



## Legislation Details (With Text)

**File #:** 24-802  
**Type:** Resolution      **Status:** Passed  
**File created:** 9/4/2024      **In control:** Administration and Finance  
**On agenda:** 9/10/2024      **Final action:** 9/10/2024  
**Enactment date:** 9/10/2024      **Enactment #:** R-24-748  
**Title:** RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND COMMUNICATION WORKERS OF AMERICA, LOCAL NO. 1032, REPRESENTING SECURITY GUARDS AT PREAKNESS HEALTHCARE CENTER, PURSUANT TO N.J.S.A. 34:13A-1

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
9/10/2024	1	Board of County Commissioners Regular Meeting	Adopted	Pass

### **RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND COMMUNICATION WORKERS OF AMERICA, LOCAL NO. 1032, REPRESENTING SECURITY GUARDS 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 Communication Workers of America, Local No. 1032 (“Union”) is the designated bargaining unit for security guards at Preakness Healthcare Center; and

**WHEREAS**, the County and Union are members to a Collective Negotiations Agreement (“CNA”) that became effective on January 1, 2020 and expired 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.; 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 January 1, 2024 to December 31, 2027; 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 August 29, 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 Communication Workers of America, Local No. 1032, representing security guards 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

September 10, 2024

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**Memorandum of Agreement**

*between the*

**County of Passaic**

*and*

**Communication Workers of America, Local No. 1032**

*representing Security Guards at Preakness Healthcare Center*

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**WHEREAS**, this Memorandum of Agreement (hereafter "MOA") is entered into between the County of Passaic (hereafter "County") and Communication Workers of America, Local No. 1032 (hereafter "Union"), who is the designated bargaining unit for Security Guard 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 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:

**ARTICLE VII. HOURS OF WORK<sup>1</sup>**

**Section 7.5. Employees' Meals.**

~~Employees covered by this Agreement working the first and second shifts shall, through a payroll deduction, be charged four dollars (\$4.00) per week for meals forty four (44) ~~forty eight (48)~~ weeks per year. Employees working the third shift shall be charged two dollars (\$2.00) per week for meals forty four (44) ~~forty eight (48)~~ weeks per year. Employees shall not be reimbursed for such meal allowance while on sick leave, medical leave of absence, vacation, family leaves, workers' compensation leave, suspension, or other leave.~~

*\*Renumber the subsequent sections accordingly.*

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

## ARTICLE IV. UNION SECURITY

### Section 4.5. Notification of New Hires.

The Union will be notified within fourteen (14) days of any new hires, including his/her employment status (i.e. ~~provision, full time, or time~~) via email or regular mail, and the new hire will be provided a hard copy as well of the Collective Negotiations Agreement.

## ARTICLE VIII. OVERTIME

### Section 8.1. Overtime.

Employees covered by this Agreement shall be paid at the rate of one and one half (1 ½) times their regular straight time rate of pay for all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours in a work week. ~~However, there may be instances where an employee, because of every other weekend off schedule, make work more than forty (40) hours one (1) week and then the following week less than forty (40) hours. In cases like this, the employee would receive overtime for all hours worked above the eighty (80) hours within the two week pay period.~~

## 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 January 1, 2024, all employees shall move one (1) step on the Salary Guide. All employees off guide<sup>2</sup> shall receive a two and one half percent (2.5%) general wage increase.

### Section 9.2. Rate of Pay in 2025.

Effective January 1, 2025, all employees shall move one (1) step on the Salary Guide. All employees off guide shall receive a two and one half percent (2.5%) general wage increase.

### Section 9.3. Rate of Pay in 2026.

Effective January 1, 2026, all employees shall move one (1) step on the Salary Guide. All employees off guide shall receive a two and three quarters percent (2.75%) general wage increase.

### Section 9.4. Rate of Pay in 2027.

Effective January 1, 2027, all employees shall move one (1) step on the Salary Guide. All employees off guide shall receive a three percent (3.00%) general wage increase.

### Section 9.11. Salary Guide.

All employees in the Union shall be subject to the Salary Guide attached hereto as Exhibit A.

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<sup>2</sup> "Off guide" means employees being paid at a higher rate than the levels on the Salary Guide.

