

Collective Negotiations Agreement

between the

County of Passaic

and

Communication Workers of America, Local 1032

representing employees in the Division of Nutrition and Division of Camp Hope

for the period of

January 1, 2021 to December 31, 2025

Prepared by:

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PREAMBLE

THIS AGREEMENT is made by and between the County of Passaic (hereafter "County") and the Communication Workers of America, AFL-CIO, Local 1032 (hereafter "Union"), collectively referred to as the "Parties" throughout the collective negotiations agreement (hereafter "Agreement").

ARTICLE I. RECOGNITION

Section 1.1. Recognition of Union.

The Board of County Commissioners of the County of Passaic (hereafter "Board") hereby recognizes the Union as the exclusive bargaining agent for employees in the following job titles in the Division of Nutrition and Division of Camp Hope, exclusive of supervisory, confidential, executive, and managerial employees, or employees represented by a different bargaining unit:

(a) Division of Nutrition Job Titles

Clerk I
Clerk Driver
Food Service Worker
Keyboarding Clerk I
Sr. Citizen Program Aide
Site Manager Nutrition Program

(b) Division of Camp Hope Job Titles

Cook
Food Service Worker

The Union shall represent the employees in all those matters specifically provided herein pertaining to rates of pay, hours of work, and other conditions of employment.

Section 1.2. Definition.

Wherever used herein the term "employee" or "employees" shall mean and be construed to refer to the job titles as set forth in Article I, Section 1.1 (a) and (b) only.

ARTICLE 2. UNION RIGHTS AND PRIVILEGES

Section 2.1. Union Bulletin Board.

The County shall permit reasonable use of its bulletin boards by the Union to post notices concerning Union business and activities.

Section 2.2. Union Shop Stewards.

The Union shall have the right to designate such members of the Union as it deems reasonably necessary to serve as Shop Stewards or Committee Persons and such Union members shall not be discriminated against due to their legitimate Union activity.

Section 2.3. Designation of Union Shop Stewards.

The Union agrees to furnish the County with the names of Shop Stewards and Committee Persons in writing. Committee Persons shall also be recognized as Shop Stewards. Shop Stewards shall be permitted a reasonable opportunity to confer with employees during working hours with regards to any matter arising out of the employment relationship as may be affected by this Agreement. The Shop Steward shall be afforded reasonable time to transact such business without loss of pay. The Shop Steward must provide timely notice and secure permission from his/her supervisor before being absent from his/her own work assignment. Such permission shall not be unreasonably withheld.

Section 2.4. Collective Negotiations.

Shop Stewards and/or Committee Persons, not to exceed five (5) in number, may participate in mutually scheduled collective negotiations during their scheduled hours of work, and shall suffer no loss in their regular pay for the time they are so engaged.

Section 2.5. Union Release Time.

The Union has five (5) days per year available to the Union to release employees to engage in authorized Union activities. Any employee released by the Union may be granted up to five (5) consecutive days with pay for such activities. The use and distribution of the five (5) days of Union leave is at the discretion of the Union, provided that the activities are duly authorized Union activities and provided further that the County will suffer no unreasonable interruptions to its business or operations by releasing the employees in question. Written notice from the Union indicating that the employee is to be released shall be submitted to the County at least three (3) weeks prior to the activity. After the activity, the Union shall provide a certificate of attendance to the Director of the Department of Human Resources indicating the employee's attendance.

Section 2.6. Newly Hired Employees.

It is agreed that, at the time of hire, newly hired employees who fall within the Union will be informed that they can join the Union within thirty (30) days thereafter.

Section 2.7. Union Negotiation Committee.

Employees of this Union who are members of the Union Negotiating Committee, not to exceed three (3) in number, shall be granted time off duty at full pay for all meetings between the County and the Union for purposes of negotiating the terms of an agreement when such meetings take place during the regular work hours of said employees. No more than three (3) employees will be released from any shift on any given day. If the Union duly authorizes a member to represent it during the formal hearing of grievances, and if such hearing of grievances takes place during the regular work 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.

ARTICLE 3. CHECK OFF UNION DUES

Section 3.1. Check-Off Union Dues.

The County 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.A. 52:14-15.9e. The County, after receipt of written authorization from each individual employee, agrees to deduct from the

salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee. The deduction made the 1st month shall be a double deduction. Thereafter, the regular deduction shall apply to dues owned for the following month.

