



Legislation Details (With Text)

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Title: RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 2273, REPRESENTING VARIOUS NON-SUPERVISORY EMPLOYEES AT PREAKNESS HEALTHCARE CENTER, PURSUANT TO N.J.S.A. 34:13A-1

Sponsors:

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Attachments: 1. Cover Page, 2. 2024-2028 MOA - AFSCME 2272

Date	Ver.	Action By	Action	Result
8/13/2024	1	Board of County Commissioners Regular Meeting	Adopted	Pass

RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 2273, REPRESENTING VARIOUS NON-SUPERVISORY EMPLOYEES AT PREAKNESS HEALTHCARE CENTER, PURSUANT TO N.J.S.A. 34:13A-1

WHEREAS, the County of Passaic (“County”) is a body politic and corporate pursuant to N.J.S.A. 40:18-1 and vested with all rights contained therein; and

WHEREAS, pursuant to N.J.S.A. 40:20-1, the Board of County Commissioners of the County of Passaic (“Board”) is vested with managing the property, finances, and affairs of the County; and

WHEREAS, the American Federation of State, County, and Municipal Employees, Local 2273 (“Union”) is the designated bargaining unit for various non-supervisory employees at Preakness Healthcare Center; and

WHEREAS, the County and Union are members to a Collective Negotiations Agreement (“CNA”) that became effective on July 1, 2020 and expired on June 30, 2024; and

WHEREAS, the County and Union negotiated various amendments to the CNA, in good faith and in compliance with N.J.S.A. 34:13A-1, et seq.; and

WHEREAS, the County and Union executed a Memorandum of Agreement (“MOA”), attached hereto and made part of this Resolution, setting forth the terms and conditions to be amended in the succeeding CNA, which will be effective from July 1, 2024 to June 30, 2028; and

WHEREAS, in accordance with N.J.S.A. 34:13A-1, et seq., a majority of the Union's membership ratified the MOA; and

WHEREAS, this matter was discussed at the July 31, 2024 Administration and Finance Committee meeting, and is being recommended to the Board for approval; and

NOW, THEREFORE, LET IT BE RESOLVED, pursuant to N.J.S.A. 34:13A-1, et seq., the Board of County Commissioners of the County of Passaic ratifies the attached Memorandum of Agreement between the County of Passaic and the American Federation of State, County, and Municipal Employees, Local 2273, representing various non-supervisory employees at Preakness Healthcare Center.

LET IT BE FURTHER RESOLVED, that the Clerk of the Board, County Counsel, County Administrator, and Director of the Board are authorized to take any action necessary to carry out the purpose of this Resolution.

SF

August 13, 2024

Memorandum of Agreement

between the

County of Passaic

and

American Federation of State, County, and Municipal Employees, Local No. 2273

representing various non-supervisory employees at Preakness Healthcare Center

WHEREAS, this Memorandum of Agreement (hereafter “MOA”) is entered into between the County of Passaic (hereafter “County”) and American Federation of State, County, and Municipal Employees, Local 2273, Council 63, American Federation of Labor and Congress of Industrial Organizations (hereafter “Union”), who are the designated bargaining unit for various non-supervisory employees at Preakness Healthcare Center; and

WHEREAS, the terms negotiated herein were done so in good faith and in compliance with N.J.S.A. 34:13A-1, et seq., and amend the collective bargaining agreement (hereafter “Agreement”) that expired between the County and Union on June 30, 2024; and

WHEREAS, at negotiation sessions between representatives of the County and Union, having bargained in good faith and agreed, hereby state the following amendments to the Agreement:

ARTICLE I. AGREEMENT¹

This collective negotiations agreement (hereafter “Agreement”) is made between the County of Passaic (hereafter “County”) and the American Federation of State, County, and Municipal Employees, Local 2273, Council 63, American Federation of Labor and Congress of Industrial Organizations (hereafter “Union”), which is the exclusive bargaining agent for and on behalf of all the employees set forth in Appendix A working at the Preakness Healthcare Center (collectively referred to as the “Parties”). This Agreement shall be a four (4) year term beginning on July 1, 2024 and expiring on June 30, 2028.

