
Memorandum of Agreement

between the

County of Passaic

and

International Brotherhood of Teamsters, Local No. 11

representing employees in the Department of Health Services

WHEREAS, this Memorandum of Agreement (hereafter "MOA") is entered into between the County of Passaic (hereafter "County") and International Brotherhood of Teamsters Local No. 11 (hereafter "Union") representing various employees in the County's Department of Health Services; and

WHEREAS, the terms negotiated herein were done so in good faith and in compliance with N.J.S.A. 34:13A-1, et seq., and amend the collective bargaining agreement (hereafter "Agreement") that expired between the County and Union on December 31, 2025; and

WHEREAS, at negotiation sessions between representatives of the County and Union, having bargained in good faith and agreed, hereby state the following amendments to the Agreement:

CHANGES THROUGHOUT THE AGREEMENT¹

The following changes shall be made throughout the Agreement:

1. Adding section titles that are not otherwise noted for ease of clarity in the Table of Contents.
2. Strike all references to Office of Professional Employees International Union, AFL-CIO, Local No. 32 and replacing it with International Brotherhood of Teamsters, Local No. 11.
3. When a clause in the Agreement is deleted, the Article and/or Section shall be renumbered for ease of clarity.

ARTICLE I. RECOGNITION

Strike the language and insert the following:

The Board of County Commissioners of the County of Passaic (hereafter "Board"), hereby recognizes the Union as the exclusive bargaining agent for all regularly employed full time and part time professionals now employed or to be employed by the County's Department of Health Services, including the

¹Text underlined is new language, language with a strikethrough is being deleted, language untouched exists in the Agreement.

following job titles:

JOB TITLE	CSC CODE
Clerk 1	01245
Keyboarding Clerk 1	01268
Environmental Specialist Education Programs	01743@
Industrial Hygienist	05394
Public Health Nurse	02912
Senior Public Health Nurse	03536
Community Service Worker	01319
Senior Field Representative Health Education	04468
Epidemiologist	01745
Program Monitor	04700
Registered Environmental Health Specialist	03097
Environmental Health Specialist	07528
Senior Data Processing Programmer	03295
Right to Know Project Specialist	07756
Health Educator	01981
Registered Environmental Health Specialist Trainee	03101
Field Representative Health Education	01816
Senior Registered Environmental Health Specialist	03569

The County and Union expressly agree that this shall not include confidential, managerial executives, and specifically shall exclude the following managerial titles: Principal Registered Environmental Health Specialist, Chief Registered Environmental Health Specialist, District Recycling Coordinator, Public Health Nurse Supervisor, Supervising Environmental Health Specialist, and Confidential Assistant.

ARTICLE II. UNION SECURITY

Strike the language and insert the following:

Section 1. 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.
- (b) 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 thirty (30) days thereafter.

Section 2. Notification.

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

Section 3. Payroll Deduction.

- (a) The County hereby agrees to deduct from wages of employees by means of a check-off the dues uniformly required by the Union 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 on the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction. Thereafter, the regular deduction shall apply to dues owed for the following month.
- (b) In making the deductions and transmittals as specified in Article 2, Section 1 (a), the County shall rely upon the most recent communication from the Union as the amount of monthly dues and the proper amount of the initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 4. 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 N.J.S.A. 34:13A-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 payroll and voluntary representation fee deductions as set forth herein.
- (i) The Union shall hold the County harmless from any claims raised against it by an employee as a result of fulfilling its obligation herein.

ARTICLE IV. MANAGEMENT RIGHTS

Amend the language in Article IV (b) as follows:

- (b) Hire, promote, transfer, assign, and retain employees in positions within the County, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause.

ARTICLE V. WORK WEEK

Strike Article VI. Hours of Work and consolidate into Article V. Work Week.

Section 1. Standard Work Week.

- (a) The normal work week shall be five (5) consecutive days per week, Monday through Friday, with two (2) consecutive days off.
- (b) The County reserves the right to change hours or days of work when it is in the best interest of the County, with forty-eight (48) hours' notice to employees, except in the case of an emergency.

Section 2. Hours of Work.

- (a) Employees shall work a thirty-five (35) hour work week, with a one (1) hour unpaid lunch.
- (b) Employees hours of work are between 8:30 AM and 4:30 PM. All employees are required to document their departure to and from lunch.
- (c) The one (1) hour unpaid lunch shall be duty free. However, during an emergency an employee may be required to work. In this instance, the employee's supervisor shall arrange an alternative time for the employee to take lunch.

Section 3. Overtime.

- (a) Time worked between thirty-five (35) and forty (40) hours is earned at straight time.

