

# **AGREEMENT**

Between

**THE BOARD OF CHOSEN FREEHOLDERS OF  
THE COUNTY OF PASSAIC**

and

**LOCAL NO. 11, affiliated with  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

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*APRIL 1, 2006 through MARCH 31, 2010*

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**THIS AGREEMENT** made and entered into on this *1<sup>ST</sup>* day of *April, 2006*, by and between the **BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF PASSAIC**, hereinafter referred to as the "EMPLOYER", and **LOCAL NO. 11**, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, with its principal place of business located at 810 Belmont Avenue, North Haledon, New Jersey, a labor organization representing the Road and Public Buildings, Inspectors, Security Guards, Buildings and Grounds, Mosquito Commission, Shade Tree, Sewer Department, Golf Course, Parks Department and Bridge Department blue collar employees, hereinafter referred to as the "UNION".

## **ARTICLE 1. RECOGNITION**

**Section 1.** The Board of Chosen Freeholders of the County of Passaic hereby recognizes the Union as the exclusive bargaining agent for all blue collar employees now employed or to be employed in the Road and Public Buildings, Inspectors, Security Guards, Buildings and Grounds, Mosquito Commission, Shade Tree, Sewer Department, Golf Course, Parks Department and Bridge 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.

**Section 2.** Wherever used herein the term "Employees" shall mean and be construed only as referring to the blue collar employees of the Road and Public Buildings, Inspectors, Watchman, Buildings and Grounds, Mosquito Commission, Shade Tree, Serer Department, Golf Course, Parks Department and Bridge Department, exclusive of Supervisors, Office and Clerical employees.

## **ARTICLE 2. UNION SECURITY**

**Section 1.** The Employer agrees it will give effect to the following form of Union Security:

(a) All present employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

**Section 2.** The County will notify the Union of any newly hired employees within fifteen (15) days of their starting date.

### **ARTICLE 3. CHECK-OFF OF UNION DUES**

**Section 1(a).** The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, 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 from the 2<sup>nd</sup> salary paid to each employee during the month and such deduction made the 1<sup>st</sup> month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

**Section 1(b).** In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

#### **Section 2. Representation Fee**

A. If an employee does not become a member of the Union during any membership year (from April 1 to the following March 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues and initiation fee charged by the Union to its own members for that membership year. The Representation Fee to be paid to non-members will be 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 Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

D. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

- (a) Within 21 days after receipt of the aforesaid list by the Employer; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

E. Except as otherwise provided in this Article, the mechanics for the deduction of 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 Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 21 days after the Employer received said notice.

G. On or about the last day of each month, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

H. Teamster Local 11 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 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

I. The Union shall save the Employer harmless from any claims raised against it by an employee as a result of fulfilling its obligations under this Article.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

Except as modified herein, Management 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. WORKWEEK**

**Section 1.** The normal workweek shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week.

**Section 1 (a).** The Road Department, Court House and Maintenance employees and Security Guards shall work under the Schedule Spelled out in Section 1.

**Section 2.** The Custodians in the Public Buildings shall work five (5) days. Monday through Friday, and have two days off. Boilermen/Fireman and Security Guards shall continue to work ten (10) consecutive days and then have four (4) consecutive days off.

**Section 2(a).** Golf Course employees shall work a normal workweek of five (5) days. Any work performed over eight (8) hours in any day shall be paid at time and one-half (1 ½) the employee's regular hourly rate. Overtime will be paid as earned.

**Section 2 (b).** Each weekend one Golf Course employee will be designated as a temporary Leadman and will be paid a \$25.00 premium per day. Employees will be designated as temporary Leadmen on a rotating basis.

**Section 3.** Any work performed on the sixth (6<sup>th</sup>) day shall be paid at one and one half (1-1/2) times the employee's regular rate of pay.

**Section 3(a).** Any work performed on the seventh (7<sup>th</sup>) day shall be paid at two (2X) times the employee's regular rate of pay.

**Section 4.** The County shall have the right to schedule new employees to work from Wednesday through Sunday and any work performed after eight (8) hours in any given day shall be paid at one and one half (1-1/2) times the employee's regular rate of pay. The County has the right to post the above work schedule for County employees, but cannot force employees hired prior to April 1, 2002 to work this schedule. *The County shall first select said employees by volunteers, temporary employees and less senior employees hired after April 1, 2001.*

**Section 4(a).** Any work performed on the sixth (6<sup>th</sup>) day shall be paid at one and one half (1-1/2) times the employee's regular rate of pay.

**Section 4(b).** Any work performed on the seventh (7<sup>th</sup>) day shall be paid at two (2X) times the employee's regular rate of pay.

