

**AGREEMENT**

**BETWEEN  
THE**

**COUNTY OF PASSAIC**

**AND THE**

**OFFICE & PROFESSIONAL EMPLOYEES UNION, AFL-CIO**

**LOCAL 153**

**January 1, 2003 – December 31, 2005**

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ARTICLE I  
AGREEMENT

Agreement made between the County of Passaic hereinafter referred to as “Employer,” and Local 153, hereinafter referred to as the “Union,” exclusive bargaining agent for and on behalf of all the clerical employees and supervisor, clerical employees now or hereafter employed by the Employer at the County of Passaic.

ARTICLE II  
PREAMBLE

This Agreement has for its purpose the promotion of harmonious relations between the Employer and its employees, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment satisfactory to both parties and to avoid interruption or interferences with the efficient operation of the Employer, which operation is essential to the well being of the citizens of the County of Passaic.

ARTICLE III  
RECOGNITION

1.1 The County of Passaic hereby recognizes the OPEIU as the exclusive and sole representative for the purpose of collective bargaining regarding salaries, hours of work and other terms and conditions of employment for all full-time and regularly employed part-time clerical and supervisory clerical employees of Passaic County.

Unless otherwise indicated, the term “employee” pursuant under this Agreement refers to all persons represented by Local 153, exclusive of confidential employees, craft employees, police and professional personnel within the meaning of the Act.

The County agrees that it will not bargain with any employee or group of employees in regard to this Agreement during the term of this Agreement except with the duly authorized representative of the Union.

1.2 Employees shall include full and part-time employees if such part-time employees are employed on a regular continuing basis, and for a minimum of 24 hours per week not to exceed 35 hours per week. There shall be a three (3) month probationary period for new employees before any benefits will be realized except for overtime pay. Part-time employees shall be given also a three (3) month probationary period, however, an additional three (3) month probationary period can be requested by the Department Head for a marginal or incomplete evaluation. If an extension is requested, the County shall provide the Union the documentation to substantiate the request. The three (3) month extension shall be subject to the grievance procedure if a disagreement should arise between the County and the Union. Benefits such as sick time, vacation time and holidays shall accrue retroactively to the credit of the employee for the probationary period. Other benefits shall begin after the completion of the probationary period.

ARTICLE IV  
UNION SECURITY

1.3 All present employees covered by this Agreement may join the Union and become members of the Union. All future employees may become members of the Union. The Employer shall in no way interfere with the solicitation of such membership nor discourage the same during working hours, providing the solicitation does not take place during working hours.

1.4 Dues Check Off: The Employer agrees to deduct Union bi-weekly membership dues from the pay of those employees who have authorized such deductions in writing pursuant to N.J.S.A. 52-15-15.5E. The amounts so deducted shall be forwarded to the Union with a list of all names of the employees for whom the deductions are made by the 10<sup>th</sup> day of the succeeding month after which such deductions are made to the following address:

The Employer agrees to deduct the Union's monthly membership dues from the pay of those employees who have authorized such deductions in writing, pursuant to N.J.S.A. 52:15-15, 9E. The amounts so deducted shall be remitted to the Union, together with a list of all names of which such deductions are made. The representation fee to be paid by non-members will be equal to 85% of the present union dues rate.

1.5 (a) The Shop Steward, under direction of the Union, shall be empowered to receive complaints, and dispose of them in the manner provided under the parties' Grievance Procedure. It is the intention of the parties hereto that the Shop Steward will, to the best of his ability, attempt to carry out the terms, provisions and intention of this agreement, and to that end will cooperate with Management to the fullest extent.

(b) The Shop Steward shall not be discriminated against, because of his faithful performance of duties as such.

(c) The authority of the Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

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

- c. Stewards shall be permitted reasonable time to investigate, present and process grievances on the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working time.
- d. Shop Stewards will be permitted to attend arbitration hearings without loss of time or pay.
- e. Representatives of the Union, including those who are not employees of the Employer, upon proper notification of the Department Head, will be permitted to visit with the employee Union representatives during working hours, at their work stations for the purpose of discussing Union representative matters. Visits by representatives of the Union shall be at reasonable times and shall not interfere with the functioning of the affairs of the public agency.