Section 3.2. Amount of Union Check-Off Dues.

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

Section 3.3. Workplace Democracy Enhancement Act.

- (a) The County shall comply with N.J.S.A. 34:13A-5.1, et seq., commonly known as the Workplace Democracy Enhancement Act, and all amendments thereto.
- (b) Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year.
- (c) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the County a list of those employees who have not become members of the Union for the current membership year.
- (d) The County 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.
- (e) The Union shall establish and always maintain a demand and return system as provided by N.J.S.A. 34:13-5.5(c) and N.J.S.A. 34:13-5.6, and membership in the Union shall be available to all employees in the bargaining unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the County shall immediately cease making said deductions.
- (f) The Union shall save the County 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 following rights: (a) direct the work-force; (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take other disciplinary action against employees for cause; (d) relieve employees from duties because of lack of work; (e) maintain the efficiency of the operation; (f) determine methods, means and personnel by which such operations are to be conducted; and (g) take any action necessary in conditions of emergency, regardless of prior commitments, to carry out the missions of the County.

ARTICLE 5. WORKWEEK

Section 5.1. Normal Workweek.

- (a) For regular scheduled employees, the normal workweek shall consist of five (5) consecutive days, Monday through Friday.
- (b) For delivery workers, the normal workweek will consist of five (5) or six (6) consecutive workdays dependent upon the needs of the Division of Nutrition to comply with the State Weekend Home Delivery Program. The delivery of meals on Saturdays will be on a volunteer basis. However, in the event there is a shortage of volunteer drivers to carry out the delivery service, the County will have the right to assign drivers to work on Saturdays. Assignments for the Weekend Program will be scheduled using inverse seniority on a rotating basis.

Section 5.2. Hours of Work.

Employees shall work the following hours, as specified:

Salaried Employees/Office Staff	8:00 AM – 4:00 PM
Clerk Drivers	8:00 AM – 2:00 PM
Clerk Drivers	8:30 AM – 2:30 PM
Site Managers	8:30 AM – 1:30 PM
Site Managers	9:00 AM – 2:00 PM
Food Service Workers	8:30 AM – 1:30 PM
Camp Hope Workers	7:00 AM – 3:30 PM

Section 5.3. Miscellaneous.

- (a) The County has the right to schedule employees as needed. In the event a current employee's hours are changed to less than twenty-four (24) hours per week the employee with benefits (hospital, prescription, and dental) shall have their benefits grandfathered.
- (b) Any new employee working less than twenty-four (24) hours per week shall not receive benefits. Benefit days shall not accrue for employees working less than twenty-four (24) hours per week.

Section 5.4. Rotation of Clerk Drivers Hours of Work.

The hours of work, as set forth in Article 5, Section 5.1 for Clerk Drivers, shall be rotated by the County on January 1st and July 1st during each year of the Agreement.

ARTICLE 6. RATES OF PAY

Section 6.1. Rate of Pay in 2021.

Effective retroactively to January 1, 2021, all employees shall receive a base salary of fifteen dollars (\$15.00) per hour, or an hourly increase of one dollar and fifty cents (\$1.50), whichever is greater.

Section 6.2. Rate of Pay in 2022.

Effective January 1, 2022, all employees shall receive a seventy-five cent (\$0.75) increase on his/her hourly rate.

Section 6.3. Rate of Pay in 2023.

Effective January 1, 2023, all employees shall receive an eighty-cent (\$0.80) increase on his/her hourly rate.

Section 6.4. Rate of Pay in 2024.

Effectively January 1, 2024, all employees shall receive an eighty-five cent (\$0.85) increase on his/her hourly rate.

Section 6.5. Rate of Pay in 2025.

Effective January 1, 2025, all employees shall receive a ninety cent (\$0.90) increase on his/her hourly rate.

Section 6.6. Overtime.

Any work performed more than forty (40) hours per week shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate for all such hours.

Section 6.7. Breaks.

Employees working six (6) hours or more shall receive two (2) ten (10) minute breaks and employees working less than six (6) hours shall receive one (1) ten (10) minute break.

Section 6.8. Equitable Distribution of Overtime.

