



Legislation Details (With Text)

File #: 23-1173
Type: Resolution **Status:** Passed
File created: 11/17/2023 **In control:** Administration and Finance
On agenda: 11/21/2023 **Final action:** 11/21/2023
Enactment date: 11/21/2023 **Enactment #:** R-23-1050
Title: RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 2522, REPRESENTING PREAKNESS HEALTHCARE CENTER SUPERVISORS, PURSUANT TO N.J.S.A. 34:13A-1, ET SEQ.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Cover Page, 2. 2023-2026 MOA, County of Passaic and AFSCME Local No. 2522

Date	Ver.	Action By	Action	Result
11/21/2023	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 2522, REPRESENTING PREAKNESS HEALTHCARE CENTER SUPERVISORS, PURSUANT TO N.J.S.A. 34:13A-1, ET SEQ.

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 2522 (“Union”) is the designated bargaining unit for Preakness Healthcare Center supervisors; and

WHEREAS, the County and Union are members to a Collective Negotiations Agreement (“CNA”) that became effective on January 1, 2019 and expires on December 31, 2023; 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., prior to the expiration of 2019-2023 CNA; 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 become effective on January 1, 2024, and will expire on December 31, 2026; 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 November 8, 2023, 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 Memorandum of Agreement between the County of Passaic and the American Federation of State, County, and Municipal Employees, Local 2522, representing Preakness Healthcare Center supervisors.

LET IT BE FURTHER RESOLVED, that the Clerk to 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

November 21, 2023

Memorandum of Agreement

between the

County of Passaic

and

American Federation of State, County, and Municipal Employees, Local No. 2522

representing various supervisors at Preakness Healthcare Center

WHEREAS, this Memorandum of Agreement (hereafter “MOA”) is entered into between the County of Passaic (hereafter “County”) and the American Federation of State, County, and Municipal Employees Local No. 2522 (hereafter “Union”), who are the designated bargaining unit for various supervisors 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 will expire between the County and Union on December 31, 2023; 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:

PREAMBLE AND ARTICLE 1 – RECOGNITION

Amend the language¹ as follows:

THIS AGREEMENT made and entered into on ~~the date forewith~~ this 1st day of January, 2019 by and between the Board of ~~County Commissioners Chosen Freeholders~~ of the County of Passaic and ~~Preakness Healthcare Center~~ (hereafter “Employer”), with its principal place of business located at 401 Grand Street, Paterson, New Jersey 07505 and Local 2522, American Federation of State, County, and Municipal Employees (hereafter “Union”), with its principal place of business located at 1099 Wall Street West, Lyndhurst, New Jersey 07071, a labor organization representing supervisory personnel as set forth in Article 1. Recognition at all Directors, Assistant Directors, Supervisors, Assistant Supervisors, Executive Housekeeper, Assistant Executive Housekeeper, Assistant Chief Recreation Therapy, Coordinator of Volunteers, Systems Analyst, Foreman, and all other Supervising Personnel in Preakness Healthcare Center.

Article 1. Recognition.

The Passaic County Board of ~~Chosen Freeholders~~ Employer hereby recognizes the Union as the exclusion bargaining agent for the following supervisory job titles located at Preakness Healthcare Center: ~~all Directors, Assistant Directors, Supervisors, Assistant Supervisors, Executive Housekeeper, Assistant Executive Housekeeper, Assistant Chief Recreation Therapy, Coordinator of Volunteers, Systems Analyst,~~

¹ Text underlined is new language, and language with a strikethrough is being deleted.

Foreman, Housekeeping Supervisor 2, Assistant Admitting Officer, Principal Store Keeper, Supervisor of Accounts, Management Assistant, Coordinator of Safety Programs and all other Supervising Personnel in Preakness Healthcare Center.