## **ARTICLE 6. HOURS OF WORK**

### A. Public Buildings Employees

Shift "A"	7:00 a.m. to 3:30 p.m.
Shift "B"	3:30 p.m. to 12:00 a.m.
Shift "C"	11:30 p.m. to 7:00 a.m.

### B. Road Department

7:00 a.m. to 3:30 p.m.

Road Department shall be entitled to one half (1/2) hour lunch period.

**C. Golf Course Employees and Golf Course Mechanics**

*April 1<sup>st</sup> thru September 30<sup>th</sup> - 5:00 a.m. to 1:30 p.m.  
October 1<sup>st</sup> thru March 31<sup>st</sup> - 6:00 a.m. to 2:30 p.m.*

**ARTICLE 7. RATES OF PAY**

**Section 1.** Employees in the unit will receive a *3.25 percent increase* to base salary effective and *retroactive to April 1, 2006*. Increment if due on *July 1, 2006*.

**Section 2.** Employees in the unit will receive a *2.75% increase* to base salary *effective and retroactive to April 1, 2007*. Increment if due on *July 1, 2007*.

**Section 3.** Employees in the unit will receive a *2.75% increase* to base salary *effective April 1, 2008*. Increment if due on *July 1, 2008*.

**Section 4.** Employees in the unit will receive a *2.75% increase* to base salary *effective April 1, 2009*. Increment if due on *July 1, 2009*.

**Section 6. Overtime Rates**

A. Any work performed beyond eight (8) hours in any one work day shall be considered overtime and be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for all such hours worked.

B. No employee in the bargaining unit shall be assigned to take compensatory time off in lieu of pay without approval of Teamster Local 11 Business Agent.

C. All overtime worked shall be paid at one and one half (1-1/2) times the employee's regular rate of pay or whatever is spelled out under Section 6 in lieu of compensatory time.

**Section 7. Call-in Pay**

A. Employees called to work prior to the start of their regularly assigned shift shall be paid overtime at the rate of one and one-half (1-1/2) times the regular rate for such hours worked prior to the beginning of the regular work day hours.

B. Employees called back to work after the conclusion of the normal shift, shall be entitled to a minimum of three and one half (3-1/2) hours call back pay at the overtime rate of one and one-half (1-1/2) times the regular hourly rate. The Employer will make every effort to call back employees within the needed classification(s) on overtime.

**Section 8. Equitable Distribution of Overtime**

A. Overtime shall be distributed as equitably as practical among the employees qualified by classification and/or otherwise capable of performing the work required, except that an employee

B. An employee temporarily transferred to a lower classification shall suffer no reduction in pay.

C. The provisions in sub-Sections (A) and (B) are effective when such duty changes are made for the convenience of the Employer.

**Section 13. Longevity**

A. Longevity pay shall be determined by length of employment as follows each year of the contract and shall be paid on the anniversary date.

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

B. Longevity benefits for all new County employees, as of October 1, 1991, will be calculated for County service time only.

**ARTICLE 8. PAY FOR TIME NOT WORKED**

**Section 1. Holidays**

Employees within the bargaining unit shall be entitled to the following holidays with pay computed on the employee's regular straight time rate for eight (8) hours:

- |                               |                               |
|-------------------------------|-------------------------------|
| New Year's Day                | Columbus Day                  |
| Martin Luther King's Birthday | Election Day                  |
| Lincoln's Birthday            | Veterans Day                  |
| <i>President's Day</i>        | Thanksgiving Day              |
| Good Friday                   | Friday after Thanksgiving Day |
| Memorial Day                  | ½ Day Christmas Eve           |
| Independence Day              | Christmas Day                 |
| Labor Day                     | ½ Day New Year's Eve          |
| Employee's Birthday           |                               |

**Section 2. Eligibility**

*Any employee hired after June 30, 2007 delete Employee's Birthday.*

The employees, 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.

When calling 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. Holidays Worked**

All employees who work on any of the holidays, except Election Day and the Day after Thanksgiving, shall be compensated for such work at two (2X) times the employee's rate of pay. In the event of an emergency on a holiday, the employee shall receive three (3X) times the employee's regular rate, which includes the holiday pay, for all hours worked.

If a bargaining unit member is called in to work, or not regularly scheduled to work the day after Thanksgiving and Election Day, he will be paid time and one half (1-1/2) his regular rate plus the eight (8) hour holiday pay.

**Section 4. 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 5. Holiday During Vacation**

If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or extend the vacation period by one (1) day. If the employee is required to forego such holiday falling within the vacation period, said employee shall have the right, upon seven (7) calendar days notice to the Employer, to refuse the holiday pay and to take a work day off.

