recommend, without reservation, the pargaining committee of the FDA Local 199A agrees to recommend, without reservation, the approval of the tentative Agreement to the membership of the Union. The representatives of the approvar of the tentative Agreement to the membership of the Onion. The representatives of the County agree to recommend, without reservation, the approval of the tentative Agreement to

Therefore, the County and the PBA Local 199A agree to the attached Ten (10) 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.

> October 1, 2012 Date

MEMORANDUM OF AGREEMENT

Agreement made this Lagrangian day of Gerange 2012, by and between the County of Union (herein the "County") and PBA Local 199A (herein the "PBA").

WHEREAS, the County and PBA are parties to a collective bargaining agreement ("CBA") covering the period January 1, 2005 through December 31, 2009; and

WHEREAS, the County and PBA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CBA; and

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

WHEREAS, the negotiating committees for the County and PBA unanimously agree to recommend their agreement for ratification and approval;

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

- Except as herein modified, the terms and conditions set forth in the 2005 through 2009
 CBA between the County and PBA shall remain in full force and effect.
- Agreement: Change heading to "Preamble" and change dates throughout agreement.

3. Article 8 - Salaries

- Section 1: Modify dates.
- B. Sections 2 and 3 delete and replace with new wage increases as follows:
 - (a) Effective and retroactive to January 1, 2010 0%
 - (b) Effective and retroactive to January 1, 2011 2.25%
 - (c) Effective and retroactive to January 1, 2012 2.5%
 - (d) Effective December 31, 2012 \$870,00 added to maximum base pay.

Current supervisors shall receive the salaries set forth in Exhibit A, attached hereto. Rank-and-file officers hired prior to January 1, 2011 and promoted into the unit on or after October 1, 2012 shall receive the salary levels as set forth in Exhibit B, attached hereto. Rank-and-file officers hired after January 1, 2011 and promoted into the unit on or after October 1, 2012 shall receive the salary levels as set forth in Exhibit C, attached hereto.

- C. Section 5: Modify to state that the rate for on-call shall be determined by the number of captains in the rotation (i.e., 5% if there are 3 Captains, 7.5% if there are 2 Captains, etc.).
- D. Section 7: Modify as follows:

Effective January 1, 2011, senior officer stipends shall be increased as follows:

Officers starting their 10th year of service shall be entitled to Senior Officer pay in the amount of \$1575 not to be compounded.

Officers starting their 15th year of service shall be entitled to Senior Officer pay in the amount of \$2575 not to be compounded.

Officers starting their 20th year of service shall be entitled to Senior Officer pay in the amount of \$3075 which shall be added to base and compounded by any contractual increases.

Officers promoted into the unit who were not eligible for the Senior Officer Stipend in the rank and file unit shall not be entitled to the Senior Officer Stipend set forth herein.

E. Section 9: Modify as follows:

In order to maintain a bi-weekly basis for paycheck distribution, effective January 1, 2010, a rotating bi-weekly pay day schedule shall be implemented whereby 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 continue every five (5) years. In the event the County determines to change the pay schedule to a bi-monthly schedule, the PBA agrees that it will accept the change without dispute.

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

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E. Section 10: Modify to include Gang Unit Supervisor as eligible for stipend.

4. Article 10, Legal Aid: Add

The parties agree to include the terms of the attached Memorandum of Agreement dated April 2000 in the new CNA and to use the State PBA Legal Protection Plan approved attorney list and the County list of approved attorneys.

5. Article 13, Seniority:

- A. Section 5, A, 1: Change "Disciplinary Lieutenant" to "Disciplinary Supervisor" and all titles designated "administrative sergeant" to "administrative supervisor."
- B. Section 5, A, 1: Add the titles of Gang Intelligence Unit Supervisor and Program Services Supervisor to administrative posts.
- C. Section 5, E, 2: Revise as follows:

Effective upon the signing of the MOA, the maximum number of supervisors (exclusive of the administrative supervisors) permitted to be on vacation daily are as follows:

Lieutenants: 2 except that 3 is the maximum for the period starting Memorial Day and ending at the close of Labor Day.

Sergeants:

5

6. <u>Article 14 – Overtime:</u> Section 2, V: Modify as follows:

Each officer shall be permitted to accrue no more than 40 hours of compensatory time in lieu of overtime. Time used may be replenished up to the 40 hour limit. Compensatory time shall be used in the calendar year accrued or paid out at the end of the year; it shall not be rolled over to the next calendar year.

Overtime will not be converted to compensatory time in blocks of less than 8 hours.

Article 16 - Vacations: Add new Section 12 as follows:

Section 12 - Cancellation of Vacations

Requests to cancel a five (5) day or more block of vacation will only be considered by the Director following submission of a detailed written report as to why the supervisor cannot utilize the vacation previously selected. Single vacation days may be cancelled only pursuant to the following procedure:

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- A. The supervisor wishing to cancel a vacation day must submit a request in writing to the scheduling supervisor who will review the request in conjunction with the duty schedule.
- B. If the supervisor's post has not been filled with a replacement officer such as a pool, SRS or OT, the request will be granted and the supervisor will be placed back on his/her post in lieu of vacation.
- C. If the supervisor's post has been filled, the supervisor's request to cancel vacation will be denied. Any appeal of the denial must be submitted to the Director within 24 hours of the denial.

