

Memorandum of Agreement

between the

County of Passaic

and

District 1199J, National Union of Hospital and Healthcare Employees AFSCME, AFL-CIO

representing Nurse Supervisors of the Preakness Healthcare Center

WHEREAS, this Memorandum of Agreement (hereafter “MOA”) is entered into between the County of Passaic (hereafter “County” or “Employer”) and District 1199J, National Union of Hospital and Healthcare Employees AFSCME, AFL-CIO (hereafter “District 1199J” or “Union”), who are the designated bargaining unit for Nurse Supervisors of the 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 expires between the County and Union on December 31, 2018; and

WHEREAS, at negotiation sessions between representatives of the County and Union that took place on October 23, 2018, November 19, 2018, November 30, 2018, and having bargained in good faith and mutually agreed, hereby state the following amendments to the Agreement:

TERM OF CONTRACT

This Agreement shall be for a four (4) year term beginning January 1, 2019 and ending December 31, 2022.

ARTICLE I – RECOGNITION

Article I, Recognition, Part 1(a). The title “Minimum Data Set Coordinator” shall be inserted as an in-house County title.

ARTICLE II – UNION SECURITY

Article II, Union Security, Part 4. Strike the language as deemed unconstitutional under *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, 585 US (2018). Applicable language concerning public employment relations, supplementing P.L. 1941, c.100 (N.J.S.A. 34:13A-1, et seq.), commonly known as the “Workplace Democracy Enhancement Act” shall be inserted in its place.

Article II, Union Security, Part 5. Strike the language as deemed unconstitutional under *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, 585 US (2018). Applicable language concerning public employment relations, supplementing P.L. 1941, c.100 (N.J.S.A. 34:13A-1, et seq.), commonly known as the “Workplace Democracy Enhancement Act” shall be inserted in its place.

Article II, Union Security, Part 7 [New]. The Union shall be allotted a reasonable amount of time at each employee orientation, as mutually agreed upon by Union representatives and the Executive Director of Preakness Healthcare Center.

ARTICLE IX – WAGES & MINIMUMS

Article IX, Wages and Minimums, Part 2(b)(i). Strike the section, and insert the following: “Effective January 1, 2019, each employee in the Union shall receive a two and one quarter percent (2.25%) cost of living adjustment on his/her base salary, with no step movement on the Salary Guide. Additionally, any employee with the title “Minimum Data Set Coordinator” shall receive a one thousand dollar (\$1,000.00) on his/her base salary before the two and one quarter (2.25%) increase.

Article IX, Wages and Minimums, Part 2(b)(ii). Strike the section, and insert the following: “Effective January 1, 2020, each employee in the Union shall receive a two and one quarter percent (2.25%) cost of living adjustment on his/her base salary, with no step movement on the Salary Guide. A

Article IX, Wages and Minimums, Part 2(b)(iii). Strike the section, and insert the following: “Effective January 1, 2021, each employee in the Union shall receive a two and one quarter percent (2.25%) cost of living adjustment on his/her base salary, with no step movement on the Salary Guide. A

Article IX, Wages and Minimums, Part 2(b)(iv). Strike the section, and insert the following: “Effective January 1, 2022, each employee in the Union shall receive a two and one quarter percent (2.25%) cost of living adjustment on his/her base salary, with no step movement on the Salary Guide. A

ARTICLE X – HOURS

Article X, Hours, Part 11 [New]. Beginning January 1, 2019, the County and Union shall establish a Labor Management Committee to meet on an as needed basis to establish a mutually agreeable framework for the implementation of twelve (12) hour shift for employees in the Union working in a unit of Preakness Healthcare Center. If mutually agreed upon by the County and Union, the twelve (12) hour shift schedule shall be implemented in a unit beginning January 1, 2020 for a one (1) year trial basis. If the County or Union desire to terminate the twelve (12) hour schedule after its potential implementation, it must do so in writing with at least three (3) months’ notice to either party. The County and Union shall reserve the right to expand the twelve (12) shift to other units within Preakness Healthcare Center if mutually agreed upon at any point during the term of the Agreement.

ARTICLE XII - OVERTIME

Article XII, Overtime, Part 3. Strike as this section is superseded by Article XII, Part 6.

ARTICLE XIV – HOLIDAYS

Article XIV, Holidays, Part 1(b). Add the following sentence: “An employee earns one (1) personal day every four (4) months.”

Article XIV, Holidays, Part 2(h). Strike.

ARTICLE XV – VACATIONS

Article XV, Vacations, Part 6. Strike.

ARTICLE XVII – PAID LEAVE

Article XVII, Paid Leave, Part 1. The language in this section shall be amended to be consistent with the Passaic County Personnel Policies and Procedures Manual (hereafter “Employee Manual”) adopted by the

Passaic County Board of Chosen Freeholders via Resolution R-10-659. In the event a benefit in the Agreement is richer than what is set forth in the Employee Manual, that benefit shall stand.

Article XVII, Paid Leave, Part 2. The language in this section shall be amended to be consistent with the Employee Manual adopted by the Passaic County Board of Chosen Freeholders via Resolution R-10-659. In the event a benefit in the Agreement is richer than what is set forth in the Employee Manual, that benefit shall stand.

ARTICLE XVIII – UNPAID LEAVE

Article XVIII, Unpaid Leave, Part 1. The language in this section shall be amended to be consistent with the Employee Manual adopted by the Passaic County Board of Chosen Freeholders via Resolution R-10-659. In the event a benefit in the Agreement is richer than what is set forth in the Employee Manual, that benefit shall stand.

Article XVIII, Unpaid Leave, Part 2. The language in this section shall be amended to be consistent with the Employee Manual adopted by the Passaic County Board of Chosen Freeholders via Resolution R-10-659. In the event a benefit in the Agreement is richer than what is set forth in the Employee Manual, that benefit shall stand.

ARTICLE XXI – INSURANCE

Article XXI, Insurance, Part 2 (a) – (c). Strike, as this language is superseded by P.L. 2011, Chapter 78.

Article XXI, Insurance, Part 7 [New]. Effective January 1, 2019, all out-of-network charges in the “Traditional” healthcare plan offered by the County will be paid at one hundred and fifty percent (150%) of the Medicare Rate Schedule.

ARTICLE XXIII – UNIFORMS

Article XXIII, Uniforms, Part 1. Strike the language and insert the following: “All employees shall be entitled to an annual clothing allowance of \$705.00 for 2019, \$730.00 for 2020, \$755.00 for 2021, and \$780.00 for 2022. Said clothing allowance will be processed in the first paycheck in the month of July and must be used toward the purchase and maintenance of a uniform chosen by the County. The uniform allowance shall be pro-rated based on the number of months worked by the employee with the County.”

ARTICLE XXXII – TUITION REIMBURSEMENT & CONTINUING EDUCATION

Article XXXIII, Tuition Reimbursement & Continuing Education, Part 1 (b). Amend the first sentence as follows: “The County agrees to provide reimbursement up to a maximum of twelve (12) credits per year for graduate and undergraduate coursework offered at the State College rate.”

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:

DISTRICT 1199J:

Anthony J. DeNova, III
Passaic County Administrator

DATED: 11/30/18

Susan Cleary
President

DATED: 11/30/18