

AGREEMENT

BETWEEN

**PASSAIC COUNTY BOARD OF CHOSEN FREEHOLDERS
PASSAIC COUNTY YOUTH DETENTION CENTER**

AND

**COMMUNICATION WORKERS OF AMERICA, AFL-CIO
LOCAL 1032
SUPERVISORS**

JANUARY 1, 2003 through DECEMBER 31, 2006

**Prepared By:
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354 Eisenhower Parkway
Eisenhower Plaza II Suite 2575
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PREAMBLE

THIS AGREEMENT between the County of Passaic, New Jersey, a Public Employer (hereinafter referred to as the “County or Employer”) and the Communications Workers of America Local #1032 (hereinafter referred to as the “Union”) has for its purpose the promotion of harmonious relations between the Employer and its employees; the establishment of an equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment satisfactory to both parties, and to avoid interruption or interference with the efficient operation of the Employer, which operation is essential to the well being of the citizens of the County of Passaic.

1.0 MANAGEMENT RIGHTS

1.1 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 agency, and to suspend, demote, discharge or take disciplinary action against employees with just cause, (c) relieve employees from duties because of lack of work or for other legitimate reasons, (d) maintain the efficiency of the government operations entrusted to them, (e) determine the methods, means and personnel by which such operations are to be conducted and (f) take whatever action as may be necessary to carry out the mission of the agency in situations of emergency, (g) take disciplinary action when an employee fails to comply with reasonable Management requests.

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

2.0 RECOGNITION

2.1 The County hereby recognizes the Communications Workers of America as the exclusive and sole representative for the purpose of collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees of the County employed at the Passaic County Department of Youth Services, Youth Center as:

Supervising Juvenile Detention Officer
Training Officer

2.2 Unless otherwise indicated, the term “employee” under this Agreement refers to the above titles represented by Communications Workers of America, excluding all non-supervisory employees, confidential employees, managerial employees and all other employees.

2.3 It is further understood that any other titles assigned in the future covering job performances and/or duties, whether changed by Civil Service Audit or other means, shall be included in the bargaining unit.

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

3.0 **WORKWEEK**

3.1 All employees covered by this Agreement having titles classified as full time Supervising Juvenile Detention Officers shall have a workweek consisting of four (4) consecutive days, Sunday through Saturday, with two (2) consecutive days off. Past practice of rotating schedules shall be continued so that every sixth week each employee shall have a week-end of Saturday and Sunday off.

3.2 The parties agree that the position of Training Officer will be required to work a five (5) days on, two (2) days off, work schedule when required by management to train new recruits.

4.0 **HOURS OF WORK**

4.1 The basic hours of work for all employees in the continuous workweek shall be from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. for each shift respectively. The Employer will provide a one hour lunch period. Effective January 1, 2005, the lunch period will be 30 minutes.

4.2 Each employee will receive one ten (10) minute rest break during his shift.

4.3 If an employee is required to work longer than the normal workday, he shall be paid at his regular hourly rate, except that all hours in excess of eight (8) in a workday or forty (40) hours during the particular workweek shall be at a rate of one and one-half (1 1/2) times the regular hourly rate. Overtime shall be paid within the next pay period. All mandatory work after eleven (11) minutes will be paid a guarantee of at least one half (1/2) hour. Late employees will be docked and disciplined in accordance with the late time policy. Employees are required to attend monthly management meetings while off duty. If, as a result of their attendance at the monthly meeting, employees work over forty (40) hours in the work week, they will receive compensatory time at the rate of 1.5 times the total time worked over forty (40) hours.

4.4 Employees working on shifts whose hours fall between 3:00 p.m. and 7:00 a.m. shall receive, in addition to their regular pay, an additional ten (10%) percent of their regular hourly rate as night differential. All employees hired after January 1, 1984 shall receive a night differential of .75 per hour. All employees hired prior to January 1, 1984 will continue to receive the 10% night differential. Night differentials will not be paid on extended leaves of absence.

4.5 Any employee not scheduled to work and at the request of the Employer, works on a holiday, shall be remunerated at the rate of three (3) times the regular rate: Holiday pay plus double time for every hour worked.

