
County of Passaic

proposed terms to the

International Brotherhood of Teamsters, Local No. 11

representing Motor Vehicle Operator and Elderly Handicap employees in the Paratransit Division

WHEREAS, this Memorandum of Agreement (hereafter "MOA") is entered into between the County of Passaic (hereafter "County") and the International Brotherhood of Teamsters, Local No. 11 (hereafter "Union") representing Motor Vehicle Operator and Elderly Handicap employees in the County's Division of Paratransit; 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 6. HOURS OF WORK¹

Amend the language as follows:

Section 2. Stand-By.

~~Drivers are to report to the Paratransit offices and must sign in and notify management of their location. During the term of the Agreement, employees in the unit shall be entitled to a one half (1/2) hour unpaid lunch, with an allowable fifteen (15) minute grace period for travel time after the drop off of a patient. Employees will be scheduled according to the needs of the department. If scheduled for Stand-By work, drivers are to report on their scheduled time and remain available in the driver's room.~~

Section 3. Lunch Break. [NEW]

Employees in the unit shall be entitled to a one half (1/2) hour unpaid lunch, with an allowable fifteen (15) minute grace period for travel time after the drop off a passenger.

ARTICLE 7. RATES OF PAY

Amend the language as follows:

Section 7. Employee Rate of Pay.

- (a) Salary Guide. Effective and retroactive to January 1, 2024~~0~~, the Salary Guide attached hereto shall be applicable to all Employees in the Union.

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

- (b) Rate of Pay in 20240. Effective and retroactive to January 1, 20240, Employees in the Union will move one (1) step on the Salary Guide with no cost of living adjustment. Effective and retroactive to January 1, 20240, all Employees at maximum on the Salary Guide shall receive a two and half percent (2.5%) increase one thousand two hundred and fifty dollars (\$1,250.00) on base salary.
- (c) Rate of Pay in 20251. Effective January 1, 20251, Employees in the Union will move one (1) step on the Salary Guide with no cost of living adjustment. Effective January 1, 20251, all Employees at maximum on the Salary Guide shall receive a two and half percent (2.5%) increase one thousand two hundred and fifty dollars (\$1,250.00) on base salary.
- (d) Rate of Pay in 20262. Effective January 1, 20262, Employees in the Union will move one (1) step on the Salary Guide with no cost of living adjustment. Effective January 1, 20262, all Employees at maximum on the Salary Guide shall receive a two and half percent (2.5%) increase one thousand two hundred and fifty dollars (\$1,250.00) on base salary.
- (e) Rate of Pay in 20273. Effective January 1, 20273, Employees in the Union will move one (1) step on the Salary Guide with no cost of living adjustment. Effective January 1, 20273, all Employees at maximum on the Salary Guide shall receive a two and half percent (2.5%) increase one thousand two hundred and fifty dollars (\$1,250.00) on base salary.

Section 8. Commercial Drivers License. [NEW]

Effective January 1, 2024, the County shall pay for the costs related to an Employee in the Union to obtain his/her commercial driver's license, pursuant to the following conditions:

- (a) An employee will be hired provisionally as a Senior Clerk Driver pending completion of all required certifications for a commercial driver's license in the State of New Jersey. During the provisional period, the employee shall drive non-CDL vehicles, as directed by the County.
- (b) During the provisional period, the employee shall be required to complete the certification for a commercial driver's license in the State of New Jersey within six (6) months of his/her date of hire, with the County paying all costs related to same. If the employee fails to obtain the certification, he/she shall be subject to termination.
- (c) Once the employee completes the commercial driver's license certification, he/she shall be promoted to the title of Motor Vehicle Operator Elderly & Handicap and be placed on the first step of the Salary Guide.
- (d) An employee who receives the commercial driver's license certification from the County is required to provide at least two (2) years of service in the title of Motor Vehicle Operator Elderly & Handicap to the County. If the employee is separated from employment before the two (2) years of service, he/she shall be required to reimburse the County for the costs associated with obtaining the commercial driver's license certification.

ARTICLE 8. PAY FOR TIME NOT WORKED

Amend the language as follows:

Section 1. Holidays.

Employees within the Union shall be entitled to the following holidays with pay computed on the employee's regular straight time rate:

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
Employee's Birthday	

ARTICLE 14. NON-CASH BENEFITS

Add the following section:

Section 5. 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 16. MISCELLANEOUS BENEFITS

Amend the language as follows:

Section 7. Shoe Allowance.

~~The County shall contribute two hundred dollars (\$200.00) per employee towards the purchase of work shoes each year of the Agreement, payable in the second pay period of each year, with no requirement of receipt. Employees may purchase multiple shoes up to two hundred dollars (\$200.00).~~

Employees will have the ability to choose work shoes in an amount not to exceed two hundred dollars (\$200.00) from a County selected vendor, which will be accessible during work hours. Employees shall have the ability to select his/her work shoes one time in each year the Agreement is in place.

Section 8. Fingerprinting.

The County shall pay the cost of fingerprinting as required by State law for the drivers who hold a CDL license. The County shall pay the cost of the Medical Certification Renewal Fee at a location as designated an Immedicenter located at either 500 Union Boulevard #3, Totowa, New Jersey 07512 or 1355 Broad Street, Clifton, New Jersey 07013, as approved by the County. This would not cover new employees who are required to have a background check as part of the requirement for employment.

Section 9. Union DRIVE Voluntary Contribution. [NEW]

The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Democrat Republican Independent Voter Education (hereafter "DRIVE"). DRIVE shall notify the County of the amounts designated by each contributing employee that are deducted from his/her paycheck on a weekly basis for all hours worked. The County shall transmit to DRIVE national headquarters monthly in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's check.

ARTICLE 25. DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 20240 and shall continue in full force and effect until December 31, 20273, shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least ninety (90) days prior to the expiration date to change, modify, or terminate this Agreement. In such cases, the parties shall endeavor to negotiate a new Agreement within the ninety (90) days prior to the expiration of this Agreement.

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.

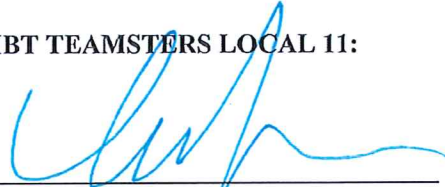
COUNTY OF PASSAIC:



Matthew P. Jordan, Esq.
Passaic County Administrator

DATED: *January 4, 2027*

IBT TEAMSTERS LOCAL 11:



Michael J. Curcio, President
International Brotherhood of Teamsters,
Local 11

DATED: *1/4/2024*

SALARY GUIDE

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$43,680	\$45,580	\$47,480	\$49,380	\$51,280	\$53,180	\$55,080	\$56,980	\$58,340