ARTICLE V  
MANAGEMENT RIGHTS

1.6 Except as modified by this Agreement, the public agency retains the right, in accordance with applicable laws and procedures, (a) to direct employees, (b) to hire, promote, transfer, assign and suspend, demote, discharge or take other disciplinary action for just cause against employees, (c) to relieve employees from duties because of lack of work for other legitimate reasons, (d) to maintain the efficiency of the government operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever action may be necessary to carry out the mission of the agency, in situations of emergency.

The County's right to make reasonable rules and regulations governing the work of the employees of the Unit shall not be limited except that any such rules and regulations shall be deemed to be modified to the extent necessary, consistent with any applicable provision of this Agreement.

ARTICLE VI  
WORKWEEK

Section 1 – As set forth in Schedule “A” attached hereto, shall have a workweek consisting of five (5) consecutive days, Monday through Friday, and two (2) consecutive days off.

Section 2 – Effective July 1, 1991 work hours for all employees will be 35 hours of work per week. Employees will receive one (1) hour off for unpaid lunch. Personal appointments shall not be scheduled during employee work hours. In the event of an emergency, administrative approval may be granted.

a. The above work hour schedule shall be between the hours of 8:30 a.m. and 4:30 p.m. with one (1) hour off for unpaid lunch Monday through Friday. All employees are expected to report for duty on time and complete their work day in accordance with established work hours. Violations will be processed through the established disciplinary procedures.

Section 3 – Lunch periods assigned to employees under this Agreement shall be duty free, and with the exception of an emergency, any employee who shall be requested to work during his lunch period shall be afforded a duty-free lunch period during the respective work shift in that same workday. All employees are expected to document their departure and arrival from lunch. Employees will not be permitted to eat at their worksite after returning from lunch break.

1.8(a) Vacation time, holiday time, personal days, and any days an employee is out on a work-related injury shall be considered part of the workweek for the purposes of computing overtime hours.

1.9 Overtime work will be distributed by administration as equitably as possible among employees within the same classification through seniority rotation.

2.0 Employees may receive compensatory time off in lieu of overtime pay. Employees requesting compensatory time in lieu of pay shall notify the employer within one pay period. Compensatory time shall not be unreasonably held. Compensatory time must be taken within 90 days for the time earned.

If an employee is required to work longer than his normal workday, he shall be paid at his regular hourly rate, except that all hours in excess of eight (8) in a work day or forty (40) hours during the particular workweek shall be a rate of one and one-half times the regular hourly rate.

Any employee, at the request of the employer, who works on a Sunday or a holiday shall be remunerated at the rate of two times the regular rate. Saturday work shall be paid at the rate of one and one-half times the regular hourly rate.

Employees shall be entitled to two (2) fifteen minute coffee breaks, one in the morning and one in the afternoon.

## ARTICLE VII COMPENSATION

2.1 Part-time employees shall receive pro-rated benefits days after working 24 hours in a workweek.

2.2 Hourly employees who work less than twenty-four (24) hours per week shall not accrue any of the above benefits.

2.3 During the term of this Agreement, the pay scales will not be changed except by the mutual consent of both parties.

2.4 All retroactive money shall be issued in a separate payroll check.

2.5 Compensations – During the term of this Agreement increments to which employees may be entitled shall be as follows:

a. All employees whose anniversary date or promotion date falls between January 1 and June 30 shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to January 1 of the contract year.

b. All employees whose anniversary date or promotion date falls between July 1 and December 31 shall receive the increment to which they would have been entitled on the employee's anniversary date retroactive to July 1 of the contract year.

c. 1/1/03 - 2.5%  
1/1/04 - 2.75%  
1/1/05 - 2.75%

d. Upon ratification and execution of this Agreement by the parties, all employees in the bargaining unit will receive a \$500.00 signing bonus, not on base.

e. Effective January 1, 2004, Employees of the bargaining unit that are at the maximum level of the salary guide for two or more years (based on their anniversary date) will be entitled to an increment (not on base) equal to their last step on the guide effective the first pay period following the date that such employee is at the maximum level of the salary guide as provided herein.

f. Effective January 1, 2005, Employees of the bargaining unit that are at the maximum level of the salary guide for two or more years (based on their anniversary date) will be entitled to an increment (not on base) equal to their last increment on the guide effective the first pay period following the date that such employee is at the maximum level of the salary guide as provided herein.