4.6 All employees regularly scheduled to work on a holiday shall be compensated as follows: Holiday pay plus four (4) hours pay (1 1/2) plus an additional eight (8) hours in compensation

time to be taken with approval of the Youth Services Director within ninety (90) days. An employee prior to the ninety (90) days can choose to take his/her earned additional compensation time as per this article in payment if he submits his/her request at least one pay period in advance. Payments of less than eight (8) hours will not be honored. In the event the employee chooses not to exercise this option, he/she will receive payment for the compensation time earned under this clause on the first pay cycle following the ninety (90) day period. In order to be eligible for holiday pay, the employee must work the last regularly scheduled workday before the holiday, and first regularly scheduled workday after the holiday.

4.7 DISTRIBUTION OF OVERTIME - Overtime work will be distributed as equally as possible among employees within the same classification in accordance with the following procedure:

1) Voluntary overtime shall be offered on a seniority rotation basis within the job classification: the assignment being offered to the most senior employee first and the least senior employee last. Refusal of the offer of an overtime assignment shall result in that employee reverting to the bottom of the list. Assignments shall be made from a seniority list on which employees who do not wish to be considered for voluntary overtime shall so indicate in writing.

2) In the event that manpower needs cannot be met with the voluntary assignment of overtime, overtime shall be assigned involuntarily from an in house mandatory list.

3) There shall be one voluntary list, one mandatory list, and one holiday list.

5.0 COMPENSATION

5.1 Effective and retroactive to January 1, 2003, Supervising Juvenile Detention Officers' and Training Officers' base salary shall be increased three (3.0%) percent.

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5.4 Effective January 1, 2006, Supervising Juvenile Detention Officers' and Training Officers' base salary shall be increased three (3.0%) percent.

5.5 All Supervising Juvenile Detention Officers' and Training Officers' shall receive a payment of \$1850 (on base) for 2003, \$1950 (on base) for 2004, \$2050 (on base) for 2005 and \$2150 (on base) for 2006.

5.6 The parties agree that there are no steps or automatic step increments provided to Supervising Juvenile Detention Officers or the Training Officer.

5.7 SPECIAL COMPENSATION - Employees shall be compensated an additional \$1,000

per year stipend after having completed and being certified for completion of Emergency Medical Technician training. This additional \$1,000 will cease immediately if the employee fails to maintain certification and provide proof of such certification upon request. The employee must utilize the emergency certification for the benefit of the facility.

5.8 LONGEVITY

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

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

Effective January 1, 1992 longevity benefits for all new County employees shall be calculated for county time only with the exception of statutory time. (Military)

6.0 BENEFITS PACKAGE

6.1 VACATION - All employees covered under this agreement shall be governed by the County Vacation Policy as per **APPENDIX A**.

6.2 SICK LEAVE

Every employee covered by this Agreement shall earn payment for absence due to illness at the rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month. The fifteen (15) sick days shall be credited on January of each year for those on the payroll for more than twelve (12) months. All those employed for less than twelve (12) months will accrue 1 1/4 days per month.

In order to ensure that the members of this bargaining unit are familiar with the sick leave procedures, the sick leave policy will be redistributed and in serviced to the membership.

6.2.1 Unused sick days shall be cumulative from year to year.

6.2.2 Request for sick leave of absence shall be made by using Passaic County Form 100.

6.2.3 All employees covered under this agreement shall be governed by the County Attendance Policy as per **APPENDIX B**.

6.2.4 The Director must monitor the attendance cards for any type of patterning abuse and/or excessive absenteeism.

1. Patterning - Patterning is defined as the repeated use of sick days in conjunction with days off, before, after and on a holiday, or calling-in on the same day(s) of the week.

2. Excessive Use of Sick Time - Excessive use of sick time is determined when an employee has exhausted all of his/her sick time. In accordance with Civil Service Rules, the Director has the right to request a physician's note for one day if the Director feels there is "just cause" for the request.

3. Abuse of Sick Time - An employee is considered to be abusing sick time when the benefit is used for other than what it is intended (IE: sick day for shopping).

4. Disciplinary Proceeding - Violation of Departmental Policy regarding absenteeism includes excessive use, patterning and abuse of sick time. Employees should be disciplined in accordance with the established procedures. Also, any violation of the absenteeism policy should be noted on the employee performance evaluation.

