

AGREEMENT

-Between-

TEAMSTERS LOCAL 11
International Brotherhood of Teamsters

-And-

COUNTY OF PASSAIC
Department of Human Resources

January 1, 2020 through December 31, 2024

Michael Curcio
President/Principal Officer

Elizabeth Williamson
Secretary-Treasurer

Printed & Assembled by
Teamsters Local 11
Office Staff

Collective Negotiations Agreement

between the

County of Passaic

and

International Brotherhood of Teamsters, Local 11

representing employees in the Department of Human Resources

for the period of

January 1, 2020 to December 31, 2024

Prepared by:

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THIS AGREEMENT made and entered into on this day _____ of _____, 2020, by and between the County of Passaic (hereafter "County") with its principal of business located at 401 Grand Street, Paterson, New Jersey 07505 and the International Brotherhood of Teamsters, Local No. 11 (hereafter "Union"), with its principal place of business located at 810 Belmont Avenue, Suite 200, North Haledon, New Jersey 07508, representing employees in the Department of Personnel.

ARTICLE 1. RECOGNITION

Section 1. Union Recognition.

The County hereby recognizes the Union as the exclusive bargaining agent for all employees, as set forth in Article 1, Section 2, now employed or to be employed in the Department of Human Resources (hereafter "Department"), exclusive of supervisory, office and clerical employees, in all those matters specifically provided herein pertaining to rates of pay, hours of work, and other conditions of employment for a collective bargaining agreement (hereafter "Agreement") pursuant to N.J.S.A. 34:13A-1, et seq.

Section 2. Job Titles in the Union.

As used herein, the term "Employees" shall be defined as only referring to following New Jersey Civil Service Commission full time job titles employed in the Department:

Administrative Secretary
Employee Benefits Clerk
Clerk 1
Clerk 2
Clerk 3
Keyboarding Clerk 1
Keyboarding Clerk 2
Keyboarding Clerk 3
Senior Employee Benefits Clerk
Personnel Assistant
HR Coordinator

ARTICLE 2. UNION SECURITY

Section 1. Union Security.

The County agrees it will give effect to the following form of Union security:

- (a) All present employees who are members of the Union on the effective date of this Agreement can remain members of the Union in good standing by payment of regular monthly dues.
- (b) It is agreed that at the time of hire, newly hired employees, who fall within the Union, will be informed that they can join the Union thirty (30) days thereafter.

Section 2. Notification.

The County will notify the Union of any newly hired employees within fifteen (15) days of his/her starting date.

ARTICLE 3. CHECK-OFF UNION DUES

Section 1. Payroll Deduction.

- (a) The County hereby agrees to deduct from wages of employees by means of a check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9E. The County, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made on the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction. Thereafter, the regular deduction shall apply to dues owed for the following month.
- (b) In making the deductions and transmittals as specified in Article 2, Section 1 (a), the County shall rely upon the most recent communication from the Union as the amount of monthly dues and the proper amount of the initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 2. Voluntary Representation Fee.

- (a) If an employee does not become a member of the Union during any membership year which is covered in whole or in part by the Agreement, said employee can opt to pay a voluntary representation fee to the Union for that membership year. The purpose of the voluntary representation fee is to offset the employee's per capita cost of services rendered by the Union as the majority representative.
- (b) Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues and initiation fee charged by the Union to its members for that membership year. The voluntary representation fee shall be eighty five percent (85%) of that amount.
- (c) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of employees who have not become members of the Union for said membership year.
- (d) The County will deduct the voluntary representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - i. Within twenty-one (21) days after receipt of the aforesaid list by the County; or
 - ii. Thirty (30) days after the employee begins his/her employment in the Union, unless the employee previously served in the Union and continued in the employ of the County in a non-Union position, or was on layoff, in which event the deductions will begin the first paycheck paid ten (10) days after the resumption of the employee's employment in the Union position, whichever is later.
- (e) Except as otherwise provided in this Article, the mechanics for the deduction of voluntary representation fees and the transmission of such fees to the Union will, as nearly as possible, be

the same as those used for the deduction and transmission of regular membership dues to the Union.