- (b) Any work performed beyond forty (40) hours in a work week shall be paid at a rate of one and one half (1 ½) times the regular hourly rate of compensation for all such hours worked.
- (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 of compensation for all such hours worked.
- (d) An employee who is required to work in excess of the normal workday shall be guaranteed a minimum of two (2) hours compensation, regardless of the time actually worked at the rates as set forth herein.

Section 4. Equitable Distribution of Overtime.

- (a) Overtime shall be distributed as equitably as practicable 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 equitable distribution.
- (b) Overtime shall be distributed within departmental lines only.

Section 5. Compensatory Time in Lieu of Overtime.

Employees may choose to receive compensatory time in lieu of overtime pay. Employees requesting compensatory time in lieu of overtime compensation must notify the County within one (1) pay period. Compensatory time shall not be unreasonably withheld and must be taken within ninety (90) days of the time earned.

Section 6. Work on Holidays.

Employees who are assigned by the Director of Health to work on a holiday shall be compensated at a rate of two (2) times his/her regular pay.

Section 7. Computation of Overtime. [NEW]

Sick, vacation, and personal days shall be considered as hours worked when computing overtime.

ARTICLE VII. RATE OF PAY

Strike Section 1. Wages (a) to (e) and insert the following:

Section 1. Wages.

- (a) Salary Guide.

The Salary Guide is attached hereto as Exhibit A.

- (b) Rate of Pay in 2026.

Effective and retroactive to January 1, 2026, employees shall receive a one and one quarter (1.25%) general wage increase then move one (1) step resulting in a pay increase on the Salary Guide

attached hereto as Exhibit A. Those employees "off guide"² shall receive a two- and one-half percent (2.5%) general wage increase.

(c) Rate of Pay in 2027.

Effective January 1, 2027, employees "on guide"³ shall receive a one and one quarter (1.25%) general wage increase; and those employees "off guide" shall receive a two- and one-half percent (2.5%) general wage increase. Effective July 1, 2027, those employees "on guide" shall move one step on the Salary Guide.

(d) Rate of Pay in 2028.

Effective January 1, 2028, employees "on guide" shall receive a one and one quarter (1.25%) general wage increase; and those employees "off guide" shall receive a two- and one-half percent (2.5%) general wage increase. Effective July 1, 2028, those employees "on guide" shall move one step on the Salary Guide.

(e) Rate of Pay in 2029.

Effective January 1, 2029, employees "on guide" shall receive a one and one quarter (1.25%) general wage increase; and those employees "off guide" shall receive a two- and one-half percent (2.5%) general wage increase. Effective July 1, 2029, those employees "on guide" shall move one step on the Salary Guide.

(f) Rate of Pay in 2030.

Effective January 1, 2030, employees "on guide" shall receive a one and one quarter (1.25%) general wage increase; and those employees "off guide" shall receive a two- and one-half percent (2.5%) general wage increase. Effective July 1, 2030, those employees "on guide" shall move one step on the Salary Guide.

Section 2. Longevity.

- (a) ~~All employees are entitled to longevity as required for faithful years of service and shall receive additional compensation as follows:~~

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

- (b) ~~Longevity will be based upon employment with the County only, excluding time served in the military.~~

- (c) ~~Employees hired after January 1, 2006 are not entitled to longevity.~~

² "Off guide" means any employee whose salary is above the amounts listed on the Salary Guide.

³ "On guide" means any employee whose salary is within the amounts listed on the Salary Guide.

Only those employees receiving longevity pay at the time of ratification of this Agreement shall be eligible for same. No other employees in the Union are entitled to longevity pay.

Section 3. Overtime Rates.

- (a) Any work performed beyond forty (40) hours in a work week shall be paid at a rate of one and one half (1 1/2) times the regular hourly rate of compensation for all such hours worked.
- (b) Except for the Duty Officer, any work performed on the seventh day of the employee's normal work week shall be compensated at the rate of two (2) times the regular hourly rate of compensation for all such hours worked.

Section 4. Equitable Distribution of Overtime.

- (a) Overtime shall be distributed as equitably as practicable 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 equitable distribution.
- (b) Overtime shall be distributed within departmental lines only.

Section 6. Emergency Call-In Salary.

Except for Duty Officers, any employee who is called in to work in excess of the normal workday shall be guaranteed a minimum of one half (1/2) hour in compensation whether or not the full half (1/2) hour was actually worked. Said compensation shall be at a double (2) time rate.

Section 7. Duty Officer.