8. Article 25 - SOA Delegate, Negotiations Committee and Grievance Committee:

Modify Section 9, A, as follows:

Effective January 1, 2012, the meal allowance payment shall be eliminated and added to base salary rates across the board.

9. <u>Article 28 – Insurance</u>

A. Section 1: Drug Prescription Plan

Effective October 1, 2012, 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:

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\$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 for MD) limited to Anti-Narcoleptic Agents, Weight Loss and Anti-Neoplastic Agents.
- B. Section 3: Modify as follows:

Effective October 1, 2012, the following modifications shall be implemented:

- 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 of \$25.00 per visit.
- C. Effective and retroactive to January 1, 2010, the retirement Rx plan implemented for PBA Local 199 shall be implemented for PBA Local 199A.

10. Article 31 - Duration

January 1, 2010 through December 31, 2012.

- 11. The agreement between the County and PBA Local 199 regarding Reciprocals shall be included in the PBA Local 199A agreement with the proviso that Reciprocals for the Administrative posts shall require prior approval of the Director.
- 12. The County shall provide duty weapons for all Sergeants.

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FOR PBA LOCAL 199A	FOR THE COUNTY OF UNION
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EXHIBIT A

New Salary Guide for Superior Officers in the Unit Prior to October 1, 2012

SERGEANT

STEP	Old 1/1/2009	0% 1/1/2010	2.25% 1/1/2011	2.5% 1/1/2012	+\$425 1/1/2012	+\$870 12/31/2012
1	\$91,058	\$91,058	\$93,107	\$95,434	\$95.859	12/31/2012
2	\$92,438	\$92,438	\$94,518	\$96.881	\$97306	
3	\$95,172	\$95,172	\$97,313	\$99,746	\$100,171	\$101.041

LIEUTENANT

STEP	Old 1/1/2009	0% 1/1/2010	2.25%	2.5% 1/1/2012	+\$425 1/1/2012	+\$870 12/31/2012
1	\$102,264	\$102,264	\$104,565	\$107,179	\$107.604	12/31/2012
2	\$106,506	\$106,506	\$108,902	\$111,625	\$112,050	\$112,920

CAPTAIN

LYCENTAN	1 2.		,			
STEP	Old	0%	2.25%	2.5%	+\$425	+\$870
	1/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2012	12/31/2012
11	\$113,105	\$113,105	\$115,650	\$118,541	\$118,966	(2/31/2012
2	\$117,617	\$117,617	\$120,263	\$123,270	\$123,695	\$124,565

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EXHIBIT B

New Salary Guide for rank-and-file officers Hired Prior to January 1, 2011 and Promoted into the Unit after October 1, 2012

SERGEANT

STEP	10/1/2012
1	\$93,106
2	\$94,502
3	\$95,919
4	\$97,357
5	\$98,827

LIEUTENANT

STEP	10/1/2012
1	\$104,564
2	\$106,064
3	\$107,654
4	\$109,268

CAPTAIN

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STEP	10/1/2012
1	\$114,268
2	\$116,552
3	\$118,882

EXHIBIT C

New Salary Guide for rank-and- file officers Hired After January 1, 2011 and Promoted into the Unit after October 1, 2012

SERGEANT

STEP	10/1/2012
1	\$81,142
2	\$82,765
3	\$84,420
4	\$86,109
5	\$87,831

LIEUTENANT

STEP	10/1/2012
1	\$92,221
2	\$94,065
3	\$95,947
4	\$97,866

CAPTAIN

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STEP	10/1/2012
1 -	\$102,758
2	\$104,813
3 .	\$106,909

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UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2014-980

NOVEMBER 25, 2014

CHAIRMAN CHRISTOPHER HUDAK

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 199A--Correction Superior Officers, for a new Labor Agreement between the parties effective January 1, 2013 through December 31, 2016 to replace the current Agreement which expired on December 31, 2012; and

WHEREAS, the County of Union and the negotiating committee for the PBA 199A--Correction Superior Officers, reached a tentative agreement on October 28, 2014; 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 199A--Correction Superior Officers.

