

**AGREEMENT**

**BETWEEN**

**LOCAL 32, OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO**

**AND**

**PASSAIC COUNTY  
(HEALTH DEPARTMENT)**

**January 1, 2002 – December 31, 2005**

**Prepare by:**

**GENOVA BURNS & VERNIOIA**  
354 Eisenhower Parkway  
Eisenhower Plaza II – Suite 2575  
Livingston, New Jersey 07039  
(973) 533-0777  
Labor Counsel to County of Passaic

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I – RECOGNITION .....	1
ARTICLE II – UNION SECURITY.....	1
ARTICLE III – CHECK-OFF OF UNION FEES .....	1
ARTICLE IV – MANAGEMENT RIGHTS .....	2
ARTICLE V – WORKWEEK .....	3
ARTICLE VI – HOURS OF WORK.....	3
ARTICLE VII – RATE OF PAY.....	3
ARTICLE VIII – EDUCATIONAL BENEFITS .....	5
ARTICLE IX – PAY FOR TIME NOT WORKED .....	6
ARTICLE X – INSURANCE.....	8
ARTICLE XI – MISCELLANEOUS BENEFITS .....	9
ARTICLE XII – GRIEVANCES.....	10
ARTICLE XIII – SENIORITY.....	12
ARTICLE XIV – JOB POSTING.....	13
ARTICLE XV – DISCHARGE AND TERMINATIONS .....	14
ARTICLE XVI – GENERAL PROVISIONS .....	14
ARTICLE XVII – SEPARABILITY AND SAVINGS.....	15
ARTICLE XVIII – FULLY BARGAINED PROVISIONS.....	15
ARTICLE XIX – DURATION OF AGREEMENT.....	15

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between the BOARD OF CHOSEN FREEHOLDERS of Passaic County hereinafter referred to as the "Employer" and Local 32, Office and Professional Employees International Union, AFL-CIO, a labor organization representing the professional employees in the Health Department's Environmental Program Center hereinafter referred to as the "Union". This Agreement represents the complete and final understanding on all bargainable issues between the Parties.

## **ARTICLE I - RECOGNITION**

The Board of Chosen Freeholders of the County of Passaic, hereby recognize the Union as the exclusive bargaining agent for all regularly employed full-time and part-time professionals, including Environmental Specialist, Senior Environmental Specialist, Right to Know Coordinators, Senior Technical Industrial Hygienists, Health Educator, Geographic Information Specialist, Public Health Nurse and Senior Public Information Assistant now employed or to be employed at the Passaic County Health Department's Environmental Program, excluding all other employees, including police, craft workers, confidential, managerial executives and supervisors within the meaning of the "Act".

Whenever used herein, the term employees shall mean and be construed only as referring to the Professional employees of the Health Department excluding Environmental Program Coordinator, Local Information Network Communications System Coordinator, Supervisor Environmental Health Specialist, IT Specialist, Medical Epidemiologist, all other County employees are excluded.

## **ARTICLE II - 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 of the effective date of this Agreement can remain a member of the Local Union in good standing by payment of the regular monthly dues. All present members who are not members of the Local Union will pay 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 ninety (90) days thereafter or pay to the Local Union a Representation Fee.

## **ARTICLE III - 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 bi-weekly payroll.

(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 immediately.

(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 equal up to 85% of that amount.

(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.

(d) 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 section (c) 2 above, the full amount of the representation fee and promptly will remit to the Union.

(e) The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in deducting dues or representation fees.

## **ARTICLE IV - MANAGEMENT RIGHTS**

The Public employer 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 other disciplinary action against employees

for just cause;

(c) relieve employees from duties because of lack of work or for other legitimate reasons;

(d) maintain the efficiency of the government operation entrusted to them;

(e) determine the methods, means and personnel by which such operations are to be conducted;

(f) take whatever action as may be necessary to carry out the mission of the agency in situations of emergency;

(g) take disciplinary action when employee fails to comply with reasonable Management requests.

## **ARTICLE V - WORKWEEK**

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

## **ARTICLE VI - HOURS OF WORK**

The normal workweek shall be 35 hours.

## **ARTICLE VII - RATE OF PAY**

### **Section 1 - Wages**

(a) Effective and retroactive to January 1, 2002, each employee shall receive a two and one-half percent (2.5%) increase in addition to an increment when due.

(b) Effective and retroactive to January 1, 2003, each employee shall receive a two and one-half percent (2.5%) increase in addition to an increment when due.

(c) Effective January 1 2004, each employee shall receive a two and one-half percent (2.5%) increase in addition to an increment when due.

(d) Effective January 1, 2005, each employee shall receive a two and one-half percent (2.5%) increase in addition to an increment when due.