**Section 6.** Holidays shall be considered as time worked when computing overtime.

**ARTICLE 9. VACATION**

**Section 1.** All employees within the bargaining unit shall be entitled to vacation with pay in accordance with the schedule of days of entitlement as follows:

*With proper notification vacation time shall be reasonably granted with 24 hours notice.*

1 - 5 years	12 working days during each year of service
6 -10 years	15 working days during each year of service
11 – 15 years	18 working days during each year of service
16 – 20 years	20 working days during each year of service
21 days an over	22 working days during each year of service



**Section 1 A.** – Any new employee hired after the ratification of this contract the following vacation schedule shall apply:

<i>1-5 years</i>	<i>12 days vacation per year</i>
<i>6-11 years</i>	<i>12 days vacation per year</i>
<i>12-16 years</i>	<i>15 days vacation per year</i>
<i>17-20 years</i>	<i>18 days vacation per year</i>
<i>20 + years</i>	<i>20 days vacation per year</i>

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

Upon proper notification, vacation pay, when possible, shall be made the pay period in advance of the actual vacation.

Vacation days shall be paid at eight (8) hours at the employee's regular straight time rate. Vacation days shall be considered as hours worked when computing overtime.

**Section 2.** The vacation schedule shall be posted on the bulletin board by the Employer not later than April 30<sup>th</sup> of each year. In preparing the vacation schedule, the Employer shall endeavor to grant vacation on the basis of departmental seniority and classification mix of its employees.

Vacations shall be taken during the regular vacation period. Depending upon business needs of the Department(s) under this Agreement, however, employees may request and the Employer may approve vacations at a period during which vacations are not normally granted.

## **ARTICLE 10. PAID SICK LEAVE**

**Section 1.** Each employee shall earn fifteen (15) paid sick leave days for each full year of employment, accrued at one and one quarter (1-1/4) 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) days notice to receive a half day. First year of employment employees will earn one (1) days per month.*

**Section 2.** Should an employee use all his paid sick leave days and the County allows the employee to use paid sick leave days not yet earned, and the employee's employment with the County is terminated, the County reserves the right to deduct the unearned paid sick leave from any monies the employee may have due him.

**Section 3.** Any employee *will be*, at the discretion of the Employer, required to present a doctor's statement as proof of illness after five (5) days absence by reason of illness.

**Section 4.** Upon retirement from the pension system, employees shall be paid for unused sick leave at the rate of 50% for each day accumulated, to a maximum of \$12,000.00 as per Resolution.

**Section 5.** All employees who are absent are responsible to call in and indicate the reason for their absence within *one (1) hour* of their starting time. The employee must call in each day, unless a doctor's note is submitted after five (5) days. All employees absent from work for more than five (5) days should complete the medical leave of absence form and should request from their department head a PER100 form. This form should be returned to the department head within five (5) days.

**Section 6.** Sick days shall be paid at eight (8) hours the employee's regular straight time rate. Sick days shall be considered as time worked when computing overtime.

**Section 7.** Effective January 1, 2003, those employees in the unit who finish the calendar year with at least five (5) days of their fifteen (15) annual sick days will receive a bonus of \$500.00 (not on base) payable in January of the following year (the "Attendance Bonus"). For the calendar year 2001 and 2002, any Attendance Bonus that employee's in the unit may be entitled to shall be aggregated and equally divided and paid to all members of the unit in the second quarter of 2003.

#### **ARTICLE 11. PERSONAL LEAVE**

**Section 1.** Each employee shall be entitled to three (3) personal leave days with pay for the transaction of personal business. *Personal days are accrued one (1) day every four (4) months (January 1, May 1, September 1) personal days shall be granted with one (1) days notice.* Application for such leave must be in writing and submitted to the Employer at least one (1) days in advance except in an emergency. Personal leave must be with the approval of the Employer.

**Section 2.** It is understood that approval for such leaves will not unreasonably be withheld.

**Section 3.** Personal days shall be paid at eight (8) hours the employee's regular straight time rate. Personal days shall be considered as time worked when computing overtime.

#### **ARTICLE 12. BEREAVEMENT LEAVE PAY**

Employees covered by this Agreement shall be allowed *four (4) consecutive days not including weekends and holidays* off with pay at the employee's straight time pay for each situation where a death occurs in the immediate family. The immediate family for the purposes of this Section is defined as a spouse, children, employee's parents, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or a member of the immediate family of the employee. Documentation will be required establishing death. Bereavement benefits must be used within one (1) week of the death. In extenuating circumstances, management will review each incident individually.

Bereavement leave shall be paid at eight (8) hours the employee's regular straight time rate. Bereavement leave pay shall be considered as time worked when computing overtime.

