

Collective Negotiations Agreement

between the

County of Passaic

and

International Brotherhood of Teamsters, Local 11

representing Motor Vehicle Operator Elderly & Handicap employees in the Paratransit Division

for the period of

January 1, 2024 to December 31, 2027

Prepared by:

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THIS AGREEMENT made and entered into on this day 25th of April, 2024, by and between the County of Passaic ("County"), with its principal place of business located at 401 Grand Street, Paterson, New Jersey 07505, and the International Brotherhood of Teamsters, Local No. 11 ("Union"), with its principal place of business located at 810 Belmont Avenue, Suite 200, North Haledon, New Jersey 07508, a labor organization representing full time Motor Vehicle Operator Elderly & Handicap employees in the Paratransit Division.

ARTICLE 1. RECOGNITION

Section 1. Union Recognition.

The County hereby recognizes the Union as the exclusive bargaining agent for the Motor Vehicle Operator Elderly & Handicap employees in the Paratransit Division now employed or to be employed working twenty five (25) hours or more, exclusive of supervisory, office, and clerical employees, in all those matters specifically provided herein pertaining to rates of pay, hours of work, and other conditions of employment for a collective bargaining agreement ("Agreement"), pursuant to N.J.S.A. 34:13A-1, et seq.

Section 2. Definition of Employees.

Wherever used herein the term "Employees" shall mean and be construed only as referring to the full time Motor Vehicle Operator Elderly & Handicap employees in the Paratransit Division, exclusive of supervisors, office, and clerical employees.

ARTICLE 2. UNION SECURITY

Section 1. Form of Union Security.

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

- (a) All present Employees who are members of the Union on the effective date of this Agreement can remain members of the Union in good standing by payment of regular monthly dues. All present employees who are not members of the Union can opt to pay a Voluntary Representation Fee as set forth in Article 3. Check-off Union Dues of the Agreement.
- (b) At the time of hire, new employees in the Union will be informed of their right to join the Union within thirty (30) days or pay the Voluntary Representation Fee.

Section 2. Notification of New Employees.

The County will notify the Union of any newly hired employees within fifteen (15) days of their starting date.

ARTICLE 3. CHECK-OFF UNION DUES

Section 1. Payroll Deductions.

The County hereby agrees to:

- (a) 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 during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

- (b) 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 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. Voluntary Representation Fee.

- (a) If an Employee does not become a member of the Union during any membership year which is covered in whole or in part by the Agreement, said Employee can opt to pay a voluntary representation fee to the Union for that membership year. The purpose of the voluntary representation fee is to offset the employee's per capita cost of services rendered by the Union as the majority representative.
- (b) Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues and initiation fee charged by the Union to its members for that membership year. The voluntary representation fee shall be eighty-five percent (85%) of that amount.
- (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 Employees who have not become members of the Union for said membership year.
- (d) The County will deduct the voluntary representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - i. Within twenty-one (21) days after receipt of the aforesaid list by the County; or
 - ii. Thirty (30) days after the Employee begins his/her employment in the Union, unless the Employee previously served in the Union and continued in the employ of the County in a non-Union position, or was on layoff, in which event the deductions will begin the first paycheck paid ten (10) days after the resumption of the Employee's employment in the Union position, whichever is later.
- (e) Except as otherwise provided in this Article, the mechanics for the deduction of voluntary representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- (f) The Union will notify the County in writing of any changes in the list provided as set forth herein and/or the amount of the voluntary representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the County received said notice.
- (g) On or about the last day of each month, the County will submit to the Union a list of all Employees who began their employment in a Union position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such Employees.

- (h) The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A 5.5(c) and 5.6, and membership in the Union shall be available to all Employees in the Union 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.
- (i) The Union shall hold the County harmless from any claims raised against it by an Employee as a result of fulfilling its obligation under Article 3. Check-Off Union Dues.