6.2.5 Effective January 1, 2005, employees that utilize no more than five (5) sick days of the annual fifteen (15) sick days as of the last pay period before Christmas will be entitled to cash in five (5) unused sick days. The employee will be paid for the five (5) redeemed sick days in the pay period immediately before Christmas. In the event the employee does not report to work between Christmas and the end of the calendar year, the employee shall reimburse the County in total for the redeemed sick days. Employees hired after January 1st of a given year are ineligible for the Sick Leave Incentive during the calendar year in which they were hired.

6.2.6 Effective January 1, 2005, any employee that maintains perfect attendance throughout the calendar year will receive a \$500 payment (not on base) in January of the year following perfect attendance. Employees with perfect attendance may cash in five (5) sick days in accordance with Paragraph 6.2.5. Employees hired after January 1st of a given year are ineligible for the Sick Leave Incentive during the calendar year in which they were hired.

6.3 **PERSONAL LEAVE**

Every employee covered by this Agreement shall be allowed a maximum of three (3) days personal leave per year with pay provided that the Director is notified of such leave request three (3) days in advance thereof, except in emergency situations. Such personal leave shall not be cumulative from year to year. The County shall not unreasonably deny a request to take all three (3) personal days at the beginning of the year.

6.4 **BEREAVEMENT LEAVE**

Every employee covered by this Agreement shall be allowed three (3) days per year bereavement leave for use in the event of death in the immediate family of the employee.

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

6.4.2 Every employee shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

6.4.3 Bereavement leave shall not be cumulative from year to year.

6.4.4 The bereavement leave will be extended to cover more than one family member during a twelve month period as the need arises.

6.5 **HOLIDAYS** - The following days are recognized paid holidays:

New Year's Eve (1/2 Day)	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day and Day after
Good Friday	Christmas Eve 1/2 Day
Memorial Day	Christmas Day
Independence Day	

6.5.1 Any additional days off granted by the Board of Freeholders shall be extended to the employees covered by this Agreement.

6.5.2 Holidays which fall during an employee's approved vacation or paid sick leave, that employee shall be granted the holiday with pay at a time mutually agreed to between the employee and employer.

6.6 **INSURANCE**

All new employees will be incorporated in the Horizon Blue Cross/Blue Shield Wrap/Around Health Insurance Program. All existing employees currently on the payroll will be incorporated into the Horizon Blue Cross/Blue Shield Wrap/Around Health Insurance Program. All employees will be enrolled in the Pre-Admission Review and Catastrophic Care Management. The Employer will provide medical, hospitalization, major medical insurance coverage and life and dental insurance for each employee covered by this Agreement as such coverage is presently in effect. This coverage shall be the maximums provided to the other County employees. The County will provide a family drug plan with a five dollar (\$5.00) co-payment for name brand prescription drugs and no co-payment for generic prescription drugs.

6.7 All benefits provided to employees of Passaic County, according to past practice, shall go into effect after 90 days of employment. (Insurance and Benefit days)

7.0 **MISCELLANEOUS BENEFIT PACKAGE**

7.1 **TERMINATION PAY** - All employees shall, upon retirement, receive payment for accumulated sick time in accordance with rules promulgated by the Board of Freeholders. These benefits are 50% of the accumulated sick time subject to a maximum amount of \$12,000.

7.2 **DUES CHECK OFF** - The employer agrees to deduct Union monthly membership dues

from the pay of those employees who have authorized such deductions in writing pursuant to N.J.S.A. 52:15-15.SE. The amounts so deducted shall be forwarded to the Union with a list of all names of the employees for whom the deductions are made, by the 10th day of the succeeding month after which such deductions are made, to the following address:

**Treasurer
CWA Local 1032
67 Scotch Road
Ewing, N.J. 08628**

Dues deductions for any employee in the bargaining unit shall be limited to the Communications Workers of America, the majority representative, and the employee shall be eligible to withdraw such authorization only as of July 1st of each year, provided such notice has been timely filed. The Employer further agrees to institute an agency fee deduction from the pay of each represented employee who does not join the union. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions taken by the County in reliance upon agency fee deductions/dues deductions and/or information concerning the names of the employees and the amount of dues or agency fees to be deducted.

