

AGREEMENT

BETWEEN

COUNTY OF PASSIAC

AND

LOCAL 911, INTERNATIONAL UNION OF
PRODUCTION, CLERICAL & PUBLIC EMPLOYEES
(Buildings and Grounds Supervisor)

MARCH 1, 2004 THROUGH DECEMBER 31, 2007

Prepared by: **GENOVA, BURNS & VERNIOIA**
Eisenhower Plaza II, Suite 2575
354 Eisenhower Parkway
Livingston, New Jersey 07039-1023
Special Labor Counsel

TABLE OF CONTENTS

ARTICLE 1.	RECOGNITION	3
ARTICLE 2.	UNION SECURITY	3
ARTICLE 3.	CHECK-OFF OF UNION FEES	3
ARTICLE 4.	MANAGEMENT RIGHTS	5
ARTICLE 5.	WORKWEEK.....	5
ARTICLE 6.	HOURS OF WORK.....	6
ARTICLE 7.	RATES OF PAY	6
ARTICLE 8.	PAY FOR TIME NOT WORKED	9
ARTICLE 9.	VACATION.....	10
ARTICLE 10.	PAID SICK LEAVE	11
ARTICLE 11.	PERSONAL LEAVE.....	12
ARTICLE 12.	BEREAVEMENT LEAVE PAY.....	12
ARTICLE 13.	JURY DUTY.....	12
ARTICLE 14.	NON-CASH BENEFITS	13
ARTICLE 15.	UNIFORM & SAFETY EQUIPMENT.....	13
ARTICLE 16.	MISCELLANEOUS BENEFITS.....	15
ARTICLE 17.	GRIEVANCE PROCEDURE.....	16
ARTICLE 18.	SENIORITY.....	17
ARTICLE 19.	STAND-BY PAY	18
ARTICLE 20.	JOB VACANCIES, NEW JOBS CREATED.....	18
ARTICLE 21.	FORCE REDUCTION.....	19
ARTICLE 22.	DISCHARGE.....	20
ARTICLE 23.	TERMINATIONS.....	20
ARTICLE 24.	WORKING TEMPERATURE	20
ARTICLE 25.	GENERAL PROVISIONS	20
ARTICLE 26.	DURATION OF AGREEMENT	21
APPENDIX	A, B, C, D, E, F, G	22

THIS AGREEMENT made and entered into on this day of , 2004, by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF PASSAIC, hereinafter referred to as the “EMPLOYER”, and LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL & PUBLIC EMPLOYEES, with its principal place of business located at 28 Essex Street, Lodi, New Jersey, a labor organization representing all General Supervisors, Supervisors and Assistant Supervisors in the County, 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 General Supervisors, Supervisors, and Assistant Supervisors in the County. Any employee in the bargaining unit who has not become a member of the Union will have to either become a member in good standing or pay the Representation Fee as provided in Article 3, Section 2 of the Agreement.

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. Effective March 1, 1998, all new employees hired on a part-time basis shall be placed on a working test period time twice that of regular full-time employees.

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 FEES

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 2nd salary paid to each employee during the month and such deduction made the 1st 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. This Article shall become effective as of July 1, 1980.

B. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 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.

C. (1) Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be up to 85% of that amount.

C. (2) In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at up to 85% of that amount solely because that is the maximum presently allowed by law.

D. (1) 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. (2) 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) Thirty (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 ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

D. (3) 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.

D. (4) 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.

D. (5) On or about the last day of each month, beginning with July 1, 1984, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. (6) Local 911 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 Local 911 shall be available to all employees in the unit on an equal basis at all times. In the event Local 911 fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.

D. (7) 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 workforce, (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 Agency.

ARTICLE 5. WORKWEEK

Section 1. The workweek shall be Monday through Friday, Tuesday through Saturday and Sunday through Thursday, eight (8) hours per day.

Section 1(a). The Tuesday through Saturday and Sunday through Thursday workweek is for employees hired after January 1, 1990.

Section 2. Golf Course Supervisors hired prior to January 1990, shall work a normal work week of five (5) days, Monday through Friday. Any work performed over eight (8) hours in any day shall be paid at time and one half (1-1/2) the employee's regular hourly rate. Golf

Course employees who work on a Saturday and/or Sunday shall receive compensatory time off at time and one half (1-1/2), such as six (6) hours pay for four (4) hours worked on a Saturday or Sunday.

ARTICLE 6. HOURS OF WORK

A. PUBLIC BUILDINGS EMPLOYEES

Shift "A"	7:00 a.m. to 4:00 p.m.
Shift "B"	3:00 p.m. to 12:00 a.m.
Shift "C"	11:00 p.m. to 8:00 a.m.