ARTICLE 4. MANAGEMENT RIGHTS

Except as modified herein, the County shall have the right to determine all matters concerning the management and administration of the public agency, which rights shall include, but not be limited to the rights to (a) direct the 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 or other proper reasons; (e) maintain the efficiency of the operation; (f) determine methods, means and personnel by which such operations are to be conducted; and (g) take any action necessary in conditions of emergency, regardless of prior commitments, to carry out the missions of the County.

ARTICLE 5. WORK WEEK

Section 1. Normal Work Week.

The normal work week shall consist of eight (8) hours per day, five (5) days per week. Employees shall work a forty (40) hour work week.

Section 2. Overtime.

- (a) Any work performed on the sixth day shall be paid at one and one half (1 ½) the employee's regular rate of pay.
- (b) Any work performed on the seventh day shall be paid at two (2) times the employee's regular rate of pay.

ARTICLE 6. HOURS OF WORK

Section 1. Paratransit Division.

Employees will be scheduled according to the needs of the County. In order to provide adequate coverage, the County retains the right to adjust the schedule in accordance with the Agreement:

6:00 AM to 2:30 PM
7:00 AM to 3:30 PM
7:30 AM to 4:00 PM
8:00 AM to 4:30 PM

Section 2. Stand-By.

Drivers are to report to the Paratransit offices and notify management of their location. If scheduled for Stand-By work, drivers are to report on their scheduled time and remain available in the driver's room.

Section 3. Lunch Break.

Employees in the Union shall be entitled to a one half (1/2) hour unpaid lunch, with an allowable fifteen (15) minute grace period for travel time after the drop off a passenger.

ARTICLE 7. RATES OF PAY

Section 1. Overtime Rates.

- (a) Any work performed beyond eight (8) hours in any one workday shall be considered overtime and shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate of pay for all such hours worked. Overtime must be approved in advance.
- (b) Any work performed on the sixth day of the employee's normal work week shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate of pay for all such hours worked, provided the employee shall have worked his full workweek.
- (c) Any work performed on the seventh day of the employee's normal work week shall be compensated at the rate of two (2) times the regular hourly rate for all such hours worked.

Section 2. Call-In Pay.

- (a) Employees called to work prior to the start of their regularly assigned shift shall be paid overtime at the rate of one and one half (1 ½) times the regular rate for such hours worked prior to the beginning of the regular workday hours.
- (b) Employees called back to work after the conclusion of the normal shift shall be entitled to a minimum of three and one half (3 ½) hours call back pay at the overtime rate of one and one half (1 ½) times the regular hourly rate. The County will make every effort to call back Employees within the needed classification on overtime.
- (c) In the event an employee reports for regularly scheduled work shift without having been previously notified that there is no work, said employee shall be guaranteed four (4) hours straight time rate.

Section 3. Equitable Distribution of Overtime.

- (a) Overtime shall be distributed as equitably as practical among the Employees qualified by classification and/or otherwise capable of performing the work required, except that an Employee shall not be removed from a job which the employee has been performing on that day, in order to provide such equitable distribution.
- (b) Overtime distribution shall be within Departmental lines only.
- (c) In the event any employee does not accept the overtime, his or her name will be placed at the bottom of such list as if they had accepted such request for overtime. Employees who are not contacted through telephone conversation will not be charged as refusing to accept the overtime.

Section 4. Seasonal Employees.

Except in case of vacation and/or emergency or in the event of performance on an assigned job, no seasonal or part time employee shall perform in excess of thirty-five (35) hours per week, the duties of Employees

in the Union, nor shall seasonal or part time employees be hired or retained if regular permanent Employees are on a temporary layoff due to a reduction in force.

Section 5. Higher Classification Pay.

- (a) 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 for a major portion of the workday.
- (b) An Employee temporarily transferred to a lower classification shall suffer no reduction in pay.
- (c) The provisions in Article 7, Section 5, Part A and B are effective when such duty changes are made for the convenience of the County.

