
Memorandum of Agreement

between the

County of Passaic and Passaic County Prosecutor Camelia M. Valdes

and

Passaic County Assistant Prosecutors' Association

representing Chief Assistant Prosecutor, Senior Assistant Prosecutors, and Assistant Prosecutors 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 M. Valdes and Passaic County Assistant Prosecutors' Association (hereafter "Union"), who is the designated bargaining unit for chief assistant prosecutors, senior assistant prosecutors, and assistant prosecutors in 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, 2024; 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:

Contract Duration

A five (5) year agreement covering the period of January 1, 2025, through December 31, 2029.

Article VI – Holidays

Amend the language as follows:

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

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

- (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 VII – Vacation and Compensatory Time

The following provisions of Article VII shall be amended to read as follows:

(J) Each employee who is assigned to cover Central Judicial Processing (“CJP”) on a Saturday, a Sunday, or a holiday, shall be entitled to five hundred dollars (\$500.00) for each such day covered in compensation for a Screener, and three hundred dollars (\$300.00) for a Supervisor. Alternatively, each such employee shall be entitled to one (1) compensatory day for each such day covered in lieu of the above-stated financial compensation.

(K) Each employee who is assigned to cover Initial Detention Hearings in the Family Part on a Saturday, a Sunday, or a holiday, shall be entitled to one (1) compensatory hour for each hour covered.

(L) At no time shall an employee in the bargaining accrue compensatory time in excess of 480 hours.

(M) Each employee in the bargaining unit shall be entitled to one (1) day per week to work remotely, non-compounding, subject to staffing sufficiency and/or scheduled events that mandate the employee to appear in-person (e.g., mandatory in-person court appearances, mandatory in-person meetings, and mandatory in-person trainings.) The employee shall advise his/her supervisor of the specific day he/she wishes to work remotely by the Friday the week prior.

Article VIII – Health and Insurance Benefits

(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, 2025, 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.

(E) Change to Insurance Carriers.

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

- (ii) In the event the County desires to change health care providers or enter into a program of self-insurance regarding coverage for any existing benefits, the Association agrees to re-open negotiations solely as to that issue; provided, however, that no change shall be made in the benefits provided for in this Article without the full consent of both parties.

(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.
- (ii) Upon retirement, the employees delineated under the June 23, 2008, Settlement Agreement shall be entitled to health insurance and participation in the Prescription Drug Plan 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) In addition, for the employees delineated under the June 23, 2008, Settlement Agreement, he/she shall be entitled to continue his/her participation in the health insurance plan and participation in the Prescription Drug Plan upon retirement so long as he/she is employed with the County of Passaic at the time of retirement and has at least twenty (20) but less than twenty-five (25) years of credited service in a State-approved retirement system. Said employee shall pay monthly for benefits in accordance with the "Schedule of Premium Charges and Health Benefits" costs applicable to retired County employees with eighteen (18) to twenty-four (24) years of service, despite the fact that on June 9, 2009, the County discontinued the provision of such pro-rated benefits.
- (iv) All employees hired after June 23, 2008, shall be entitled to health insurance and participation in the Prescription Drug Plan 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.

- (v) 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 in any capacity 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 Meritain Health (an Aetna Company) EPO Plan, Group No. 16995 (Amended and Restated Effective January 1, 2020), plan or an equivalent (attached hereto as Schedule B, pp. 20-24).
- (vi) 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.

Article XVI – Salaries

(A) Salary Guide.

The Salary Guide shall be set forth in **Exhibit A**.

(B) Salary in 2025.

1. Effective and retroactive to January 1, 2025, all employees who had a January 1st anniversary under the expiring agreement shall move one step on the salary guide. Effective July 2, 2025, all such employees' anniversary date shall move to July 1st.
2. Effective and retroactive to January 1, 2025, any employee who had a January 1st anniversary under the expiring agreement who was "off-guide"¹ on December 31, 2024, shall be placed at the Step that is the next Step higher than what his/her salary was scheduled to be on January 1, 2025, under the expiring Agreement.
3. Effective July 1, 2025, all employees who had a July 1st anniversary under the expiring agreement shall move one (1) step on the Salary Guide. Effective and retroactive to January 1, 2025, all employees "off guide"² shall receive a two percent (2.00%) general wage increase.
4. Effective July 1, 2025, in addition to their scheduled step pursuant to paragraphs (1) through (3) above, all employees shall move two (2) additional steps on the Salary Guide.

¹ An "off-guide" employee under Paragraph (B)(2) is one that was being paid a salary for his or her rank that is greater than the highest annual salary reflected in the Salary Guide in effect on December 31, 2024.

² An "off-guide" employee is one that is currently being paid a salary for his or her rank that is greater than the highest annual salary reflected in the attached Salary Guide.

5. Any employee with the title of "Senior Assistant Prosecutor" who does not reach Step 5 following the movement detailed in paragraphs (1) through (3) above, shall be moved to Step 5 on the Senior Assistant Prosecutor payline.
6. Any employee with the title of "Chief Assistant Prosecutor" who does not reach Step 8 following the movement detailed in paragraph (1) through (3) above, shall be moved to Step 8 on the Chief Assistant Prosecutor payline.

(C) Salary in 2026.

Effective July 1, 2026, all employees shall move one (1) step on the Salary Guide. Effective January 1, 2026, all employees "off guide" shall receive a two percent (2.00%) general wage increase.