B. ROAD DEPARTMENT

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

C. CAMP HOPE

Effective October 25, 2004, 7:00 a.m. to 3:30 p.m.

D. All employees shall be entitled to one-half (1/2) hour lunch period.

E. PART-TIME In the event part-time hours may be needed, management reserves the right to create the appropriate part-time hours needed to maintain the efficiency of the department.

ARTICLE 7. RATES OF PAY

Section 1. The salary guide shall be adjusted as agreed by the parties as reflected in the document attached hereto as Exhibit 1. The salary guide shall be effective as of March 1, 2004. All movement of employees on the guide shall be made initially. The agreed upon annual salary percentage increase shall be calculated at the employees' new guide placement. Longevity for these employees entitled thereto shall then be added.

Section 2(a). Effective and Retroactive to March 1, 2004, all employees in the bargaining unit shall receive an increase of two and one-quarter percent (2.25%) added to their base salary.

Section 2(b). Effective March 1, 2005, all employees in the bargaining unit shall receive an increase of two and one-half percent (2.5%) added to their base salary.

Section 2(c). Effective March 1, 2006, all employees in the bargaining unit shall receive an increase of two and one-half percent (2.5%) added to their base salary.

Section 3. Effective October 25, 2004, the Camp Hope Food Supervisor will be placed on Level 19, Step 1. Effective January 1, 2005, the Camp Hope Food Supervisor will be moved to Level 19FA, Step 2.

Section 4. Overtime Rates

A. Any employee who works more than eight (8) hours in any given day shall be paid at the rate of one and one-half (1-1/2) times the employees regular rate of pay.

B. Monday through Friday. Any employee who works on Saturday shall be paid one and one-half (1-1/2) times the employees regular rate of pay. Any employee who works on Sunday shall be paid two (2) times the employees regular rate of pay.

C. Tuesday through Saturday. Any employee who works on Sunday shall be paid one and one-half (1-1/2) times the employees regular rate of pay. Any employee who works on Monday shall be paid two (2) times the employees regular rate of pay.

D. Sunday through Thursday. Any employee who works on Friday shall be paid one and one-half (1-1/2) times the employees regular rate of pay. Any employee who works on Saturday shall be paid two (2) times the employees regular rate of pay.

E. The Tuesday through Saturday and Sunday through Thursday workweek is for employees hired after January 1, 1990.

F. No employee in the Bargaining unit shall be assigned to take compensatory time off in lieu of pay without approval of Local 911, I.U. of P.C.P.E., Business Agent.

Section 5. 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 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 6. 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.

C. No employee working under the jurisdiction of this contract shall work more than sixteen (16) hours in any given work day that includes snow removal emergency work.

Section 7. Meal Allowance

When an employee is required to work in excess of ten (10) hours or more, said employee shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period and shall be granted an additional one-half (1/2) hour lunch period at no loss of pay for each five (5) hours over the above mentioned ten (10) hours. Meal allowance is to be paid by the Employer as follows:

February 1, 2004 through December 31, 2007 - \$7.00 plus one-half (1/2) hour paid lunch period.

Section 8. If an employee is called in on emergency work or snow removal and the said employee works until his regular starting shift the next day, 7:00 a.m., the said employee shall be entitled to go home for one-half (1/2) hour and come back to work with no loss of pay.

Section 9. Seasonal Employees

Except in case of vacation and/or emergency or in the event of performance on an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week, the duties of employees in the bargaining unit, nor shall seasonal or part-time employees be hired or retained if regular permanent employees are on a temporary lay-off due to a reduction in force.

Section 10. Higher Classification Pay

A. In the event an employee is temporarily transferred to a higher rated position for more than three (3) days and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification.

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

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

Section 11. Longevity

A. Longevity benefits for all newly hired County employees as of August 30, 1993 shall be calculated for County of Passaic time only with the exception of Saturday time (Military).

- 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 newly hired County employees as of March 1, 2004 shall be calculated for County of Passaic time only with the exception of Saturday time (Military). Employees hired after March 1, 2004 shall enjoy the following longevity schedule:

- 2% of base pay after 8 years of service
- 4% of base pay after 12 years of service
- 6% of base pay after 18 years of service
- 8% of base pay after 22 years of service
- 10% of base pay after 25 years of service

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:

- | | |
|---------------------------|---------------------------|
| New Years Day | Columbus Day |
| Martin Luther Kings B’Day | Election Day |
| Lincoln’s Birthday | Veterans Day |
| Washington’s Birthday | Thanksgiving Day |
| Good Friday | Friday After Thanksgiving |
| Memorial Day | ½ Day Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | ½ Day New Years Eve |
| Employees Birthday | |

Section 2. Eligibility

The employees, to be eligible for holiday pay, must work the last regularly scheduled workday before and the first regularly scheduled work day after the holiday, unless the day is an excused day with pay.