Section 6. 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.
 - 2% of base pay after completion of 7 years of service.
 - 4% of base pay after completion of 10 years of service.
 - 6% of base pay after completion of 15 years of service.
 - 8% of base pay after completion of 20 years of service.
 - 10% of base pay after completion of 25 years of service
- (b) All Employees currently on the payroll shall continue to enjoy the longevity benefit as established within the County.
- (c) Any new hire, employed after December 31, 1999, shall no longer receive longevity pay.

Section 7. Employee Rate of Pay.

- (a) **Salary Guide.** Effective and retroactive to January 1, 2024, the Salary Guide attached hereto shall be applicable to all Employees in the Union.
- (b) **Rate of Pay in 2024.** Effective and retroactive to January 1, 2024, Employees in the Union will move one (1) step on the Salary Guide with no cost of living adjustment. Effective and retroactive to January 1, 2024, all Employees at maximum on the Salary Guide shall receive a two and half percent (2.5%) increase on base salary.
- (c) **Rate of Pay in 2025.** Effective January 1, 2025, Employees in the Union will move one (1) step on the Salary Guide with no cost of living adjustment. Effective January 1, 2025, all Employees at maximum on the Salary Guide shall receive a two and half percent (2.5%) increase on base salary.
- (d) **Rate of Pay in 2026.** Effective January 1, 2026, Employees in the Union will move one (1) step on the Salary Guide with no cost of living adjustment. Effective January 1, 2026, all Employees at maximum on the Salary Guide shall receive a two and half percent (2.5%) increase on base salary.

- (e) **Rate of Pay in 2027.** Effective January 1, 2027, Employees in the Union will move one (1) step on the Salary Guide with no cost of living adjustment. Effective January 1, 2027, all Employees at maximum on the Salary Guide shall receive a two and half percent (2.5%) increase on base salary.

Section 8. Commercial Driver’s License.

Effective January 1, 2024, the County shall pay for the costs related to an Employee in the Union to obtain his/her commercial driver’s license, pursuant to the following conditions:

- (a) An employee will be hired provisionally as a Senior Clerk Driver pending completion of all required certifications for a commercial driver’s license in the State of New Jersey. During the provisional period, the employee shall drive non- CDL vehicles, as directed by the County.
- (b) During the provisional period, the employee shall be required to complete the certification for a commercial driver’s license in the State of New Jersey within six (6) months of his/her date of hire, with the County paying all costs related to same. If the employee fails to obtain certification, he/she shall be subject to termination.
- (c) Once the employee completes the commercial driver’s license certification, he/she shall be promoted to the title of Motor Vehicle Operator Elderly & Handicap and be placed on the first step of the Salary Guide.
- (d) An employee who receives the commercial driver’s license certification from the County is required to provide at least two (2) years of service in the title of Motor Vehicle Operator Elderly & Handicap to the County. If the employee is separated from employment before the two (2) years of service, he/she shall be required to reimburse the County for the costs associated with obtaining the commercial driver’s license certification.

ARTICLE 8. PAY FOR TIME NOT WORKED

Section 1. 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’s Birthday	Election Day
President’s Day	Veteran’s Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth (third Friday of June)	½ day for Christmas Eve
Independence Day	Christmas Day
Labor Day	½ day for New Year’s Eve

Section 2. Eligibility.

- (a) An Employee, to be eligible for holiday pay, 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.

- (b) If an Employee calls in sick prior to or after a holiday, a sick day is not considered an excused day unless a medical document is submitted upon returning to work.

Section 3. Holidays Worked.

All employees who are scheduled to work on any of the holidays shall be compensated for such work at one and one half (1 ½) time for all hours worked, plus the eight (8) hour holiday pay.

Section 4. Saturday or Sunday Holiday.

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

Section 5. Holiday during Vacation.

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

ARTICLE 9. VACATION

Section 1. Vacation Accrual.