Longevity pay shall be determined by the length of employment as follows:

2% of base pay after 7 years of credited service  
4% of base pay after 10 years of credited service  
6% of base pay after 15 years of credited service  
8% of base pay after 20 years of credited service  
10% of base pay after 25 years of credited service

2.7 Payroll Confidentiality – Employee paychecks will be placed in an envelope for the purpose of confidentiality. It is also understood that additional time will be necessary to accommodate the request prior to normal payroll release.

Working test period: All newly hired full-time employees or employees promoted within the Bargaining Unit shall be afforded a ninety (90) day working test period. If during that time the employee does not meet the standards of the position, the Employer has the right to terminate the employee or return said employee to their permanent previous position. New hires that are separated at the end of their probation shall be separated and such action shall not be subject to Article 21, "Grievance Procedure." Management will advise the employee of the disposition at the end of the working test period. (Part-time employees will be pro-rated.)

ARTICLE VIII  
OUT OF CLASSIFICATION

2.8 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. Higher classification pay shall be calculated in accordance with the article pertaining to promotional procedures.

2.9 In the event it becomes necessary for an employee to perform duties in a lower classification by his request or for health reasons and such transfer is made on behalf of the employee, it will be made after notification and approval by the Union. The employee will be paid at the rate for such position.

ARTICLE IX  
HEALTH BENEFITS

Health Coverage: The County agrees to provide hospitalization and major medical insurance as outlined in the Passaic County Health Benefits Booklet effective 1/1/95. The County agrees they will not reduce the current benefits. For those employees on an approved leave of absence, they will continue to receive health care benefits in accordance with the current County policy and Family Leave Act (30 day grace period, plus 12 weeks family leave).

3.0 Upon completion of the employee's probationary period, the employer will provide medical, hospitalization, life and dental insurance for each employee covered by this Agreement as such coverage is presently in effect. Part-time employees shall receive single health care benefits. The coverage shall be the maximum provided to the other County employees. The County will provide a family drug plan with a five dollar (\$5.00) co-payment for name brand prescription drugs and no co-payment for generic prescription drugs. For those employees on an approved leave of absence, they will continue to receive health benefits in accordance with the current County policy and Family Leave Act (30 day grace period, plus 12 weeks family leave).

Part-time employees must work a minimum of twenty-four hours per week to be eligible for single medical coverage. Benefit days (vacation, sick, personal, holidays), will be pro-rated. Employees who voluntarily transfer from full-time to part-time will receive part-time benefits.

ARTICLE X  
LEAVES OF ABSENCE

## (PAID LEAVES)

### 3.1 Sick Leave

(a) An employee shall receive sick leave with pay if the employee is absent because he or a member of his family:

- (1) Contracts or incurs any non-service connected sickness or disability.
- (2) Is quarantined by the Health authorities as a result of any illness or injury.

Sick days may be used in no less than one-half day increments.

### 3.2 Sick Schedule

Employees shall earn one day per month until the employee completes the first calendar year. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited one and one quarter (1-1/4) days of sick leave for each month of service for a total of fifteen (15) days per year. An employee who leaves the County or goes on a leave of absence without pay before the end of the calendar year shall have his or her leave prorated based on time earned. The employee will be required to reimburse Passaic County for any unearned time. In accordance with the Family Leave Act, an employee must be employed for one year and work at least 1,250 hours within that year.

### 3.3 Unused Sick Leave (Retirement)

All employees shall upon retirement receive payment for accumulated sick time in accordance with rules promulgated by the Board of Freeholders. These benefits are 50% of the accumulated sick time subject to the maximum amount of \$12,000.00.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay immediately preceding the employee's retirement.