Section 3. Holidays Worked

Employees who work on any of the above holidays shall be compensated for such work at three (3X) times the employees regular rate, which includes the holiday pay, for all hours worked. All employees who work Election Day and the day after Thanksgiving will receive time and one-half (1-1/2) plus the holiday.

Employees not regularly scheduled who are called in on a holiday shall receive time and one-half (1-1/2 x) the employees regular rate, plus the 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.

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:

1 - 5 years	12 working days per year
6 - 10 years	15 working days per year
11 - 15 years	18 working days per year
16 - 20 years	20 working days per year
20 - years & over	22 working days per year

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.

Section 2. The vacation schedule shall be posted on the bulletin board by the Employer not later than April 30th 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.

It is the policy of Passaic County, that employees may only carry one year accumulated vacation time. Therefore, an employee must use one years vacation benefit in a calendar year.

If vacation time is used in advance, by an employee, that employee must reimburse the County for advanced time taken in the event the employee terminates employment or is placed on leave without pay status.

Section 3. Newly hired employees as of March 1, 2004 shall accrue 0.83 vacation days per month in their first year of service. Newly hired employees as of March 1, 2004 shall be entitled to vacation with pay in accordance with the schedule of days of entitlement as follows:

1 – 5 years	10 working days per year
6 – 10 years	12 working days per year
11 – 15 years	15 working days per year
16 – 20 years	18 working days per year
20+ years	20 working days per year

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.

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. All employees who are absent are responsible to call in and indicate the reason for their absence within one hour prior to their starting time. Calls from anyone other than the employee will not be accepted. The employee must call in each day unless a doctor's note is submitted. 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. The form should be returned to the department head within five (5) days. Employees who have exhausted their benefits, will be placed on a leave of absence without pay. The employee must contact the Personnel Department to inquire into disability benefits and COBRA benefits. All employees returning from a medical leave of absence must submit documentation from a physician indicating the employee is capable of performing their duties. All employees returning from a medical leave of absence must notify their Supervisor and the Personnel Office in writing upon returning to work.

Section 4. Upon retirement from the County, 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.

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. Application for such leave must be in writing and submitted to the Employer at least three (3) days in advance unless of an emergency. Personal leave must

be with the approval of the employer. Employees shall accrue one (1) personal day every four (4) months.

Section 2. It is understood that approval for such leaves will not unreasonably be withheld, however, it is further understood, for business reasons, employees of the Road Department may be denied such days after November 1st through February 15th. If personal days are granted from November through December, the employee may only use one each month, unless otherwise approved by the Supervisor.

Section 3. The County will contribute fifty (50%) percent of the Disability Plan premium and the employee will contribute fifty (50%) percent.

ARTICLE 12. BEREAVEMENT LEAVE PAY

Employees covered by this Agreement shall be allowed four (4) consecutive workdays 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 purpose 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, or a member of the immediate family of the employee. Documentation may be required establishing death.

Employees covered by this Agreement shall be allowed two (2) consecutive workdays off with pay at the employee's straight time pay for each situation where a death occurs to an aunt or uncle of the employee.

Bereavement benefits must be used within one (1) week of the funeral. In extenuating circumstances, management will review each incident individually and shall not unreasonably deny time.

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.

ARTICLE 14. NON-CASH BENEFITS

Section 1. Health Benefits

A. All new employees will be in the Horizon Blue Cross/Blue Shield Wraparound Health Benefits. All employees will be enrolled in Pre-admission Review and Catastrophic Case Management.

B. The County provides the Hospitalization and Major Medical Insurance.

The County provides the Dental Insurance for all employees, excluding family coverage.

C. If the County provides an Optical Plan, Family Dental or any other health benefit to any of their employees, then Local 911 employees shall receive those benefits without reopening the contract. In the event the County approves a voluntary family dental plan for the families of Passaic County employees, the cost difference between the current County dental plan and the family plan shall be paid by the employee. The County will make that plan available to the employees of this Unit. In the event the County does not approve such a plan the County will work with Local 911 to administer a family dental plan for Unit employees available through Local 911. In the event the County covers the additional amount for family dental coverage for other units, Local 911 Unit members shall receive such coverage.