- (a) Overtime shall be distributed as equitably as practical among the employees qualified by classification and/or otherwise capable of performing the work required, except that an employee shall not be removed from a job which the employee has been performing on that day to provide such equitable distribution.
- (b) Overtime distribution shall be within departmental lines only.
- (c) The standard departmental compensation form must be completed, signed, and authorized by the division and department head.
- (d) Any overtime assignment with respect to Camp Hope employees shall be offered to all permanent employees first before offering such unit work to seasonal employees.

Section 6.9. Higher Classification Pay.

In the event an employee is temporarily transferred to a higher rated position for more than eleven (11) days and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification.

Section 6.10. Longevity.

- (a) Longevity pay shall be determined by length of employment as follows each year of the Agreement and shall be paid on the anniversary date, as follows:

- 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) Full time employees hired after January 1, 2006 shall be subject to 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

(c) Full time employees hired after January 1, 2017 shall no longer be entitled to longevity.

Section 6.11. Differential Pay.

The County shall continue to provide the differential pay of five percent (5.00%) to all eligible employees working at Camp Hope who work after 3:30 PM.

ARTICLE 7. HOLIDAYS

Section 7.1. Recognized Holidays.

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

- | | |
|---------------------------------|-------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Jr. Birthday | Election Day |
| President's Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Independence Day | ½ Day Christmas Eve |
| Labor Day | Christmas Day |
| | ½ Day New Year's Eve |

Section 7.2. Eligibility.

To be eligible for holiday pay, employees must work the last regularly scheduled workday before and the first regularly scheduled workday after the holiday, unless the day is an excused day with pay. In the event an employee calls in sick immediately prior or following a holiday, the employee must submit medical documentation upon return to work. If medical documentation is not provided, the employee's pay will be docked.

Section 7.3. Holidays Worked.

Employees who work on a recognized holiday will be paid for a full day if the holiday falls during the week. In addition, employees will receive double time their regular hourly rate of pay for the total hours

worked on that day.

Section 7.4. Saturday or Sunday Holiday.

If a holiday falls on Saturday, it shall be recognized on Friday. If a holiday falls on Sunday, it shall be recognized on Monday.

Section 7.5. Holiday During Vacation.

If a holiday falls within the period of the employee's vacation, the employee will not be charged a vacation day for that holiday.

ARTICLE 8. VACATION

Section 8.1. Accrual of Vacation Leave.

- (a) Each employee in the Union shall accrue vacation time at a rate of one day per month worked for the first five (5) years and, thereafter, 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
21 years and over	22 working days per year

- (b) The following vacation schedule shall apply to all Union employees hired after May 26, 2009:

1 – 5 years	12 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
21 years and over	20 working days per year

Section 8.2. Accrual of Vacation of Part Time Employees.

Part-time employees shall earn vacation days on a prorated basis. In the event time is used in advance, the employee must reimburse the County.

Section 8.3. Separation of Employee.

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

Section 8.4. Vacation Schedule.

- (a) Beginning thirty (30) days prior to the end of the year, the County shall meet with employees in the Union in seniority order to receive vacation requests for the following year. Based upon these requests and minimum staffing levels as determined by the County, a vacation schedule will be posted in a prominent location visible to all employees in the Union as soon as practicable, with a

final schedule posted no later than April 30th.

- (b) For use of vacation days not previously scheduled in the manner as set forth in Section 8.4 (a), an employee must put the request in writing on the form as developed by the County twenty-four (24) hours prior to the day requested. No vacation day will be approved unless it is in writing, and any employee calling in before a shift seeking to use a vacation day will be denied.
- (c) Employees will only be permitted to carry over one year of vacation time. If an employee is unable to schedule vacation time off and is left with accrued vacation time more than one year, his or her department head must receive authorization from the County Administrator to permit the employee to carry over the additional time. If permission is not received, the excess vacation time will be lost.

ARTICLE 9. PAID SICK LEAVE

Section 9.1. Accrual of Sick Leave.

Upon completion of the probationary period, one day will be credited for each month worked (calculated back to the date of hire). Each employee shall earn twelve (12) days paid sick leave, accrued at one (1) day per month for the first full year of employment. Each year thereafter, an employee shall earn fifteen (15) paid sick leave days, accrued at one and one-quarter (1 ¼) per month. Such earned sick leave shall be cumulative from year to year.

Section 9.2. Separation of Employee.

If an employee is permitted to use all their paid sick time that has not yet been accrued and his or her employment with the County is subsequently terminated, the County shall deduct the unearned paid sick leave from any monies the employee may be due.