Sufficiency of Funds Authorized 2014 Budget; Subject to Inclusion in the 2015 and 2016 Budgets:

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

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☐ Adopted ☐ Adopted as Amended ☐ Defested ☐ Tabled ☐ Withdrawn		Yes/Aye	No/Nay	Abstain	Absent
	Bruce H. Bergen	E /			
	Linda Carter S	ĽÝ			0,
	Angel G. Estrada				Q/
	Sergio Granados	0,	D		O.
	Bette Jane Kowalski	ID/	O		
	Alexander Mirabella	O.	0		
	Vernell Wright	Ø,		0	0
	Mohamed S. Jalloh	(Y		G	0
	Christopher Hudak			O	

MEMORANDUM OF AGREEMENT

PBA199A-CORRECTION SUPERIOR OFFICERS

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COUNTY OF UNION

The County and PBA199A-Correction Superior 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 PBA199A-Correction Superior 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 PBA199A-Correction Superior Officers and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of PBA199A-Correction Superior 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 PBA199A-Correction Superior 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

October 28, 2014 Date

MEMORANDUM OF AGREEMENT

Agreement made this day of October, 2014 by and between the County of Union and (herein the "Employer") and PBA Local 199A (herein the "SOA"):

WHEREAS, the Employer and the SOA are parties to a Collective Negotiations

Agreement (herein "CNA") covering the period from January 1, 2010 to December 31, 2012;

and

WHEREAS, the Employer and the SOA 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 SOA 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:

1. Except as herein modified, the terms and conditions of the 2010-2012 CNA shall remain in full force and effect.

2. **GENERAL**

Change the referenced dates (here and throughout Agreement).

3. <u>ARTICLE 8, SALARIES</u>

a. Section 2: See attached spreadsheet

All personnel not at top pay receive their increments.

b. Section 7, modify as follows: "In the event the County determines to change the pay schedule to a bi-monthly schedule, the SOA agrees that it will accept the change without dispute. Effective January 1, 2015, all paychecks will be done by direct deposit." In exchange 5-days days (from the Mastriani Arbitration) shall be paid to non-retiring SOA unit in January 2015 and 5-days in 2016. Those who retire shall receive payment according to Arbitrator Mastriani's Award.

4. ARTICLE 28, HEALTH INSURANCE

a. Section 1. Effective January 1, 2015 or as soon thereafter as the County can implement, modify all health plans as follows:

The second secon	New Co-Pay
Retail Generic	\$5.00
(30 day supply)	
Retail Name Brand (No generic	\$25.00
available or DAW)	
(30 day supply)	
Retail Name Brand (Generic	\$50.00
available, not DAW)	
(30 day supply)	
Mail Order Generic	\$5.00
(90 day supply)	
Mail Order Name Brand (No	\$30.00
generic available or DAW)	
(90 day supply)	
Mail Order Name Brand (Generic	\$60.00
available, not DAW)	
(90 day supply)	

	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.

Also clarify in the successor agreement that to be eligible for the health benefits opt-out payment, an employee must opt out of health and prescription coverage.

5. PARKING

Effective 10/1/14, the SOA shall be provided with a parking space in a garage for each unit member.

6. **OVERTIME SKIPS**

An officer who is inadvertently skipped for overtime shall remain at the top spot until he accepts his next overtime.

7. ON-LINE TRAINING

The SOA agrees to the County's proposal for on-line training.

8. <u>ADMINISTRATIVE LIEUTENANT</u>

The SOA will agree that the Administrative Lieutenant can be used to back-fill openings for all but sick time.

9. RE-NAMING SHIFTS (Midnight Shift to be 1st Shift)

The SOA will agree to re-open this issue if the PBA agrees to it.

10. INCREASE SICK LEAVE/TARDINESS PENALTIES

The SOA will agree to re-open this issue if the PBA agrees to it.

11. MANAGEMENT TO BE ALLOWED TO CREATE MORE ADMIN POSTS

The SOA agrees to the County's proposal to allow it to create additional administrative posts.

12. OFFICERS' LOUNGE (Re-Location)

The SOA will agree to re-open this issue if the PBA agrees to it.

13. <u>DEMOTION AND RECALL</u>

Any officer demoted to a lower rank and subsequently recalled to his higher rank shall be placed in the salary schedule that he was in prior to being when demoted and he shall be placed at the step that he would have been at had he not been demoted.

14. ARTICLE 31, DURATION

January 1, 2013 through December 31, 2016.

FOR PBA LOCAL 199A

RICHARD GRISWOLD

PRESIDENT

FOR THE COUNTY OF UNION

ALFRED FAELLA, COUNTY MANAGER

WITNESSETH:

NORMAN ALBERT, ESQ.

DIRECTOR, ADMINISTRATIVE

SERVICES

			PBA LOCAL		
			SALARY SCHEDULES A, B, C		
					*

		2013	2014	2015	2016
	Rank	Schedule C			
	Sgt	\$90,659	\$93,198	\$95,714	\$95,714
	Lt	\$100,694	\$103,232	\$105,740	\$105,740
	Capt	\$109,742	\$112,288	\$114,792	\$114,792
		Schedule B			
	Sgt	\$101,653	\$104,195	\$106,695	\$106,695
	Lt	\$112,098	\$114,643	\$117,153	\$117,143
	Capt	\$121,711	\$124,255	\$126,765	\$126,765
		Schedule A			-
	Sgt	\$103,870	\$106,415	\$108,916	\$108,916
	Lt	\$115,743	\$118,289	\$120,797	\$120,797
	Capt	\$127,393	\$129,928	\$132,435	\$132,435
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