D. The County will furnish at its own cost a prepaid prescription plan at a co-pay of \$5.00 for non-generic drugs. Coverage will include family members.

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

F. In accordance with County policy, part-time employees, working 24 to 39 hours, shall receive single coverage for health insurance, prescription and dental insurance. Benefit days shall be pro-rated on a monthly basis. Employees transferred from full-time to part-time shall receive benefits previously in place.

ARTICLE 15. UNIFORM & SAFETY EQUIPMENT

Section 1. The County shall provide rental uniforms for all employees. The County will make every effort to ensure that the uniform vendor complies with all the terms of its contract with the County, to provide clean, pressed and serviceable uniforms. Lockers will be provided.

Section 2. Work gloves shall be provided as required, weather gear, shields and goggles shall be provided as necessary. Upon prior written approval of the Director, the County shall reimburse employees for tools purchased by the employee pursuant to this section provided prior written approval is obtained and a receipt is submitted.

Section 3. The County will set up a committee with the Union Representative to establish a dress code.

Section 4. 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 5. The Employer shall provide a one hundred fifty dollar (\$150.00) voucher per year to be provided towards the purchase on one (1) pair of work shoes. All employees in the Bargaining unit shall receive a shoe allowance each year of the contract, with a salvage clause. New employees shall be pro-rated on the shoe allowance. This benefit does not apply to the Camp Hope Food Supervisor.

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 County of Passaic will administer Workers Compensation Benefits pursuant to N.J.S.A. 34:15-12 and N.J.S.A. 34:15-14. Employees who are physically capable of returning to light duty will be assigned to a light duty task when such light duty task is available. Light duty will be mutually agreed upon between the Department Head and employee.

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.

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.

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 County Administrator. The County Administrator shall within ten (10) working days thereafter given 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 County Administrator. Within ten (10) 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 ten (10) working days thereafter.

3. If the decision given by the County Administrator to the Union does not satisfactorily settle the grievance, the Union shall notify the County Administrator within ten (10) working days, of its desire to meet with the County Administrator, who shall meet with a representative of the Union within ten (10) 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 County Administrator 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, subject to the provisions of the statute 2A:24-8, VACATION OF AWARD AND REHEARING (ET SEQ.). The parties' grievance procedure shall comply with N.J.S.A. 34:13A-5.3.

Section 5. The arbitrator shall have 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 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 this 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. New employees hired on a part-time basis shall be placed on a working test period twice that of regular employees.

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 ten (\$10.00) 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 twenty (\$20.00) 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, on a rotating basis.

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.

Section 5. Federal and State Funded Program Employees

In accordance with PERC determination in re: Passaic County Board of Chosen Freeholder, RO-77-152, 1977, such employees who are hired by the Employer under specially funded programs, although supplement to the regular work force, are public employees within the meaning of the "Act".

The Union and the Employer agree that such supplement employees shall be folded into a seniority roster separate and apart from regular County employees for the purpose of layoff, transfer, promotion and demotion.

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 vacancies on the bulletin board for a period of five (5) 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 five (5) working days after the expiration of the five (5) 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 after the first ninety (90) 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 begins the trial period.

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. In the event of staff reductions, the layoff procedures will be in accordance with Chapter 8 of the N.J. Administrative Code. 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 days.
3. Lay-off of more than twelve (12) consecutive months.

ARTICLE 22. DISCHARGE

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.

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 of 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. The parties agree to abide by all State and Federal laws prohibiting discrimination.

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 notice. The Union shall provide a copy of all such notices to the Employer prior to posting.

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 in the a.m. and a fifteen (15) minute rest period in the p.m.

Section 6. All previous benefits shall remain in effect.

Section 7. The County will be implementing an Alcohol and Drug Testing Policy. The Union recognizes the County's right to implement such a policy so long as the County agrees to negotiate certain aspects of this policy with the Union which may be negotiable.

ARTICLE 26. DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on March 1, 2004 and shall continue in full force and effect until December 31, 2007, 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 _____, 2004.

COUNTY OF PASSAIC

LOCAL 911, INTERNATIONAL UNION
OF PRODUCTION, CLERICAL &
PUBLIC EMPLOYEES

BY: _____

COMMITTEE:

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 in.

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 EDUCATION FUND

The Employer agrees to contribute one cent (\$.01) per hour to Local 911 Educational Program for all hours an employee receives pay. Such Fund is to be administered in accordance with the Local 911, I.U. of P.C.P.E. Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees.

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 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m.

APPENDIX F

The parties have agreed and shall include in the new agreement a provision that if an employee is required to work sixteen (16) or more consecutive hours 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 provision 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.