### 3.4 Sick Time

All employees shall abide by the established sick leave policy. In accordance with past practice and the administrative code, accumulated sick time will only be paid at the time of retirement, as indicated in 3.4 of this section.



### 3.5 Sick Leave

Where there is reasonable doubt, abuse of excessive absenteeism, the employer may request medical documentation. In order to be paid for a holiday, an employee who calls in sick the day before or the day after a holiday shall submit medical documentation upon returning to duty. All employees shall be required to abide by the established call-in policy and family leave act (12 weeks as required by FMLA). Employees who are absent are responsible to call in and indicate the reason for their absence within 15 minutes of their starting time. Calls from anyone other than the employee will not be accepted. The employee must call in each day, unless a doctor's note is submitted. If the employee fails to call in, the employee will be docked and disciplined accordingly. The supervisor will be responsible for monitoring the attendance for excessive absenteeism and patterning. All employees absent for more than five days must apply for a medical leave of absence (Form PER 100). This form must be completed by their physician and returned within ten days.

Employees returning from a medical leave must provide the employer with documentation indicating the employee is capable of performing their duties. If an employee exhausts their earned benefits, they may request a medical leave without pay. When an employee goes on a leave without pay, they should contact the Personnel Department to discuss temporary disability benefits. Upon returning to duty, all employees must submit a physician's statement indicating that they are fully capable of returning to work. Leaves of absences may be granted in cases of terminal illness or catastrophic circumstance. No leave of absences will be unnecessarily denied. All medical leaves of absences will be granted in accordance with the Family Leave Act. Any employee abusing the leave of absence procedure may be subject to disciplinary action.

Employees of the unit that have 7 1/2 days of sick leave per year remaining in their Sick Bank at year end will be eligible to receive an incentive bonus of \$400.00 (not on base).

3.6 Maternity Leave: Change language to read: Upon certification by a competent physician, an employee may apply for a maternity leave, which shall be granted for up to a six-month period.

3.7 Worker's Compensation: The County of Passaic will administer Worker's Compensation benefits pursuant to N.J.S.A. 34:15-12 and N.J.S.A. 34:15-14. Employees who are physically capable of returning to light duty will be assigned to a light duty task.

### 3.8 Work-Connected Injury and Illness

- (a) The employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law.
- (b) The County of Passaic will administer Worker's Compensation benefits pursuant to N.J.S.A. 34-15-12 and N.J.S.A. 34-15-14. Weekly benefits payments will be paid in accordance with this statute. Worker's Compensation benefits are not subject to Federal and State income tax. Light duty will be mutually agreed upon

between the treating physician, employee, department head, and union representative. It is the policy of Passaic County that all employees who are receiving approved Worker's Compensation benefits shall not be disciplined for time lost in connection with the injury. All benefits currently being paid under the "Temporary Disability" (sick leave) will remain in effect. Any employee requesting "Temporary Disability" must process all claims through the Preakness Hospital.

## ARTICLE XI BEREAVEMENT LEAVE

3.9 Section 1 – Every employee covered by this Agreement shall be allowed three (3) days bereavement leave for use in the event of death of members of the immediate family of the employee.

Section 2 – The immediate family, for the purpose of this section, is defined as the employee's spouse, children, parents, brothers, sisters, grandchild, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a member of the immediate household of the employee.

Section 3 – Every employee shall be allowed one additional day for use in the event of death of the employee's husband, wife, son or daughter.

Section 4 – Death leave shall not be cumulate from year to year.

### 4.0 Personal Leave

Every employee covered by this Agreement shall be allowed a maximum of three (3) days personal leave request two days in advance thereof, provided there is no disruption of the facility operations, except in emergency situations. Such personal leave shall not be cumulative from year to year. Emergency situations require substantiation of the emergency. Employees must use personal leave days prior to December 1 of each calendar year.

### 4.1 Jury Duty

Employees shall be granted a leave of absence with pay in accordance with County policy.

### 4.2 Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System.

### 4.3 Military Service Leave

In accordance with the administrative code.