- (a) Each full time Employee shall accrue vacation leave with pay at the rate of one (1) working day per month during the first year of employment and each anniversary shall be entitled to vacation pay in accordance with the schedule of days of entitlement as follows:

First calendar year	1 day per month
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 and over	22 working days during each year of service

- (b) Full time Employees hired after January 1, 2006 shall accrue vacation leave with pay at the rate of .83 working days per month during the first year of employment and each anniversary will be entitled to vacation with pay in accordance with the schedule of days of entitlement as follows:

1 – 5 years	10 working days during each year of service
6 – 10 years	12 working days during each year of service
11 – 15 years	15 working days during each year of service
16 – 20 years	18 working days during each year of service
21 years and over	20 working days during each year of service

- (c) No vacation time will be taken during the ninety (90) day probationary period.
- (d) In the event the Employee voluntarily leaves the employ of the County before the vacation period, the Employee shall be compensated for any accrued vacation time that may be due said Employee in accordance with the above schedule.

- (e) In the event the Employee separates his/her employment with the County, the Employee shall be paid for benefit time only.
- (f) In the event the Employee was advanced vacation time, that Employee must reimburse the County for such time.
- (g) In accordance with County policy, Employees may only carry over one (1) year vacation time.
- (h) Employees may not extend their scheduled vacation by using sick days unless on an approved leave of absence.

Section 2. Vacation Calendar.

The County shall post the vacation calendar on the bulletin board not later than January 30th of each year. In preparing the vacation schedule, the County shall endeavor to grant vacation based on departmental seniority and classification mix of its Employees. All vacation requests after February 27th are subject to managers' approval and may be denied due to heavy scheduling or prior requests based on Employee seniority. No more than three (3) drivers will be granted vacation in any one day. The approved and final schedule will be posted no later than April 30th of each year.

ARTICLE 10. PAID SICK LEAVE

Section 1. Sick Time Accrual.

Each full-time Employee shall accrue paid sick leave as follows: one (1) working day per month during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1st of each succeeding year. Such earned sick leave shall be cumulative from year to year. Employees will not be entitled to sick leave during the ninety (90) day probationary period.

Section 2. Use of Unearned Sick Time.

Should an Employee use all his paid sick leave days and the County allows the Employee to use paid sick leave days not yet earned, and the Employee's employment with the County is terminated, the County reserves the right to deduct the unearned paid sick leave from any monies the employee may have due him.

Section 3. Doctor's Verification.

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. Employees absent on sick leave for five (5) or more consecutive working days must submit a doctor's verification of illness or injury and leave paperwork must be completed by the Department and submitted to the Department of Human Resources.

Section 4. Unused Sick Time at Retirement.

Upon retirement from the County, Employees shall be paid for unused sick leave at the rate of fifty percent (50%) for each day accumulated, to a maximum of twelve thousand dollars (\$12,000.00), as per resolution.

Section 5. Sick Time Notification.

Employees who are absent are responsible for calling in by 6:00 AM and indicating the reason for their absence. Calls from anyone other than the Employee will not be accepted. The Employee must call in each day unless a doctor's note has been submitted. If the Employee failed to call in, the supervisor has the right to dock the Employee and discipline the Employee as indicated in the disciplinary section of this Agreement. For just cause, the supervisor may request a physician's note.

Section 6. Exhaustion of Sick Time.

If an Employee exhausts their earned sick time, they may apply for Temporary State Disability. Employees on "without pay status" will not receive credit for benefit days for longevity pay.

ARTICLE 11. 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 County at least three (3) days in advance. Personal leave must be with the approval of the County. Personal days must be used each year or they will be forfeited. Employees shall accrue one (1) personal day every four (4) months.

ARTICLE 12. BEREAVEMENT LEAVE

Employees are governed by the County Personnel Policies and Procedures Manual approved by the Board of County Commissioners of the County of Passaic via Resolution No. R20150377 with respect to Bereavement Leave. Specifically, employees are entitled to three (3) consecutive day's leave of absence for the death of an employee's immediate relative. Bereavement Leave shall not extend beyond three (3) consecutive 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, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave. Employees may be asked for proof at the discretion of the Department of Human Resources or Administration.