(e) It is understood that an employee must work 200 days between anniversary dates in order to receive an increment.

**Section 2 - Longevity Bonus**

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

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

Longevity will be based on County of Passaic employment only, excluding Military time.

**Section 3 - Overtime Rates**

(a) Any work performed beyond forty (40) hours in a workweek shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of compensation for all such hours worked.

(b) Except for the Duty Officer, any work performed on the seventh day of the employee's normal workweek, shall be compensated at the rate of two (2) times the regular hourly rate of compensation for all such hours worked.

**Section 4 - Equitable Distribution of Overtime**

(a) Overtime shall be distributed as equitably as practical among the employees qualified by classification and/or otherwise capable of performing the work required, except that an employee shall not be removed from a job which the employee has been performing on that day, in order to provide such equitable distribution.

(b) Overtime distribution shall be within departmental lines only.

**Section 5 - Higher Classification Pay**

In the event an employee is temporarily transferred to a higher rated position and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification for the period of time during which said employee is transferred and performs the duties of the higher rated classification, provided such employee is engaged in the higher rated job after a period of two (2) consecutive weeks.

**Section 6 - Emergency Call - In Salary**

Any employee who is called in to work in excess of the normal workday shall be guaranteed a minimum of one hour of compensation whether or not the full hour was actually worked. Said compensation shall be at double time rate.

**Section 7 - Duty Officer**

(a) Effective and retroactive to January 1, 1999, Duty Officer pay shall be three hundred seventy-five dollars (\$375.00) per week, which is for coverage by the assigned employee for a one week period, including nights, weekends and holidays. The duty office assigned week begins on Tuesday morning and continues throughout the ensuing week to the next Tuesday morning for a total of seven (7) consecutive days.

(b) Effective September 1, 2003, Duty Officer pay shall be four hundred and fifty dollars (\$450.00) per week. Effective January 1, 2004, and for each year of this Agreement, Duty Officer pay shall increase by \$25 effective January 1.

(c) Effective upon execution of this Agreement, the Duty Officer for the week shall be designated "on call" during the lunch hour. No other unit member shall be required to wear a pager during the lunch hour. When the Duty Officer is called upon to perform his or her duties during any portion of the lunch hour, the entire hour will be counted toward the forty (40) hour workweek for purposes of calculating overtime. Conversely, when the Duty Officer is not called upon to perform any duties during the lunch hour, the hour will not be counted toward the forty (40) hour workweek for purposes of overtime.

(d) Effective upon execution of this Agreement, management shall have the right to schedule lunch to provide coverage of each program area.

(e) The County of Passaic shall provide hepatitis vaccine for those employees serving in the Duty Officer's position.

## **ARTICLE VIII - EDUCATIONAL BENEFITS**

### **Conferences and Seminars**

With approval of the Department Head, an employee may attend conferences and/or seminars as related to the increased performance of his/her work.

The County will pay all reasonable and necessary expenses including mileage if a personal vehicle is used with the approval of the Director. An employee is only entitled to mileage reimbursement for travel related to mandatory training (i.e. training that the employee was directed to attend by Management and/or training that is required for the employee's position).

## **ARTICLE IX - PAY FOR TIME NOT WORKED**

### **Section 1 - Holidays**

Employees within the bargaining unit shall be entitled to the following holidays with pay computed on the employee's regular straight time rate:

1/2 Day New Year's Eve	Labor Day
New Years Day	Columbus Day
Martin Luther Kings' Birthday	Election Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	1/2 Day Christmas Eve
Independence Day	Christmas Day

### **Section 2 - Eligibility**

The employees, to be eligible for holiday pay must work the last regularly scheduled workday before and the first regular scheduled workday 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 2 times their regular rate of pay or given compensatory time. Compensatory time must be taken within sixty (60) days of time worked. The employee must give at least three (3) days notice to the employer before compensatory time is taken; the Department Head, however, has the right to limit the number of employees taking compensatory time at any one time.

### **Section 4 - Holiday during Vacation**

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

### **Section 5 - Vacation**

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 during each year of service
- 6 - 10 years - 15 working days during each year of service
- 11 - 15 years - 18 working days during each year of service
- 16 - 20 years - 20 working days during each year of service
- 21 years or over - 22 working days during each year of service



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. 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 the business needs of the Department(s) under this Agreement. The Department Head, however, has the right to limit the number of employees on vacation at any time.

In the event an employee calls in sick immediately prior to or after a scheduled vacation, the employee may be required to submit medical documentation.

Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only.

## **Section 6 - Paid Sick Leaves**

(a) Each employee shall earn fifteen (15) paid sick leave days for each full year of employment. Such earned sick leave shall be cumulative from year to year.

