

Collective Negotiations Agreement

between the

County of Passaic

and

Office of Professional Employees International Union, AFL-CIO, Local 32

representing various employees in Department of Health Services

for the period of

January 1, 2021 to December 31, 2025

Prepared by:

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Table of Contents

PREAMBLE 1

ARTICLE I. RECOGNITION 1

ARTICLE II. UNION SECURITY 1

ARTICLE III. CHECK-OFF UNION FEES 1

 Section 1. Check-Off Dues. 1

ARTICLE IV. MANAGEMENT RIGHTS 2

ARTICLE V. WORKWEEK 2

ARTICLE VI. HOURS OF WORK 2

ARTICLE VII. RATE OF PAY 2

 Section 1. Wages. 2

 Section 2. Longevity. 3

 Section 3. Overtime Rates. 3

 Section 4. Equitable Distribution of Overtime. 3

 Section 5. Higher Classification Pay. 3

 Section 6. Emergency Call in Salary. 4

 Section 7. Duty Officer. 4

ARTICLE VIII. EDUCATION BENEFITS 4

ARTICLE IX. PAY FOR TIME NOT WORKED 4

 Section 1. Holidays. 4

 Section 2. Eligibility for Holiday Pay. 5

 Section 3. Holiday's Worked. 5

 Section 4. Holiday during Vacation. 5

 Section 5. Vacation. 5

 Section 6. Paid Sick Leaves. 6

 Section 7. Personal Leave. 6

 Section 8. Bereavement Leave. 7

 Section 9. Jury Duty. 7

 Section 10. Leave of Absence without Pay. 7

 Section 11. Incremental Use of Accrued Time. 8

ARTICLE X. INSURANCE 8

 Section 1. Medical Benefits. 8

 Section 2. Chapter 78. 8

 Section 3. Life Insurance/Accidental Death Policy. 8

 Section 4. Temporary Disability. 8

 Section 5. Prescription Safety Eyeglasses. 8

 Section 6. Out-of-Network Charges. 8

 Section 7. Traditional Healthcare Plan Eligibility. 8

 Section 8. Eligibility for Lifetime Benefits. 8

ARTICLE XI. MISCELLANEOUS BENEFITS 9

 Section 1. Leave of Absence without Pay. 9

 Section 2. Workers' Compensation. 9

 Section 3. Veterans' Rights and Benefits. 9

 Section 4. Reserve Training. 10

 Section 5. Mileage. 10

ARTICLE XII. GRIEVANCES 10

 Section 1. Purpose. 10

 Section 2. Definition. 10

 Section 3. Steps. 10

 Section 4. Arbitrators' Decision. 11

 Section 5. Scope of Arbitration. 11

 Section 6. Cost of Arbitration. 11

ARTICLE XIII. SENIORITY 11

Section 1. Seniority List.....	11
Section 2. Probationary Period of New Hires.....	11
Section 3. Work Force Reduction.....	12
ARTICLE XIV. JOB POSTING.....	12
Section 1. Job Title Creation.....	12
Section 2. Posting of Job Vacancies.....	12
Section 3. Trial Period for Promoted Employees.....	13
Section 4. Hourly Rate for Job Title.....	13
ARTICLE XV. DISCHARGE AND TERMINATIONS.....	13
Section 1. Termination of Employee.....	13
Section 2. Separation of Employment.....	13
Section 3. Resignation by an Employee.....	13
ARTICLE XVI. GENERAL PROVISIONS.....	13
Section 1. Compliance with State and Federal Discrimination Laws.....	13
Section 2. Entire Agreement.....	13
Section 3. Union Bulletin Board.....	14
Section 4. Bi-Monthly Payroll.....	14
ARTICLE XVII. SEPARABILITY AND SAVINGS.....	14
ARTICLE XVIII. FULLY BARGAINED PROVISIONS.....	14
ARTICLE XIX. DURATION OF AGREEMENT.....	14

PREAMBLE

THIS AGREEMENT entered on this 20th day of JANUARY, 2021, between the County of Passaic (hereafter "County") and the Office of Professional Employees International Union, AFL-CIO, Local 32 (hereafter "Union"), a labor organization representing the professional employees in the County's Department of Health Services (collectively referred to as the "Parties"). This Agreement represents the complete and final understanding of all bargainable issues between the Parties.