00307 Assistant Admitting Officer
44255 Housekeeping Supervisor 2
56492 Management Assistant
02852 Principal Storekeeper
06457 Supervisor Food Services
01534 Dietitian (R.D. not Required)
01952 Head Cook
07603 Supervising Dietitian
05166 Assistant Chief Recreation Therapist
00668 Assistant Public Information Officer
06267 Chief Security Guard
 Dietitian, Supervising Clinical (R.D. required)
01790 Executive Housekeeper
05170 Chief Recreation Therapist
02565 Occupational Therapist
02671 Physical Therapist
03969 Supervisor of Accounts
10249 Admitting Officer
01599 Director of Food Services
04766 Speech Pathologist
07603 Supervising Dietitian (Head Dietitian)
02565 Occupational (Director Rehabilitation)
 Safety Coordinator
 Director of Social Services
 Medical Records Administrator
 Coordinator of Volunteers

ARTICLE 5. WORK WEEK

Section 10. Meal Allowance.

Amend the language as follows:

Meal payment shall ~~be increase to two dollars and fifty cents (\$2.50)~~ four dollars (\$4.00) per week effective July 1, 1996 for a maximum of forty four (44) weeks per year. Employees shall not be reimbursed for such meal allowance while on sick leave, medical leave of absence, vacation, family leave, workers' compensation leave, suspension, or other leave.

ARTICLE 6. HIGHER CLASSIFICATION PAY

Section 1.

~~In the event an employee is temporarily transferred to a higher rated classification and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification for a period of time during which said employee is transferred and performs the duties of the higher classification provided such employee is engaged in the higher rated job for a period of ten (10) consecutive days or more. Out of classification pay to begin on the eleventh (11th) day.~~

Any employee who is temporarily assigned and does perform work in a higher classification for eleven (11) or more cumulative days in one (1) calendar year shall be compensated at the higher rate, retroactive to the first day of such assignment. Any employee temporarily assigned under this Article will not be re-assigned solely to avoid out-of-classification pay.

ARTICLE 8. HOLIDAYS

Section 1. Holidays.

Amend the language as follows:

Employees within the bargaining unit shall be entitled to the following holidays with pay computed on the employee’s regular straight time rate:

- | | |
|--|---------------------------|
| 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 14. NON-CASH BENEFITS

Section 1. Health Benefits (c), Prepaid Prescription.

Strike the language and insert the following:

Prescription Benefits.

- (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.

Section 4. Traditional Healthcare Plan Eligibility.

Amend the language as follows:

~~New Employees hired November 13, 2015~~ shall not be entitled to enroll in the County’s Traditional Healthcare Plan.

Section 6.

~~The reimbursement for out-of-network charges on the County’s traditional healthcare plan shall be paid at 150% of the Medicare Rate.~~

ARTICLE 15. WAGES

Section 1. Wages.

Strike the language and insert the following:

- a. Effective January 1, 2024, employees shall receive a two and one half percent (2.5%) general wage increase, or fifteen hundred dollars (\$1,500.00), whichever is greater.
- b. Effective January 1, 2025, employees shall receive a two and three quarters percent (2.75%) general wage increase.
- c. Effective January 1, 2026, employees shall receive a two and three quarters percent (2.75%) general wage increase.
- d. The Occupational Therapist shall be red circled on Step 7, Level 24, for the in-house title of Director.
- e. The Principal Storekeeper shall be placed on Level 18, Step 14 of the Salary Guide.

ARTICLE 23. GENERAL PROVISIONS

Amend the language as follows:

All employees in the Union who are approved to receive a clothing allowance pursuant to Exhibit C shall receive the following stipend on the first pay period in February of each year of the agreement:

2019 <u>2024</u>	-	\$260.00 <u>\$325.00</u>
2020 <u>2025</u>	-	\$280.00 <u>\$350.00</u>
2021 <u>2026</u>	-	\$300.00 <u>\$375.00</u>
2022	-	\$300.00
2023	-	\$300.00

ARTICLE 24. DURATION OF AGREEMENT

Amend the language as follows:

This Agreement shall become effective on January 1, ~~2023~~2024 and shall continue in full force and effect until December 31, ~~2026~~2027 and shall automatically renew itself from year to year thereafter, unless either the Parties is given notice in writing at least ninety (90) days prior to the expiration date to change, modify, or terminate the Agreement. In such cases, the Parties shall endeavor to negotiate for a new Agreement within the ninety (90) days prior to the expiration of this Agreement.