### **ARTICLE 13. JURY DUTY**

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed and the eight (8) hours straight time pay for scheduled working time lost. Full wages shall be paid upon surrender of such amounts received as jury duty pay. The employee shall be required to give prior notice to the Employer of said employee's call for jury duty and the Employer agrees to provide free parking for anyone serving on jury duty at no cost to the employee.

Jury duty shall be considered as time worked when computing overtime.

### **ARTICLE 14. NON-CASH BENEFITS**

#### **Section 1. Health Benefits**

A. The County agrees to provide hospitalization and major medical insurance as outlined in the Passaic County Health Benefits Booklet. 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 as in accordance with the current County policy and Family Leave Act. (30 day grace period, plus 12 weeks family leave).

The County provides and pays for the Dental Insurance for all employees, excluding Family coverage. The County provides family coverage which is to be paid by the employee. Employees of the bargaining unit may obtain optical coverage for themselves, their spouse and/or family through the Teamsters' optical plan, at the employees sole cost and expense. The employer agrees to deduct from the wages of employees in the Teamsters' optical plan the cost of the optical plan and remit same to the Union within fifteen (15) calendar days after the deduction is made.

B. If the County provides an Optical Plan or any other health benefit to any of their employees, then Teamster Local 11 shall receive those benefits without reopening the contract. The parties may request the County to reopen this Article.

#### **C. Health Benefits**

*Increase deductibles to \$250/\$500*

*Increase out of pocket costs to \$200/\$400 in network and \$600/\$1,000 out of network*

*Increase co-pay to doctors to \$15 per visit*

*Increase RX to \$5.00 Generics/ \$10.00 Brand*

*Increase RX to Mail in orders \$10.00 Generics/\$20.00 Brand*

*Add Contribution or percentage of salary towards Health Care as follows:*

**For Current Employees**

*\$10.00 per month for Single Coverage for member, 1 person*

*\$20.00 per month for Husband/Wife, parent/child, 2 people*

*\$40.00 per month for Family Coverage, husband/wife/children, 3 or more people*

**For New Employees Hired After June 30, 2007**

*2% of Base Salary for Single Coverage, for member, 1 person*

*2 ½% of Base Salary for Husband/Wife, parent/child, 2 people*

*3% of Base Salary for Family Coverage, Husband/Wife/Children, 3 or more people*

D. The County will provide a \$4,000.00 Life Insurance policy to all active employees in the bargaining unit.

E. The County will contribute fifty (50%) percent of the Disability Plan premium and the employee will contribute fifty (50%) percent.

F. **Part-time Employees:**

1. All regular part-time employees will become members of the Union on or after the thirty first (31<sup>st</sup>) day following the beginning of their employment.
2. In accordance with County policies, part-time employees (24 hours or more) will receive single coverage for health insurance, prescription and dental insurance. Benefit days will be pro-rated on a monthly basis. Employees transferred from full-time to part-time shall receive single benefits
3. County agrees to offer part-time employees an opportunity to fill a permanent full-time position before hiring outside the Union.
4. The County agrees to notify the Union of any part-time hires in the Unit.

**ARTICLE 15. UNIFORM & SAFETY EQUIPMENT**

**Section 1.** Uniform Allowance – The Employer agrees to provide all employees in the bargaining unit, uniforms and the maintenance thereof, through a qualified uniform rental service. In the event that such service is terminated, either by the County or the Vendor, both parties agree to meet to discuss any change.

**Section 2.** Work gloves shall be provided as required. Weather gear, shield and goggles shall be provided as necessary.

**Section 3.** It shall be the responsibility of the employees to adhere to the dress code and wear the proper items of clothing. Employees who do not wear the dress code or appear on the job without the proper clothing may be sent home with loss of pay and shall be subject to disciplinary action.

**Section 4.** The Employer shall contribute \$150.00 per employee toward the purchase of work shoes for each year of the contract payable in June. All employees in the bargaining unit shall receive a shoe allowance each year of the contract, with a salvage clause. *Employees may purchase multiple pairs of boots up to the \$150.00.*

**Section 5.** **Tool Allowance** – Upon submission of a receipt, a one time \$700.00 tool allowance will be reimbursed to each mechanic for each year of this contract only.

Whatever practice that is in effect under this bargaining unit shall remain in effect.

## **ARTICLE 16. MISCELLANEOUS BENEFITS**

### **Section 1. Leaves of Absence Without Pay**

A. Upon making timely written application, permanent employees may request a personal leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority. Such applications shall state the reasons for such request. The Employer shall evaluate the request against business requirements and may deny the request for good and sufficient reason.

B. Such leave may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness in the job to which the employee is assigned upon return to service. Management shall make the final disposition of such request.

### **Section 2. Work Related Illness or Injury**

A. The Employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law.

B. Employees suffering an alleged work-related illness or injury, except in case of emergency, must be treated by a physician comprising the panel of medical doctors as designated by the Employer.