**ARTICLE X. OUT OF CLASSIFICATION**

**Section 10.1. Higher Classification.**

~~Any employee who is temporarily assigned and does perform work in a higher classification for eleven (11) consecutive days or more shall be compensated at a higher rate, retroactive to the first day of such assignment. Higher classification shall be calculated in accordance with Article XIV.~~

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 XI. INSURANCE**

**Section 11.3. Traditional Healthcare Plan Eligibility.**

- (a) Effective April 26, 2016, new employees shall not be entitled to enroll in the County’s Traditional Healthcare Plan.
- (b) Effective January 1, 2027, no employees shall be eligible to enroll in the County's Traditional Healthcare Plan. Therefore, all employees shall be required during the open enrollment period in calendar year 2026 to select one of the alternative healthcare plans offered by the County to be utilized for calendar year 2027.

*Insert the following Section:*

**Section 11.4. 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).

<b>Prescription Type</b>	<b>Copay</b>
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)

<b>Prescription Type</b>	<b>Copay</b>
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. LEAVES OF ABSENCE**

**Section 12.1. Sick Leave.**

- (g) **Notification of Sick Time.** Employees who are absent are responsible to call in two (2) hours prior to the start of his/her shift and indicate the reason for the absence. Calls from anyone other than the employee will not be accepted, except in exigent circumstances. The employee must call in each day, unless a physician's note has been submitted. If the employee fails to call in, the Executive Director has the right to dock the employee and discipline has indicated in Article XIX. For just cause, the Executive Director may request a physician's note.

**Section 12.3. Bereavement Leave.**

Employees are entitled to three (3) consecutive calendar days leave of absence for the death of an employee's relative. Bereavement leave shall not extend beyond three (3) consecutive calendar days immediately following the death of a family member unless approved by the County Administrator. "Immediate Relative" includes ~~spouse, civil union partner, child,~~ parent, stepchild, stepparent, sibling, grandparents, mother in-law, father in-law, daughter in-law, son in-law, grandchild, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees may be asked for proof at the discretion of the Personnel Department or County Administrator. An employee shall receive four (4) bereavement days for the loss of a husband, wife, or child.

**Section 12.4. Personal Leave.**

Every employee covered by this Agreement shall be allowed a maximum of three (3) days personal leave per year with pay, provided that the department head is notified of such leave request three (3) days in advance thereof, except in emergency situations, provided that there is no disruption of the facility services, subject to staffing. Such personal leave shall not be cumulative from year to year. ~~Emergency situations required substantiation of said emergency.~~ Personal days shall accrue at a rate of one (1) day every four (4) months. This does not mean that employees must earn his/her personal days before using them.

**ARTICLE XIX. SUSPENSION AND DISCIPLINARY ACTIONS**

*Strike the language and insert the following:*

**Section 19.1. Conduct Subject to Disciplinary Action.**

An employee can be disciplined for violation of any of the County policies outlined in the Personnel Manual and for any of the following reasons:

- (a) Incompetency, inefficiency, or failure to perform duties.
- (b) Insubordination.
- (c) Inability to perform duties.
- (d) Chronic or excessive absenteeism or lateness.
- (e) Conviction of a crime.
- (f) Conduct unbecoming an employee.
- (g) Neglect of duty.
- (h) Misuse of County property, including motor vehicles.
- (i) Discrimination that effects equal employment opportunity, as defined under N.J.A.C. 4A:7-1.1, including sexual harassment.
- (j) Violations of federal regulations concerning drug and alcohol use and testing of employees who perform functions related to the operation of commercial motor vehicles as well as violation of State and local policies issued thereunder.

(k) Violation of the New Jersey residency requirement as set forth in N.J.S.A. 52:14-7 (P.L. 2011, c. 70).

(l) Other sufficient cause.

### **Section 19.2. Progressive Discipline.**

Absent exigent circumstances or other good cause, the County shall implement progressive discipline for employees as follows:

(a) A documented oral warning.

(b) Written warning, which may mandate corrective action, including but not limited to, referral to the County's Employee Assistance Program

(c) Minor Discipline, which includes a formal written reprimand, suspension, or fine of five (5) working days or less.

(d) Major Discipline, which includes removal, disciplinary demotion, suspension, or fine of more than five (5) working days at any one time.

### **Section 19.3. Major Disciplinary Action.**

If an employee is subject to major disciplinary action, he/she shall be afforded a right to a hearing on the matter, as set forth in N.J.A.C. 4A:2-2.5.