- (f) The Union will notify the County in writing of any changes in the list provided as set forth herein and/or the amount of the voluntary representation fee, and such changes will be reflected in any deductions made more than twenty one (21) days after the County received said notice.
- (g) On or about the last day of each month, the County will submit to the Union a list of all employees who began their employment in a Union position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- (h) The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and N.J.S.A. 34:13A-5.6, and membership in the Union shall be available to all employees in the Union on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the County shall immediately cease making payroll and voluntary representation fee deductions as set forth herein.
- (i) The Union shall hold the County harmless from any claims raised against it by an employee as a result of fulfilling its obligation under Article 3.

ARTICLE 4. MANAGEMENT RIGHTS

Except as modified herein, the County shall have the right to determine all matters concerning the management and administration of the public agency, which rights shall include, but not be limited to the rights to: (a) direct the work-force; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge or take other disciplinary action against employees for cause; (d) relieve employees from duties because of lack of work or other proper reasons; (e) maintain the efficiency of the operation; (f) determine methods, means and personnel by which such operations are to be conducted; and (g) take any action necessary in conditions of emergency, regardless of prior commitments, to carry out the missions of the County.

ARTICLE 5. WORK WEEK

Section 1. Standard Work Week.

- (a) The employees in the Union shall have a work week consisting of five (5) consecutive days, Monday through Friday, and two (2) consecutive days off.
- (b) Employees are required to report for duty from 8:30 AM to 4:30 PM.
- (c) Work hours for all employees shall be thirty-five (35) hours. Personal appointments shall not be scheduled during employee work hours. In the event of an emergency, approval may be granted by the Director of the Department.

Section 2. Lunch Period.

- (a) Employees in the Union shall receive a one (1) hour unpaid lunch.
- (b) Lunch periods shall be duty free, and with the exception of an emergency, any employee who is requested to work during his/her lunch period shall be afforded a duty-free lunch period during the respective work shift in that same work day.

- (c) All employees are expected to document their departure and approval from lunch.

Section 3. Overtime.

- (a) If an employee is required to work longer than his/her normal workday, he/she shall be paid at his/her regular rate.
- (b) After forty (40) hours worked in a particular work week, the employee shall be paid one and one half (1 ½) his/her regular hourly rate.
- (c) Any employee who, at the request of the Director of the Department, works on a Sunday or Holiday, shall be paid at one and one half (1 ½) times his/her hourly rate.

Section 5. Equitable Distribution of Overtime.

Overtime shall be distributed by the Director of the Department as equitably as possible among employees with the same classification through a seniority rotation.

Section 6. Compensatory Time in Lieu of Overtime.

- (a) Employees may receive compensatory time off in lieu of overtime pay. Employees requesting compensatory time in lieu of overtime compensation must notify the County within one (1) pay period. Compensatory time shall not be unreasonably withheld and must be taken within ninety (90) days of the time earned.
- (b) No employee in the Union shall be assigned to take compensatory time off in lieu of pay without approval of the Union Business Agent.

Section 7. Tardiness.

All employees are expected to report to duty on time in accordance with established work hours. Employees shall be disciplined for tardiness.

ARTICLE 6. RATES OF PAY

Section 1. Rate of Pay in 2020.

Employees shall receive no salary increase not otherwise received as a non-union employee or as a member of a different collective negotiation agreement.

Section 2. Rate of Pay in 2021.

Effective January 1, 2021, all employees in the Union shall receive a two and one-half percent (2.5%) cost of living adjustment on base salary.

Section 3. Rate of Pay in 2022.

Effective January 1, 2022, all employees in the Union shall receive a two and one-half percent (2.5%) cost of living adjustment on base salary.

Section 4. Rate of Pay in 2023.

Effective January 1, 2023, all employees in the Union shall receive a two and one-half percent (2.5%) cost of living adjustment on base salary.

Section 5. Rate of Pay in 2024.

Effective January 1, 2024, all employees in the Union shall receive a two and one-half percent (2.5%) cost of living adjustment on base salary.

Section 7. Longevity.

Longevity pay shall be determined by length of employment as follows for each year of the Agreement and shall be paid on an employee's anniversary date.