C. The County of Passaic shall administer Worker's Compensation benefits pursuant to N.J.S.A. 34-15 and N.J.S.A. 34-16-14. Employees who are capable of returning to light duty shall be assigned to light duty when *such light duty is available*. While an employee is on an approved Worker's Compensation leave, the County of Passaic will continue to pay pension contributions, along with hospitalization benefits. Light duty (all members) – If an employee is

injured during their working hours and is capable of returning to light duty, the said employee will return to duty as instructed by the approved physical.

D. In event an employee utilizes any sick time prior to receiving Worker's Compensation, such sick time will be returnable to the first day of illness or injury.

### **Section 3. Veterans Rights and Benefits**

A. The seniority rights of all employees who are drafted pursuant to an appropriate law now in force or to be enacted shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

B. Such reinstatement of veterans shall be in accordance with law in effect at the time of discharge from military service.

### **Section 4. Reserve Training**

A. The Employer agrees to allow the necessary time, exclusive of weekend training, for any employee in the Reserves to perform the duties required when called on annual training without impairment of said employee's seniority rights or loss in pay for scheduled time lost.

## **ARTICLE 17. GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be any difference of opinion, controversy, or dispute arising between the parties involving the interpretation or application of any provision of this Agreement.

**Section 2.** A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the 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. 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. Steps**

1. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Foreman. The Foreman shall within five (5) working days thereafter give an oral decision on the grievance.
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 Supervisor. 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.
3. If the decision given by the Supervisor of the respective Department involved to the Union does not satisfactorily settle the grievance, the Union shall notify the Director, 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.
4. In the event the grievance is not satisfactorily settled by the meeting between the respective Director and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of that Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

**Section 5.** 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.** The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

**Section 7.** The Union will notify the Employer, in writing, of the names of its employees who are designated by the Union to represent employees under the grievance procedure.

#### **ARTICLE 18. SENIORITY**

**Section 1.** The Employer shall establish and maintain a seniority list by classification of employees, names and dates of employment from date of last hire on a Department basis, with the employee with the longest length of continuous and uninterrupted classification service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in classification order, until the name of the employee with the shortest length of service appears at the foot of the list. The

seniority of each employee shall commence from the employee's date of last hiring with the Employer.

**Section 2.** Other than seasonal and part-time employees, new employees retained beyond the ninety (90) days shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up-to-date with additions and subtractions as required.

**Section 3.** During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of probationary employees if they are dismissed during the probationary period.

#### **ARTICLE 19. STAND-BY PAY**

**Section 1.** The County agrees that they will pay twenty-five (\$25.00) dollars per weekday for each employee who is requested to be on stand-by and this shall work by seniority.

**Section 2.** The County agrees that they will pay thirty-five (\$35.00) dollars for Saturday, Sunday and Holidays for each employee who is requested to be on stand-by and this shall work by seniority.

If an employee on stand-by is called in, he shall receive stand-by pay plus all hours worked.

**Section 3.** On Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, the employee who works night shift will be on stand-by at home for those scheduled above.

**Section 4.** Any employee who is requested to be on stand-by must leave a phone number and must be at the number or he is subject to disciplinary action and will not be entitled to stand-by pay.

#### **ARTICLE 20. JOB VACANCIES, NEW JOBS CREATED**

**Section 1.** If new jobs are created or if permanent vacancies occur in a higher-rated position, the Employer shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the Employer, said employee may institute a meeting with the Department Head of the respective Department involved within three (3) calendar days after the notification of the selection is made, however, the decision of the Department Head of the respective Department involved may be made a subject for the Grievance Procedure.



**Section 2.** The Employer agrees to post a notice of such new jobs or vacancy on the bulletin board for a period of seven (7) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Departmental employees interested, in order to be eligible, must sign the notice. Preference will be granted on the basis of departmental seniority provided the applicant has the necessary skill and ability to perform the work required.

**Section 3.** If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within seven (7) working days after the expiration of the seven (7) working days required under Section 2 above.

**Section 4.** 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 Employer 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 for the job as of the day that 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.

**Section 5.** The Employer shall establish the hourly rate for any new or materially changed job title and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly wage rate accordingly.

## **ARTICLE 21. FORCE REDUCTION**

**Section 1.** The Employer agrees that it will not engage any new employees unless all of the regular, full-time employees are working the scheduled hours noted in this agreement, in accordance with job classification.

**Section 2.** In the reduction or restoration of the working force, the rule to be followed shall be by classification and the length of service with the Employer. The employee with the least seniority shall be laid off first and in re-hiring, the reverse principle shall apply; namely, the last employee laid off shall be the first to be re-hired.