7.3 PROMOTIONS - In the event any new positions in the department covered by this Agreement become available, promotional or otherwise, each employee shall be afforded the opportunity to compete for such openings. The working test period of promotions shall be in accordance with the New Jersey State Administrative Code.

7.3.1 Notice of all openings shall be posted in all places of employment for ten (10) working days prior to the filling of the vacancy.

7.3.2 Such posting shall include complete and full details of the opening relative to qualification, specification and salary.

7.3.3 All represented employees shall have full and equal opportunity to compete for any such position based on ability to meet the required qualifications.

7.3.4 New or promotional job openings shall be awarded on the basis of qualification, ability to perform, seniority and in accordance with Civil Service Rules and Regulations.

7.4 WORKER'S COMPENSATION - The County of Passaic will provide 100% compensation for any employee sustaining any work related injury for the first seven (7) days, and thereafter on the eighth (8) day will administer the Workers Compensation Benefits pursuant to N.J.S.A. 34:15-12 (70% of wages). Employees who are physically capable of returning to light duty will be assigned by Administration to a light duty task. It is understood that a seven day waiting period for temporary disability will not be enforced. The Union Management Committee shall examine all work-connected illness or injury reports for the purpose of determining what recommendations might be made for changes in operational practices which may contribute to a safer and healthy work environment.

7.5 **MATERNITY LEAVE** - Maternity leave will be in accordance with the Family Leave Act. If medical documentation is submitted and approved an employee may be permitted to work past their sixth (6) month of pregnancy.

7.6 **JURY LEAVE** - Employees required to serve on Jury Duty shall immediately present the notice of such service call to the Director. The affected employee shall receive his/her regular salary from the County during the period of such excused absence. Any payment received, exclusive of meal and travel expenses, for jury duty, must be turned in to the County Treasurer through the Director.

7.7 **LEAVE WITHOUT PAY** - Leave without pay may be granted employees, upon request, for personal reasons. No County benefits will be afforded to employees on without pay status. Benefits days, insurance and seniority will be issued in accordance with established past practice. Approval shall not be unreasonably held. Seniority shall not continue to accrue while on such leave.

7.8 **UNIFORM AND MAINTENANCE ALLOWANCE**

1. Uniform allowance: Full time employees who have completed their probationary period will receive a \$1,325.00 uniform allowance for 2002. Supervising Juvenile Detention Officers' and Training Officers' shall receive a uniform and maintenance allowance increase of \$100 for each year of the contract. The uniform allowance shall be considered to have been incorporated into base pay effective January 1, 2003. The uniform allowance for 2003 has been paid, minus the \$100 for 2003, but not incorporated into base salary. Employees shall be responsible for all costs associated with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning, and/or rental of his/her uniform. Members of the unit acknowledge and agree that they shall not be entitled to any additional compensation, benefits or overtime in connection with the care, maintenance, alteration, repair, replacement, cleaning, dry cleaning, and/or rental of his/her uniform, including but not limited to shirts, pants, jackets, coats and belts.

2. Any employee reporting for work not in dress code will be sent home.

7.9 **OUT OF CLASSIFICATION PAY** – Any employee who is temporarily assigned and does perform work in a higher classification for eleven (11) consecutive days or more shall be compensated at the higher rate, retroactive to the first day of such assignment.

8.0 **GRIEVANCE PROCEDURE** — The parties agree that this grievance procedure, as contained in the collective negotiations agreement between the County and CWA Local 1032 rank and file unit, will be effective and utilized by the parties for any grievance arising on or after September 11, 2000.

8.1 **DEFINITION** - A grievance is defined as a complaint or dispute by an employee with the County or any agent of the County with administrative or supervisory authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this

Agreement.

8.2 **STEP 1** - In the event that any grievance should arise between an employee and his superior or superiors, the individual involved and/or a steward shall present the grievance within twenty (20) days from the time he or she became aware of the violation informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

8.3 **STEP 2** - If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the Director of Youth Services who shall forward copies of his response both to the Union and the Department Head.