- Two percent (2.00%) of base pay after seven (7) years of service
- Four percent (4.00%) of base pay after ten (10) years of service
- Six percent (6.00%) of base pay after fifteen (15) years of service
- Eight percent (8.00%) of base pay after twenty (20) years of service
- Ten percent (10.00%) of base pay after twenty-five years of service

Section 8. Eligibility for Longevity.

Effective upon ratification of this Agreement, no new employee hired shall be eligible for longevity as set forth in Section 7.

Section 9. Higher Classification.

Any employee who is temporarily assigned and does perform work in a higher classification for eleven (11) days or more shall be compensated at a higher rate, retroactive to the first day of such assignment.

ARTICLE 7. PAY FOR TIME NOT WORKED

Section 1. Holidays.

Employees in the Union shall be entitled to the following holidays with pay computed on the employee's regular straight time rate for seven (7) hours:

- | | |
|-------------------------------|------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Election Day |
| Veteran's Day | President's Day |
| Thanksgiving Day | Good Friday |
| Friday after Thanksgiving | Memorial Day |
| ½ day Christmas Eve | Independence Day |
| Christmas Day | Labor Day |
| ½ day New Year's Eve | |

Section 2. Eligibility.

- (a) An employee, to be eligible for holiday pay, must work the last regularly scheduled workday before and the first regularly scheduled workday after the holiday, unless the day is an excused day with pay.
- (b) If an employee calls in sick prior to or after a holiday, a sick day is not considered an excused day unless a medical document is submitted upon returning to work.

Section 3. Saturday or Sunday Holiday.

If a holiday falls on Saturday, it shall be celebrated on Friday. If a holiday falls on Sunday, it shall be celebrated on Monday.

Section 4. Improved Benefit by the Passaic County Board of County Commissioners.

Any improved benefit legislated by the Passaic County Board of County Commissioners for all other employees will be extended to covered employees.

ARTICLE 8. VACATION

Section 1. Paid Vacation.

All employees in the Union shall be entitled to vacation with pay in accordance with the following schedule:

| | |
|-------------------|---|
| 1 year | 1 day for each full month of continuous service |
| 2 – 5 years | 12 working days each year of service |
| 6 – 10 years | 15 working days each year of service |
| 11 – 15 years | 18 working days for each year of service |
| 16 – 20 years | 20 working days for each year of service |
| 20 years and over | 22 working days for each year of service |

Section 2. Separation from Employment.

Should an employee use all of his/her paid vacation time for days not yet earned, and the employee is separated from employment with the County, the County reserves the right to deduct the unearned paid vacation from any monies the employee may have due.

Section 3. Miscellaneous.

- (a) In the event an employee voluntarily leaves the employ of the County before the vacation period, the employee shall be compensated for any accrued vacation time that may be due to said employee with the above schedule.
- (b) Vacation days shall be paid at seven (7) hours at the employee's regular straight time rate.
- (c) Vacation days shall be considered as hours worked when computing overtime.

(d) With proper notification, vacation time shall be reasonably granted with twenty-four (24) hours' notice.

Section 4. Paid Vacation for Employees Hired after Ratification of the Agreement.

All employees in the Union hired after ratification of the Agreement shall be entitled to vacation with pay in accordance with the following schedule:

| | |
|-------------------|---|
| 1 – 5 years | 10 working days during each year of service |
| 6 – 11 years | 12 working days during each year of service |
| 12 – 16 years | 15 working days during each year of service |
| 17 – 20 years | 18 working days during each year of service |
| 20 years and over | 20 working days during each year of service |

ARTICLE 9. PAID SICK LEAVE

Section 1. Earned Sick Leave.

Each employee shall earn fifteen (15) paid sick leave days for each full year of employment, accrued at one and one quarter (1 ¼) days per month. Such earned sick leave shall be cumulative from year to year. Each employee shall be required to give a one half (1/2) day notice to receive a half day of earned sick leave. During the first year of employment, employees will earn one (1) day per month. Thereafter, sick leave shall be accrued pursuant to N.J.A.C. 4A:6-1.3.

Section 2. Separation from Employment.

Should an employee use all of his/her paid sick leave for days not yet earned, and the employee is separated from employment with the County, the County reserves the right to deduct the unearned paid sick leave from any monies the employee may have due.

