



Legislation Details (With Text)

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Title: RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC, THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 265 AND THE PASSAIC COUNTY PROSECUTOR'S OFFICE SUPERIOR OFFICERS' ASSOCIATION, REPRESENTING EMPLOYEES IN THE PASSAIC COUNTY PROSECUTOR'S OFFICE, PURSUANT TO N.J.S.A. 34:13A-1

Sponsors:

Indexes:

Code sections:

Attachments: 1. Cover Page, 2. MOA_ County & PBA 265

Date	Ver.	Action By	Action	Result
6/25/2024	1	Board of County Commissioners Regular Meeting	Adopted	Pass

RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF PASSAIC, THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 265 AND THE PASSAIC COUNTY PROSECUTOR'S OFFICE SUPERIOR OFFICERS' ASSOCIATION, REPRESENTING EMPLOYEES IN THE PASSAIC COUNTY PROSECUTOR'S OFFICE, 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 New Jersey State Policemen's Benevolent Association, Local 265 and the Passaic County Prosecutor's Office Superior Officers' Association (collectively "Union") are the designated bargaining unit for detectives, investigators, senior investigators, and superior officers of the Passaic County Prosecutor's Office; and

WHEREAS, the County and Union are members to a Collective Negotiations Agreement ("CNA") that became effective on January 1, 2015 and expired on December 31, 2018; 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, 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 by the Administration and Finance Committee 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, the New Jersey State Policemen’s Benevolent Association, Local 265 and the Passaic County Prosecutor’s Office Superior Officers’ Association, representing detectives, investigators, senior investigators, and superior officers of the Passaic County Prosecutor’s Office.

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

June 25, 2024

Memorandum of Agreement

between the

County of Passaic and Passaic County Prosecutor Camelia Valdes

and

**New Jersey State Policemen's Benevolent Association Local 265 and the
Passaic County Prosecutor's Office Superior Officers' Association**

*representing detectives, investigators, senior investigators, and superior officers of the
Passaic County Prosecutor's Office*

WHEREAS, this Memorandum of Agreement (hereafter "MOA") is entered into between the County of Passaic (hereafter "County") and Passaic County Prosecutor Camelia Valdes and New Jersey State Policemen's Benevolent Association Local 265 and Passaic County Prosecutor's Office Superior Officers' Association (hereafter "Union"), who is the designated bargaining unit for detectives, investigators, senior investigators, and superior officers of the Passaic County Prosecutor's Office; 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, Prosecutor and Union, having bargained in good faith and agreed, hereby state the following amendments to the Agreement:

AGREEMENT¹

Strike the language and insert the following:

THIS AGREEMENT entered into by and between the Passaic County Prosecutor and Board of County Commissioners of the County of Passaic (hereafter "Employer") and the New Jersey State Policemen's Benevolent Association Local 265 and Passaic County Prosecutor's Office Superior Officers' Association (hereafter "Union" or "Association").

ARTICLE 5 – SICK LEAVE²

- (F) Upon application for retirement as the term "retirement" is defined by county policy, the employee may not be absent without a doctor's note for more than forty five (45) days immediately prior to the date of retirement. This shall be contingent on the employee having 45 unused sick days remaining after the County's purchase of one half of the employee's accrued sick time pursuant to Paragraph (G) below. In the event an employee has less than 45 sick days remaining after the purchase, he shall be permitted to be absent without a doctor's

¹ Any text underlined is a new addition to the Agreement, any text with a strikethrough is being deleted.

note for said lesser number of days immediately prior to retirement. ~~The Union may re-open this contract regarding terminal leave in the event the contract negotiations with the County of Passaic Prosecutor's Department result in no change to Prosecutor's department terminal leave provision.~~ Employees hired after October 1, 2015 shall not be entitled to the Terminal Leave Benefits set forth in this ~~the above~~ paragraph.