Section 9.3. Eligible Uses of Sick Leave.

- (a) Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of serious illness of a family member. Employees absent on sick leave for three (3) or more consecutive working days must submit a doctor's verification of illness or injury to their department head. If an employee is attending to an immediate family member, including a civil union partner, a doctor's verification of that individual is required. An employee will not be permitted to work until the verification is received.
- (b) If an employee has been out or knows he/she will be out for ten (10) or more consecutive working days, he or she must apply through the Department of Human Resources for leave under the Federal Family and Medical Leave Act (FMLA) and/or New Jersey Family Leave Act. All leave will be subject to the appropriate verification by the Department of Human Resources and in accordance with State and federal laws.
- (c) An employee is responsible for calling out sick on each day unless a leave has been approved by the Department of Human Resources, or a doctor's note has already been otherwise submitted. The department and/or division head will be responsible for monitoring the employee's attendance. The County has the right to request a doctor's note for just cause. The attendance records will be monitored for abuse, patterning, and excessive absenteeism.

Section 9.4. Unused Sick Time at Retirement.

At the end of each calendar year, an employee's unused sick time is added to the allotment for the following year. The accumulation continues indefinitely until the time of the employee's retirement and employees shall be paid for one-half (1/2) of their total accumulated unused sick time up to twelve thousand dollars (\$12,000).

Section 9.5. Family Leave.

An employee shall be entitled to family leave in accordance with the New Jersey Family Leave Act, Federal Family Leave Act, and Family Leave Insurance, as outlined in the Passaic County Personnel Policies and Procedures Manual (hereafter "Employee Manual").

Section 9.6. Temporary Disability Insurance Program.

The County agrees to provide a Temporary Disability Insurance Program. The cost of this Temporary Disability Insurance Program will be shared by the County and the employees, with each paying fifty percent (50%).

ARTICLE 10. PERSONAL LEAVE

Each employee in the bargaining unit shall accrue one (1) personal day every four (4) months. All full-time employees shall be entitled to three (3) personal days off with pay each year for the transaction of personal business. Personal days cannot be taken collectively in the last quarter of the year. Personal days cannot be carried from year to year. Employees hired throughout the year will have their personal days prorated.

ARTICLE 11. BEREAVEMENT LEAVE

Employees are entitled to three (3) consecutive calendar days leave of absence for the death of an employee's immediate relative. Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death of a family member unless approved by the County Administrator. "Immediate Relative" includes spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during Bereavement Leave. Employees may be asked for proof at the discretion of the Department of Human Resources or the County Administrator.

ARTICLE 12. JURY DUTY

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

ARTICLE 13. NON-CASH BENEFITS

Section 13.1. Health Benefits.

- (a) Effective January 1, 1995, the County agrees to provide Hospitalization and Major Medical Insurance. The County agrees they will not reduce the current benefits. For those employees on an approved leave of absence, they will continue to receive Health Care Benefits as in accordance with the current County policy and Family Leave Act.
- (b) Effective July 1, 1994, all newly hired employees or employees transferring to part-time will be offered single health coverage only. A part-time employee is defined as an employee who works not more than twenty-four (24) hours per week. Any employee currently not working at least the twenty-four (24) hours per week shall have his/her hours adjusted to meet the part-time definition.
- (c) The County provides dental insurance for all employees, excluding family coverage. Dental insurance coverage for the employee's spouse and children will be provided at the cost and expense of the employee. The County must provide authority.
- (d) If the County provides an Optical Plan or any other health benefits to any of its employees, the Union shall receive those benefits without reopening the Agreement.
- (e) Effective January 1, 2009, all employees working thirty (30) hours or more will be entitled to health insurance for one of the following: spouse, child, or domestic partner.
- (f) Employees in the Union, upon completion of a ninety (90) day probationary period, shall be eligible to receive health insurance, prescription insurance, and dental insurance as provided by the County. Co-pays and premiums shall be determined by the plan the employee chooses to join. The County may make several plans available to employees, and the employees can choose said plan during the open enrollment period. Part-time employees working at least twenty-four (24) hours or more per week are only eligible for single health care coverage.

Section 13.2. Life Insurance Policy.

The County will provide a four-thousand-dollar (\$4,000.00) life insurance policy to all employees in the Union.

Section 13.3. Chapter 78.

Union employees shall make contributions toward the cost of their health insurance coverage in an amount set forth pursuant to P.L.2011, c.78, and any amendments thereto.