- (a) Duty Officers shall be compensated according to the schedule as follows:

Effective January 1, 2021	\$700
Effective January 1, 2022	\$700
Effective January 1, 2023	\$700
Effective January 1, 2024	\$700
Effective January 1, 2025	\$700

- (b) Employees can take either compensatory time or overtime payment, at their discretion, for any work performed beyond the thirty five (35) hour work week. Time earned between thirty (35) and forty (40) hours is earned at straight time.

Duty Officers shall be compensated according to the following schedule:

YEAR	AMOUNT
2026	\$725.00
2027	\$750.00
2028	\$775.00
2029	\$800.00

2030	\$825.00
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Section 8. Education Stipend. [NEW]

Any employee in the Union who obtains a master's degree in a public health related discipline of study shall receive an education stipend of two thousand dollars (\$2,000.00).

Section 9. Registered Environmental Health Specialist. [NEW]

- (a) Any employee in the Union that does not hold the Registered Environmental Health Specialist job title is eligible to be cross-trained and licensed to perform these duties to ensure operational efficiencies.
- (b) If an employee is interested, the County shall cover the costs for the Rutgers Environmental & Public Health Program and any application costs for licensure as mandated by the New Jersey Department of Health.
- (c) Once licensed, the cross-trained employee shall be eligible for a two-thousand-dollar (\$2,000.00) stipend and will be required, as directed by the Health Officer or Chief Registered Environmental Health Specialist, to undertake REHS duties, as needed.
- (d) Any employee who receives the REHS training from the County is required to provide at least two (2) years of service 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 REHS license.
- (e) The Health Officer retains the right to limit the number of employees being cross-trained and REHS licensure to ensure operational efficiency, and the Health Officer shall consider seniority when approving such requests.
- (f) Employees who are successfully cross-trained and receive the REHS license and stipend set forth herein are not entitled to higher classification pay.

ARTICLE VIII. EDUCATION BENEFITS

With the approval of the Department Head, an employee may attend conferences and/or seminars as related to the increased performance of his/her work the employee's work. The County will pay all reasonable and necessary expenses including mileage if a personal vehicle is used with the approval of the Department Head. An employee is only entitled to mileage reimbursement for travel related to mandatory training (i.e., training that the employee was directed to attend by the County and/or training that is required for the employee's position). Mileage will be reimbursed at the lesser of the following: (1) from the employee's home to the training; or (2) from the County office to the training. Any employee who attends an approved professional development conference and/or seminar is required to provide at least two (2) years of service 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 the professional development.

ARTICLE IX. PAY FOR TIME NOT WORKED

Amend the language as follows:

Section 1. Holidays.

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

½ New Year's Eve	Labor Day
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
<u>Juneteenth (Third Friday in June)</u>	½ day of Christmas Eve
Independence Day	Christmas Day

Section 3. Holiday's Worked.

Employees who work on any of the above holidays shall be compensated two (2) times their regular rate of pay or given compensatory time. Compensatory time must be taken within ninety (90) days of the time worked. The employee must give at least one (1) days' notice to the County before compensatory time is taken, except in cases of emergency. The Department Head shall retain the right to limit the number of employees taking compensatory time at once.

Section 4. Holiday during Vacation.

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

**Renumber subsequent sections*

Section 3. 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, except for Juneteenth, which shall always be recognized on the third Friday in June, as set forth herein.

Section 5. Vacation.

- (d) In the event the an employee voluntarily leaves the separates employment of from the County before the vacation period, the employee shall be compensated for any accrued vacation time that may be due to the employee in accordance with the above schedule. Employees shall not accrue vacation time while on an unpaid leave of absence and the vacation time will be adjusted on a prorated basis. If an employee has used all of his/her vacation time for days not yet earned upon separation of employment, the County reserves the right to deduct the unearned paid vacation from the employee's last pay check.

- (c) Vacations shall be taken during the regular vacation period, depending upon the business needs of the Department of Health Services under this Agreement. The Department Head, however, has the right to limit the number of employees on vacation at any time. A request for more than one (1) year must be approved by the County Administrator. In preparing the vacation schedule, the County shall endeavor to grant vacation based on departmental seniority and classification mix of its employees. Vacation requests shall be approved by the Director of Health based upon seniority and job classifications. The County retains the right to deny vacation requests depending upon operational needs. Vacation requests shall not be unreasonably denied.
- (g) Vacation leave not used in a calendar year because of business necessity shall be used during the succeeding year only. Employees shall be permitted to carry a maximum of one (1) year's accrued vacation time in addition to the employees' allotted time for the current year. No employee can carry more than one (1) year's worth of accrued vacation leave in the following calendar year without written approval of the County Administrator.

Section 6. Paid Sick Leaves.