ARTICLE VI – HOLIDAYS

(A) The following days are recognized paid holidays, except as modified herein:

~~½ day New Year's Eve~~
New Year's Day
Martin Luther King's Birthday
Presidents Day
Good Friday
Memorial Day
Juneteenth (Third Friday of June)
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day ~~and day after~~
Day after Thanksgiving
~~½ day Christmas Eve~~
Christmas Day
~~½ day New Year's Eve~~

~~*Presidents Day replaces Washington's Birthday and Lincoln's Birthday effective Calendar Year 2016~~

(D) If the holiday falls on Saturday, it shall be celebrated on Friday. If a holiday falls on Sunday, it shall be celebrated on Monday, except Juneteenth, which shall be celebrated on the third Friday in June, regardless of the day it falls on, as provided in Paragraph (A) above.

ARTICLE VIII – HEALTH AND INSURANCE BENEFITS

Strike the entirety of Article VIII, and replace with the following:

(A) Medical Benefits.

Employees in the Union, upon completion of a ninety (90) day probationary period, shall be eligible to receive health insurance, prescription insurance, and dental insurance as provided by the County. Co-pays and premiums shall be determined by the plan the employee chooses to join. The County may make several plans available to employees, and the employees can choose said plan during the open enrollment period. Part time employees working at least twenty four (24) hours or more per week are only eligible for single health care coverage.

(B) Chapter 78.

Employees shall make contributions toward the cost of their health insurance coverage in an amount set forth pursuant to Chapter 78, P.L. 2011 and any amendments thereto.

(C) Eligibility for Traditional Healthcare Plan.

Effective January 1, 2022, no employees shall be eligible to enroll in the County’s Traditional Healthcare Plan.

(D) Prescription Benefits.

(i) 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.

(ii) 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

(iii) 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. This shall not apply if the employee's physician will not allow the employee to take the generic prescription.

(E) Change to Insurance Carriers.

If the County changes its present insurance carriers and/or insurance plans, the new coverage for all health and insurance benefits shall be equal to or greater than, but not less than, the benefits and coverage levels presently in effect.

(F) Limited Continuation of Benefits for an Employee.

- (i) In the event of an employee's death, the hospitalization and prescription insurance benefits shall continue for a period of ninety (90) calendar days.
- (ii) In the event an employee is laid off (not resigned, terminated or retired), the hospitalization and prescription insurance benefits shall continue for a period of ninety (90) calendar days except if paid for by another Employer.

(G) Retirement Benefits.

- (i) Upon retirement, the County will continue to provide and pay for the medical insurance provided herein, as set forth herein.
- (ii) Upon retirement, the employees set forth on the attached Schedule A shall be entitled to health insurance upon retirement paid for by the Employer through the County so long as they have at least twenty-five (25) years of credited service in the State approved retirement system.
- (iii) All employees hired after January 1, 2007, shall be entitled to health insurance upon retirement paid for by the Employer, through the County so long as they are employed for twenty-five (25) years with the County of Passaic in any capacity and must have at least twenty-five (25) years of credited service in a State approved retirement system, as set forth herein.

- (iv) New employees hired after October 1, 2015 shall be entitled to health insurance upon retirement paid for by the Employer, through the County so long as they are employed for twenty-five (25) years with the County of Passaic and have at least twenty-five (25) years of credited service in a State approved retirement system. Such new employees may only enroll in the HBCBS Advantage EPOC DESIGN 4 plan or an equivalent, as set forth herein.
- (v) Employees who retire in a disability pension or employees who have attained the age of sixty-two (62) and have at least fifteen (15) years of employment with the County shall be entitled to health insurance upon retirement paid for by the Employer through the County.
- (vi) As of March 1, 1999, any employee who has retired and any employee who subsequently retires shall be entitled to participation in the Prescription Drug Plan if they are entitled to health insurance paid for by the Employer. Retirement shall mean twenty-five (25) years of service in the Police and Firemen's Retirement System, as set forth herein.

**ARTICLE X – EMPLOYEE LIABILITY
INDEMNIFICATION AND REPRESENTATION POLICY**

Strike the entirety of Article X, and replace with the following:

Indemnification and Representation Policy

(a) Covered Employees.