EXHIBIT D


Strike and include the Inclement Weather Policy attached hereto.

ACKNOWLEDGEMENT OF RATIFICATION AND INCORPORATION

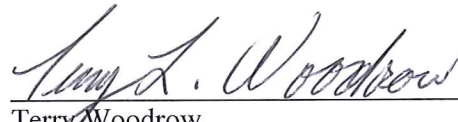
The County and Union agree to recommend these terms and conditions to their respective constituents for ratification. All issues agreed to shall be incorporated into the new Agreement. All issues not previously agreed to and not mentioned herein are withdrawn. All other language in the expired Agreement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

COUNTY OF PASSAIC:

UNION:




Matthew P. Jordan, Esq.
Passaic County Administrator



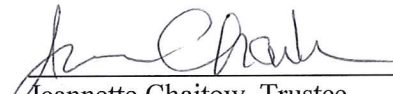
Terry Woodrow
Regional Field Service Director
AFSCME Council 63

DATED: *November 8, 2023*

DATED:


Anthony Sangster, President

Suzanne McEvoy, Vice President



Jeannette Chaitow, Trustee



Preakness Healthcare Center

A Legacy of Caring

INCLEMENT WEATHER POLICY

Revised and Effective January 1, 2013

Overview

Weather variations may cause Administration to evaluate travel conditions for employees and determine whether or not specific consideration should be given to excuse days as well as excuse lateness.

Predicated of this information, Preakness Healthcare Center has developed an "Inclement Weather Policy" for its employees.

Policy

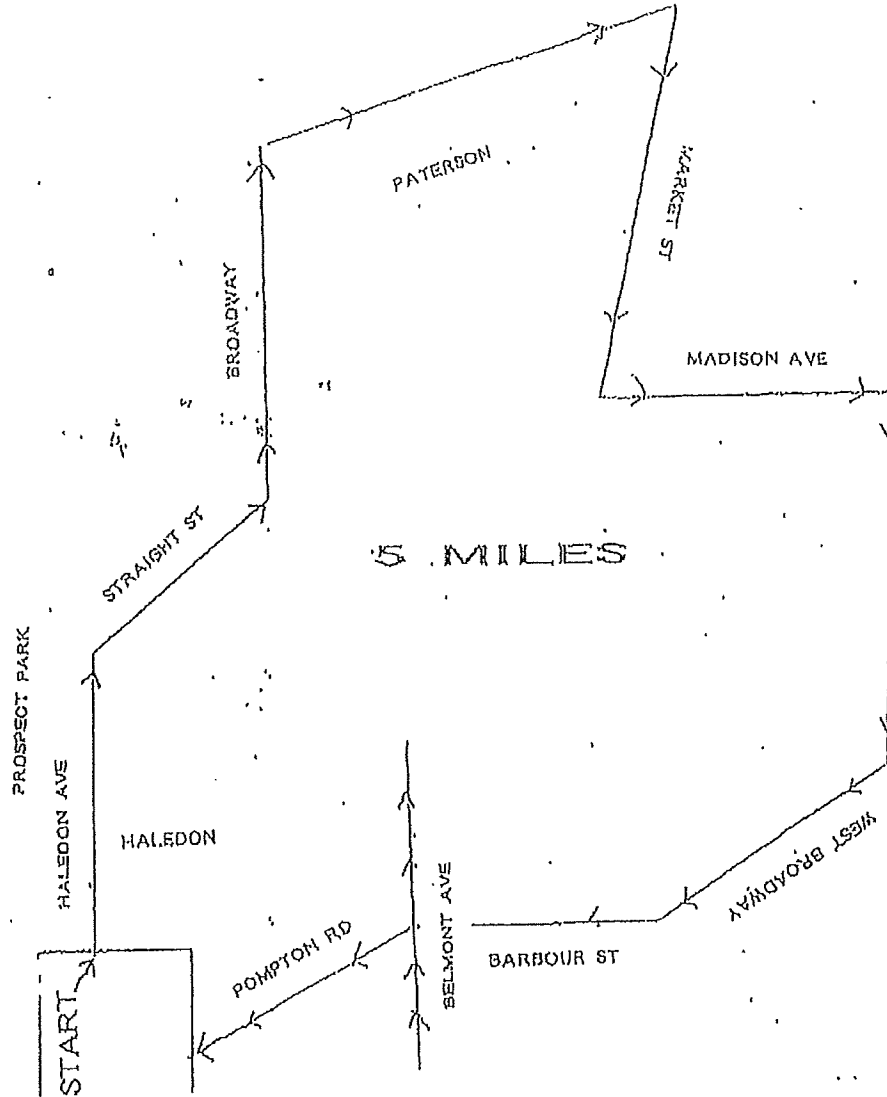
- I. It is expected that all employees will conform to Preakness Healthcare Center Procedure regarding their work schedules and times of arrival
- II. If weather conditions change, it should not be automatically assumed that the day maybe considered a "bad (inclement) weather day". The decision for such remains the prerogative of the Executive Director and/or his/her designee.
- III. If employee absences become greater on a particularly bad weather day, the Supervisor should contact Administration regarding appropriate action. If Administration is present in the Facility an immediate decision will be given. If weather conditions are such to warrant a decision and Administration is not at the Facility, the Supervisor will contact the Administrator on Call for instruction.
 - A. Sick-time will not be considered an acceptable absence unless the illness is substantiated by a note from a physician.
 - B. Holiday/Vacation/Personal Days will not be given in lieu of sick days unless such time had been previously scheduled.
 - C. Employees will be expected to come to work and remain at work for the scheduled period of time.
 - D. It will be an Administrative decision regarding late arrivals and whether action, if any, should be taken as well as whether or not considerations can be given to excuse late time.