ARTICLE I. RECOGNITION

The Board of County Commissioners of the County of Passaic (hereafter "Board"), hereby recognizes the Union as the exclusive bargaining agent for all regularly employed full time and part time professionals, including Environmental Health Specialist, Registered Environmental Health Specialist, Senior Environmental Health Specialist, Right to Know Coordinator, Industrial Hygienist, Health Educator, Field Representative/Health Educator, Registered Environmental Health Specialist Trainee, Senior Registered Environmental Health Specialist, Senior Field Representative Health Educator, Geographic Information Specialist, Public Health Nurse, Senior Public Information Specialist, IT Specialist and Local Information Communications System Coordinator, now employed or to be employed by the County's Department of Health Services, excluding all other employees such as police, craft workers, confidential, managerial executives and supervisors.

Whenever used herein, the term employees shall mean and be construed only as referring to the professional employees of the County Department of Health Services, excluding Environmental Program Coordinator, Supervisor Environmental Health Specialist, Medical Epidemiologist, Partnership Coordinator, and all other County employees are excluded.

ARTICLE II. UNION SECURITY

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

- (a) All present employees who are members of the Union on the effective date of this Agreement can remain a member of the Union in good standing by payment of their regular monthly dues. The County shall comply with N.J.S.A. 34:13A-5.1, commonly known as the Workplace Democracy Enhancement Act, and all amendments thereto.
- (b) It is agreed that at time of hire, newly hired employees who fall within the Union will be informed that they have the chance to join the Union ninety (90) days thereafter.

ARTICLE III. CHECK-OFF UNION FEES

Section 1. Check-Off Dues.

The County agrees it will effectuate the following:

- (a) The County shall deduct from the wages of employees by means of a check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A 52:14-15 9b. The County, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the bi-monthly payroll.

- (b) In making the deductions and transmittals as specified herein, the County 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

ARTICLE IV. MANAGEMENT RIGHTS

The County retains the rights, in accordance with applicable laws and procedures to:

- (a) Direct employees;
- (b) Hire, promote, transfer, assign, and retain employees in positions within the County, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- (c) Relieve employees from duties because of lack of work or other legitimate reasons;
- (d) Maintain the efficiency of the government operation entrusted to them;
- (e) Determine the methods, means and personnel by which such operations are to be conducted;
- (f) Take whatever action as may be necessary to carry out the mission of the County in situations of emergency; and
- (g) Take disciplinary action when an employee fails to comply with reasonable management requests.

ARTICLE V. WORKWEEK

The normal workweek shall consist of seven (7) consecutive hours per day, not inclusive of lunch hour, five (5) consecutive days per week, except where there is a continuous seven (7) day a week operation made necessary because of the nature of the work. The County reserves the right to change hours and/or shifts when it is in the best interest of the County.

ARTICLE VI. HOURS OF WORK

The normal workweek shall be thirty-five (35) hours. Employees shall be entitled to submit a proposed flex work schedule between the hours of 7:00 AM and 5:00 PM to the Director of the County Department of Health Services for a one (1) year period. The Director of the County's Department of Health Services shall have the sole discretion to approve or deny the request based upon operations and management prerogatives.

ARTICLE VII. RATE OF PAY

Section 1. Wages.

- (a) Effective January 1, 2021, all employees shall move one (1) step on the Salary Guide. All employees at max shall receive a two percent (2.00%) cost of living adjustment.
- (b) Effective January 1, 2022, all employees shall move one (1) step on the Salary Guide. All

employees at max shall receive a two percent (2.00%) cost of living adjustment.

- (c) Effective January 1, 2023, all employees shall move one (1) step on the Salary Guide. All employees at max shall receive a two percent (2.00%) cost of living adjustment.
- (d) Effective January 1, 2024, all employees shall move one (1) step on the Salary Guide. All employees at max shall receive a two percent (2.00%) cost of living adjustment.
- (e) Effective January 1, 2025, all employees shall move one (1) step on the Salary Guide. All employees at max shall receive a two percent (2.00%) cost of living adjustment.

Section 2. Longevity.