The County recognizes the value and importance of having its employees diligently and faithfully execute their respective duties for the benefit of the County and its residents. Therefore, to further the objectives of County, and in accordance with applicable law, it is the policy of the County to indemnify and defend its officers and employees, and former employees, against legal action brought against them in connection with their official duties and responsibilities to the maximum extent provided by law, pursuant to the procedures as set forth in this Article X.

(b) Mandatory Indemnification.

i. Obligation to Indemnify.

The County recognizes that it may be required by law to indemnify and defend certain employees against criminal and civil actions brought against them in the course of their duties. In cases in which the County is required by law to provide such indemnification and defense, the following principles shall apply.

ii. Procedures.

Any employee seeking indemnification and/or legal defense from the County under the terms of any constitutional provision, statute, regulation, or other applicable law requiring same shall promptly make a written request for legal representation to the County Counsel through his or her chain of command. The written request shall include the following information: (1) the name of the officer seeking legal representation and indemnification; (2) the employee's

current assignment; and (3) copies of any pleadings, complaints, subpoenas, or other legal documents or process issued to the employee requesting indemnification.

iii. Investigation, Indemnification and Representation by the County, the Prosecutor and/or the Passaic County Commissioners.

Upon receiving a written request for indemnification and representation, County Counsel acting on behalf of the County, the Prosecutor and/or the Passaic County Commissioners shall determine whether to (1) grant the request for indemnification and/or a defense in its entirety; (2) deny the request for indemnification and/or a defense in its entirety; or (3) grant or deny the request for indemnification and/or a defense in part and reserve the County's rights as to the balance of the request, to the extent appropriate. In circumstances where County Counsel has granted a defense and request for indemnification, same may be revoked if the employee refuses or otherwise conducts him or herself in a manner uncooperative in his or her own defense.

If the County, the Prosecutor and/or the Passaic County Commissioners refuses to provide for the defense of an employee, the employee or former employee shall be entitled to indemnification if he or she establishes that the act or omission upon which the claim or judgment was based occurred within the scope of their employment as an employee of the County, and the County, the Prosecutor and/or the Passaic County Commissioners fails to establish that they acted or failed to act because of actual fraud, actual malice or willful misconduct.

If the employee establishes that he or she was entitled to a defense under the provisions of this contract or New Jersey law, the County, the Prosecutor and/or the Passaic County Commissioners shall pay or reimburse the employee for any bona fide settlement agreements entered into by the employee, and shall pay or reimburse the employee for all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, if any.

Nothing in this Article requires the County, the Prosecutor and/or the Passaic County Commissioners to pay for punitive or exemplary damages or damages resulting from the commission of a crime. The County, the Prosecutor and/or the Passaic County Commissioners may indemnify an employee for exemplary or punitive damages resulting from the employee's civil violation of State or Federal law if, in the opinion of County Counsel, the acts committed by the employee upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct, or an intentional wrong.

A claim for reimbursement and damages shall be filed by the employee with the County within ninety (90) calendar days of the accrual of such claim or other such timeframe as provided for Chapter 8 of Title 59 of New Jersey Statutes Annotated (New Jersey Tort Claims Act).

iv. Choice of Counsel – Civil Matters.

In civil cases in which an employee is named as a defendant in actions for damages related to personal injury, property damage, or other civil actions, the County Counsel shall, upon determining that the case arises within the scope of employee's employment, refer the matter to counsel selected by the Board. However, nothing in this Article shall be construed as limiting the discretion of the County Counsel to assign any case to attorney(s) employed by the County in the Office of the County Counsel when the County Counsel deems it appropriate.

Regardless, of counsel selected, the County shall have the sole discretion to settle, compromise or otherwise dispose of any claim for which it grants indemnity and/or a defense under this Article.

v. Conflict of Interest.