**Section 3.** In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay.

**Section 4.** An employee's seniority shall cease under the following conditions:

1. Resignation or termination of employment for cause.
2. Failure to report for work for five (5) consecutive work days without notifying the employer.
3. Lay-off of more than twelve (12) consecutive months.

## **ARTICLE 22. DISCHARGE**

**Section 1.** An employee shall not be discharged except for just and sufficient cause, except that 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.** 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 nature. The first step being an oral warning, (oral warnings must be documented), second step a written warning and 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 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 copy of the notice. The Shop Steward/Chief Steward shall be notified in writing within twenty four (24) hours of the name of any employee served with a notice of discipline. Neither the Supervisor nor the Union will interfere with witnesses. All parties will cooperate with the disciplinary hearing procedures. There will be no intimidation of witnesses by either the Employer or the Union. All disciplinary actions shall be documented and forwarded to Shop-Chief Steward. A Shop Steward/Chief Steward must be present during the written and major disciplinary proceedings.

## **ARTICLE 23. TERMINATIONS**

**Section 1.** Separation from the service of the Employer may result from voluntary resignation of the employee, or by the involuntary termination of said employee's services.

**Section 2.** Employees who resign will tender their resignations in writing, if possible, at least two (2) weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and training the successor.

## **ARTICLE 24 WORKING TEMPERATURE**

**Section 1.** During the months of November, December, January, and February, the Employer under normal circumstances will endeavor to maintain the garage inside temperature at or above 58+2 degrees F.

**Section 2.** It is further understood that, if under normal circumstances, the Employer 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 Employer may re-assign the affected employees to other locations until the condition has been corrected.

## **ARTICLE 25. GENERAL PROVISIONS**

**Section 1.** It is agreed that the parties hereto will continue their practice to abide by all State and Federal discrimination laws.

**Section 2.** 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.** *The Employer shall provide reasonable bulletin board space for the posting of official Union notices and install a looking glass case for the postings of official union notices. The Union shall provide a copy of all such notices to the Employer.*

**Section 4.** No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees.

**Section 5.** The County shall provide a fifteen (15) minute rest period at 10:00 A.M. and a fifteen (15) minute rest period at 2:00 P.M.

**Section 6.** All previous benefits shall remain in effect.

**Section 7.** Employees who are required by law to have CD license shall be reimbursed for the initial fee required.

**ARTICLE 26. DURATION OF AGREEMENT**

**THIS AGREEMENT** shall become effective on *April 1, 2006* and shall continue in full force and effect until *March 31, 2010*, 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 or modify or terminate this Agreement. In such cases, the parties shall endeavor to negotiate a new Agreement within the ninety (90) days prior to the expiration of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

**COUNTY OF PASSAIC**

**BOARD OF CHOSEN FREEHOLDERS OF TEAMSTERS**

**LOCAL NO. 11, affiliated with  
the INTERNATIONAL BROTHERHOOD**

BY: \_\_\_\_\_

*Elease Evans*

Elease Evans,  
Freeholder Director

Date: \_\_\_\_\_

*8/15/07*

BY: \_\_\_\_\_

*[Signature]*

Date: \_\_\_\_\_

*8-27-07*

*David L. Bass*

COMMITTEE:

*William J. Pascrell, III*

William J. Pascrell, III  
County Counsel

*Ronald Rayio*

*Robert M. Randolph Stewart*

*Gregg Moor*

*Terry Wayne*

*[Signature]*

*[Signature]*

*[Signature]*

**APPENDIX A**

If an employee in the bargaining unit is holding a title under Light Duty, the County agrees the said employee will be demoted to the title he is performing.

The salary guide shall be adjusted in accordance with Exhibit A.

**APPENDIX B**

The County Board of Freeholders and the Union agree that they will establish a Safety Committee – three (3) from the Union side and three (3) from Management side.

**APPENDIX C**

The County agrees with the Union that any items that are not mentioned in the above contract that employees in the bargaining Union are enjoying now will not be discontinued.

**APPENDIX D**  
**EDUCATIONAL FUND**

The Employer agrees to contribute one cent (\$.01) per hour to Teamster Local 11 Educational Program for all hours an employee receives pay. Such Fund is to be administered in accordance with the Local 11 Benefit Plan Trust Agreement by an equal number of Employer and Employee Trustees. Such contribution will be submitted to the Union on a quarterly basis.

**APPENDIX E**

The County of Passaic hereby agrees to pay all employees a night differential of 10% on base salary, working the regular shifts of 3:30 p.m. to 12:00 a.m.; 11:30 p.m. to 7:00 a.m. Effective March 1, 1994, all newly hired employees will receive fifty cents (\$.50) per hour.