(D) Salary in 2027.

Effective July 1, 2027, all employees shall move one (1) step on the Salary Guide. Effective January 1, 2027, all employees "off guide" shall receive a two and percent (2.00%) general wage increase.

(E) Salary in 2028.

Effective July 1, 2028, all employees shall move one (1) step on the Salary Guide. Effective January 1, 2028, all employees "off guide" shall receive a two percent (2.00%) general wage increase.

(F) Salary in 2029

Effective July 1, 2029, all employees shall move one (1) step on the Salary Guide. Effective January 1, 2029, all employees "off guide" shall receive a two percent (2.00%) general wage increase.

- (G) It is further 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 compensation (including longevity, senior officer pay and any stipend or other incentive) of any Chief Assistant Prosecutor, Senior Assistant Prosecutor or Assistant Prosecutor exceed ninety percent (90%) of the Prosecutor's salary during the term of this contract.

Effective and retroactive to January 1, 2025, if the total compensation of an employee in the bargaining unit exceeds the 90% salary cap, his/her financial compensation shall be adjusted in the following order:

- (i) First, the legal advisor stipend shall be reduced until said employee's total financial compensation is below the 90% salary cap.
- (ii) If said employee's total financial compensation remains in excess of the 90% salary cap after conducting the adjustment detailed in paragraph (G)(1) above, then said employee's senior service pay shall be reduced until said employee's total compensation is below the 90% salary cap.
- (iii) If said employee's total financial compensation remains in excess of the 90% salary cap after conducting the adjustment detailed in paragraph (G)(1) and (2) above, then said employee's base pay shall be reduced until said employee's total compensation is below the 90% salary cap.

Article XXIII – Term and Renewal

- (A) This Agreement shall remain in effect from January 1, 2025 through December 31, 2029 or until a successor agreement is reached. In the event such a successor agreement is not reached by December 31, 2029, 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, 2029 and schedule no less than six (6) negotiation sessions prior to December 31, 2029. The parties shall confirm the six (6) sessions at least 90-days prior to July 1, 2029. 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, 2029, 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. Provide health and related coverages for all employees pursuant to Article VIII;

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.
- (C) The County at its sole discretion can change from a bi-weekly payroll to a bi-monthly payroll.

Date Changes

All dates in the current Agreement shall be amended to reflect the new term of the forthcoming Collective Bargaining Agreement from January 1, 2025 to December 31, 2029.

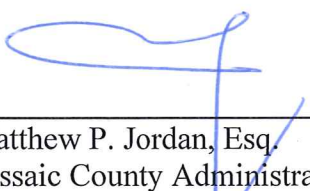
Any and all provisions containing obsolete start dates (e.g., "effective January 1, 2020," etc.) shall be removed and, where applicable, be replaced with "January 1, 2025."

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:



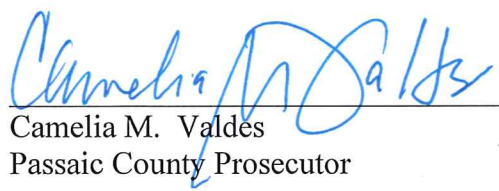
Matthew P. Jordan, Esq.
Passaic County Administrator

DATED: 3-20-25



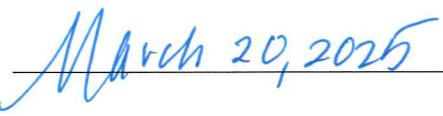
Jason Harding
President

DATED: 3/19/2025



Camelia M. Valdes
Passaic County Prosecutor

DATED:



March 20, 2025

DATED:

						Legal Staff Salary Guide								
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
	2029	154,929	159,660	164,391	169,323	174,403	179,635	185,024						
	2028	154,929	159,660	164,391	169,323	174,403	179,635	185,024						
	2027	154,929	159,660	164,391	169,323	174,403	179,635	185,024						
	2026	154,929	159,660	164,391	169,323	174,403	179,635	185,024						
Chief A.P.	2025	154,929	159,660	164,391	169,323	174,403	179,635	185,024						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
	2029	121,266	126,127	131,002	135,877	140,748	145,603	149,446	153,057	154,929	159,577			
	2028	121,266	126,127	131,002	135,877	140,748	145,603	149,446	153,057	154,929	159,577			
	2027	121,266	126,127	131,002	135,877	140,748	145,603	149,446	153,057	154,929	159,577			
	2026	121,266	126,127	131,002	135,877	140,748	145,603	149,446	153,057	154,929	159,577			
Senior A.P.	2025	121,266	126,127	131,002	135,877	140,748	145,603	149,446	153,057	154,929	159,577			
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
		1	4	6	3		2							
	2029	72,280	76,218	80,167	84,097	88,042	91,983	95,922	99,858	103,811	107,746	111,684	115,630	118,698
	2028	72,280	76,218	80,167	84,097	88,042	91,983	95,922	99,858	103,811	107,746	111,684	115,630	118,698
	2027	72,280	76,218	80,167	84,097	88,042	91,983	95,922	99,858	103,811	107,746	111,684	115,630	118,698
	2026	72,280	76,218	80,167	84,097	88,042	91,983	95,922	99,858	103,811	107,746	111,684	115,630	118,698
A.P.	2025	72,280	76,218	80,167	84,097	88,042	91,983	95,922	99,858	103,811	107,746	111,684	115,630	118,698