In civil cases in which both the County and the employee are named defendants, and in which it is determined that the matter arose within the scope of the official duties of the employee in the manner provided herein, and the County Counsel or the attorney assigned to defend the matter reasonably believes, pursuant to the Rules of Professional Conduct as adopted by the court in which the matter is pending, that an actual or potential conflict of interest exists which warrants that the County and the employee be represented by separate counsel, the following procedures shall apply. In all cases to which this subsection applies, the County Counsel shall: (1) advise the employee that a conflict or potential conflict exists; and (2) advise the employee that the County will provide a defense by approved counsel selected by the County in accordance with the County's procedures for assigning outside counsel. In all such cases, the County shall retain the sole discretion to settle, compromise or otherwise dispose of any claim for which it grants indemnity and/or a defense under this Article, including those in which counsel is assigned pursuant to this section.

vi. Choice of Counsel – Criminal Matters.

Employees seeking statutory indemnification and defense in criminal actions or proceedings directly arising from their official duties shall be entitled to representation by an attorney designated by the County Counsel, in accordance with the County's procedures for assigning outside counsel. Employees seeking indemnification in criminal actions shall retain the option of seeking counsel of their own choosing. However, nothing in this Article shall require the County to reimburse the employee for legal fees or expenses for representation retained outside of the procedures as set forth in this Article.

vii. Reservation of Rights.

Nothing in Article X shall be construed to impose any liability on the County for damages or attorney's fees incurred by an officer of employee in either of the following situations: (1) any criminal case in which the employee is found guilty or any wrongdoing; or (2) any criminal or civil case in which the employee is found to be acting outside the scope of his or her official duties for an unlawful purpose. In addition, nothing in this Article shall be construed to impose any direct liability on the County for punitive damages assessed against any employee.

(c) Permissive Indemnification.

i. Policy in Favor of Indemnification.

Article X shall be applicable only to civil and criminal cases which arise directly from an employee's official duties. This Article shall not apply to any situation in which an employee is subpoenaed, or otherwise requested to appear before a federal or State grand jury.

ii. Procedures.

Employees seeking permissive indemnification shall adhere to the procedures as set forth in this Article.

iii. Choice of Counsel.

All provisions set forth in Article X shall apply when a request is made by an employee for permissive indemnification.

iv. Reservations of Rights.

In accordance with N.J.S.A. 59:10-4, nothing in Article 13 shall be construed to impose any liability on the County for damages or attorney's fees in the following situations: (1) in any criminal case in which the employee is found guilty of any criminal charge; (2) in any criminal or civil case in which the employee is found to have acted outside the scope of his or her official duties, or for any unlawful purpose; or (3) in any criminal or civil case in which the County Counsel determines the employee seeking indemnification and/or defense committed acts and/or omissions constituting actual fraud, actual malice, willful misconduct, or an intentional wrong.

ARTICLE XV – EXISTING POLICIES

- (A) The provisions of any valid and existing Board of County Commissioner Chosen Freeholder ordinances or Resolutions validly providing employment benefits with regard to matters covered by this Agreement shall remain in effect unless this Agreement provides for some other benefit.
- (B) ~~In the event the Board of Chosen Freeholders negotiates an improvement in any fringe benefit on a County wide basis or with another law enforcement agency, then the employees in this bargaining unit shall have the right to request immediate negotiations as to such issue only, any other provisions of this Agreement to the contrary notwithstanding. In the event the parties reach impasse in such negotiations, then either party shall have the right to submit the dispute to binding interest arbitration in accordance with the provisions of the New Jersey Employer Employee Relations Act then prevailing in such cases for arbitration of such disputes in the case of policemen. For the purposes of this Agreement, any cost of living adjustment granted by the County shall be considered as a fringe benefit.~~

**Subsequent paragraphs shall be renumbered accordingly.*

ARTICLE XVI – SALARIES

Strike Article XVI, Salaries, Paragraphs (A) to (E), (G), Amend Article XVI, Salaries, Paragraphs (O) and (P) as stated below, strike (H), (J), and (K) in their entirety, and re-letter the paragraphs accordingly:

- (A) Salary in 2024.