**APPENDIX F**

The parties have agreed that if an employee is required to work fifteen (15) or more consecutive hours within a twenty four (24) hour period, and his regular starting time is set to begin immediately thereafter, the employee, at his option, can take his regular eight (8) hour shift off with pay and without the County deducting any time off provisions contained in this Agreement.

## APPENDIX G

It is agreed that should any employee in this bargaining unit receive an increase over and above those specified in this agreement, without agreement of the Local Union President or his Representative, then the Union and the County Administrator will discuss who in the bargaining unit shall be entitled to the same increase in their salary, effective the same date as increase was given.

## APPENDIX H D.R.I.V.E.

**Section 1.** The Employer agrees to deduct from the pay check of all employees covered by this Agreement voluntary contributions to the Democrat Republican Independent Voter Education (D.R.I.V.E.). D.R.I.V.E. shall notify the Employer 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 Employer shall remit to D.R.I.V.E. National Headquarters, on a monthly basis, in one 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.** The Union and D.R.I.V.E agree to indemnify the Employer and to hold the Employer harmless for all monies which are deducted in accordance with D.R.I.V.E. instructions, and, which are disputed by the involved employee. The Union, D.R.I.V.E. instructions, and, the employee further agree that all disputed deductions are to be resolved between the Union, D.R.I.V.E., and the employees themselves without the involvement of the Employer.

## APPENDIX I

**Section 1.** The Union may appoint one of their accredited members to act as Shop Steward. It shall be his/her duty 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. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind save that given under this Agreement.

**Section 2.** The Shop Steward shall not be discriminated against, because of his faithful performance of duties as such.

LOCAL 11 2006

1.0325  
2006 3.25%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
R7	24813	26108	27405	28227	29059	29886	30938	31547	31763
	25619	26957	28296	29144	30003	30857	31943	32572	32795
R8	27073	28367	29662	30460	31259	32055	32850	33623	34447
	27953	29289	30626	31450	32275	33097	33918	34716	35567
R9	27830	29120	30419	31259	32097	32940	33780	34626	35460
	28734	30066	31408	32275	33140	34011	34878	35751	36612
R10	28631	29925	31216	32097	32979	33859	34740	35627	36505
	29562	30898	32231	33140	34051	34959	35869	36785	37691
R11	29467	30758	32055	32979	33905	34831	35754	36679	37607
	30425	31758	33097	34051	35007	35963	36916	37871	38829
R12	30344	31640	32933	33905	34874	35854	36824	37798	37949
	31330	32668	34003	35007	36007	37019	38021	39026	39182
R13	31268	32564	33854	34874	35896	36925	37944	38967	39244
	32284	33622	34954	36007	37063	38125	39177	40233	40519
R15	33254	34547	35842	36973	38104	39239	40367	41493	41789
	34335	35670	37007	38175	39342	40514	41679	42842	43147
R16	34326	35620	36915	38104	39295	40485	41672	42869	44062
	35442	36778	38115	39342	40572	41801	43026	44262	45494
R17	38056	39266	40481	41702	42917	44132	45347	46560	47780
	39293	40542	41797	43057	44312	45566	46821	48073	49333
R19	39139	40048	41440	43052	44228	45618	47230	47574	48830
	40411	41350	42787	44451	45665	47101	48765	49120	50417
R20	40485	41821	43067	44311	45556	46804	48050	49295	50532
	41801	43180	44467	45751	47037	48325	49612	50897	52174
R21	41821	43067	44311	45556	46804	48050	49295	50541	51789
	43180	44467	45751	47037	48325	49612	50897	52184	53472

LOCAL 11 2007

1.0275

2.75%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
R7	25619	26957	28296	29144	30003	30857	31943	32572	32975
R8	26324	27698	29074	29945	30828	31706	32821	33468	33697
R9	27953	29289	30626	31450	32275	33097	33918	34716	35567
R10	28722	30094	31468	32315	33163	34007	34851	35671	36545
R11	28734	30066	31408	32275	33140	34011	34878	35751	36612
R12	29524	30893	32272	33163	34051	34946	35837	36734	37619
R13	29562	30898	32231	33140	34051	34959	35869	36785	37691
R15	30375	31748	33117	34051	34987	35920	36855	37797	38728
R16	30425	31758	33097	34051	35007	35963	36916	37871	38829
R17	31262	32631	34007	34987	35970	36952	37931	38912	39897
R19	31330	32668	34003	35007	36007	37019	38021	39026	39181
R20	32192	33566	34938	35970	36997	38037	39067	40099	40258
R21	32284	33622	34954	36007	37063	38125	39177	40233	40519
	33172	34547	35915	36997	38082	39173	40254	41339	41633
	34335	35670	37007	38175	39342	40514	41679	42842	43147
	35279	36651	38025	39225	40424	41628	42825	44020	44334
	35441	36778	38115	39342	40572	41801	43026	44262	45494
	36416	37789	39163	40424	41688	42951	44209	45479	46745
	39293	40542	41797	43057	44312	45566	46821	48073	49333
	40374	41657	42946	44241	45531	46819	48109	49395	50690
	40411	41350	42787	44451	45665	47101	48764	49120	50417
	41522	42487	43964	45673	46921	48396	50105	50471	51803
	41801	43180	44467	45751	47037	48325	49612	50897	52174
	42951	44367	45690	47009	48331	49654	50976	52297	53609
	43180	44467	45751	47037	48325	49612	50897	52184	53472
	44367	45690	47009	48331	49654	50976	52297	53619	54942