Section 13.4. Out-of-Network Claims.

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

Section 13.5. Eligibility for the County's Traditional Healthcare Plan.

New employees hired after April 25, 2017 shall not be entitled to enroll in the County's Traditional Healthcare Plan.

Section 13.6. Eligibility for Lifetime Benefits.

New employees hired after April 25, 2017 shall not be entitled to lifetime benefits upon retirement.

ARTICLE 14. UNIFORM AND SAFETY EQUIPMENT

The County shall provide the following uniform and safety equipment to its employees:

- (a) Aprons and uniform shirts to Food Service Workers at designated nutrition sites.
- (b) Clerk Drivers designated to deliver meals to homebound seniors through the County's Meal on Wheels Program shall be issued the following:
 - i. A three (3) season jacket in calendar year 2021.
 - ii. Five (5) uniform polo shirts in calendar year 2022.
 - iii. Five (5) uniform polo shirts in calendar year 2023.
 - iv. Five (5) uniform polo shirts in calendar year 2024.
 - v. Five (5) uniform polo shorts in calendar year 2025.
 - vi. Rain gear and three season jackets to be replaced on an as-needed basis if damaged.
 - vii. A shoe allowance in the amount of seventy-five dollars (\$75.00) to be provided in the first pay period of calendar year 2022, 2023, 2024, and 2025.
- (c) Effective January 1, 2021, and no later than November 1, 2021, the County shall provide either one (1) sweatshirt or one (1) winter jacket for Clerk Drivers.

ARTICLE 15. MISCELLANEOUS BENEFITS

Section 15.1. Leaves of Absence.

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

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer or for extended vacation time. Employees on personal leave of absence for more than two (2) weeks in any month will not receive holiday pay and will not accrue personal leave, sick leave, or vacation time for that month. Health benefits may be also impacted. Employees may refer to the County Health Benefits Policy. A personal leave is granted with the understanding that the employee intends to return to work for the County. If the employee fails to return within five (5) business days after the expiration of the leave, the employee shall be considered to have resigned.

Section 15.2. Work Related Illness or Injury.

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers' Compensation Act. The County covers workers' compensation through a self-insured plan. Any occupational injury or illness must be immediately reported to the supervisor or department head. All required medical treatment must be performed by a workers' compensation physician appointed by the County's Insurance Fund and payment for unauthorized treatment may not be covered pursuant to the Workers' Compensation Act.

No temporary workers' compensation benefits other than the payment of medical bills shall be paid until the employee has been disabled for a period of seven (7) calendar days from the work-related injury. The seven (7) calendar day period may be individual days, which are not required to be consecutive. If the employee remains disabled beyond the seven (7) day period, he or she will then receive temporary workers' compensation disability payment from the first day of their injury. Any sick days which may have been used by the employee during the initial seven (7) day period will be credited to the employee once the temporary disability payments begin.

While receiving workers' compensation benefits, the pension portion of an employee's benefits will still be paid by the County. If, however, an employee is receiving workers' compensation with pay (which is defined as one hundred (100%) percent compensation of salary) the employee is responsible for all deductions including pension.

Section 15.3. Veterans Rights and Benefits.

Employees who have the obligation to serve as members of the United States military, either as members of a state militia or as reservists in any of the branches of the armed forces, shall be entitled to such benefits as provided by applicable law. In the event an employee serving as a reservist is called to active duty, they shall promptly notify their department head and provide a copy of applicable orders. Employees serving as members of any state militia shall similarly notify the County of their annual service obligations as soon as they become known.

Section 15.4. Reserve Training.

In the event an employee serving as a reservist is called to active duty, they shall promptly notify their department head and provide a copy of applicable orders. Employees serving as members of any state militia shall similarly notify the County of their annual service obligations as soon as they become known.

ARTICLE 16. GRIEVANCE PROCEDURE

Section 16.1. Definition.

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 16.2. Grievance Initiated in Writing.

To be considered a grievance under this procedure, a grievance must be initiated in writing within ten (10) calendar days from the time the cause of the grievance occurred, and the procedures following shall be resorted to as the sole means of obtaining adjustment of the grievance.

Section 16.3. 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 16.4. Grievance Steps.