- (a) All employees are entitled to longevity as required for faithful years of service and shall receive additional compensation as follows:

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

- (b) Longevity will be based upon employment with the County only, excluding time served in the military.
- (c) Employees hired after January 1, 2006 are not entitled to longevity.

Section 3. Overtime Rates.

- (a) Any work performed beyond forty (40) hours in a workweek shall be paid at a rate of one and one half (1 ½) times the regular hourly rate of compensation for all such hours worked.
- (b) Except for the Duty Officer, any work performed on the seventh day of the employee's normal workweek, shall be compensated at the rate of two (2) times the regular hourly rate of compensation for all such hours worked.

Section 4. 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 shall not be removed from a job which the employee has been performing on that day, in order to provide such equitable distribution.
- (b) Overtime distribution shall be within departmental lines only.

Section 5. Higher Classification Pay.

In the event an employee is temporarily transferred to a higher rated position and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification for the period

of the time during which said employee is transferred and performs the duties of the higher rated classification, provided such employee is engaged in the higher rated job after a period of two (2) consecutive weeks.

Section 6. Emergency Call in Salary.

Except for Duty Officers, any employee who is called in to work in excess of the normal workday shall be guaranteed a minimum of one half (1/2) hour in compensation whether or not the full half (1/2) hour was actually worked. Said compensation shall be at double (2) time rate.

Section 7. Duty Officer.

(a) Duty Officers shall be compensated according to the schedule as follows:

Effective January 1, 2021	-	\$700
Effective January 1, 2022	-	\$700
Effective January 1, 2023	-	\$700
Effective January 1, 2024	-	\$700
Effective January 1, 2025	-	\$700

(b) Employees can take either compensatory time or overtime payment, at their discretion, for any work performed beyond the thirty-five (35) hour workweek. Time earned between thirty (35) and forty (40) hours is earned at straight time.

ARTICLE VIII. EDUCATION BENEFITS

With the approval of the Department Head, an employee may attend conferences and/or seminars as related to the increased performance of his/her work. The County will pay all reasonable and necessary expenses including mileage if a personal vehicle is used with the approval of the Department Head. An employee is only entitled to mileage reimbursement for travel related to mandatory training (i.e., training that the employee was directed to attend by the County and/or training that is required for the employee's position). Mileage will be reimbursed at the lesser of the following: (1) from the employee's home to the training; or (2) from the County office to the training.

ARTICLE IX. 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 timerate:

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

Section 2. Eligibility for Holiday Pay.

For an employee to receive holiday pay, he/she must work the last regularly scheduled workday before and the first regular scheduled workday after the holiday, unless the day was preapproved by the Department Head. If an employee calls in sick on the day before or the day after the holiday, he/she must provide a doctor's note upon returning to work in order to be eligible for holiday pay.

Section 3. Holiday's Worked.

Employees who work on any of the above holidays shall be compensated two (2) times their regular rate of pay or given compensatory time. Compensatory time must be taken within ninety (90) days of the time worked. The employee must give at least one (1) days' notice to the County before compensatory time is taken, except in cases of emergency. The Department Head shall retain the right to limit the number of employees taking compensatory time at once.

Section 4. Holiday during Vacation.

If a holiday falls within the vacation period, 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 County, to refuse the holiday pay and to take a workday off.

Section 5. Vacation.

- (a) Vacation days shall accrue at the rate of one (1) day per month for the first year but may not be used during the ninety (90) day probationary period.
- (b) The following vacation schedule shall apply to all Union employees hired on or before December 31, 2005.

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 years or over	22 working days during each year of service

- (c) The following vacation schedule shall apply to all Union employees hired after January 1, 2006:

1-10 years	12 working days during each year of service
11- 15 years	15 working days during each year of service
16-20 years	18 working days during each year of service
21 years or over	20 working days during each year of service

- (d) In the event the employee voluntarily leaves the employ of the County before the vacation period, the employee shall be compensated for any accrued vacation time that may be due to the employee in accordance with the above schedule. Employees shall not accrue vacation time while on an unpaid leave of absence and the vacation time will be adjusted on a prorated basis.
- (e) Vacations shall be taken during the regular vacation period, depending upon the business needs of the Department of Health Services under this Agreement. The Department Head, however, has the

right to limit the number of employees on vacation at any time. A request for more than one (1) year must be approved by the County Administrator. In preparing the vacation schedule, the County shall endeavor to grant vacation based on departmental seniority and classification mix of its employees.