Section 3. Proof of Illness.

Any employee will be, at the discretion of the County, be required to present a doctor's statement as proof of illness after five (5) days absent because of an illness.

Section 4. Retirement.

Upon retirement from the Public Employees' Retirement System, employees shall be paid for unused earned sick leave at the rate of fifty percent (50%) for each day accumulated, capped at twelve thousand dollars (\$12,000.00).

Section 5. Notice of Sick Leave.

All employees who are absent are responsible to call in and indicate the reasons for his/her absence one (1) prior to his/her starting time. The employee must call in each day, unless a doctor's note is submitted after five (5) days.

Section 6. Overtime Computation.

Sick days shall be paid at seven (7) hours the employee's regular straight time rate. Sick days shall be considered as time worked when computing overtime.

ARTICLE 10. PERSONAL LEAVE

Section 1. Earned Personal Leave.

Each employee shall be entitled to three (3) personal leave days with pay for the transaction of personal business. Employees accrue one (1) personal day every four (4) months, January 1st, May 1st, and September 1st.

Section 2. Approval of Personal Leave.

- (a) Personal days shall be granted with one (1) days' notice.
- (b) Application for personal leave must be in writing and submitted to the County at least one (1) day in advance, except in the case of an emergency. Personal leave must be with the approval of the County.
- (c) It is understood that approval of personal leave will not be unreasonably withheld.

Section 3. Overtime Computation.

Personal days shall be paid at seven (7) hours the employee's regular straight time rate. Personal days shall be considered as time worked when computing overtime.

ARTICLE 11. BEREAVEMENT LEAVE

Bereavement leave shall be granted in accordance with the policies as set forth in the Passaic County Personnel Policies and Procedures Manual (hereafter "Personnel Manual").

ARTICLE 12. JURY DUTY

Employees summoned to serve on Jury Duty shall be granted leave in accordance with the Personnel Manual.

ARTICLE 13. NON-CASH BENEFITS

Section 1. 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.

Section 2. Chapter 78.

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

Section 3. Traditional Healthcare Plan Eligibility.

No employee hired after the ratification of this Agreement shall be entitled to enroll in the County's Traditional Healthcare Plan.

Section 4. Out-of-Network Coverage.

All out-of-network charges in the County's Traditional Healthcare Plan will be paid at one hundred and fifty percent (150%) of the Medicare Rate Schedule.

Section 5. Lifetime Benefits Eligibility.

New employees hired after ratification of this Agreement shall not be entitled to lifetime benefits upon retirement.

ARTICLE 15. MISCELLANEOUS BENEFITS

Section 1. Leaves of Absence without Pay.

All employees shall be required to follow the policy on leaves of absence without pay as set forth in the Personnel Manual.

Section 2. Work Related Illness or Injury.

The County shall provide coverage for all employees covered by this Agreement under N.J.S.A. 34:15-1, et seq. and administer same in accordance with the Personnel Manual.

ARTICLE 16. GRIEVANCE PROCEDURE

Section 1. Definition of Grievance.

A grievance is defined as any difference of opinion, controversy, or dispute arising between the County and Union involving the interpretation or application of any provision of this Agreement.

Section 2. Initiation of Grievance.

A grievance to be considered under this Article must be initiated in writing within ten (10) calendar days from the time when cause for the grievance occurred, and the procedures following shall be resorted to as the sole means of obtaining adjustment of the grievance.

Section 3. Grievance Procedure.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a

grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

Section 4. Grievance Steps.

- (a) **Step 1.** The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Director of the Department. The Director shall, within five (5) working days thereafter, give an oral decision on the grievance.
- (b) **Step 2.** If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the County Counsel. Within three (3) working days thereafter, the grievance shall be discussed between the supervisor of the respective department involved and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter.
- (c) **Step 3.** If the decision given to the Union by the County Counsel does not settle the grievance, the Union shall notify the County Counsel within three (3) working days of its desire to meet with the director, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within ten (10) working days thereafter.
- (d) **Step 4.** In the event the grievance is not satisfactorily settled by the meeting between the director and Union representative, then the County and Union agreed that within ten (10) calendar days either the County or Union may request the Public Employment Relations Commission (hereafter "PERC") to aid them in the selection of an arbitrator, according to the rules and regulations of PERC, who shall have the full power to hear and determine the dispute. The arbitrator's decision shall be final and binding.