(B) UNPAID LEAVES

4.4 Application for Leaves

Leave without pay may be granted to employees upon request and administrative review. No County benefits will be afforded to employees on leave without pay status. Benefit days, insurance and seniority will be issued in accordance with established past practice. Approval shall not be unreasonably held.

4.5 Education

In accordance with County policy.

4.6 Tardiness

All employees are expected to report to work in a timely manner. All employees will be required to document their time on arrival and departure. Employees who continue to arrive late or depart early shall be disciplined in accordance with the established disciplinary procedures.

ARTICLE XII  
SENIORITY

4.7 Seniority is defined as an employee's total length of service with the employer beginning with his original date of hire exclusive of unpaid leaves of absences.

4.8 If an employee leaves, not by virtue of leave of absence, his seniority shall cease to occur and must start with his new hiring date, all previous seniority being lost.

4.9 If a question arises concerning the seniority of one or more employees who were hired on the same date, the following shall apply.

If hired prior to the effective date of this contract, seniority preference shall be determined by the order in which such employees within a given classification are shown on the Employer's payroll record. The Employer will make available to the Union the record pertaining to the individuals in question to determine the order in which the names appear.

5.0 The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

ARTICLE XIII  
PROMOTIONAL PROCEDURE

5.1 Provisional and Non-Competitive:

(a) The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position within the bargaining unit.

(b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than five (5) work days.

(c) During this period, employees who wish to apply for the open position may do so. The bid shall be in writing and shall be placed in the locked container designed and provided by the Employer to receive such bids.

(d) The Employer shall fill such openings from among those employees who have applied who meet the standards of the job requirements. The Employer shall have the opportunity to review the candidates work history to determine if the employee is suitable for promotion.

#### ARTICLE XIV LAY-OFF AND RECALL PROCEDURE

##### 5.2 Layoff

(a) In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to date such action is to be taken. The 30 days are to be consistent with the 45 days enumerated below.

(b) When such action takes place, it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority.

(c) The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date the notices are sent to the employees.

(d) Employees to be laid off will have at least forty-five (45) calendar days notice of layoff.

(e) When an employee is laid off due to the reduction in the work force, eh shall be permitted to exercise his general seniority rights in accordance with administrative code.

##### 5.3 Recall

(a) No new employees shall be hired in job categories where there have been layoffs until all employees on layoff status in those categories, who desire to return to work, have been recalled.

#### ARTICLE XV

## PERSONNEL FILES

5.4 All employees shall have access to their own personnel files once each year during reasonable working hours and upon written notification to the Director.

5.5 The employee's signature is affixed to show only that this file has been reviewed in accordance with the contractual agreement between the Employer and the Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. If an employee requests copies of his personnel file, the employee shall be required to pay for copies at the established rate.

## ARTICLE XVI WORKING TEMPERATURE

Section 1 – Whenever the working temperature in employee work areas exceeds 85 degrees or drops below 62 degrees, the Department shall have the option to reassign an employee or permit the employee to go home with no loss in pay.

## ARTICLE XVII GRIEVANCE PROCEDURE

5.6 Definition – A grievance is defined as a complaint or dispute by an employee, with the Employer or Union or any agent of the County with administrative or supervisory authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this Agreement or any other rules and regulations of the County or the New Jersey State Civil Rules and Regulations which may apply to said employees.

**STEP 1** – In the event that any grievance should arise between an employee and his supervisor, the individual involved and a steward shall present the grievance within ten (10) days of the incident or knowledge of, informally, to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

**STEP 2** – If no satisfactory resolution of the informal presentation of the grievance is reached within ten (10) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to their superior who shall forward copies of his response both to the Union and the Department Head.

**STEP 3** – If no satisfactory resolution of Step 2 grievance is reached within ten (10) working days, the grievant or the Union may appeal the decision at the Step 2 to the County Director of Labor Relations or his designee who shall within ten (10) working days conduct a conference with the grievant and the Union Representative to review the grievance. The Director of Labor Relations or his designee shall submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Union.

**STEP 4** – In the event a grievance shall not have been settled as a result of the above procedures, the Union may have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the Step 3 decision has been given to the grievant. A written request for arbitration shall be sent to the Public Employee Relations Commission and the County Director of Labor Relations or his designee in accordance with N.J.S.A. 34:13A-5.3.