- (f) In the event an employee calls in sick immediately prior to or after a scheduled vacation, the employee may be required to submit medical documentation. If medical documentation is not submitted within ten (10) business days of absence, the employee's pay will be docked.
- (g) Vacation leave not used in a calendar year because of business necessity shall be used during the succeeding year only.

Section 6. Paid Sick Leaves.

- (a) Sick leave shall accrue as set forth in N.J.A.C. 4A:6-1.3. New Employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.
- (b) Part time employees shall be entitled to a proportionate amount of paid sick leave as set forth in N.J.A.C. 4A:3-3.8(e).
- (c) Paid sick days shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.
- (d) Sick leave is to be used only in cases where the employee is ill and unable to work, or in the case of serious illness of a family member. Employees absent on sick leave for five (5) or more consecutive working days must submit a doctor's verification of illness or injury to their Department Head. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required. The County may require an employee to be examined by a physician designated by the County to verify fitness to return to normal duties. In these cases, an employee will not be permitted to return to work until the verification is received.
- (e) At the end of each calendar year, an employee's unused sick time is added to the allotment for the following year. The accumulation continues indefinitely until the time of the employee's retirement, at which time the employee shall be paid for one half (1/2) of their total accumulated unused time, up to twelve thousand dollars (\$12,000.00).
- (f) Advancement of time is prohibited. Employees may carry accrued time forward as set forth above, but in no case may an employee borrow time from a future year.
- (g) Employees who are absent for more than ten (10) working days due to medical reasons will be required to apply for leave under the New Jersey Family Leave Act.

Section 7. Personal Leave.

- (a) Upon completing a ninety (90) day probationary period, employees are entitled to three (3)

personal days per year. One (1) personal day shall accrue on the first day of January, May, and September of each year.

- (b) During an employee's first year of service, personal days accrue at the rate of one (1) day per four (4) months of service.
- (c) Application for such leave must be in writing and submitted to the County at least one (1) day in advance, except in cases of emergency; in such emergency, management may request the employee to provide the Department Head with reasonable documentation.
- (d) It is understood that approval for such leaves will not be unreasonably withheld.
- (e) Any unused personal days are forfeited at the end of each calendar year.

Section 8. Bereavement Leave.

- (a) Employees are entitled to three (3) consecutive calendar days of leave of absence for the death of an employee's immediate relative. Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death of a family member unless approved by the County Administrator. "Immediate Relative" includes spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave. Employees may be asked for proof at the discretion of the Human Resources Department or Administration.
- (b) Bereavement days may be taken within one (1) year of a qualifying death in case a memorial service is planned at a date later in the year. The employee is required to provide documentation before such bereavement leave can be taken immediately following the qualifying death.

Section 9. Jury Duty.

County employees are encouraged to fulfill their civic duty and serve as a juror when summoned by the courts. An employee required to render jury service shall be entitled to be absent from work during that service. If an employee is notified prior to the date of service that they are not required to report to the court, that employee must report to work. Employees summoned to jury duty should notify their supervisor within one (1) week of receiving notice.

Section 10. Leave of Absence without Pay.

- (a) Consistent with N.J.A.C. 4A: 6-1.10, employees may be granted a personal leave of absence for up to six (6) months, at the sole discretion of the County Administrator if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation, sick and compensation leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation, sick, and compensation leave will be without pay or longevity credit. In exceptional circumstances, the County Administrator may extend a leave of absence for an additional six (6) months, if such extension is considered in the best interest of the County.
- (b) Personal leaves are not granted for the purpose of seeking or accepting employment with another County or for extended vacation time. Employees on personal leave of absence for more than two (2)

weeks in any month will not receive holiday pay and will not accrue personal leave, sick leave, or vacation time for that month. Health benefits may also be impacted pursuant to the County Health Benefits Policy. A personal leave is granted with the understanding that the employee intends to return to work for the County. If the employee fails to return within five (5) business days after the expiration of the leave, the employees shall be considered to have resigned.

Section 11. Incremental Use of Accrued Time.

Employees are permitted to use accrued vacation, sick, and personal time in one half (1/2) increments.