ARTICLE 13. JURY DUTY

Employees are governed by the County of Passaic Personnel Policies and Procedures Manual approved by the Board of County Commissioners of the County of Passaic via Resolution No R20150377 with respect to Jury Duty service. Specifically, 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 with pay 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 completion of service, employees shall submit official confirmation of service provided by the vicinage.

ARTICLE 14. NON-CASH BENEFITS

Section 1. 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 2. Traditional Healthcare Plan Eligibility.

Employees hired after February 9, 2016 shall not be entitled to enroll in the County’s traditional health care plan.

Section 3. Lifetime Benefits Eligibility.

Employees hired after February 9, 2016, shall not be entitled to lifetime benefits upon retirement.

Section 4. Out-of-Network Coverage.

Effective February 9, 2016, all out-of-network coverage charges will be paid at one hundred and fifty percent (150%) of the Medicare Rate Schedule.

Section 5. Prescription Benefits.

- (a) Prescription Refills. Employees will be able to fill a 30-day supply for long term medications at any non-CVS pharmacy of their choice. For 90-day supplies, medications must be filled at any CVS retail or CVS mail order pharmacy.
- (b) Three Tier Copays. Employees co-pays for prescription benefits will be paid according to the following rates:
 - i. Tier One: Generic Drugs (\$5.00 Brand – Plan 1).

Prescription Type	Co-Pay
Retail generics	\$0.00
Retail preferred brands	\$5.00
Retail non-preferred brands	\$20.00
Mail generics	\$0.00
Mail preferred brands	\$5.00
Mail non-preferred brands	\$20.00
Preventive retail generics	\$0.00
Preventive retail preferred brands	\$5.00
Preventative retail non-preferred brands	\$20.00
Preventative mail generics	\$0.00
Preventative mail preferred brands	\$5.00
Preventative mail non-preferred brands	\$20.00
Specialty retail generics	\$0.00
Specialty retail preferred brands	\$5.00
Specialty retail non-preferred brands	\$20.00
Specialty mail generics	\$0.00
Specialty mail preferred brands	\$5.00
Specialty mail non-preferred brands	\$20.00

- ii. Tier Two: Preferred Brands (\$10.00 Brand – Plan 2).

Prescription Type	Co-Pay
Retail generics	\$0.00

Retail preferred brands	\$10.00
Retail non-preferred brands	\$25.00
Mail generics	\$0.00
Mail preferred brands	\$10.00
Mail non-preferred brands	\$25.00
Preventative retail generics	\$0.00
Preventative retail preferred brands	\$10.00
Preventative retail non-preferred brands	\$25.00
Preventative mail generics	\$0.00
Preventative mail preferred brands	\$10.00
Preventative mail non-preferred brands	\$25.00
Specialty retail generics	\$0.00
Specialty retail preferred brands	\$10.00
Specialty retail non-preferred brands	\$25.00
Specialty mail generics	\$0.00
Specialty mail preferred brands	\$10.00
Specialty mail non-preferred brands	\$25.00

- (c) Generic Prescriptions. When a generic prescription is available, but the pharmacy dispenses the brand per the employee or physician's request, the employee will pay the difference between the brand discount and the generic discount, in addition to the generic copayment.

ARTICLE 15. UNIFORM & SAFETY EQUIPMENT

It shall be the responsibility of the Employees to adhere to the dress code. A full uniform that is clean and not tattered, shall be worn every day (shirts, pants, and jackets) along with the Passaic County Employee Identification Badge. No open toes shoes are permitted. Employees who do not adhere to this Article 15. Uniform & Safety Equipment, shall be sent home with loss of pay and shall be subject to disciplinary action.

ARTICLE 16. MISCELLANEOUS BENEFITS

Section 1. Leaves of Absence.