8.4 **STEP 3** - If no satisfactory resolution of Step 2 grievance is reached within five (5) working days, the grievant or the Union, may appeal the decision at Step 2 to the County Director of Labor Relations or his designee who shall, within ten (10) working days, conduct a conference with the grievant and the Union Representative to review the grievance. The Director of Labor Relations or his designee shall submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Union.

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

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

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

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

9.0 **MISCELLANEOUS PROVISIONS**

9.1 Pursuant to N.J.S.A. neither the Union nor the employees or Employer shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, lockout or any other intentional interruption of work.

9.2 In the event that any person violates the terms of the no-strike clause, the public employer

shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

9.3 **NON-DISCRIMINATION** - The parties agree to comply with all laws, statutes and regulations prohibiting discrimination in the workplace.

9.4 **BULLETIN BOARDS** - Subject to prior approval of the Director of Department of Youth Services or his designee which approval shall not be unreasonably withheld, the County shall permit the Union's appropriate use of bulletin boards, customarily dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. The Union agrees that at no time will such space be used for posting any materials which are unethical, unprofessional or violative of law.

9.5 **UNION BUSINESS LEAVE** - One employee of this unit who is a member of the Council Negotiating Committee, shall be granted time off duty at full pay for all meetings between the County and the Council for the purpose of negotiating the terms of an agreement when such meetings take place during the regular working hours of said employees.

9.5.1 If the Union duly authorizes a member to represent them during the formal hearing of grievances, and if such hearing of grievances should take place during the regular working hours of said representative, that representative shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance.

9.6 **SUSPENSION AND DISCIPLINARY ACTION** - Disciplinary action may be imposed upon an employee only for a just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance by the employee through regular procedures as established in this Agreement.

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

9.6.2 Any employee in the unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being so summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regards to the matter, he may be accompanied by a representative of the Union who shall be permitted to represent him at any such hearing.

9.6.3 If, during the course of a discussion between an employee and a representative of the Employer, a matter should arise which would lead to a question of discipline, suspension, or discharge, the employee may, at that time, request a Union representative be present.

9.6.4 No employee shall receive a "Final Disciplinary Notice" until the employee has been offered the opportunity for a departmental hearing before a hearing officer designated by the County. In the event an employee may require an adjournment of a disciplinary hearing that

request must be made and approved within 48 hours of the scheduled hearing. An employee shall only be granted two adjournments, after that the County shall proceed with disciplinary action. In the event an employee intends to retain an attorney, a letter confirming such shall be forwarded to the Department Director, Personnel Director and County Counsel.

9.6.5 If any New Jersey Department or Agency recommends removal of an employee from his/her duties pending the outcome of an investigation, the employee shall suffer no loss of pay pending final disposition of the matter but the County may assign the employee to perform other duties either in or outside the Department of Youth Services.

10.0 **VISITATION RIGHTS** - Employees are entitled to a representative whenever an interview meeting and/or conference might result in some form of disciplinary action against the employee. The exception to this is when the meeting and/or conference involves an investigation by DYFS or the Attorney General's Office unless there is no objection to a Union representative by DYFS or the Attorney General's Office.

11.0 **MISCELLANEOUS**

11.1 **EDUCATIONAL BENEFITS** - It is agreed that the granting of financial assistance to permanent employees at the Youth Services is desirable and a contributory factor to improve and increase services. Accordingly, any Supervisory member of the Union will be entitled to financial assistance for job related and approved degree requirements, on special courses taken either at a graduate level or taken at an accredited school which directly relate to the job function being performed. Requests must be submitted by the individual taking the course for permission prior to his/her registering for courses. The Director will recommend to the Passaic County Administrator, or his designee, each individual request for financial assistance and such request will be approved or disapproved and the decision will be final. If the course is approved, it is with the understanding that the County will reimburse the individual for a maximum of three college credits taken in any one semester or up to but not exceeding \$50.00 per credit. Reimbursement will be made upon submission of transcript grades of the courses as follows:

Passing - full amount as agreed

Failing/incomplete/other - no reimbursement

Supervising Juvenile Detention Officers' and Training Officers' that have attained, or hereafter obtain a college degree shall receive an annual education increment not on base of \$200.00 for an Associate Degree and \$400.00 for a Bachelor Degree. Only one degree is payable at a time. To be eligible for such payments, however, employees must provide the County with documentation of said degree and said payment will be made within ninety (90) days of receipt of said documentation.