ARTICLE VI. WORK WEEK

Section 6.1. Standard Work Week.

~~(e) — All clerical employees hired as of December 31, 1987, shall work five (5) consecutive seven hour days (Monday through Friday inclusive).~~

**Renumber subsequent sections.*

¹Text underlined is new language, language with a strikethrough is being deleted, language untouched exists in the Agreement.

ARTICLE VII. HOURS OF WORK

Section 7.6. Standard Work Week for Forty Hour Employees.

(e) Inventory/Central Supply (Stock Clerk/Handler), 8:00 AM to 4:00 PM or 9:00 AM to 5:00 PM.

ARTICLE IX. COMPENSATION

Strike Section 9.1 to Section 9.4 and insert the following:

Section 9.1. Rate of Pay in 2024.

Effective and retroactive to July 1, 2024, there shall be a two and one half percent (2.5%) general wage increase with no movement on the Salary Guide.

Section 9.2. Rate of Pay in 2025.

Effective July 1, 2025, there shall be a two and one half percent (2.5%) general wage increase with no movement on the Salary Guide.

Section 9.3. Rate of Pay in 2026.

Effective July 1, 2026, there shall be a two and three quarters (2.75%) general wage increase with no movement on the Salary Guide.

Section 9.4. Rate of Pay in 2027.

Effective July 1, 2027, there shall be a two and three quarters (2.75%) general wage increase with no movement on the Salary Guide.

Section 9.9. Certified Nurse Assistants.

Certified Nurse Assistants will be paid at Level 9 & effective and retroactive to July 1, 2024~~02~~ and shall maintain his/her current step level.

Section 9.34. Per Diem Certified Nurse Assistants. [NEW]

Per Diem Certified Nurse Assistants shall be paid eighteen dollars (\$18.00) per hour on weekday shifts, and twenty dollars (\$20.00) per hour on weekend shifts and shall receive general wage increases as set forth in Section 9.1 through Section 9.4.

Section 9.35. Certified Nurse Assistants Incentive Bonus. [NEW]

Newly hired full-time employees with the title of Certified Nurse Assistants, after the successful completion of his/her three (3) month probationary period, shall receive a stipend of two hundred and fifty dollars (\$250.00). Upon completion of twelve (12) months of service in the County, the employee shall receive an additional two hundred and fifty dollars (\$250.00). If the employee separates from the County prior to reaching twelve (12) months of employment, all monies received shall be refunded.

ARTICLE XI. INSURANCE

Section 11.6. Prescription Benefits. [NEW]

- (a) Prescription Refills. Employees will be able to fill a 30 day supply for long term medications at any non-CVS pharmacy of their choice. For 90 day-supplies, medications must be filled at any CVS retail or CVS mail order pharmacy.
- (b) Three Tier Copays. Employees co-pays for prescription benefits will be paid according to the following rates:

- i. Tier One: Generic Drugs (\$5.00 Brand – Plan 1).

Prescription Type	Copay
Retail generics	\$0.00
Retail preferred brands	\$5.00
Retail non-preferred brands	\$20.00
Mail generics	\$0.00
Mail preferred brands	\$5.00
Mail non-preferred brands	\$20.00
Preventive retail generics	\$0.00
Preventive retail preferred brands	\$5.00
Preventive retail non-preferred brands	\$20.00
Preventive mail generics	\$0.00
Preventive mail preferred brands	\$5.00
Preventive mail non-preferred brands	\$20.00
Specialty retail generics	\$0.00
Specialty retail preferred brands	\$5.00
Specialty retail non-preferred brands	\$20.00
Specialty mail generics	\$0.00
Specialty mail preferred brands	\$5.00
Specialty mail non-preferred brands	\$20.00

- ii. Tier Two: Preferred Brands (\$10.00 Brand – Plan 2)