- (a) Permanent Employees may request a personal leave of absence for a period not exceeding ninety (90) days without loss of seniority. Such applications shall state the reasons for such request. The County 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. The County shall make the final disposition of such request.
- (c) Employees shall request a leave without pay in accordance with the Federal and State Family Leave Act, provided said Employee meets the requirements under that Act. Upon receipt of proper documentation, the Employee shall be entitled to a family leave of twelve (12) weeks per year. Medical benefits shall be provided by the County for the duration of the twelve (12) week period.

Section 2. Workers' Compensation Policy.

- (a) Employees who suffer job-related injuries and illnesses may be entitled to medical expenses, lost income, and other compensation under the New Jersey Workers' Compensation Act. The County covers workers' compensation benefits 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 County.
- (b) Insurance Fund and payment for unauthorized medical treatment may not be covered pursuant to the Workers' Compensation Act.
- (c) 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.
- (d) 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.
- (e) All Workers' Compensation issues not discussed herein are governed by the County Personnel Policies and Procedures Manual approved by the Board of County Commissioners of the County of Passac via Resolution No R20150377.

Section 3. Veterans' Rights and Benefits.

- (a) The seniority rights of all Employees who are drafted pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military service. Each such Employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the Employee at the time of said Employee's induction into military service, together with all salary increases granted by the County to said Employee's previous position during the period of such military service.
- (b) Such reinstatement of veterans shall be in accordance with the law in effect at the time of discharge from military service.

Section 4. CDL Policy.

Employees within this Union will follow established CDL policy.

Section 5. Safety Equipment.

It is agreed that all Employees will utilize the safety equipment as provided by the County. Safety back belts must be worn while Employees are lifting and maneuvering wheelchairs.

Section 6. Hepatitis Vaccine.

Employees shall be entitled to Hepatitis vaccine on a voluntary basis, provided the Employee submits clearance from his/her physician.

Section 7. Shoe Allowance.

Employees will have the ability to choose work shoes in an amount not to exceed two hundred dollars (\$200.00) from a County selected vendor, which will be accessible during work hours. Employees shall have the ability to select his/her work shoes one time in each year the Agreement is in place.

Section 8. Fingerprinting.

The County shall pay the cost of fingerprinting as required by State law for the drivers who hold a CDL license. The County shall pay the cost of the Medical Certification Renewal Fee at a location as designated by the County. This would not cover new employees who are required to have a background check as part of the requirement for employment.

Section 9. Union DRIVE Voluntary Contribution.

The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Democrat Republican Independent Voter Education ("DRIVE"). DRIVE shall notify the County of the amounts designated by each contributing employee that are deducted from his/her paycheck on a weekly basis for all hours worked. The County shall transmit to DRIVE national headquarters monthly in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's check.

ARTICLE 17. GRIEVANCE PROCEDURE

Section 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 2. Consideration of Grievance.

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

Section 3. Procedure.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

Section 4. Steps.

- (a) **Step One.** The grievance, when it first arises, shall be taken up orally between the Employee, the Shop Steward, and the Foreman. The Foreman 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 Supervisor. Within ten (10) working days thereafter, the grievance shall be discussed between the Supervisor of the respective Department involved and a representative of the Union. A written decision shall be given to the Union within ten (10) working days thereafter.
- (c) **Step Three.** If the decision given by the Supervisor of the respective Department involved to the Union does not satisfactorily settle the grievance, the Union shall notify the Director, within ten (10) working days, of its desire to meet with the Director, who shall meet with a representative of the Union within ten (10) working days after receipt of such notice. A written decision shall be given to the Union within ten (10) working days thereafter.
- (d) **Step Four.** In the event the grievance is not satisfactorily settled by the meeting between the respective Director and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of that Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding. Arbitrations shall be in accordance with N.J.S.A. 34:13A-5.3.

Section 5. Arbitration.

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 any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 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 7. Designation of Union Representatives.

The Union will notify the County, in writing, of the names of its Employees who are designated by the Union to represent Employees under the grievance procedure.

ARTICLE 18. SENIORITY

Section 1. Seniority List.