- (a) Step One. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor. The Supervisor shall within ten (10) working days thereafter give an oral decision on the grievance.
- (b) Step Two. 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 director. Within ten (10) working days thereafter, the grievance shall be discussed between the director 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.
- (c) Step Three. If the decision given by the director to the Union does not satisfactorily settle the grievance, the Union shall notify the Director of the Department of Human Resources, within ten (10) working days, of its desire to meet with the Director of the Department of Human Resources. The Director of the Department of Human Resources shall then 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.
- (d) Step Four. In the event the grievance is not satisfactorily settled by the meeting between the respective Director of the Department of Human Resources and the representative of the Union, then both Parties agree that, within thirty (30) calendar days, either party may request the Public Employment Relations Commission (hereafter "PERC") to aid them in the selection of an arbitrator, according to the rules and regulations of PERC. The arbitrator shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 16.5. Arbitrator's Authority.

The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. No dispute arising out of the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 16.6. Cost of Arbitration.

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 County and the Union.

Section 16.7. Designation by Union.

The Union shall notify the County in writing of the names of the employees designated by the Union to represent employees under the grievance procedure.

ARTICLE 17. SENIORITY

Section 17.1. Seniority List.

The County shall establish and maintain a seniority list. The list shall be made on a department basis by classification and shall include employees' names and dates of employment from the date of last hire. The employee with the longest length of continuous and uninterrupted classification service shall be placed at the top of the Seniority List. The names of all employees with shorter length of continuous service shall follow the name of such senior employee in classification order. The name of the employee with the shortest length of service shall appear last on the Seniority List. The seniority of each employee shall commence from the employee's last hire date with the County.

Section 17.2. Date of Seniority.

Other than seasonal and part-time employees, new employees retained beyond the ninety (90) day probationary period shall be considered regular employees and their length of service with the County shall begin from the date they were originally hired. The employees' names shall be placed on the Seniority List and such Seniority List shall be kept up to date with additions and subtractions as required.

Section 17.3. Probationary Period.

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

Section 17.4. Miscellaneous.

The County shall bridge all County time for employees who have been laid off and lost seniority as a result.

ARTICLE 18. FEDERAL AND STATE FUNDED PROGRAM EMPLOYEES

In accordance with the decision made by PERC in the matter of *In Re Passaic County Board of Chosen Freeholders*, Docket No. R0-7-152 (1977), such employees who are hired by the County under specially funded programs, although supplemental to the regular workforce, are public employees within the meaning of the Employee-Employer Relations Act, N.J.S.A. 34:13A-1, et seq. The Union and the County agree that such supplemental employees shall be included into a seniority list separate and apart from regular County employees for the purpose of layoff, transfer, promotion and demotion.

ARTICLE 19. JOB VACANCIES AND NEW JOBS CREATED

Section 19.1. New Jobs or Permanent Vacancies.

If new jobs are created or if permanent vacancies occur in a higher-rated position, the County shall determine the qualifications required for the position and shall determine which, if any, of its current employees meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the County, said employee may institute a meeting with the department head of the respective department involved within three (3) calendar days after the notification of the selection is made. The decision of the department head of the respective department involved may be made a subject for the grievance procedure.

Section 19.2. Posting of Job Vacancies.

- (a) The County agrees to post a notice of such new jobs or vacancies on a bulletin board in a visible area for a period of five (5) working days. Such notice shall contain a description of the job, the rate of pay, and the date the job will become available.
- (b) Employees interested in a job vacancy or new job created must sign the notice to be eligible. Preference will be granted based on departmental seniority, provided the applicant has the necessary skill and ability to perform the work required.

Section 19.3. Successful Applicant.

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 as required herein.

Section 19.4. Trial Period for Successful Applicant.

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 County, 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 that rate of pay for the job as of the date 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 pay of the position to which said employee is subsequently assigned.

Section 19.5. New or Materially Changed Job Title.

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

ARTICLE 20. WORKFORCE REDUCTION

Section 20.1. Condition Precedent for Workforce Reduction.

The County agrees that it will not engage any new employees unless all the regular, full-time employees are working the scheduled hours noted in this Agreement, in accordance with job classification.

Section 20.2. Reduction or Restoration of County Workforce.

In the reduction or restoration of the workforce, the rule to be followed shall be by classification and the length of service with the County. 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 20.3. Bumping Rights.

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.

ARTICLE 23. GENERAL PROVISIONS

Section 23.1. Discrimination Laws.