(b) Any employee may be required by the employer to present a doctor's statement for three (3) consecutive days of illness. If a pattern of abuse of sick leave is suspected, the employer may request a doctor's statement. The Employer may require an employee to present a doctor's statement supporting the claimed illness in any one of the following circumstances:

- i. When the employee's illness is for three (3) consecutive days or longer;
- ii. Where, in the sole discretion of the Employer, the employee has demonstrated a pattern or abuse of sick leave, the Employer shall provide the employee with a written warning concerning this pattern or abuse of sick leave. Thereafter, the Employer may, in its sole discretion, require the employee to present a doctor's statement for any subsequent use of sick leave.
- iii. While prior written warning as set forth herein is generally required before the Employer can require the employee to provide a doctor's statement demonstrating his or her illness, the Employer may require a doctor's statement without such Prior written warning when the Employer has evidence to support his or her belief that the employee's claim of illness is fabricated.

If the employee fails and/or refuses to provide a doctor's statement supporting the claimed illness in any of the circumstances set forth above, the employee shall not be entitled to paid sick leave for the day(s) involved. In addition, the employee may in the discretion of the Employer, be subject to disciplinary action.

(c) Employees who have ten (10) or more sick days of their allotted fifteen (15) sick

days remaining in their sick bank in any calendar year shall be entitled to a Sick Leave Incentive in the amount of \$400.00, which shall be paid in the first quarter of the year following such attendance. Employees hired after January 1<sup>st</sup> of a given year are ineligible for the Sick Leave Incentive during the calendar year in which they were hired.

### **Section 7 - Personal Leave**

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, except in cases of emergency; in such emergency, management may request the employee to provide the Department Head with reasonable documentation. Personal days shall be recorded in January, May and October.

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

Unused personal days will be forfeited at year's end.

### **Section 8 - Bereavement Leave Pay**

Employees covered by this Agreement shall be allowed three (3) days off consecutively for time of death, with pay, for death in the immediate family. Immediate family is defined as children, parents, grandparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, or a member of the immediate family of the employee.

### **Section 9 - Jury Duty**

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed and the eight hours straight time pay for a 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 Department Head of said employee's call for jury duty.

## **ARTICLE X - INSURANCE**

(a) The employer agrees to provide and cover employees in the bargaining unit, including dependents, with basic hospitalization, the type to be determined by the employer. However, in no case will the coverage be less than the IDA plan. Effective 1/1/94, new hires working between 20 and 25 hours will have single coverage only.

For those employees transferred from the City of Paterson, \$300.00 will be added to their base salary to compensate for the difference in health coverage.

(b) Dental insurance plan for employees only.

- (c) A \$4,000 Life insurance/accidental death policy for all active employees.
- (d) A pre-paid prescription plan for all employees with a maximum \$5.00 co-pay on the part of the employee. Generic drugs to remain at \$0.00 co-pay.
- (e) The County agrees to provide a temporary Disability Plan for all employees in addition to sick pay.
- (f) The County agrees that prescription safety eyeglasses shall be provided as required.

## **ARTICLE XI - MISCELLANEOUS BENEFITS**

### **Section 1 - Leave 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 application shall state the reasons for such request. The employer shall evaluate the request against business requirements and may deny the request for good and sufficient reason.

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

### **Section 2 - Work-related Illness or Injury**

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

Health Department employees will be paid Worker's Compensation Benefits pursuant to N.J.S.A. 34.15-12, and 34.15-14. Any employee covered by this Agreement who is entitled to Worker's Compensation Benefits as a result of exposure or contamination in a haz-mat situation while in the course of their employment, shall receive full salary after the statutory waiting period, for authorized temporary disability.

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

(c) The Employer may assign light duty to an employee who is unable to perform the duties as required in their job title.

### **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 the draft.

### **Section 4 - Reserve Training**

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 of pay for scheduled time lost.

In accordance with New Jersey Department of Personnel rules and regulations, the Department Head may change an employee’s days off to accommodate reserve training.

### **Section 5 - Mileage**

Mileage will be compensated at the IRS rate.

## **ARTICLE XII – GRIEVANCES**

### **Section 1 - Purpose**

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

### **Section 2 - Procedure**

(a) Definition - a grievance is defined as a complaint or dispute by an employee with any agent of the County with administrative or supervisory authority over members of the 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.

(b) Step 1 - In the event that any grievance should arise between an employee and

his superior/superiors, the individual involved or the shop steward shall present the grievance informally to the superior involved within five (5) working days from the time the employee became aware of the violation. Every effort shall be made by the parties to resolve the grievance informally.