Procedures

1. The Executive Director or his/her designee will determine if employees will be picked up on the emergency bus route.
2. The Executive Director or his/her designee will determine the staffing level required for each department.
3. Employees will only be picked up along the route identified above. Employees who are able to be picked up along the route must call 973-317-7020 at least three (3) hours before the start of their shift to request pickup. Employees must provide name, department, address and telephone number where the employee can be reached.
4. The Executive Director or his/her designee will advise if the employee will be picked up and the approximate time of the pickup. Note: Travel conditions and the availability of suitable vehicles may affect the anticipated pickup time.
5. Employees who are transported to Preakness Healthcare Center will be transported home in accordance with a schedule developed by the Executive Director or his/her designee. Note: Travel conditions and the availability of suitable vehicles may affect the anticipated departure time.
6. Transported employees may be required to work extended hours.
7. All employees may cross job duty lines (subject to license or certification, scope of practice, or New Jersey Department of Health and Senior Services directive) during the emergency.
8. An employee who has been advised by the Executive Director or his/her designee that the employee will be picked up and the employee is at the designated location, able to be reached by phone, and is not picked up, may be approved by the Executive Director to use a benefit (personal, vacation, holiday) day. The Executive Director or designee will consider for the use of benefit time situations such as staff who wait more than 1 hour to be picked up.
9. An employee who has been advised by the Executive Director or his/her designee that the employee will be picked up and travel conditions prevent the employee to be picked up, may be approved by the Executive Director to use a benefit (personal, vacation, holiday) day. Note: The employee must be able to be reached by phone by the Executive Director or his/her designee.
10. Employees will be docked for time not worked or late time that is not excused. Disciplinary action will not be pursued for LWs or late time during the Inclement Weather Policy
11. Circumstances not covered in the above will be discussed in a Labor Management Meeting.

PREAKNESS HEALTHCARE CENTER EMERGENCY BUS ROUTE

PREAKNESS HEALTHCARE CENTER EMERGENCY BUS ROUTE



Effective January 15, 1996, the following guidelines must be followed during time of emergencies: (1) Administration will determine employee pick-up schedule; (2) Employees will only be picked up along the identified route; (3) Employees requesting a pick-up must call Preakness Healthcare Center two hours prior to their shift start time; (4) Employees who are transported to Preakness Healthcare Center will be taken home as well; and (5) Transported employees may be required to work extended hours.

*The emergency bus route takes approximately one (1) hour for a complete trip.