



Legislation Details (With Text)

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File created: 12/8/2023 **In control:** Administration and Finance
On agenda: 12/12/2023 **Final action:** 12/12/2023
Enactment date: 12/12/2023 **Enactment #:** R-23-1127
Title: RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE COMMUNICATION WORKERS OF AMERICA, LOCAL 1032, REPRESENTING EMPLOYEES IN THE OFFICE OF THE PASSAIC COUNTY SUPERINTENDENT OF ELECTIONS, PURSUANT TO N.J.S.A. 34:13A-1

Sponsors:

Indexes:

Code sections:

Attachments: 1. Cover Page, 2. 2021-2026 MOA County of Passaic and CWA 1032 (SOE) fully executed

Date	Ver.	Action By	Action	Result
12/12/2023	1	Board of County Commissioners Regular Meeting	Adopted	Pass

RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC AND THE COMMUNICATION WORKERS OF AMERICA, LOCAL 1032, REPRESENTING EMPLOYEES IN THE OFFICE OF THE PASSAIC COUNTY SUPERINTENDENT OF ELECTIONS, 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 1032 (“Union”) is the designated bargaining unit for employees in the Office of the Passaic County Superintendent of Elections; and

WHEREAS, the County and Union are members to a Collective Negotiations Agreement (“CNA”) that became effective on January 1, 2018, and expired on December 31, 2020; 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 2018-2020 CNA;

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, 2021, 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 29, 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 Communication Workers of America, Local 1032, representing employees in the Office of the Passaic County Superintendent of Elections.

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

December 12, 2023

Memorandum of Agreement

between the

County of Passaic and Passaic County Superintendent of Elections

and

Communication Workers of America, Local 1032

representing employees in the Office of the Superintendent of Elections

WHEREAS, this Memorandum of Agreement (hereafter “MOA”) is entered into between the County of Passaic (hereafter “County”), Passaic County Superintendent of Elections (hereafter “SOE” and the Communication Workers of America, Local 1032 (hereafter “Union”), who are the designated bargaining unit for various employees in the Passaic County Office of the Superintendent of Elections; 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, Superintendent and Union on December 31, 2020; and

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

ARTICLE 3. DUES CHECK OFF

Strike the language and replace with the following:

Section 3.1. Dues Deduction and Membership Information.

a. Union Dues Deduction.

- i. The County agrees to deduct from the regular paycheck of any employee dues of the Union, which include regular membership dues, initiation fees and assessments, provided the employee submits an authorization for dues deductions in writing and in proper form to the designated payroll and benefits coordinator of the County. Dues deductions will be reflected in the paycheck for the current pay period, provided the form is received by the payroll and benefits coordinator at least fourteen (14) calendar days prior to the end of the pay period, otherwise to be reflected in the next pay period.
- ii. Union dues deductions for any employee in this negotiation unit shall be limited to the Union. Employees shall be eligible to withdraw such authorization only effective July 1st of each year provided the notice of withdrawal is provided prior to July 1st. Unless an employee withdraws authorization for the deduction of Union dues, the County will continue to deduct dues. The movement of an employee from one title to another title

and/or from one division to another division will not affect dues deductions unless the new title or unit is not represented by the Union.

- iii. Dues so deducted by the County shall be transmitted to the Secretary/Treasurer of the Union together with a listing of the employees included.
 - iv. The Union shall certify to the County in writing the amount of Union dues and shall notify the County of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in the payroll deduction at the earliest time after the receipt of the request.
 - v. On a quarterly basis, the County shall provide to the Union a list of employees for whom dues deductions have been discontinued, along with the reason for the discontinuation, including any member who withdraws dues authorizations pursuant to this Article.
- b. Membership Information. The County will provide the following information electronically when dues are transmitted to the Union: (1) employee's name; (2) address; (3) the last four digits of their social security number; (4) dues amount; (5) anniversary date; (6) salary; and (7) pay period.
 - c. Employee paychecks will identify Union dues.
 - d. Dues shall be remitted by the County to: Local Treasurer, CWA Local No. 1032, 67 Scotch Road, Ewing, New Jersey 08628.

ARTICLE 4. WORK WEEK

Amend the language as follows¹:

Section 4.1. Normal Work Week.

a. Clerical Staff.

- i. January 1st to Friday after Primary Election Day, 8:30 AM to 4:30 PM
- ii. ~~Monday after Primary Election Day~~ Second Monday in June to Labor Day, 8:00 AM to 3:30 PM
- iii. Labor Day to December 31st, 8:30 AM to 4:30 PM

ARTICLE 5. COMPENSATION

Strike Section 5.1 to 5.3, and replace with the following:

Section 5.1. Rate of Pay in 2021.

Effective retroactive to January 1, 2021, employees in the Union shall receive one thousand seven hundred and fifty dollars (\$1,750.00) on their base salary. No employee shall move on the Salary Guide.

¹ Any language that is underlined is new language, any language that has a strikethrough is being deleted, any language with no markings is in the existing collective negotiations' agreement.

Section 5.2. Rate of Pay in 2022.

Effective retroactive to January 1, 2022, employees in the Union shall receive one thousand seven hundred and fifty dollars (\$1,750.00) on their base salary. No employee shall move on the Salary Guide.

Section 5.3. Rate of Pay in 2023.

Effective retroactive to January 1, 2023, employees in the Union shall receive two thousand dollars (\$2,000.00) on their base salary. No employee shall move on the Salary Guide.

Section 5.4. Rate of Pay in 2024.

Effective January 1, 2024, employees in the Union shall receive a two and one half percent (2.5%) general wage increase. No employee shall move on the Salary Guide.

Section 5.5. Rate of Pay in 2025.