- (c) Step 2 - If no satisfactory resolution of the grievance is reached within five (5) working days, the employee shall reduce the grievance to writing and submit the grievance in formal written form to the Department Director. The written grievance shall identify the grievant and be signed by him/her. It shall set forth a brief statement of the facts constituting the grievance and the approximate time and place of occurrence of the facts leading to the grievance. The Department Director shall investigate the grievance and render a written response, which shall be given to the grievant within ten (10) working days of the grievance.
- (d) Step 3 - If the grievance is not resolved to the grievant's satisfaction at Step 2 or in the event the Department Director has not served a timely response at Step 2, then within five (5) working days, the grievant or the Union may appeal the decision to the County Administrator and/or his/her designee who shall schedule a conference with the grievant and Union representative within thirty (30) working days and a written answer shall be provided to the grievant and the Union within fifteen (15) working days of the meeting. With respect to all grievances not involving the express terms of the Agreement, the decision of the County Administrator shall be final and binding.
- (e) Step 4 - With respect only to those grievances involving the express terms of this Agreement, and in the event the grievance is not resolved to the grievant's satisfaction at Step 3, the grievant must notify the County Administrator in writing of the grievant's intention to submit the grievance to binding arbitration. In the event the County Administrator determines to join in the submission to arbitration, then a mutual request shall be submitted to the New Jersey Public Employment Relations Commission. In the event the County Administrator denied the grievance at Step 3 or has not served a timely response at Step 3, the Union may invoke binding arbitration by submitting a written request to the New Jersey Public Employment Relations Commission. The arbitration award shall be final and binding on all parties. The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievance as contained in this article. The arbitrator has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement. The cost of arbitration shall be borne equally by the parties.

## **ARTICLE XIII – 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 the seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in classification order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall commence from the employee's date of last hiring with the Employer.

### **Section 2**

Newly hired employees are probationary for the first ninety (90) days of their employment. Other than seasonal and temporary employees, new employees retained beyond the ninety (90) days shall be considered regular employees and their length of service with the employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such a seniority list shall be kept up to date with additions and subtractions as required.

### **Section 3**

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

### **Section 4 - Forced Reduction**

(a) 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.

(b) In the reduction or restoration of the working force, the rule to be followed shall be by classification and the length of service with the Employer. The employee with the least seniority shall be laid off first and in rehiring, the reverse principle shall apply: namely, the last employee laid off shall be the first to be rehired.

(c) In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employees may bump into a classification first which carries the same rate of pay.

(d) An employee's seniority shall cease under the-following conditions:

1. Resignation or termination of employment for cause.
2. Failure to report for work.
3. Lay-off for more than twelve (12) consecutive months.

## **ARTICLE XIV – JOB POSTING**

### **Section 1**

If new jobs are created or if permanent vacancies occur in a higher rated position, the Employer 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 shall not 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 ten (10) working days. Such notice shall contain a description of the job, the rate of pay 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. All qualified employees that express an interest in an open position and that sign the posted job notice shall be granted an interview.

### **Section 3**

If a bidder is a successful applicant, said employee will be notified within five (5) days after the expiration of the ten (10) working days required under Section (b) above.

### **Section 4**

Any employee selected to fill such job shall be granted a trial period of up to three (3) months. If it shall be determined by the Employer at any time after the first thirty (30) calendar days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the trial period. If removed from the position during or at the end of the trial period, the employee shall receive the rate of the position to which said employee assigned.

## **Section 5**

(e) 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 XV – DISCHARGE AND TERMINATIONS**

### **Section 1**

An employee shall not be discharged except for just and sufficient cause except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of such employee, except a probationary employee, at the time of such discharge and a notification shall set forth the reason for said discharge.

### **Section 2**

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 3**

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

## **ARTICLE XVI - GENERAL PROVISIONS**

### **Section 1**

It is agreed that the parties hereto will comply with all state and federal discrimination laws and that no employee shall be discriminated against because-of union activities.

### **Section 2**

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

### **Section 3**

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

## **ARTICLE XVII - SEPARABILITY AND SAVINGS**



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

**ARTICLE XVIII - FULLY BARGAINED PROVISIONS**

(a) This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

(b) The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(c) This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

**ARTICLE XIX - DURATION OF AGREEMENT**

This Agreement shall become effective and retroactive to January 1, 2002 and shall continue in full force and effect until December 31, 2005 and shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least ninety (90) days prior to the expiration date to change or modify or terminate this Agreement. In such cases, the parties shall endeavor to negotiate a new Agreement within the (90) days prior to the expiration of this Agreement.

**COUNTY OF PASSAIC**

**LOCAL 32, OPEIU, AFL-CIO**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_