Prescription Type	Copay
Retail generics	\$0.00
Retail preferred brands	\$10.00
Retail non-preferred brands	\$25.00
Mail generics	\$0.00
Mail preferred brands	\$10.00
Mail non-preferred brands	\$25.00
Preventive retail generics	\$0.00
Preventive retail preferred brands	\$10.00
Preventive retail non-preferred brands	\$25.00
Preventive mail generics	\$0.00

Preventive mail preferred brands	\$10.00
Preventive mail non-preferred brands	\$25.00
Specialty retail generics	\$0.00
Specialty retail preferred brands	\$10.00
Specialty retail non-preferred brands	\$25.00
Specialty mail generics	\$0.00
Specialty mail preferred brands	\$10.00
Specialty mail non-preferred brands	\$25.00

Generic Prescriptions. When a generic prescription is available but the pharmacy dispenses the brand per the employee or physician’s request, the employee will pay the difference between the brand discount and the generic discount, in addition to the generic copayment.

ARTICLE XII. LEAVE OF ABSENCES²

Section 12.4. Unused Sick Leave Upon Severance of Employment.

~~Upon severance of employment other than retirement, all employees shall receive 10% of accumulated sick time. An employee terminated for cause is not entitled to accumulated sick time upon termination.~~

**Renumber subsequent sections.*

Section 12.4. Personal Leave.

- (c) Employees shall be entitled to three (3), noncumulative (~~3~~) personal leave days each year, to be used whenever needed, subject to staffing demands. Arrangements for such leave must be made by the employee at least three (3) days in advance, except in the case of emergency. Such leave shall be granted without loss of time and shall not be deducted from vacation accruals or any other leave days, provided prior approval in accordance with this article has been obtained. Personal leave days may be taken in two (2) hour increments ~~half day (1/2) sequence~~. Personal leave days are accumulated at the rate of one (1) day each between the months of January through April, May through August, and September through December.

ARTICLE XXI. GENERAL PROVISIONS

Section 21.9. Uniform Allowance.

Strike the entire section and insert the following:

Full time employees shall receive a uniform allowance from the County on July 1st as follows:

- July 1, 2024 - \$800
- July 1, 2025 - \$825
- July 1, 2026 - \$850
- July 1, 2027 - \$875

Part-time employees shall receive a prorated uniform allowance based on the number of hours worked.

² Note, there is a typographical error with the numbered sections in Article XII. Leave of Absences that shall be fixed when the successor Agreement is drafted and executed.

Per diem employees shall receive a uniform allowance from the County on July 1st as follows:

- July 1, 2024 - \$130
- July 1, 2025 - \$135
- July 1, 2026 - \$140
- July 1, 2027 - \$145

ARTICLE XXIII. HOLIDAYS

Section 23.1. Paid Holidays.

The following days are recognized paid holidays whether worked or not:

New Year's Day	Election Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	½ day for Christmas Eve
<u>Juneteenth (third Friday in June)</u>	Christmas Day
Independence Day	½ day for New Year's Eve
Labor Day	
Columbus Day	

ARTICLE XXVIII. SUCCESSOR AGREEMENT

The Parties do hereby agree that no later than March 1, 2028, the Union will present to the County written proposals of the Union's intent to negotiate on economic items for the following contract year.

ARTICLE XXVII. TERMINATION

The Agreement shall terminate on June 30, 2028.

ACKNOWLEDGEMENT OF RATIFICATION AND INCORPORATION

The County and Union agree to recommend these terms and conditions to their respective constituents for ratification. All issues agreed to shall be incorporated into the new Agreement. All issues not previously agreed to and not mentioned herein are withdrawn. All other language in the expired Agreement shall continue in the new contract and remain status quo.

COUNTY OF PASSAIC:



Matthew P. Jordan, Esq.
Passaic County Administrator

DATED: August 6, 2024

AFSCME LOCAL NO. 2273:



Terry Woodrow
Regional Services Field Director
AFSCME Council 63

DATED: 8/6/2024