Effective July 1, 2024, the following:

- i. Detective and Detective First Grade will be moved from the expired Salary Guide to the Salary Guide attached hereto as Schedule B based on number of years to pay as of June 30, 2024. Detective First Grade shall receive an additional pensionable base pay increase of seventy five hundred dollars (\$7,500.00).

- ii. Lieutenants and Captains will be placed at top pay.
- iii. Sergeants at top pay will move to Sgt. Scale Step 4.
- iv. Sergeants with less than one (1) year in grade will move to Sgt. Scale Step. 1.
- v. All Sergeants not covered by subparts (iii) and (iv) will move to Sgt. Scale Step 2.

(B) Salary in 2025.

Effective July 1, 2025, all employees shall move one (1) step on the Salary Guide.

(C) Salary in 2026.

Effective July 1, 2026, all employees shall move one (1) step on the Salary Guide.

(D) Salary in 2027.

Effective July 1, 2027, all employees shall move one (1) step on the Salary Guide.

(E) Salary in 2028.

Effective July 1, 2028, all employees shall move one (1) step on the Salary Guide.

(G) Salary Guide.

The Salary Guide is set forth on Schedule B attached hereto.

(H) ~~Except as set forth in subparts (A) through (E) above, increments shall be paid when due to all eligible employees according to the employee's anniversary date, pursuant to the salary guide attached to this Agreement as Schedule B. That is, an employee hired between January 1st and June 30th in a given year shall advance one step every January 1st thereafter. An employee hired between July 1st and December 31st in a given year shall advance one step every July 1st thereafter. All employees shall continue to advance in the above manner to a higher step each year.~~

(J) ~~The eighth step in the Salary Guide for Investigators, County Detectives and Senior Investigators shall continue to be a discretionary step. The determination of which employees, if any, shall be advanced to the discretionary eighth step and when they shall be so advanced shall be at the total discretion of the Prosecutor. The Prosecutor represents that the awarding of the discretionary eighth step shall be based on merit and outstanding service, but agrees to give non-binding consideration to such factors as seniority and length of time at maximum salary.~~

(K) ~~A ninth step is created for the ranks of Sergeant and above in the Salary Guide effective January 1, 1996. The determination of which employees, if any, shall advance to the discretionary ninth step and when they shall so be advanced shall be at the total discretion of the Prosecutor. The Prosecutor represents that the discretionary ninth step shall be based on merit and outstanding service, but agrees to give non-binding consideration to such factors as seniority and length of time at maximum salary.~~

(O) Prosecutor's Salary Cap.

It is agreed that the salary cap for all employees covered by this Agreement shall be set at ninety percent (90%) of the Prosecutor's salary; the salary cap of ninety percent (90%) shall continue as a percentage cap in the event of any salary increases received by the Prosecutor. The parties agree that in no event shall the total pensionable base pay compensation (including senior officer pay, and any other stipend or incentive that is included in pensionable base pay) of any Detective, Detective First Grade, Sergeant of County Detectives, Lieutenant of County Detectives, and Captain of County Detectives exceed ninety percent (90%) of the Prosecutor's salary during the term of this Agreement.

(P) On-Call Compensatory Time.

All employees who are required to be on-call shall receive five (5) hours compensatory time per week for each week spent on-call. Compensatory time received for on-call work shall be maintained separate from compensatory time accumulated in Accordance with Article XXVI, Overtime, of this Agreement, shall not be subject to F.L.S.A., may be cashed in at any time; may be carried into the following calendar year after which it is earned, and may not be used in any instance where it will cause overtime for the Prosecutor's Office. All compensatory time may be used in one (1) hour increments.

ARTICLE XXI – SAFETY LABOR MANAGEMENT COMMITTEE

(G) A ~~Health and Safety Advisory~~ Labor Management Committee (hereafter "Committee") to review ~~health and safety matters related to this Agreement as they relate to the Investigative staff of the Prosecutor's office~~ shall be established.