The County shall establish and maintain a seniority list by classification of Employees, names, and dates of employment from date of last hire on a department basis, with the Employee with the longest length of continuous and uninterrupted classification service to be placed at the top of said seniority list. The name of all Employees with shorter length of continuous service shall follow the name of such senior employee, in classification order, until the name of the Employee with the shortest length of service appears at the foot

of the list. The seniority of each Employee shall commence from the Employee's date of last hiring with the County.

Section 2. Inclusion on Seniority List.

Other than seasonal and part time employees, new Employees retained beyond the ninety (90) days shall be considered regular Employees and their length of service with the County shall begin with the original date of their employment and their names placed on the "Seniority List." Such Seniority List shall be kept up to date with additions and subtractions as required.

Section 3. Probationary Period.

During the aforementioned probationary period, the County may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The County shall have no responsibility for the reemployment of probationary employees if they are dismissed during the probationary period.

Section 4. Shop Steward.

The Shop Steward shall have automatic top Departmental seniority during his or her term of office.

ARTICLE 19. JOB VACANCIES, NEW JOBS CREATED

Section 1. New Jobs.

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 the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If an Employee is dissatisfied with the determination of the County, said Employee may institute a meeting with the Department Head of the respective Department involved, within three (3) calendar days after the notification of the selection is made. However, the decision of the Department Head of the respective Department involved may be made a subject for the Grievance Procedure.

Section 2. Notice of New Jobs.

The County agrees to post a notice of such new jobs or vacancies on the bulletin board for a period of seven (7) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Departmental Employees interested, in order to be eligible, must sign the notice. Preference will be granted on the basis of departmental seniority provided the applicant has the necessary skill and ability to perform the work required.

Section 3. Notification.

If a bidder is a successful applicant, said Employee will be notified by a notice placed on the bulletin board within seven (7) working days after the expiration of the seven (7) working days required under Article 19. Job Vacancies, New Jobs Created, Section 2. Notice of New Jobs, above.

Section 4. Trial Period.

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 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 is assigned.

Section 5. Hourly Rate.

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. FORCE REDUCTION

Section 1. New Employees.

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

Section 2. Reduction or Restoration of Work Force.

In the reduction or restoration of the working force, the rule to be followed shall be by classification and 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 3. Reduction in Job Classification.

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

Section 4. Loss of Seniority.

An Employee's seniority shall cease under the following conditions: (1) resignation or termination of employment for cause; (2) failure to report for work for five (5) consecutive work days without notifying the County; or (3) layoff of more than twelve (12) consecutive months.

ARTICLE 21. DISCHARGE

Section 1. Cause for Discharge.

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

Section 2. Disciplinary Action Procedure.

The procedure for taking disciplinary action or measure against an Employee covered by this Agreement shall be set forth as follows in accordance with the New Jersey Administrative Code. Disciplinary action or measures shall be in a professional nature. The first step being oral warning, second step a written warning, and third step a major disciplinary hearing. Disciplinary action may be imposed upon an Employee for failing to fulfill his responsibilities as an Employee. Where the Supervisor seeks the imposition of suspension without pay, or dismissal from service, notice of such disciplinary action shall be made in writing and served upon the Employee. Discipline shall be imposed for just cause. The conduct for which discipline is imposed and the penalty proposed shall be specified in the notice. The notice served on the Employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times, and places. The Employee shall be provided with one copy of the notice. The Union representative at the appropriate level shall be notified, in writing, within twenty-four (24) hours of the name of the Employee served with a notice of discipline. All disciplinary action should be documented and forwarded to a Union representative. A Union representative should be present during a major disciplinary proceeding. Postponements of disciplinary hearings will not be granted unless the Employee submits documentation of legitimate reason for the postponement.

ARTICLE 22. TERMINATIONS

Section 1. Separation.

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

Section 2. Resignation.

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

ARTICLE 23. WORKING TEMPERATURE

Section 1. Garage Temperature.

During the months of November, December, January, and February, the County under normal circumstances will endeavor to maintain the garage inside temperature at or above 58 degrees Fahrenheit.

