

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 December 17, 2025, 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 attached Memorandum of Agreement between the County of Passaic and the Communication Workers of America, Local No. 1032, representing employees in the Division of Nutrition and Division of Camp Hope.

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.

NB

December 29, 2025

Memorandum of Agreement

between the

County of Passaic

and

Communications Workers of America, Local 1032

representing employees in the Division of Nutrition and Division of Camp Hope

WHEREAS, this Memorandum of Agreement (hereafter “MOA”) is entered into between the County of Passaic (hereafter “County”) and Communications Workers of American, Local 1032 (hereafter “Union”) representing Site Managers, Delivery Workers, Cooks, Food Service Workers, Clerical Employees and Food Service Workers, and Cooks employed at the Nutrition Division and Camp Hope; 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, 2025; 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 2. UNION RIGHTS AND PRIVILEGES¹

Amend the language as follows:

Section 2.5. Union Release Time.

The Union has five (5) days per year available to the Union to release employees to engage in authorized Union activities. Any employee released by the Union may be granted up to five (5) consecutive days with pay for such activities. The use and distribution of the five (5) days of Union leave is at the discretion of the Union, provided that the activities are duly authorized Union activities and provided further that the County will suffer no unreasonable interruptions to its business or operations by releasing the employees in question. Written notice from the Union indicating that the employee is to be released shall be submitted to the County at least two (2) ~~three (3)~~ weeks prior to the activity to the County Administrator for approval. ~~After the activity, the Union shall provide a certificate of attendance to the Director of the Department of Human Resources indicating the employee’s attendance.~~

¹Text underlined is new language, language with a strikethrough is being deleted, language untouched exists in the Agreement.

ARTICLE 6. RATES OF PAY

Strike Section 6.1 to Section 6.5 and insert the following:

Section 6.1. Salary Guide.

The Salary Guide is attached hereto as Exhibit A.

Section 6.2. Rate of Pay in 2026.

Effective July 1, 2026, employees shall be placed on the Salary Guide at the step equal with his/her full and complete years of service to the County and those employees “off guide”² shall receive a two and one-half percent (2.5%) general wage increase.

Section 6.3. Rate of Pay in 2027.

Effective July 1, 2027, employees on the Salary Guide shall move one (1) step and those employees “off guide” shall receive a two- and one-half percent (2.5%) general wage increase.

Section 6.4. Rate of Pay in 2028.

Effective July 1, 2028, employees on the Salary Guide shall move one (1) step and those employees “off guide” shall receive a two- and one-half percent (2.5%) general wage increase.

Section 6.5. Rate of Pay in 2029.

Effective July 1, 2029, employees on the Salary Guide shall move one (1) step and those employees “off guide” shall receive a two- and one-half percent (2.5%) general wage increase.

Section 6.6. Rate of Pay in 2030.

Effective July 1, 2030, employees on the Salary Guide shall move one (1) step and those employees “off guide” shall receive a two- and one-half percent (2.5%) general wage increase.

ARTICLE 7. HOLIDAYS

Amend the language as follows:

Section 7.1. Recognized 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 Jr. Birthday | Election Day |
| President’s Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |

² “Off guide” means any employee whose salary is above those amounts listed on the Salary Guide.

Juneteenth (third Friday in June)
Independence Day
Labor Day

½ Day Christmas Eve
Christmas Day
½ Day New Year's Eve

Section 7.4. Saturday or Sunday Holiday.

If a holiday falls on Saturday, it shall be recognized on Friday. If the holiday falls on Sunday, it shall be recognized on Monday. However, Juneteenth shall always be recognized on the third Friday in June, regardless of the day it falls on.

ARTICLE 8. VACATION

Section 8.1. Accrual of Vacation Leave.

**Strike the entire section and insert the following language:*

Employees hired prior to May 26, 2009, shall accrue vacation leave as follows:

YEARS	25 HOURS PER WEEK	30 HOURS PER WEEK	35 HOURS PER WEEK
1 – 5 Years	10	12	12
6 – 10 Years	10	12	12
11 – 15 Years	12	15	15
16 – 20 Years	14.4	18	18
21 Years and Over	17.6	22	22

Employees hired after May 26, 2009, shall accrue vacation leave as follows:

YEARS	25 HOURS PER WEEK	30 HOURS PER WEEK	35 HOURS PER WEEK
1 – 5 Years	10	12	12
6 – 10 Years	10	12	12
11 – 15 Years	12	15	15
16 – 20 Years	14.4	18	18
21 Years and Over	17.6	20	20

Section 8.2. ~~Accrual of Vacation Leave of Part Time Employees~~ Reimbursement of Unaccrued Vacation Leave.

**Strike the entire section and insert the following language:*

In the event an employee uses front loaded vacation days before it has accrued and separates employment, the employee must reimburse the County.

Amend the language as follows:

Section 8.3. Separation of Employee.

~~In the event the employee voluntarily leaves the employ of the County before the vacation period, the employee shall be compensated for an accrued vacation time that may be due said employee in accordance with the above schedule.~~

When an employee separates employment with the County, the employee shall be compensated with his/her pro-rata share of vacation time accrued to date according to the applicable vacation schedule herein.

ARTICLE 9. PAID SICK LEAVE

Section 9.3. Eligible Use of Sick Leave (b)

Strike the language and renumber the subsequent sub-paragraph.