(H) The Committee shall consist of two (2) representatives of the Prosecutor's Office and two (2) representatives of PBA Local 265.

(I) The Committee shall meet, if necessary, once every quarter at a mutually agreed upon time and place. The committee may also convene at the request of the President of PBA Local 265 and/or the Prosecutor or the Prosecutor's Designee.

(J) All requests of the Safety Committee shall be forwarded in writing to the Prosecutor for his or her review.

~~(K) The Prosecutor shall reply in writing to the requests of the safety committee.~~

ARTICLE XXIV – EDUCATIONAL INCENTIVE

Strike the language in its entirety and replace with the following:

Effective July 1, 2024, those employees who have attained, or hereafter attain a college degree, shall receive an annual educational increment which shall be included on base salary, as follows:

- Associate Degree - \$1,500.00
- Bachelor Degree - \$2,500.00
- Graduate Degree - \$3,500.00

Only one degree is payable at a time to employees covered under this Agreement. Those employees who already received an educational incentive in 2024 shall receive the difference between the amount in the expired Agreement and the amount set forth herein.

ARTICLE XXXI – MISCELLANEOUS

- (A) Police Training Commission. Any fees mandated by the Police Training Commission for members of the Union shall be paid by the County.
- (B) Police Academy Fee Reimbursement. Any detective who separates employment with the Prosecutor’s Office within three (3) years of their graduation from the Police Academy shall be required to reimburse the County the full cost of same.

ARTICLE XXV – DUES DEDUCTION AND AGENCY SHOP

- ~~(B) — Section 1: Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee payable to the Union shall be paid by automatic payroll deduction. The representation fee shall be in any amount equal to eighty five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union’s entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. Union dues deductions shall be applied consistent with the United States Supreme Court decision in Janus v. AFSCME, Council 31, 585 U.S. 878 (2018) and where applicable the NJ Workplace Democracy Enhancement Act and NJ Responsible Collective Negotiations Act.~~

ARTICLE XXXI – RETROACTIVE PAYMENT

Strike Article XXXI – Retroactive Payment in its entirety and renumber subsequent Articles accordingly.

ARTICLE XXXIV – TERM AND RENEWAL

- (A) This Agreement shall remain in effect from January 1, 202419 through December 31, 202823, or until a successor agreement is reached. In the event such a successor agreement is not reached by December 31, 20283, both parties expressly intend and agree to continue to remain bound by the terms of this Agreement: in all respects during any interim period until a successor agreement is reached. This means, inter alia, that during any such interim period, the Employer specifically agrees to continue to:

1. ~~Award all salary step increases an employee may be entitled to pursuant to Article XVI;~~ The County, Prosecutor and Union agree to begin negotiating a successor Agreement by no later than July 1, 2028 and schedule no less than six (6) negotiation sessions prior to December 31, 2028. The parties shall confirm the six (6) sessions at least 90-days prior to July 1, 2028. If, after six (6) sessions where the parties bargain in good faith no successor Agreement is reached, the County shall award all salary step increases that may be entitled pursuant to Article XVI, Salaries. If the Union fails to participate in six (6) negotiation sessions by December 31, 2028, all salary step increases shall be frozen until a successor Agreement is reached. If the County and/or Prosecutor cancels a meeting it shall be considered to have taken place as one of the required six (6) meetings;
2. Award-all incremental vacation increases an employee may be entitled to pursuant to Article VII, Vacations.
3. Award any education incentives an employee may be entitled to pursuant to Article XXIV, Educational Incentive.
4. Provide health and related coverages for all employees pursuant to Article VIII, Health and Insurance Benefits.
5. Compensate employees for overtime work pursuant to Article XXVI, Overtime.

It is further specifically intended by the parties that this Article shall survive the expiration of the underlying Agreement, shall be severable therefrom and shall continue in full force and effect until a successor agreement is reached.