Section 5. Arbitrator's Powers.

The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 6. Arbitration Costs.

The cost of arbitration, other than the costs incurred individually by the County or Union in the preparation and presentation of their case to the arbitrator, shall be shared equally by the County and Union.

Section 7. Union Representative during Grievance.

The Union will notify the County, in writing, the names of its employees who are designated by the Union to represent employees under the grievance procedure.

ARTICLE 17. SENIORITY

Section 1. Definition.

Seniority is defined as an employee's total length of service with the County, beginning with his/her original date of hire, exclusive of unpaid leaves of absence.

Section 2. Loss of Seniority.

If an employee separates employment with the County, not by virtue of a leave of absence, his/her seniority shall terminate, and if the employee is subsequently retained, all previous seniority shall be lost. An employee's seniority shall cease under the following conditions:

- (a) Resignation or termination of employment for cause;
- (b) Failure to report for work for five (5) consecutive workdays without notifying the County will have abandoned his/her position, pursuant to N.J.A.C. 40A:2-6.2(b); or
- (c) Layoff of more than twelve (12) consecutive months.

Section 3. Dispute in Seniority.

If a question arises concerning the seniority of one (1) or more employees who were hired on the same date, the following shall apply:

- (a) If hired prior to the effective date of this Agreement, seniority preference shall be determined by the order in which such employees within a given job classification are shown on the County's payroll records; and
- (b) The County shall make available to the Union the record(s) pertaining to the employees in question to determine the order in which the names should appear on the seniority list.

Section 4. Notification to the Union.

The County shall promptly advise the Union of any changes which may necessitate changes to the seniority list.

ARTICLE 18. PROMOTIONAL PROCEDURE

Section 1. Promotional and Non-Competitive.

- (a) Promotional shall mean the advancement of an employee to a higher position, or the reassignment of an employee to a higher compensated position within the Union.
- (b) Whenever an opportunity for promotion occurs, or a job vacancy is announced, other than a temporary position, a notice of such opening shall be posted on the Union Bulletin Board, stating the job classification, rate of pay, and the job qualifications.

- (c) During this time period, employees who wish to apply for the open position may do, in a manner as determined by the County.

Section 2. Civil Service Examinations.

Employees shall be afforded time off with pay to take open competitive and promotion examinations offered by the New Jersey Civil Service Commission.

Section 3. Classification Review.

The classification and job description for employees covered by this Agreement shall be readily accessible for review by the Union.

Section 4. New Jobs or Vacant Jobs.

- (a) If new jobs are created or if permanent vacancies occur in a higher rated position, the County shall determine the qualifications required for the position, and shall determine which, if any, of the employees in the Union meet the qualifications.
- (b) The County agrees to post a notice of such new jobs or vacancies on the Union Bulletin Board for a period of seven (7) working days. Such notice shall contain a description of the job, the rate of pay, and when the job will be available. Union employees interested, to be eligible, must sign the notice, and submit a resume and cover letter to the Director of the Human Resources Department. Preference will be granted based on departmental seniority provided the applicant has the necessary skill and ability to perform the work required.
- (c) Any employee so selected to fill such job shall be granted a trial period of up to ninety (90) calendar days. If it shall be determined by the County at any time within the first ninety (90) calendar days of the trial period or after five (5) working days in accordance with N.J.A.C. 4A:2-4.1 that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate of the job as of the day the person begins the trial period. If removed from the position during or at the end of the trial period, the employee shall receive the rate of the position to which said employee is assigned.

ARTICLE 19. LAYOFF AND RECALL PROCEDURE

Section 1. Layoff.

The County shall follow the lay-off procedures as set forth in N.J.A.C. 4A:8, et seq.

Section 2. Recall.

No new employees shall be hired by the County in job titles where there have been layoffs, until all employees on layoff status in said job titles, who desire to return to work, have been recalled.

ARTICLE 20. SUSPENSION AND DISCIPLINARY ACTION

Section 1. Sufficient Cause for Discharge.