### **Section 19.4. Notice of Disciplinary Action.**

The employee, Shop Steward, and Union shall receive notice of the disciplinary action, which shall include a detailed description of the alleged acts and conduct, including references to dates, times, and places, if applicable.

## **ARTICLE XXI. GENERAL PROVISIONS**

### **Section 21.6. Uniforms.**

Full time and part time employees will be provided uniforms ~~through a rental uniform service selected by the County.~~ The County will reimburse employees for the purchase of one (1) pair of footwear each year of the Agreement, which shall be approved by the Executive Director by no later than February 1<sup>st</sup> of each year. All employees are required to wear the assigned uniforms.



**ARTICLE XXIII. HOLIDAYS**

**Section 23.1. Holidays.**

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

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

**ARTICLE XXVII. TERMINATION**

**Section 27.1. Effective Date of Collective Negotiations Agreement.**

This Agreement shall take effect retroactive to January 1, ~~2024~~ and shall remain in full force and effect until the 31<sup>st</sup> day of December, ~~2023~~. In the event that a successor agreement is not reached by the expiration of this Agreement, the parties agree that it would not preclude an employee from receiving an increase in their longevity if said employee is entitled to an increase. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify this Agreement.

**Section 27.2. Termination Date of Collective Negotiations Agreement.**

The Agreement shall terminate December 31, ~~2023~~.

**ACKNOWLEDGEMENT OF RATIFICATION AND INCORPORATION**

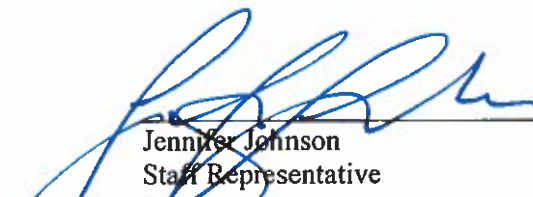
The County and Union agree to recommend these terms and conditions to their respective constituents for ratification. All issues agreed to shall be incorporated into the new Agreement. All issues not previously agreed to and not mentioned herein are withdrawn. All other language in the expired Agreement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

**COUNTY OF PASSAIC:**

**CWA LOCAL NO. 1032:**

  
\_\_\_\_\_  
Matthew P. Jordan, Esq.  
Passaic County Administrator

DATED: *AUGUST 7, 2024*

  
\_\_\_\_\_  
Jennifer Johnson  
Staff Representative

DATED: *August 11, 2024*

## **EXHIBIT A**

PSG New Guide as of 1/1/2024

1/1/2024 +1%COLA

		1	2	3	4	5	6	7	8	9	10
SG1	Security Guard	\$37,019	\$37,759	\$38,514	\$39,285	\$40,070	\$40,872	\$41,689	\$42,523	\$43,373	\$44,241
SG2	Sr. Security Guard	\$41,256	\$42,081	\$42,923	\$43,782	\$44,657	\$45,550	\$46,461	\$47,391	\$48,338	\$49,305

1/1/2025 +1%COLA

		1	2	3	4	5	6	7	8	9	10
SG1	Security Guard	\$37,389	\$38,137	\$38,899	\$39,677	\$40,471	\$41,280	\$42,106	\$42,948	\$43,807	\$44,683
SG2	Sr. Security Guard	\$41,669	\$42,502	\$43,352	\$44,219	\$45,104	\$46,006	\$46,926	\$47,864	\$48,822	\$49,798

1/1/2026 +1%COLA

		1	2	3	4	5	6	7	8	9	10
SG1	Security Guard	\$37,763	\$38,518	\$39,288	\$40,074	\$40,876	\$41,693	\$42,527	\$43,378	\$44,245	\$45,130
SG2	Sr. Security Guard	\$42,086	\$42,927	\$43,786	\$44,662	\$45,555	\$46,466	\$47,395	\$48,343	\$49,310	\$50,296

1/1/2027 +1%COLA

		1	2	3	4	5	6	7	8	9	10
SG1	Security Guard	\$38,140	\$38,903	\$39,681	\$40,475	\$41,284	\$42,110	\$42,952	\$43,811	\$44,688	\$45,581
SG2	Sr. Security Guard	\$42,506	\$43,357	\$44,224	\$45,108	\$46,010	\$46,931	\$47,869	\$48,827	\$49,803	\$50,799