LOCAL 11 2008

1.0275  
2.75%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
R7	26324	27698	29074	29945	30828	31706	32821	33468	33697
	27048	28460	29874	30768	31676	32578	33724	34388	34624
R8	28722	30094	31468	32315	33163	34007	34851	35671	36545
	29512	30922	32333	33204	34075	34942	35809	36652	37550
R9	29524	30893	32272	33163	34051	34946	35837	36734	37619
	30336	31743	33159	34075	34987	35907	36823	37744	38654
R10	30375	31748	33117	34051	34987	35920	36855	37797	38728
	31210	32621	34028	34987	35949	36908	37869	38836	39793
R11	31262	32631	34007	34987	35970	36952	37931	38912	39897
	32122	33528	34942	35949	36959	37968	38974	39982	40994
R12	32192	33566	34938	35970	36997	38037	39067	40099	40258
	33077	34489	35899	36959	38014	39083	40141	41202	41365
R13	33172	34547	35915	36997	38082	39173	40254	41339	41633
	34084	35497	36903	38014	39129	40250	41361	42476	42778
R15	35279	36651	38025	39225	40424	41628	42825	44020	44334
	36249	37659	39071	40304	41536	42773	44003	45231	45553
R16	36416	37789	39163	40424	41688	42951	44209	45479	46745
	37417	38828	40240	41536	42834	44132	45425	46730	48030
R17	40374	41657	42946	44241	45531	46819	48109	49395	50690
	41484	42803	44127	45458	46783	48107	49432	50753	52084
R19	41522	42487	43964	45673	46921	48396	50105	50471	51803
	42664	43655	45173	46929	48211	49727	51483	51859	53228
R20	42951	44367	45690	47009	48331	49654	50976	52297	53609
	44132	45587	46946	48302	49660	51019	52378	53735	55083
R21	44367	45690	47009	48331	49654	50976	52297	53619	54942
	45587	46946	48302	49660	51019	52378	53735	55094	56453

LOCAL 11 2009

1.0275  
2.75%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
R7	27048	28460	29874	30768	31676	32578	33724	34388	34264
	27792	29243	30696	31614	32547	33474	34651	35334	35576
R8	29512	30922	32333	33204	34075	34942	35809	36652	37550
	30324	31772	33222	34117	35012	35903	36794	37660	38583
R9	30336	31743	33159	34075	34987	35907	36823	37744	38652
	31170	32616	34071	35012	35949	36894	37836	38782	39715
R10	31210	32621	34028	34987	35949	36908	37869	38836	39793
	32068	33518	34964	35949	36938	37923	38910	39904	40887
R11	32122	33528	34942	35949	36959	37968	38974	39982	40994
	33005	34450	35903	36938	37975	39012	40046	41082	42121
R12	33077	34489	35899	36959	38014	39083	40141	41202	41365
	33987	35437	36886	37975	39059	40158	41245	42335	42503
R13	34084	35497	36903	38014	39129	40250	41361	42476	42778
	35021	36473	37918	39059	40205	41357	42498	43644	43954
R15	36249	37659	39071	40304	41536	42773	44003	45231	45553
	37246	38695	40145	41412	42678	43949	45213	46475	46806
R16	37417	38828	40240	41536	42834	44132	45425	46730	48030
	38446	39896	41347	42678	44012	45346	46674	48015	49351
R17	41484	42803	44127	45458	46783	48107	49432	50753	52084
	42625	43980	45340	46708	48070	49430	50791	52149	53516
R19	42664	43655	45173	46929	48211	49727	51483	51859	53228
	43837	44856	46415	48220	49537	51094	52899	53285	54692
R20	44132	45587	46946	48302	49660	51019	52378	53735	55083
	45346	46841	48237	49630	51026	52422	53818	55213	56598
R21	45587	46949	48302	49660	51019	52378	53735	55094	56453
	46841	48240	49630	51026	52422	53818	55213	56609	58005