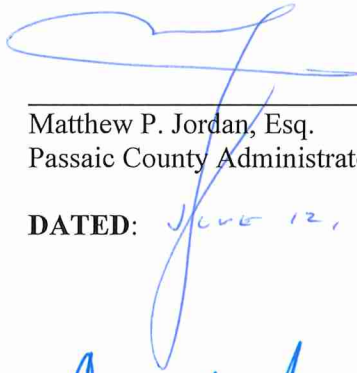
- (B) It is understood that this Agreement shall be binding upon the parties, their successors and assigns, and that upon notice to either party pursuant to the regulations of the Public Employment Relations Commission (PERC), either party shall have the obligation to commence negotiations for a successor agreement pursuant to the Rules of PERC ~~the New Jersey Public Employment Relations Commission~~.

ACKNOWLEDGEMENT OF RATIFICATION AND INCORPORATION

The County, Prosecutor 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:



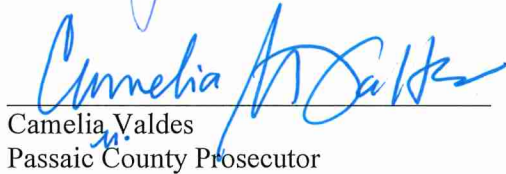
Matthew P. Jordan, Esq.
Passaic County Administrator

DATED: June 12, 2025



Dean Cioppa
President

DATED: 06-12-2024



Camelia Valdes
Passaic County Prosecutor

DATED: 06/13/24

DATED:

SCHEDULE B

	2024	2025	2026	2027	2028
Detective Step 1	\$ 54,164	\$ 54,164	\$ 54,164	\$ 54,164	\$ 54,164
Detective Step 2	\$ 59,963	\$ 59,963	\$ 59,963	\$ 59,963	\$ 59,963
Detective Step 3	\$ 65,763	\$ 65,763	\$ 65,763	\$ 65,763	\$ 65,763
Detective Step 4	\$ 71,563	\$ 71,563	\$ 71,563	\$ 71,563	\$ 71,563
Detective Step 5	\$ 77,363	\$ 77,363	\$ 77,363	\$ 77,363	\$ 77,363
Detective Step 6	\$ 83,163	\$ 83,163	\$ 83,163	\$ 83,163	\$ 83,163
Detective Step 7	\$ 88,963	\$ 88,963	\$ 88,963	\$ 88,963	\$ 88,963
Detective Step 8	\$ 94,763	\$ 94,763	\$ 94,763	\$ 94,763	\$ 94,763
Detective Step 9	\$100,563	\$ 100,563	\$ 100,563	\$ 100,563	\$100,563
Detective Step 10	\$106,363	\$ 106,363	\$ 106,363	\$ 106,363	\$106,363
Detective Step 11	\$112,163	\$ 112,163	\$ 112,163	\$ 112,163	\$112,163
Detective Step 12	\$117,963	\$ 117,963	\$ 117,963	\$ 117,963	\$117,963
Detective Step 13	\$123,247	\$ 126,944	\$ 130,752	\$ 134,675	\$138,715
Sergeant Step 1	\$130,744	\$ 134,444	\$ 138,252	\$ 142,175	\$146,215
Sergeant Step 2	\$140,740	\$ 140,740	\$ 143,555	\$ 146,426	\$149,355
Sergeant Step 3	\$150,737	\$ 150,737	\$ 153,751	\$ 156,826	\$159,963
Sergeant Step 4	\$152,039	\$ 155,080	\$ 159,732	\$ 162,927	\$166,186
Lieutenant Step 1	\$157,500	\$ 160,580	\$ 165,232	\$ 168,427	\$171,686
Lieutenant Step 2	\$161,613	\$ 164,845	\$ 168,142	\$ 171,505	\$174,935
Captain Step 1	\$167,831	\$ 170,345	\$ 173,642	\$ 177,005	\$180,435
Captain Step 2	\$171,188	\$ 174,611	\$ 178,104	\$ 181,666	\$185,299