An employee shall not be discharged except for just and sufficient cause, except newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge, and such notification shall set forth the reason for said discharge.

Section 2. Procedure for Disciplinary Action.

The procedure of taking disciplinary action or measure against any employee covered by this Agreement shall be set forth as follows in accordance with the New Jersey Administrative Code. Disciplinary action or measures shall be in a progressive manner. The first step being an oral warning¹, second step a written warning, and third step a disciplinary hearing. Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Where the supervisor seeks the imposition of suspension without pay, or dismissal from service, notice of such disciplinary action shall be made in writing and served upon the employee. Discipline shall be imposed for just cause. The conduct for which discipline is imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference dates, times, and places. The employee shall be provided with one (1) copy of the notice. The Shop Steward and/or Chief Steward shall be notified in writing within twenty-four (24) hours of the name of the employee served with notice of discipline. Neither the supervisor nor the Union will interfere with witnesses. The County and Union will cooperate with disciplinary hearing procedures. There will be no intimidation of witnesses by either the County or Union. All disciplinary actions shall be documented and forwarded to the Shop Steward and/or Chief Steward. The Shop Steward and/or Chief Steward must be present during the written and major disciplinary proceedings.

ARTICLE 21. GENERAL PROVISIONS

Section 1. Discrimination Laws.

It is agreed that the County and Union will continue the practice of abiding by all State and federal discrimination laws. All previous benefits within the Agreement shall remain in effect.

Section 2. Entire Agreement.

No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. Union Bulletin Board.

The County shall provide reasonable bulletin board space for the posting of official Union notices. The Union shall provide a copy of all such notices to the County.

Section 4. Employee Benefits.

¹ Oral warnings must be documented by the County.

No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are a benefit to all employees.

Section 5. Severability.

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereby the Union and County agreed to immediately negotiate a substitute for the invalidated portion thereof.

Section 6. Safety and Health.

- (a) The County shall at all times maintain a safe and healthful working condition, and will provide employees with any required apparel, tools, devices, or personal protection equipment to ensure their safety and health.
- (b) No employee shall be required to perform work that endangers his/her, or any other employee's health or physical safety, or under conditions which are in violation of the health and safety rules of any local, State, or federal health or safety laws.

Section 7. No Strike or Lockout Provision.

Neither the Union, employees, nor County shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, lockout, or any other intentional interruption of work. If any person violates the terms of the no-strike clause, the County shall have the right to discharged or otherwise discipline such person. If an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

Section 8. Union Business Leave.

Employees in the Union who are members of the Union Negotiation Committee, not to exceed two (2) in number, shall be granted time off for duty at full pay for all meetings between the County and the Union for purposes of negotiating the terms of an agreement, grievances, or other Union business, so long as the County can maintain efficient operations in the Department.

Section 9. Dress Code.

Employees are expected to maintain professional business attire and adhere to all policies on dress codes as set forth in the Employee Manual.

Section 10. Working Temperature.

- (a) During the months of November, December, January, and February, the County, under normal circumstances, will endeavor to maintain an inside temperature at or above fifty eight degrees Fahrenheit. The County will at all times maintain a comfortable working temperature above fifty five degrees Fahrenheit in all public buildings for the employees working all shifts.

- (b) It is further understood that, if under normal circumstances, the County is unable to maintain the stated minimum temperature, and such condition persists for a period of four (4) or more hours in a given work shift, the County may reassign the affected employees to other locations until the condition has been corrected.

Section 11. Status Quo.

Upon expiration of this Agreement, all terms and conditions shall remain frozen. Moreover, employees in the Union shall not receive an adjustment in his/her rate of pay until a successor Agreement is ratified by the Union and County.

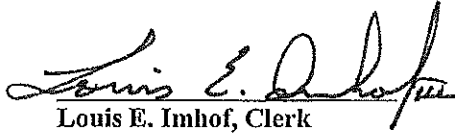
ARTICLE 22. DURATION OF AGREEMENT

This Agreement shall become effective retroactive to January 1, 2020 and shall continue in full force and effect until December 31, 2024, and shall automatically renew itself from year-to-year thereafter, unless the County or Union is given notice in writing at least ninety (90) days prior to the expiration date to change, modify, or terminate the Agreement. In such cases, the County and Union shall endeavor to negotiate a new agreement within ninety (90) days prior to the expiration of the Agreement.