11.2 **LATENESS** - If an employee is more than thirty minutes late in reporting, without good cause, the Director or designee may send the employee home for the balance of that work day, in which event, he shall not receive any pay for that day. There will be a five minute grace period for the first five occurrences of lateness, thereafter the employee shall be docked the full amount

of lateness.

It is recognized by both parties that there is a serious problem in the area of tardiness. It is agreed that a departmental "Late Time Policy" will be established, in service and enforced by January 1, 1998.

11.2.1 MANDATORY CALL-IN PAY - Employees called in to work for emergency situations shall be entitled to a minimum of three (3) hours at the overtime rate of one and one half time the regular hourly rate.

11.2.2 MANDATORY LIST - Any officer who is on vacation or sick leave for at least eight (8) working days and falls behind on the mandatory list as a result of the vacation or sick leave will be marked up to one mandatory behind the officer with the least amount of mandatories.

11.3 OVERTIME - In an effort to reduce mandatory overtime, the County will utilize per diem wherever possible in the event overtime is needed, employees will be called into work based on a rotating seniority list to be made-up between the Union and the County.

11.4 STRESS MANAGEMENT - The County shall conduct stress management workshops in the afternoon and evenings twice a year. Employees attending said workshops shall receive compensatory time off for all hours spent in said workshops. Employees are always free to consult with Department Nurse when they have stress related problems.

11.5 Work rules will be supplied to all Union members.

11.6 A service and/or merit recognition program will be developed and instituted.

11.7 SCHEDULES - Seniority shall be given good faith consideration at the Director's discretion in the assignment of shifts. Whenever shift schedules are subject to change, employees shall receive 21 days advance notice of the change. Whenever a vacancy occurs on a shift, the open position shall be posted. By the end of the advance notice period, employees shall bid for the open shift. The actual change in shift schedules will occur within 10 days of the end of the 21 day advance notice period. If the change in shift schedule does not take place in the 10 day period, a new 21 day advance notice must be posted and bidding for shift selection must take place again. No employee shall have his/her shift changed arbitrarily for disciplinary purposes.

11.8 TRANSPORTATION OF DETAINEES

1. All transporting expenses shall be paid "up front" to all transporting officers. Transporting expenses shall come from petty cash.

2. All transportation runs of detainees shall have at minimum, two (2) officers assigned to each vehicle.

3. All vehicles used in transporting detainees shall have working, two-way communications equipment and employees shall be trained on its use.

11.09 HEALTH & SAFETY - The County agrees to provide safe and adequate working areas and equipment. Employees shall not be required to work under conditions which are unsafe or unhealthful. Employee or Union complaints of unsafe or unhealthful conditions shall be reported to the Department Director or designee and shall be promptly investigated.

11.09A The County shall provide classes to instruct employees how to deal with and protect themselves from various hazards they must encounter when dealing with a population that may at times be subject to infectious diseases. (i.e.; Tuberculosis, Aids, Hepatitis, etc.) The County shall provide classes to instruct employees how to handle unruly residents. The County shall also form a committee to address equipment and protective gear for dealing with unruly residents.

11.10 UNION-MANAGEMENT COMMITTEE - On a date agreed upon by the parties, there will be a monthly meeting of union representatives and management representatives to discuss mutual problems. These meetings may take place more frequently than once a month if both parties mutually agree. These meetings shall not be for the purpose of discussing formal grievances or issues which are properly the subject of collective bargaining.

11.11 HEALTH EXAMINATIONS - Represented employees and their dependents shall be entitled to participate in all of the services and benefits provided at the Health Fair for Preakness Hospital employees upon presentation of their County identification card at no cost to the County. Advance notice of the Health Fair event shall be posted at the Youth Center. The employee may participate so long as it does not interfere with the operation of the Youth Detention Center.

11.12 PAYCHECK INFORMATION - The County recognizes its obligation under the U.S. Fair Labor Standards Act and this agreement to pay employees the correct compensation for all hours worked, benefit leave time to which they are entitled, and any other allowances provided for in this agreement. Employees have a right to a detailed accounting of straight-time hours paid, overtime hours paid, vacation time paid, sick time paid, personal days paid, any other benefit leave paid, specific allowances paid, etc. for the current pay period and year-to-date. The Employer shall post notices at conspicuous places on its premises advising employees who they may see when there are any questions about their paycheck amount and such information shall be promptly provided upon request.