The arbitration award shall be final and all parties shall abide by the same and it shall be enforceable under the laws of New Jersey.

The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievance as contained in this article. In the performance of his duties he shall be bound by and comply with the provisions of this Agreement. He shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The arbitrator's decision shall be final and binding and in writing and shall set forth its opinions and conclusions on the issues submitted. Cost of arbitration shall be borne equally by the parties.

Any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject to the grievance procedures established herein.

5.7 The County will give written notification to the Union of grievance hearings, disciplinary hearings or meetings beginning with Step 2 for all employees in the bargaining unit, which grievance hearings, disciplinary hearings or meetings shall be scheduled at a mutually convenient time. Disciplinary hearings shall be conducted in accordance with the New Jersey Administrative Code.

#### ARTICLE XVIII SUSPENSION AND DISCIPLINARY ACTION

5.8 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance by the employee through regular procedures as established in this Agreement.

If the County or an authorized agent of the County has just cause or reason to reprimand an employee, it shall be done in a manner that will not demean the employee before other employees or the public.

Disciplinary Action: The procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be set forth as follows and in accordance with the New Jersey Administrative Code.

Disciplinary action or measures shall be progressive in nature. The first step being an oral warning. (Oral warnings must be documented.) The second step, a written warning and the third step, a major 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 shall be made in writing and served upon the employee. Discipline shall be 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 to dates, times and places. The Union representative shall be notified in writing within twenty-four hours of the name of any employee served with a notice of discipline. Postponements of disciplinary hearings will not be granted unless the employee submits documentation of a legitimate reason for the postponement. Any employees in the unit who have been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regard to this matter, he may be accompanied by a representative of the Union who shall be permitted to represent him at any such hearing.

ARTICLE XIX  
CLASSIFICATION REVIEW

5.9 The classification (and job description) for employees covered by this Agreement shall be available for review.

ARTICLE XX  
GENERAL PROVISIONS

6.0 Bulletin Boards: Subject to prior approval of the Personnel office or his designee, which approval shall not be unreasonably withheld, the County shall permit the Union's appropriate use of a designated bulletin board, customarily dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. The Union agrees that at no time will such space be used for posting any material which are unethical, unprofessional or violative of law.

6.1 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 of the Agreement, whereupon the parties agree immediately to negotiate a substitute for invalidated portion thereof.

ARTICLE XXI  
SAFETY AND HEALTH

6.2 The Employer shall at all times maintain safe and healthful working conditions, will provide employees with any wearing apparel, tools or devices needed in order to insure their safety and health.

6.3 The Employer and the Union shall designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted reasonable opportunity to visit work locations throughout the Employer's facility for the purpose of investigating safety and health conditions during working hours with no loss of pay.

6.4 Safety Enforcement – No employee shall be required to perform work that endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules, or any local, state or federal health or safety laws.

ARTICLE XXII  
HOLIDAYS

6.5 The following days are recognized paid holidays.

½ New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve ½ Day
Independence Day	Christmas Day
	Birthday of Employee

6.6 Any improved benefit legislated by the State or Passaic County for all other employees will be extended to covered employees.

6.7 Holidays which fall within the employee's vacation period shall be celebrated during that period.



ARTICLE XXIII  
VACATIONS

6.8 Vacations with pay shall be granted to employees who have completed the probationary period, and as follows:

1 year but less than 6 years	- 12 days vacation for each year of service
6 years but less than 11 years	- 15 days vacation for each year of service
11 years but less than 16 years	- 18 days vacation for each year of service
16 years but less than 21 years	- 20 days vacation for each year of service
20 years and over	- 22 days vacation for each year of service

Employees with less than one year of employment shall accrue vacation pay at the rate of one (1) day per month for each complete month of employment except that this provision shall apply only in the event the employee has completed the probationary period. Employees shall receive additional vacation benefit for years of service not on the anniversary date of their employment but on the first day of next calendar year immediately following the anniversary date. Employees who extend their vacation by calling in sick must submit a physician's statement.

6.9 At severance of employment, earned vacation time shall be paid to the employee. If vacation time is granted in advance, the employee must reimburse the County of Passaic for all unearned time. The employee may carry over one (1) year of earned vacation only. Vacation requests may be submitted at the beginning of the calendar year. All requests for vacation must be submitted no later than April 15 of each year. The vacation schedule shall be posted on the bulletin board by the Employer no later than April 30<sup>th</sup> of each year. In preparing the vacation schedule, requests shall be granted on a first come, first serve basis. However, the employer shall endeavor to grant vacation on the basis of departmental seniority and classification of employees. In the event of a conflict in schedules, departmental seniority shall prevail. In the event of the death of the employee, benefits shall be payable to the legal representative of the employee in accordance with the provision of law. If statutes provide for greater benefits than these, the greater benefits shall be paid. Vacations shall be distributed in accordance with Passaic County policy.

ARTICLE XXIV  
NO STRIKE OR LOCK OUT PROVISION

7.0 Neither the Union or the employees or Employer shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, lockout or any other intentional interruption of work. In the event that any person violates the terms of the no-strike clause, the public Employer shall have the right to discharge or otherwise discipline such person. In the event that 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.

ARTICLE XXV  
UNION MANAGEMENT COMMITTEE

On a date agreed upon by the parties, there will be a meeting once every three months with Union representatives and management representatives to discuss mutual problems. These meetings may take place more than once every three months if both parties mutually agree. These meetings shall not be for the purpose of discussing formal grievances or issues which are properly the subject of collective bargaining. Scheduling to be discussed upon ratification of contract.

Personal Phone Calls – Business phones will be utilized for business calls only. In the event a personal call must be made, it is expected that the length of the call will be limited to a reasonable time. Violation may result in disciplinary action.

ARTICLE XXVI  
NON-DISCRIMINATION

The parties agree to comply with all Federal and State laws prohibiting discrimination.

ARTICLE XXVII  
UNION BUSINESS LEAVE

Employees of this unit who are members of the Union Negotiating Committee, not to exceed three (3) 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 when such meetings take place during the Union leave time – aggregate of 12 days for four groups.

ARTICLE XXVIII  
MISCELLANEOUS

Inclement Weather – In the event of inclement weather, all employees are expected to report for duty. Sick days will not be approved for inclement weather. In the event the County is closed and does not open due to inclement weather, and/or the Governor declares a state of emergency, all bargaining unit members not required for the operation of County business, as determined by the Department Head, shall not be required to report for duty and shall suffer no loss of pay or benefit time. In the event the County closes early due to inclement weather, all bargaining unit members not required for the operation of County business, as determined by the Department Head, may be entitled to leave work at the same time and shall suffer not loss of pay or benefits.

Dress Code: Employees are expected to maintain a professional business-type attire during working hours. All employees are expected to present a positive image to the public by their behavior. Examples that are not considered proper attire are: designer jeans, shorts, elasticized pants, see-through blouses and micro-mini skirts. Safe, comfortable shoes are recommended. Sneakers are unacceptable. If an employee is considered to be inappropriately dressed, the said employee will be warned by management. If necessary, the employee may be

sent home to change into proper attire. If the employee is sent home, the employee will receive no pay for time not at work.

ARTICLE XXIX  
PERIOD OF AGREEMENT

This Agreement shall become effective January 1, 2003 and shall remain in effect until December 31, 2005.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly considered this day of \_\_\_\_\_, 2003.

COUNTY OF PASSAIC

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 153  
AFL-CIO

\_\_\_\_\_

\_\_\_\_\_  
RICHARD LANIGAN  
SECRETARY-TREASURER

\_\_\_\_\_  
PAUL B. GREENSPAN  
SENIOR BUSINESS REPRESENTATIVE

\_\_\_\_\_  
NANCY LOPEZ, STEWARD

\_\_\_\_\_  
WILLIAM MAGNA, STEWARD

\_\_\_\_\_  
DENNIS SYLVESTER, STEWARD

\_\_\_\_\_  
HELEN WILLIS, STEWARD

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