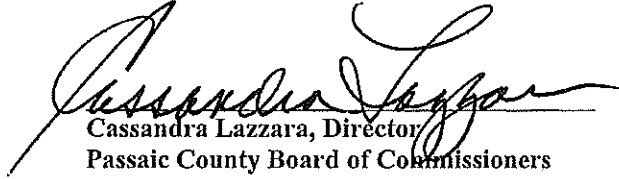
IN WITNESS WHEREOF, the parties hereto have cause these presents to be signed by their proper officials and duly considered officials, this 18 day of DEC 2020.

Attest:

COUNTY OF PASSAIC

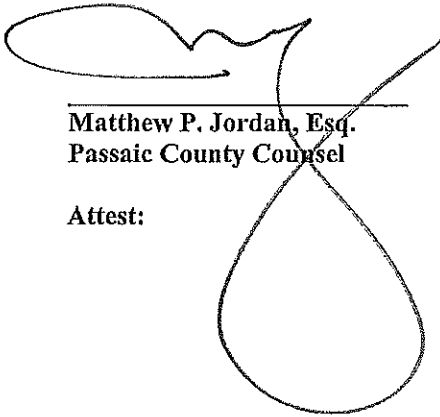


Louis E. Imhof, Clerk
Board of Commissioners



Cassandra Lazzara, Director
Passaic County Board of Commissioners

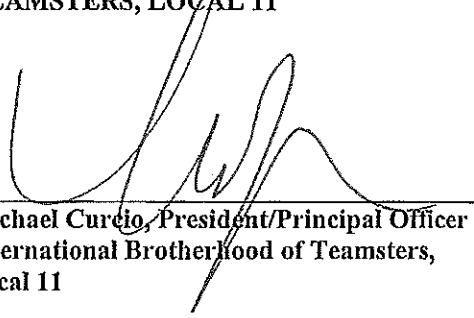
AS TO FORM AND LEGALITY:



Matthew P. Jordan, Esq.
Passaic County Counsel

Attest:

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 11


Michael Curcio, President/Principal Officer
International Brotherhood of Teamsters,
Local 11

APPENDIX A – DRIVE

Section 1. Payroll Deduction.

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 to be worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The County shall remit to DRIVE national headquarters, on a monthly basis, in one (1) check, the total amount deducted along with the name and social security number of each employee on whose behalf a deduction is made, and the amount deducted from the employee's pay check.

Section 2. Hold Harmless.

The Union and DRIVE agree to indemnify the County and to hold the County harmless for all monies which are deducted in accordance with DRIVE instructions, and, which are disputed by the involved employee. The Union, DRIVE, and, the employee further agree that all disputed deductions are to be resolved between the Union, DRIVE, and the employees themselves without the involvement of the County.

APPENDIX B – SHOP STEWARDS

Section 1. Shop Stewards.

The Union may appoint one (1) accredited member to act as Shop Steward. It shall be his/her duty to receive complaints and dispose of them in the manner provided under the grievance procedure of the Agreement. It is the intention of the County and Union that the Shop Steward will, to the best of his/her ability, attempt to carry out the terms, provisions, and intention of the Agreement, and to that end will cooperate with the County to the fullest extent. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind except as set forth under the Agreement.

Section 2. Discrimination.

The Shop Steward shall not be discriminated against because of his/her faithful performance of duties as such.

Section 3. Authority.

The Authority of the Shop Steward and Shop Steward Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the Agreement; or
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information: (1) has been reduced to writing; and (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the County's business.

Section 4. Investigations.

Shop Stewards shall be permitted reasonable time to investigate, present, and process grievances on the property of the County, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 5. Arbitration Hearings and Union Functions.

The Chief Steward or his/her designated alternate will be permitted to attend arbitration hearings without loss of pay and up to two and one half (2 ½) days to attend Union functions, including but not limited to, conferences, educational trainings, meetings, and negotiations during working hours with approval from the County. Said requests will be made in writing to the County.