ARTICLE X. INSURANCE

Section 1. Medical Benefits.

Employees in the Union, upon completion of a ninety (90) day probationary period, shall be eligible to receive health insurance, prescription insurance, and dental insurance as provided by the County. Co-pays and premiums shall be determined by the plan the employee chooses to join. The County may make several plans available to employees, and the employees can choose said plan during the open enrollment period. Part time employees working at least twenty-four (24) hours or more per week are only eligible for single health care coverage.

Section 2. Chapter 78.

Union employees shall make contributions toward the cost of their health benefit coverage in an amount set forth pursuant to P.L. 2001, Chapter 78, and any amendments thereto.

Section 3. Life Insurance/Accidental Death Policy.

A four-thousand-dollar (\$4,000.00) life insurance/accidental death policy for all active employees.

Section 4. Temporary Disability.

The County agrees to provide a temporary disability plan for all employees in addition to sick pay.

Section 5. Prescription Safety Eyeglasses.

The County agrees that prescription safety eyeglasses shall be provided as required.

Section 6. Out-of-Network Charges.

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

Section 7. Traditional Healthcare Plan Eligibility.

New employees hired after January 1, 2017 shall not be entitled to enroll in the County's Traditional Healthcare Plan.

Section 8. Eligibility for Lifetime Benefits.

New employees hired after January 1, 2017 shall not be entitled to lifetime benefits upon retirement.

ARTICLE XI. MISCELLANEOUS BENEFITS

Section 1. Leave of Absence without Pay.

- (a) Upon making a 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 application shall state the reasons for such request. The County shall evaluate the request against the 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.
- (c) Any employee who is granted a personal leave of absence without pay will be offered COBRA benefits during the leave period.

Section 2. Workers' Compensation.

- (a) Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the New Jersey Workers Compensation Act, N.J.S.A. 34:15-1, et seq., and any amendments thereto. The County covers workers compensation benefits through a self-insured plan. Any occupational injury or illness must be immediately reported to the employee's supervisor and Department Head. All required medical treatment must be performed by a workers' compensation physician appointed by the County Insurance Commission, and payment for unauthorized medical treatment may not be covered pursuant to the Workers' Compensation Act.
- (b) No temporary workers compensation benefits other than the payment of medical bills shall be paid until the employee has been disabled for a period of seven (7) calendar days from the work-related injury. The seven (7) calendar day periods may be individual days, which are not required to be consecutive. If the employee remains disabled beyond the seven (7) day period, he or she will then receive temporary workers compensation disability payment from the first day of their injury. Any sick days which may have been used by the employee during the initial seven (7) day period will be credited to the employee once the temporary disability payments begin.
- (c) While receiving workers compensation benefits, the pension portion of an employee's benefits will still be paid by the County. If, however, an employee is receiving workers' compensation with pay, which is defined as one hundred percent (100%) compensation of salary, the employee is responsible for all deductions including pension.
- (d) The County may assign light duty to an employee who is unable to perform the duties as required in their job title if such light duty is available.

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 County 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 the draft.

Section 4. Reserve Training.

- (a) The County agrees to allow the necessary time, exclusive of weekend training, for any employee in the military reserves to perform the duties required when called on annual training without impairment of said employee's seniority rights or loss of pay for scheduled time lost.
- (b) In accordance with the New Jersey Department of Personnel rules and regulations, the Department Head may change an employee's days off to accommodate reserve training.

Section 5. Mileage.

Mileage will be reimbursed at the Internal Revenue Service rate.

ARTICLE XII. GRIEVANCES

Section 1. Purpose.

The purpose of this grievance procedure is to secure an equitable solution to grievances as defined herein and shall constitute the sole and exclusion method for raising and disposing of same. The Parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any other forum.

Section 2. Definition.

A grievance is defined as a complaint or dispute by an employee with any agent of the County with administrative or supervisory authority over members of the Union, 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.

Section 3. Steps.