- (b) ~~If an employee has been out or knows he/she will be out for ten (10) or more consecutive working days, he or she must apply through the Department of Human Resources for leave under the Federal Family and Medical Leave Act (FMLA) and/or New Jersey Family Leave Act. All leave will be subject to the appropriate verification by the Department of Human Resources and in accordance with State and federal laws.~~

Section 9.7. Verification of Sick Leave. [NEW]

During a calendar year, if an employee's sick leave balance is below five (5) days, the employee is required to provide a doctor's note verifying the use of any sick day thereafter.

ARTICLE 13. NON-CASH BENEFITS

Section 13.4. Out-of-Network Claims.

~~Effective January 1, 2017, all out of network charges shall be paid one hundred and fifty percent (150%) of the Medicare Rate Schedule.~~

**Renumber the subsequent sections*

Section 13.5. Eligibility for the County's Traditional Healthcare Plan.

~~New Employees hired after April 25, 2017 shall not be entitled to enroll in the County's Traditional Healthcare Plan.~~

Section 13.7. 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 14. UNIFORM AND SAFETY EQUIPMENT

The County shall provide the following uniform and safety equipment to its employees:

- (a) Embroidered aprons and uniform shirts to Food Service Workers at designated nutrition sites and at Camp Hope.
- (b) Clerk Drivers designated to deliver meals to homebound seniors through the County's Meals on Wheels Program shall be issued the following:
 - i. A three (3) season jacket in calendar year 20261.
 - ii. Five (5) uniform polo shirts in calendar year 20272.
 - iii. Five (5) uniform polo shirts in calendar year 20283
 - iv. Five (5) uniform polo shirts in calendar year 20294.
 - v. Rain gear, to be replaced on an as-needed basis if damaged.
- (c) A boot allowance in the amount of seventy five dollars (\$75.00) to be provided in the first pay period of calendar year 2022, 2023, and 2024. Employees will have the ability to choose work boots in an amount not to exceed one hundred dollars (\$100.00) 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 the Agreement is in place, but no later than April 1st of each year.
- (d) Effective January 1, 20261, and no later than November 1, 20261, the County shall provide either one (1) hooded sweatshirt or one (1) winter jacket for employees Clerk Drivers.

ARTICLE 15. MISCELLANEOUS BENEFITS

Section 15.5. Unpaid Leave. [NEW]

Employees who are not eligible for statutory leave programs (such as FMLA or NJFLA), or who have exhausted all accrued paid leave, may request discretionary Unpaid Leave. Such leave may be considered for circumstances including, but not limited to, a serious personal health conditions, family emergencies, or other unforeseen events.

Requests for discretionary Unpaid Leave shall be submitted in writing to the Human Resources Department, which will review and forward the request to the County Administrator for consideration. Approval of such leave is at the sole discretion of the County Administrator and is subject to the operational needs of the County. Requests should be submitted in advance whenever practicable. In emergency situations, a request may be submitted as soon as reasonably possible. Employees must exhaust all earned and accrued paid time off (e.g., vacation, compensatory time) prior to the commencement of discretionary Unpaid Leave. Discretionary Unpaid Leave may be granted in increments of up to ninety (90) days and may be renewed in additional ninety (90) day increments, not to exceed one (1) year, in accordance with N.J.A.C. 4A:6-1.10.

During periods of discretionary Unpaid Leave, employees will not accrue additional paid leave or service credit. Continuation of health insurance and other benefits during Unpaid Leave will be administered in accordance with applicable law and may require employees to remit their share of contributions to maintain coverage. Nothing in the Unpaid Leave Policy shall be construed to limit or supersede statutory leave entitlements, including but not limited to the Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (NJFLA), military leave (5 U.S.C. § 6323; N.J.S.A. 38:23-4), or disability-related

accommodations required under the Americans with Disabilities Act (ADA) or the New Jersey Law Against Discrimination (NJLAD).

ARTICLE 23. GENERAL PROVISIONS

Section 23.9. Employee Classification. [NEW]

- (a) “Full Time Employees” are individuals whose standard work week is thirty-five (35) hours or more.
- (b) “Part Time Employees” are individuals whose standard work week is either twenty-five (25) hours or thirty (30) hours.

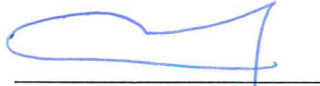
ARTICLE 27. DURATION OF AGREEMENT

This Agreement shall be for a five (5) year term, effective on January 1, ~~2026~~¹, and shall continue in full force and effect until December 31, ~~2030~~²⁵ and 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 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.

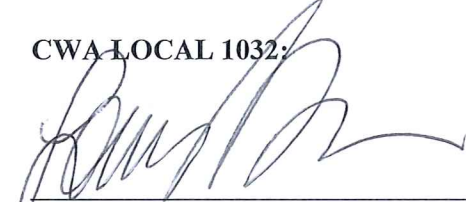
COUNTY OF PASSAIC:



Matthew P. Jordan, Esq.
County Administrator

DATED: 12-4-25


CWA LOCAL 1032:



Louis Guarino
Staff Representative

DATED: 12/4/25

**CWA LOCAL 1032
NEGOTIATION COMMITTEE:**






EXHIBIT A

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Sr. Citizen Program Aide	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.38	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79
Clerk Driver	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.38	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79
Food Service Worker	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.38	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07	\$ 24.79
JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Keyboarding Clerk 1	\$41,759.00	\$43,866.00	\$45,982.00	\$48,097.00	\$50,199.00	\$52,310.00	\$54,426.00	\$56,533.00	\$58,639.00	\$60,762.00
Clerk 1	\$41,759.00	\$43,866.00	\$45,982.00	\$48,097.00	\$50,199.00	\$52,310.00	\$54,426.00	\$56,533.00	\$58,639.00	\$60,762.00