11.13 TEMPORARY OPENINGS

Definition and Procedure:

1) Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason.

2) Temporary job openings in higher classifications shall be filled by Employer assignment or re-assignment and the assignment or re-assignment shall be made in

terms of a promotion based upon seniority, work history and qualification before a new employee or temporary employee from the outside is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions.

3) Employees assigned to temporary job openings shall be paid in accordance with the Out-of-Classification Pay Article of this agreement.

11.14 Additional polices will be developed in the areas of Employee Appraisals, Drug Free Work Place, Workplace Violence, and Inclement Weather.

11.15 The parties agree that should the County determine to change or modify the command structure of the Youth House, they agree to negotiate all negotiable aspects of such change or modification and incorporate same into their collective negotiations agreement.

11.16 The parties agree that Olivia Stewart will receive the maximum rate for Commanders effective January 1, 2000. The parties agree that Ms. Stewart's placement at the maximum rate is conditioned on her executing a release provided by the County which would release the County and any of its officers or agents from any claim by Ms. Stewart alleging that her salary placement was not in compliance with the settlement agreement between Ms. Stewart and the County set forth in OAL Docket No. CSV-695-95, dated November 18, 1996.

12.0 EMPLOYEE RIGHTS

12.1 **PROBATIONARY PERIOD** - New employees shall serve a twelve (12) month probationary period consistent with the Administrative Code. The employer has the right to remove said employee during such probationary period, provided performance has not been satisfactory in accordance with the standards established by the employer. Dismissal during this period shall not be subject to the grievance procedure.

It is understood that a three (3) month probationary period shall apply to those employees who have been in service but have been promoted to a higher title. Those employees shall have the right to return to their previous title should their probationary period in the higher title prove unsatisfactory to the Employer.

12.2 **SENIORITY** - Seniority is defined as an employee's continuous length of service with the County beginning with date of hire. If in the event an employee is laid off, due to lack of work, economics, or any other legitimate reason, and that employee is called back to work within one (1) year, then at that time, for the purposes of seniority, the last date of employment with the county prior to layoff shall be used in determining that employees' seniority.

The County shall maintain an accurate up to date service roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of the same to the Union upon request.

If the County decides to reduce the numbers of employees, the employee or employees

with the least seniority shall be laid off first, provided the remaining employees have the requisite qualifications and ability to perform the work available. Employees shall be recalled for work from layoff in the order of their seniority provided that they have the requisite qualifications and ability to perform work available. Employees continuously laid off for a period of two (2) years or more shall not be entitled to recall.

If an employee returns to work with the Employer within one (1) year, the employee shall return at that salary step held and shall retain all previous seniority rights as pertain to vacation accumulation and other benefits.

13.0 LAYOFF AND RECALL PROCEDURE

13.1 LAYOFF

1) In the event the Employer plans to lay off permanent employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to date such action is to be taken.

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

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

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

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

13.2 RECALL

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

14.0 PERSONNEL FILES

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

14.1 The employee's signature is affixed to show only that this file has been reviewed in accordance with the contractual agreement between the Center and the Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. If an employee requests copies of their personnel file, the employee

will be required to make an appointment with the center and or personnel and, will be required to pay for copies at the established rate.

15.0 **TERM OF AGREEMENT** - This agreement shall be effective as of the 1st day of January 2003 and shall remain in full force and effect until the 31st day of December 2006.

It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify this agreement.

Such notice shall be given no later than ninety (90) days before the expiration date of this agreement.