- (a) **Step 1.** If any grievance should arise between an employee and his superior, the individual involved, or the shop steward shall present the grievance informally to the superior involved within five (5) business days from the time the employee became aware of the violation. Every effort shall be made by the parties to resolve the grievance informally.
- (b) **Step 2.** If no satisfactory resolution of the grievance is reached within five (5) business days, the employee shall reduce the grievance to writing and submit the grievance in formal written form to the Department Head. The written grievance shall identify the grievant and be signed by him/her. It shall set forth a brief statement of the facts constituting the grievance and the approximate time and place of occurrence of the facts leading to the grievance. The Department Head shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) working days of the grievance.
- (c) **Step 3.** If the grievance is not resolved to the grievant's satisfaction at Step 2 or in the event the Department Head has not served a timely response at Step 2, then within five (5) working

days, the grievant or the Union may appeal the decision to the Director of the Department of Human Resources and/or his/her designee, who shall schedule a conference with the grievant and Union representative within thirty (30) working days and a written answer shall be provided to the grievant and the Union within fifteen (15) working days of the meeting. With respect to all grievances not involving the express terms of this Agreement, the decision of the Director of the Department of Human Resources shall be final and binding.

- (d) **Step 4.** With respect only to those grievances involving the express terms of this Agreement, and in the event the grievance is not resolved to the grievant's satisfaction at Step 3, the grievant must notify the County Administrator in writing of the grievant's intention to submit the grievance to binding arbitration. In the event the County Administrator determines to join in submission to arbitration, then a mutual request shall be submitted to the New Jersey Public Employment Relations Commission (hereafter "PERC"). In the event the County Administrator denied the grievance at Step 3 or has not served a timely response at Step 3, the Union may invoke binding arbitration by submitting a written request to PERC. The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievance as contained in this Article. The arbitrator has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.

Section 4. Arbitrators' Decision.

The arbitration award shall be final and binding on all parties.

Section 5. Scope of Arbitration.

The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievance as contained in this Article. The arbitrator has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.

Section 6. Cost of Arbitration.

The cost of arbitration shall be borne equally by both Parties.

ARTICLE XIII. SENIORITY

Section 1. Seniority List.

The County shall establish and maintain a seniority list, by classification, of employees, names, and dates of employment from date of last hire on a departmental basis, with the employee with the longest length of continuous and uninterrupted classification service to be placed at the top of the 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 County.

Section 2. Probationary Period of New Hires.

- (a) Newly hired employees are probationary for the first ninety (90) days of their employment. Other than seasonal and temporary employees, new employees retained beyond the ninety (90) days shall be considered regular employees and their length of service with the County shall begin with the original date of their employment and their names will be placed on the Seniority List as set forth

in Section 1 of this Article. The Seniority List shall be kept up to date with additions and subtractions as required.

- (b) During the probationary period, the County may discharge an employee for any reason whatsoever. An employee discharged during its probationary period shall not have recourse to the grievance procedure as set forth in the Agreement. The County shall have no responsibility for the reemployment of probationary employees if they are dismissed during the probationary period.

Section 3. Work Force Reduction.

- (a) The County agrees that it will not engage any new employees unless all the regular, full time employees are working the scheduled hours noted in this Agreement, in accordance with the job classification.
- (b) In the reduction or restoration of the work force, the County agrees to either reduce or restore the workforce based upon classification and length of service with the County. The employee with the least seniority shall be laid off first. In rehiring, the last employee laid off shall be the first to be rehired.
- (c) In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the process shall be governed by N.J.A.C. 4A:8-1.1, et seq.
- (d) An employee's seniority shall cease under the following conditions:
 - i. Resignation;
 - ii. Termination of employment by the County for cause;
 - iii. Failure to report to work; or
 - iv. A layoff of more than twelve (12) consecutive months.

ARTICLE XIV. JOB POSTING

Section 1. Job Title Creation.

If new jobs are created or if permanent vacancies occur in a higher rated position, the County 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 County, said employee may institute a meeting with the Department Head within three (3) calendar days after the notification of the selection is made; however, the decision of the Department Head shall not be made subject to the grievance procedure.

Section 2. Posting of Job Vacancies.

The County agrees to post a notice of new jobs or vacancies on the bulletin board for a period of ten (10) business days. Such notice shall contain a description of the job, the rate of pay, and when the job will be available. Departmental employees interested, to be eligible, must sign the notice. Preference will be granted based on departmental seniority, provided the applicant has the necessary skills and ability to perform the work required. All qualified employees that express an interest in a vacant position and that sign the posted job notice shall be granted an interview. If an employee is a successful applicant, said employee will be notified within five (5) days after the expiration of the ten (10) working days, as required in (a) above.