Section 2. Reassignment.

It is further understood that, if under normal circumstances, the County is unable to maintain the stated minimum temperature, and such condition persists for a period of four (4) or more hours in a given work shift, the County may reassign the affected Employees to other locations until the condition has been corrected.

ARTICLE 24. GENERAL PROVISIONS

Section 1. Discrimination Laws.

It is agreed that the parties hereto will continue to abide by all State and Federal discrimination laws and no Employee shall be discriminated against or interfered with because of Union activities.

Section 2. Full Agreement.

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

Section 3. Union Bulletin Board.

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

Section 4. Maintaining Present Wages and Working Conditions.

No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all Employees.

Section 5. Toll Tickets and Equipment.

All toll tickets and equipment issued to drivers shall be accompanied by a receipt signed by the driver, in order to avoid any disputes as to the amount owed by the driver.

Section 6. Reimbursement for Telephone Calls.

The County shall reimburse all drivers for telephone calls and expenses incurred having a direct relation to operations.

Section 7. Vehicle Safety.

No driver shall be disciplined for refusing to drive an unsafe vehicle. If the County's position is that the vehicle is safe, the dispute as to whether the vehicle is unsafe shall be referred to the State motor carrier for final determination and the driver shall drive the vehicle during the interim period. Under no circumstances will a driver be required to drive a bus without the maintenance department's signed and written determination that the vehicle is safe.

Section 8. Spare Vehicles.

Whenever a spare vehicle which meets the client's route requirements is available at the terminal in question, the driver will be permitted to drive such spare vehicle until the dispute is resolved. However, if a driver is involved in repeated disputes of this nature, the Union will meet with the driver to determine the legitimacy of the problem.

Section 9. Probationary Employees.

Employees, who are within the test period, shall complete the working test period prior to enjoying benefits days or health insurance coverage. Upon completion of the working test period, Employees shall receive benefits retroactively.

ARTICLE 25. DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 2024, and shall continue in full force and effect until December 31, 2027. The Agreement 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 the ninety (90) days prior to the expiration of this Agreement.

ARTICLE 26. PAYROLL

The County, at its sole discretion, can change from bi-weekly payroll to bi-monthly payroll.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper and duly considered officials, this 25th day of April 2024.

Attest:

COUNTY OF PASSAIC

**Louis E. Imhof III, Clerk
Board of County Commissioners**

**John W. Bartlett, Director
Board of County Commissioners**

AS TO FORM AND LEGALITY:

PASSAIC COUNTY ADMINISTRATOR

**Nadege D. Allwaters, Esq.
Passaic County Counsel**

**Matthew P. Jordan, Esq.
Passaic County Administrator**

Attest:

IBT LOCAL 11

**Maryann Tittle, BA/Secretary Treasurer
IBT Local 11**

**Michael J. Curcio, President
IBT Local 11**

**Frank Mann, Negotiation Committee
IBT Local 11**

APPENDIX A – LABOR MANAGEMENT COMMITTEE

The County and Union agreed to establish a Labor Management Committee (“Committee”) comprised of the Passaic County Administrator or his/her designee, the Director of Human Resources or his/her designee, the Department Directors, the designated Union Shop Stewards, and the designated officials from the Union. The Committee shall meet on a quarterly basis to resolve all issues related to the Agreement, including safety, workplace, and other grievances that may arise in the administration of the Agreement.

APPENDIX B – EDUCATIONAL FUND

The County agrees to contribute three cents (\$0.03) per hour to the International Brotherhood of Teamsters Local 11 Educational Program Fund (“Fund”) for all hours Employees receive pay. The Fund is to be administered in accordance with the Local 11 Benefit Plan Trust Agreement by an equal number of County and employee trustees. Such contribution will be submitted to the Union on a quarterly basis.

APPENDIX C – SALARY GUIDE

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$43,680	\$45,580	\$47,480	\$49,380	\$51,280	\$53,180	\$55,080	\$56,980	58,340