For The County of Passaic, New Jersey

**For Communications Workers of
America, Local 1032**

APPENDIX A

COUNTY OF PASSAIC VACATION POLICY

1. The vacation year is calculated from January 1st through December 31st of each year.
2. Upon successfully completing a working test period, retroactive to the employee's starting date, a new employee shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th of the calendar month. New employees will receive one-half day if they begin on the 9th through the 23rd of the month.
3. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.
4. The vacation benefit shall increase upon completion of the required years of service beginning January 1 of the next calendar year.
5. Vacations are scheduled over the entire year with approval of the Department Head predicated on the position, seniority and staffing needs.
6. Vacation requests for "prime time" scheduled (June through September) as well as the Christmas/New Year holiday season must be submitted to the immediate Department Head/Supervisor, in writing, no later than March of each year. (Refer to departmental policy or labor agreement.) The immediate Department Head/Supervisor in relation to the existing schedule and operational needs of the department will evaluate requests submitted later than March 1. Seniority will not prevail on requests submitted after April 15 of each year.
7. Final vacation schedules shall be approved by the Department Head and posted by April 15 of each calendar year.
8. Vacation days may be used in half day or full days.
9. Vacation requests for single days must be requested by the 15th of the previous month unless there is an emergency and/or extenuating circumstance. Vacation days cannot be used in lieu of sick time on a daily basis. Employees that extend their vacation schedule by calling in sick must substantiate the illness with medical documentation. Employees required to work every other weekend are to start their vacation on their scheduled weekend off.
10. The immediate Director is responsible to ensure a schedule which maintains the needs of each department.
11. It is the responsibility of the Director/employee to keep accurate records of his/her

vacation time. The employee attendance record must reflect benefit days credited and time used. Should there be a discrepancy in the area, reference should be made to the Director/Payroll office for review and clarification.

12. In accordance with the Administrative Code, an employee may only carry over one year of vacation time. In the event the benefit days are not used, the employee will forfeit such time.
13. In the event of a serious illness, death, or personal emergency during a scheduled vacation period, substantiation of the situation must be submitted to the Director if the employee is requesting a revision in the vacation schedule. It is the responsibility of the employee to notify the Director immediately if such a request is submitted. Employees may use vacation time during an approved Family Leave.
14. An employee who is without pay for a complete month will not be entitled to vacation time for that month. Employees on leave of absence or suspended without pay shall not earn vacation time if the employee has not completed at least 10 workdays in that month.
15. Upon termination of employment with Passaic County, all earned vacation time remaining on record will be paid to the employee as established within this policy and/or bargaining unit agreements. If vacation benefits were advanced, the employee must reimburse the County of Passaic.
16. Vacation checks must be requested one month in advance. Failure to submit a timely vacation check request form may result in the unavailability of the vacation check.
17. Employees shall earn vacation benefit days as follows:

Vacation schedule:

1 through 5 years, but less than 6 years	12 days
6 through 10 years, but less than 11 years	15 days
11 through 15 years, but less than 16 years	18 days
16 through 20 years, but less than 21 years	20 days
20 years and over	22 days

APPENDIX B

ABSENTEE POLICY

Upon the 8th absence in a calendar year, the employee shall receive a written notice advising them that they have used 8 sick days to date. This notice is not a warning but serves only to assure that the employee is aware of the amount of sick time expended.

Upon the 12th absence, the employee shall receive a second and final notice of advisement.

Upon the 15th absence, the matter will be reviewed by the administration for possible disciplinary action. Medical certification may be required for all absences in excess of 15 days in a calendar year depending upon the presenting circumstances. Employees charged with excessive absenteeism shall be required to produce medical certification for all absences for a minimum period of 3 months without regard for the passage of one calendar year into the next.

In those cases where abuse of sick time is suspected, the matter will be addressed immediately. Medical certification shall be required for the suspected absence and may be required for an extended period should the employee be found guilty of sick time abuse.

In those cases where a pattern of abuse becomes discernable, the matter shall be referred to the Director for immediate consideration of disciplinary action. Medical certification shall be required for all absences for a period of 3 months. This requirement shall continue without regard for the passage of one calendar year into the next.

Whenever medical certification is required. It must be submitted immediately upon the employee's return to work. Certification materials submitted subsequently shall not be accepted. The employee shall be considered on "leave without pay" status for the term of the absence.

All required medical certification data must include a clearly defined diagnosis, a specific term during which the employee may not work, and must contain a legible rendition of the physician's name and signature. Incomplete notes will be accepted.

*Employees who are absent without any remaining sick leave during a work week will not be able to use that absence toward credit in a work week toward overtime except for authorized absences and mandatory overtime.