Section 3. Trial Period for Promoted Employees.

Any employee selected to fill a job as outlined in Section 2 shall be granted a trial period of up to three (3) months. If it shall be determined by the County at any time after the first thirty (30) calendar days of the trial period 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 began 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 4. Hourly Rate for Job Title.

The County 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 County shall jointly study the new or changed job title and its relationship to the other job titles in the County'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 XV. DISCHARGE AND TERMINATIONS

Section 1. Termination of Employee.

The County 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 County shall jointly study the new or changed job title and its relationship to the other job titles in the County's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly wage rate accordingly.

Section 2. Separation of Employment.

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

Section 3. Resignation by an Employee.

Employees who resign will resign in writing, if possible, at least two (2) weeks prior to the effective date of the resignation, to provide sufficient time for appointing and training the employee's successor.

ARTICLE XVI. GENERAL PROVISIONS

Section 1. Compliance with State and Federal Discrimination Laws.

It is agreed that the Parties hereto will comply with all State and federal discrimination laws, and that no employee shall be discriminated against because of Union activities.

Section 2. Entire Agreement.

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

Section 3. Union Bulletin Board.

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

Section 4. Bi-Monthly Payroll.

Effective January 1, 2017, the County, at its sole discretion, can change from bi-weekly payroll to a bi-monthly payroll.

ARTICLE XVII. SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, the balance of the provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. Upon request of either party, the County and Union agree to meet and renegotiate any provisions so affected.

ARTICLE XVIII. FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the Parties of all bargainable issues which were or could have been the subject of negotiations. The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall not be modified in whole or in part by the Parties except by an instrument in writing executed by both Parties.

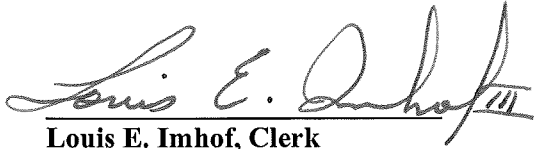
ARTICLE XIX. DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2021 and shall continue in full force and effect until December 31, 2025 and shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least ninety (90) days prior to the expiration date to change, modify, or terminate this Agreement. In such cases, the parties shall endeavor to negotiate a new Agreement within ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the Parties intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement as of the day and year first above written.

Attest:

COUNTY OF PASSAIC

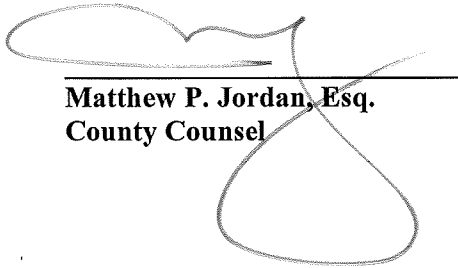


Louis E. Imhof, Clerk
Board of County Commissioners



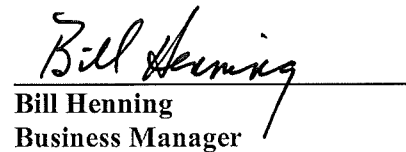
Cassandra Lazzara, Director
Board of County Commissioners

AS TO FORM AND LEGALITY:

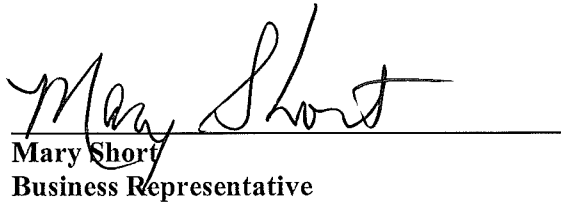


Matthew P. Jordan, Esq.
County Counsel

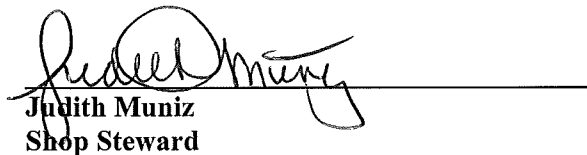
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO,
LOCAL 32



Bill Henning
Business Manager



Mary Short
Business Representative



Judith Muniz
Shop Steward