The Parties hereby agree to abide by all State and Federal Discrimination laws.

Section 23.2. Entire Agreement.

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

Section 23.3. Status Quo.

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 23.4. Safety Committee.

The County and the Union agree that they will establish a Safety Committee comprised of three (3) members from the Union and three (3) members from the County.

Section 23.5. Continuation of Employee Rights.

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

Section 23.6. Site Managers.

- (a) Site Managers who take money to the bank at the end of each shift shall be bonded by the County.
- (b) All Site Managers are mandated to go to the bank daily to make deposits. Site Managers will be allowed to leave their site one half hour (1/2) prior to close of business. All Site Managers will be paid their hourly rate for the one-half hour (1/2).

Section 23.7. Access to 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 of the Department of Human Resources. All employees shall have the right to respond to any document in the file in writing. Such response shall become part of the employee's personnel file. If an employee requests copies of his/her personnel file, the employee shall be required to pay for copies at the established rate.

Section 23.8. Tardiness during Inclement Weather.

No employee shall be docked if she/he arrives up to thirty (30) minutes late to work due to inclement weather, so long as the thirty (30) minutes are made up at the end of that workday. For office employees, the thirty (30) minutes will be made up by taking a one half (1/2) hour lunch on that day.

ARTICLE 24. ROUTE ASSIGNMENTS

Section 24.1. Permanent Assignments for Meal Delivery Routes.

The Nutrition Services Director or his/her designee shall establish permanent assignments for both congregate and home delivered meal delivery routes. These routes shall be assigned based on overall County seniority. At his/her discretion, the Nutrition Services Director may reassign route assignments based on the performance of an employee.

Section 24.2. Adjustment of Daily Route Assignments.

The County reserves the right to adjust the daily route assignments where it is deemed necessary to complete the mission of the County efficiently and effectively.

Section 24.3. Open Route Assignment.

- (a) When a route is vacated, either due to an employee's resignation or reassignment, that open route will be posted for five (5) days. The most senior qualified delivery worker who has bid on the open route will be assigned the route. If qualifications are equal, the most senior delivery worker shall be assigned the route.
- (b) Unassigned delivery workers shall have the rights to open routes based on their seniority. Unassigned delivery workers shall bid for open positions as well as those with permanent routes.

ARTICLE 25. HEALTH AND SAFETY

The County shall, always, maintain safe and healthy working conditions and shall provide employees with any wearing apparel, tools, or devices needed to ensure their safety and health. Employee or Union complaints of unsafe or unhealthy working conditions shall be reported to the department director or designee and shall be promptly investigated.

ARTICLE 26. PAST PRACTICE

If the County makes a significant change in the operational methods, which has an impact on the hours of work, work schedules, or compensation levels of employees, the County shall negotiate the impact of those changes on the employees with the Union. If the County and the Union cannot mutually agree on a remedy to the impact, the County may implement the changes on thirty (30) days' notice to the Union and the Union may seek a remedy through the grievance procedure of this Agreement.

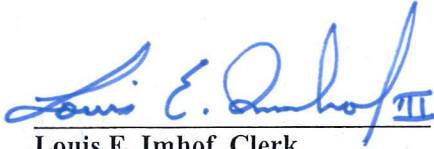
ARTICLE 27. DURATION OF AGREEMENT

This Agreement shall be for a five (5) year term, effective on January 1, 2021, and shall continue in full force and effect until December 31, 2025 and shall automatically renew itself from year to year thereafter, unless either of the Parties is given notice in writing, at least ninety (90) days prior to the expiration date, to change, modify, or terminate this Agreement. In such cases, the Parties shall endeavor to negotiate a new Agreement within ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be signed by their proper officials and duly considered officials, this 8th day of JUNE 2021.

Attest:

COUNTY OF PASSAIC



Louis E. Imhof, Clerk
Board of County Commissioners



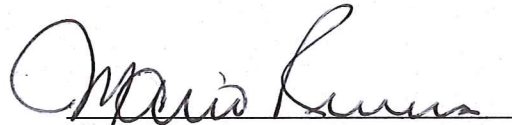
Pasquale Lepore, Director
Board of County Commissioners

AS TO FORM AND LEGALITY:



Matthew P. Jordan, Esq.
Passaic County Counsel

COMMUNICATION WORKERS
OF AMERICA LOCAL NO. 1032



Mafio Rivera
Staff Representative