

UNION COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION: 2023-723

AUGUST 17, 2023

CHAIRMAN SERGIO GRANADOS

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA 250 - Prosecutor's Detectives & Investigators Association effective January 1, 2021 through December 31, 2025; and

WHEREAS, the County of Union and the negotiating committee for PBA 250 - Prosecutor's Detectives & Investigators Association, reached a tentative agreement and ratified same on July 31, 2023. 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:

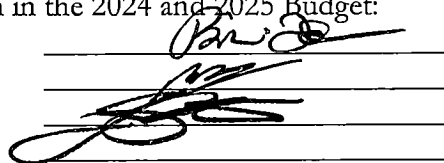
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with PBA 250 - Prosecutor's Detectives & Investigators Association.

Sufficiency of Funds Authorized Subject to Inclusion in the 2024 and 2025 Budget:

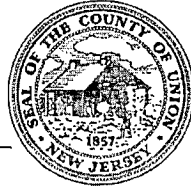
Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:



✓ Vote Record - Resolution 17206		Yes/Aye	No/Nay	Abstain	Absent
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn	James Baker Jr	☐	☐	☐	☒
	Joseph C Bodek	☒	☐	☐	☐
	Angela R. Garretson	☒	☐	☐	☐
	Bette Jane Kowalski	☒	☐	☐	☐
	Lourdes M. Leon	☒	☐	☐	☐
	Alexander Mirabella	☒	☐	☐	☐
	Rebecca Lynne Williams	☒	☐	☐	☐
	Kimberly Palmieri-Mouded	☒	☐	☐	☐
	Sergio Granados	☒	☐	☐	☐



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. PELLETIERE
Clerk of the Board

**To: Edward Oatman,
County Manager**

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

Date: August 2, 2023

**Re: PBA250-Prosecutor's Detectives & Investigators
Collective Bargaining Agreement
January 1, 2021 through December 31, 2025**

Please be advised that a tentative agreement (attached) was reached with PBA 250-Prosecutor's Detectives & Investigators Association on July 31, 2023 and the membership ratified the agreement on July 31, 2023. Please place a Resolution authorizing this agreement on the Commissioners Agenda for August 17, 2023.

Thank you.

Laura M. Scutari, Director Administrative Services

Cc: Claudia Martins, Director, Division of Personnel
James Pelletiere, Clerk of the Board
Bruce H. Bergen, County Counsel
Bibi Taylor, Director, Department of Finance
William A. Daniel Prosecutor
Kathryn Hatfield, Esq., Hatfield Schwartz Law Group
Leonard Schiro, Mets Schiro & McGovern, LLP

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
PROSECUTOR'S
PBA250-DETECTIVES & INVESTIGATORS ASSOCIATION
&
COUNTY OF UNION

The County and PBA 250-Prosecutor's Detectives & Investigators Association engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2020. The County and PBA 250-Prosecutor's Detectives & Investigators Association 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 PBA 250-Prosecutor's Detectives & Investigators Association and is now subject to the approval of the Union County Board of Chosen Commissioners. The Bargaining Committee of PBA 250-Prosecutor's Detectives & Investigators Association 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 Commissioners.

Therefore, the County and PBA250-Prosecutor's Detectives & Investigators Association 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.

July 31, 2023

Date

MEMORANDUM OF AGREEMENT

Agreement made this 31 day of July 2023 by and between the County of Union and the Union County Prosecutor (herein the Employer") and PBA Local 250 (herein the "PBA"):

WHEREAS, the Employer and the PBA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period from January 1, 2021 to December 31, 2025; and

WHEREAS, the Employer and the PBA have engaged in good faith negotiations for a successor contract that has resulted in an agreement between the negotiating committees subject to ratification by the PBA membership and approval by the Employer's governing body:

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

A. ARTICLE XIV, DEATH IN FAMILY

Wages up to ten (10) days will be paid during the absence from duty of employees when absence is caused by the death and attendance at funeral of employee's spouse, or child.

In the event a member sustains a death in their immediate family, they will be permitted five (5) days bereavement leave without the loss of pay.

"Immediate family" shall include: father, mother, grandfather, grandmother, grandchild, brother, sister, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, step sibling or family members in residence not described in the event of the death of a member's uncle, aunt, nephew, niece, or cousin of the first degree, the member shall be permitted one (1) day of bereavement leave without loss of pay.

B. ARTICLE XXII. SALARIES

Effective and retroactive January 1, 2021 2% increase across the board.

Effective and retroactive January 1, 2022 2% increase across the board. \$1,500 added to top step only.

Effective and retroactive January 1, 2023 2% increase across the board. \$2,000 added to top step only.

Effective January 1, 2024 3% increase across the board.

Effective January 1, 2025 3% increase across the board.

C. ARTICLE XXXIII. ON THE JOB INJURY

Section 1.

If an employee is injured or becomes ill arising out of and during the course of his employment, the following procedure shall be applicable:

(a) The employee shall notify the Prosecutor and the Personnel Office of the work-related injury or illness.

(b) If the County's Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness the employee shall receive his full pay for one year if there was an injury which has been inflicted on the employee by any person or persons arising out of the employee's employment, or for the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier. The Prosecutor may extend the above time periods in his sole discretion.

(c) After the first year or ninety (90) calendar days from the date when the employee has to be out of work due to the injury (not from the date of the incident), the employee shall have the option to retain his temporary disability Workmens' Compensation check and not receive any additional monies from the

County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County's Workmen's Compensation Insurance carrier.

(d) Failure to turn over temporary disability checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

(e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that said employee is not entitled to receive temporary disability benefits, said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

If an employee is required to go to the County's insurance company's doctor or medical center for treatment of a compensable injury during his regularly scheduled shift, the attendance at the doctor's office or medical center during his regularly scheduled shift shall not be charged to sick time provided that upon completion of the doctor's visit, the employee returns to work if there is still time remaining on the shift.

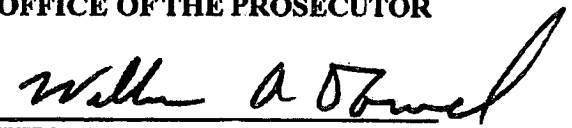
Section 2.

An injured or ill employee (work or non-work related) may request to be temporarily assigned to a duty other than his/her normal duty, subject to medical approval by the employee's physician and the availability of suitable work. The ultimate determination whether or not to temporarily assign such an employee shall be in the sole discretion of the Prosecutor.

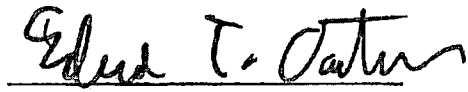
FOR PBA LOCAL 250


BRANDON LORENZ, PRESIDENT

FOR UNION COUNTY
OFFICE OF THE PROSECUTOR


WILLIAM A. DANIEL,
PROSECUTOR

FOR UNION COUNTY

A handwritten signature in cursive script, reading "Edward T. Oatman". The signature is written in black ink and is positioned above a horizontal line.

EDWARD OATMAN,
COUNTY MANAGER