Effective January 1, 2025, employees in the Union shall receive a two and one half percent (2.5%) general wage increase. No employee shall move on the Salary Guide.

Section 5.6. Rate of Pay in 2026.

Effective January 1, 2026, employees in the Union shall receive a two and three quarters percent (2.75%) general wage increase. No employee shall move on the Salary Guide.

**Renumber the subsequent sections for sake of clarity.*

ARTICLE 6. OVERTIME

Section 6.6. Delayed Starting Hour.

Amend the language as follows:

There shall be a delayed starting hour on the following day of 10:00 AM for employees who work sixteen (16) ~~nineteen (19)~~ hours or more on an Election Day.

ARTICLE 8. MEDICAL AND RETIREMENT BENEFITS

Section 8.7. 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 10. LONGEVITY

Section 10.2. Eligibility for Longevity. [NEW]

Employees hired after January 1, 2024 shall no longer be eligible for longevity.

ARTICLE 11. SICK LEAVE

Section 11.3. Doctor's Verification.

Amend the language as follows:

- a. Sick leave is to be used only in cases where the employee is ill and unable to work, in cases of serious illness of a family member. Employees absent on sick leave for five (5) or more consecutive working days, or for sick time used after a paid holiday or vacation, must submit a doctor's verification of illness or injury to the Superintendent of Elections at his/her discretion ~~their Department Head.~~ An employee who fails to submit the doctor's verification will be docked one (1) days' pay for the unexcused absence.
- b. Employees absent on sick leave for five (5) or more consecutive working days must submit leave paperwork which must be completed by the Department and submitted to the Personnel Department. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required.
- c. The Employer reserves the right to require a fitness for duty exam on suspicion or excessive medical leave. Prior to the return to work, the Employer may require an employee to be examined by a physician designated by the Employer to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

ARTICLE 13. HOLIDAYS

Section 13.1. Holidays.

Amend the language as follows:

The following fifteen (15) ~~fourteen (14)~~ days are recognized paid holidays:

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

ARTICLE 16. MISCELLANEOUS PROVISIONS

Section 16.10. Work Shoes. [NEW]

Effective January 1, 2024, employees that are assigned to the Warehouse will have the ability to choose work boots in an amount not to exceed two hundred and fifty dollars (\$250.00) from a County selected vendor, which will be accessible during work hours. Employees shall have the ability to select his/her work boots one time in each year that this Agreement is in place, but no later than April 1st of each year.

ARTICLE 28. TERM OF AGREEMENT


This Agreement shall be effective retroactive to January 1, ~~2021~~¹⁸ and shall remain in full force and effect until December 31, ~~2026~~²⁰. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify this Agreement. Such notice shall be given no later than ninety (90) days before the expiration date of this Agreement. 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 is entitled to an increase.

ACKNOWLEDGEMENT OF RATIFICATION AND INCORPORATION

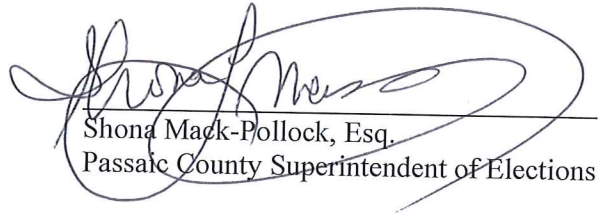
The County, Superintendent and Union agree to recommend these terms and conditions to their respective constituents for ratification. All issues agreed to shall be incorporated into the new Agreement. All issues not previously agreed to and not mentioned herein are withdrawn. All other language in the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

COUNTY OF PASSAIC:

SUPERINTENDENT OF ELECTIONS:



Matthew P. Jordan, Esq.
Passaic County Administrator



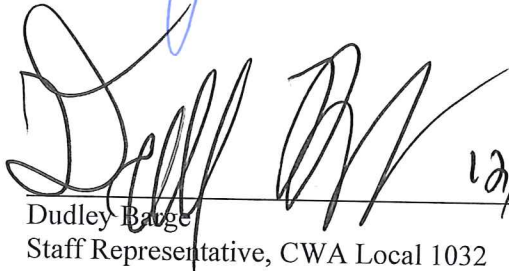
Shona Mack-Pollock, Esq.
Passaic County Superintendent of Elections

DATED: *December 4, 2023*

DATED:

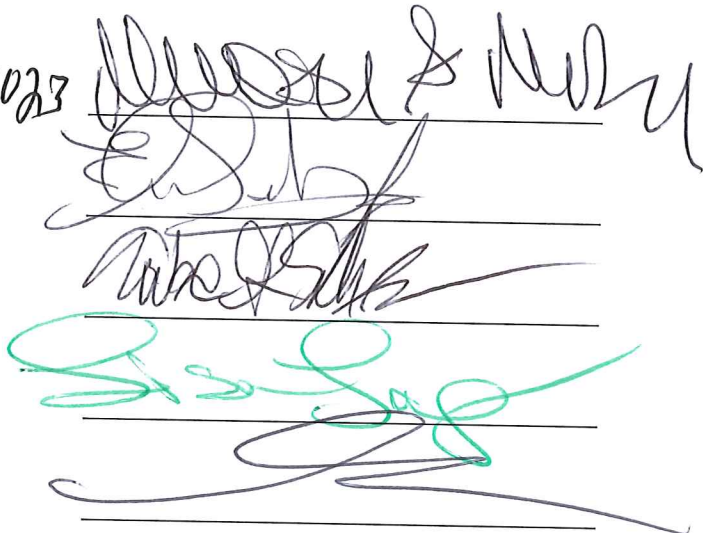
UNION:

NEGOTIATION COMMITTEE:



Dudley Bauge
Staff Representative, CWA Local 1032

12/4/2023



DATED: