SIDEBAR AGREEMENT

WHEREAS, the County of Passaic ("County"), the Passaic County Department of Human Resources ("HR") and the Teamsters Local Union No. 11 ("Union") are parties to a Collective Negotiations Agreement ("CNA"), negotiated pursuant to N.J.S.A. 34:13A-1, et seq., which expires on December 31, 2024; and

WHEREAS, the County, HR and the Union (collectively the "Parties") desire to agree to certain terms and conditions, as set forth in this Sidebar Agreement ("Agreement"); and

NOW, THEREFORE, LET IT BE RESOVED, in consideration of the foregoing, and the mutual agreements and covenants herein, the Parties agree as follows:

- 1. The recitals set forth above are incorporated by reference.
- 2. Effective upon execution of this Agreement, the titles of Personnel Technician and Principal Personnel Technician shall be incorporated in the existing negotiations unit of white-collar employees working in the Department of Human Resources of the County of Passaic. The CNA between the County and Union shall apply to the newly incorporated titles.
- 3. This Agreement shall not be subject to the grievance procedure set forth in Article III of the CNA.
- 4. This Agreement constitutes the entire agreement between the Parties regarding the subject matter described herein and shall not be amended or modified, except by written consent of the Parties. No oral statement or representation of any person shall modify the terms and provisions of this Agreement unless it is expressly and specifically incorporated herein. All unincorporated oral statements and/or representations shall be null and void.
- 5. This Agreement is made without causing precedent or practice between the Parties. The Parties shall refrain from citing this Agreement as reference in any other case or situation.
- 6. This Agreement shall not affect the Parties' bargaining positions in any future negotiations.
- 7. The Parties acknowledge they have had ample time to review this Agreement, and have carefully read and fully understand the provisions contained here. The Parties further acknowledge they execute this Agreement voluntarily, without coercion or duress.
- 8. The Union acknowledges it has had ample time to consult with counsel throughout the negotiations preceding execution of this Agreement.
- 9. All other terms and conditions of the CNA remain status quo.

IN WITNESS WHEREOF of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date first set forth below:

COUNTY OF PASSAIC

TEAMSTERS LOCAL UNION NO. 11

Anthony J. DeNova, III County Administrator

Michael J. Curcio President of the Union

As to form and legality:

Matthew P. Jordan, Esq. County Counsel

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