Strike Section 6. Paid Sick Leaves (a) to (f) and insert the following:

- (a) Each employee shall earn fifteen (15) paid sick leave days for each full year of employment, accrued at one and one quarter (1 ¼) days per month. Such earned sick leave shall be cumulative from year to year.
- (b) During the first month of employment, employees will earn one (1) day per month. Thereafter, sick leave shall be accrued pursuant to N.J.A.C. 4A:6-1.3.
- (c) Part-time employees shall be entitled to a prorated amount of paid sick leave.
- (d) Paid sick days shall not accrue during an unpaid leave or suspension.
- (e) Upon retirement from the Public Employees' Retirement System, employees shall be paid for unused earned sick leave at the rate of fifty percent (50%) for each day accumulated, capped at twelve thousand dollars (\$12,000.00).
- (f) An employee may be required to present medical verification of an illness from a doctor following an absence of five (5) days, at the discretion of the County.

Section 10. Leave of Absence without Pay.

- (a) 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.
- (b) Personal leaves are not granted for the purpose of seeking or accepting employment with another

County 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 also be impacted pursuant 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 employees shall be considered to have resigned.

Renumber subsequent sections.

Section 11. Incremental Use of Accrued Time.

Employees are permitted to use accrued vacation, sick, and personal time in one half (1/2) day increments.

Section 12. Compensation for Use of Accrued Time.

Vacation, personal, and sick days shall be paid at seven (7) hours at the employee's regular straight time rate.

ARTICLE X. INSURANCE

Section 6. Out of Network Charges.

Effective January 1, 2017, all out of network charges shall be paid at one hundred and fifty percent (150%) of the Medicare Rate Schedule⁴.

Section 7. Traditional Healthcare Plan Eligibility.

New Employees hired after January 1, 2017 shall not be entitled to enroll in the County's Traditional Healthcare Plan.

Section 9. Prescription Benefits. [NEW]

- (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	Copay
Retail generics	\$0.00
Retail preferred brands	\$5.00
Retail non-preferred brands	\$20.00
Mail generics	\$0.00
Mail preferred brands	\$5.00

⁴ Deleting Section 6 is directly tied to eliminating all eligibility to the County's Traditional Healthcare Plan and is not a standalone proposal.

Mail non-preferred brands	\$20.00
Preventive retail generics	\$0.00
Preventive retail preferred brands	\$5.00
Preventive retail non-preferred brands	\$20.00
Preventive mail generics	\$0.00
Preventive mail preferred brands	\$5.00
Preventive 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	Copay
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
Preventive retail generics	\$0.00
Preventive retail preferred brands	\$10.00
Preventive retail non-preferred brands	\$25.00
Preventive mail generics	\$0.00
Preventive mail preferred brands	\$10.00
Preventive 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

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 XI. MISCELLANEOUS BENEFITS

Section 1. Leave of Absence without Pay Unpaid Leave.

- (a) ~~Upon making a timely written application, permanent employees may request a personal leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority. Such application shall state the reasons for such request. The County shall evaluate the request against the business requirements and may deny the request for good and sufficient reason.~~

- ~~(b) Such leave may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness in the job to which the employee is assigned upon return to service. Management shall make the final disposition of such request.~~
- (c) ~~Any employee who is granted a personal leave of absence without pay will be offered COBRA benefits during the leave period.~~

Employees who are not eligible for statutory leave programs (such as FMLA or NJFLA), or who have exhausted all accrued paid leave, may request discretionary Unpaid Leave. Such leave may be considered for circumstances including, but not limited to, a serious personal health conditions, family emergencies, or other unforeseen events.

Requests for discretionary Unpaid Leave shall be submitted in writing to the Human Resources Department, which will review and forward the request to the County Administrator for consideration. Approval of such leave is at the sole discretion of the County Administrator and is subject to the operational needs of the County. Requests should be submitted in advance whenever practicable. In emergency situations, a request may be submitted as soon as reasonably possible. Employees must exhaust all earned and accrued paid time off (e.g., vacation, compensatory time) prior to the commencement of discretionary Unpaid Leave. Discretionary Unpaid Leave may be granted in increments of up to ninety (90) days and may be renewed in additional ninety (90) day increments, not to exceed one (1) year, in accordance with N.J.A.C. 4A:6-1.10.

During periods of discretionary Unpaid Leave, employees will not accrue additional paid leave or service credit. Continuation of health insurance and other benefits during Unpaid Leave will be administered in accordance with applicable law and may require employees to remit their share of contributions to maintain coverage. Nothing in the Unpaid Leave Policy shall be construed to limit or supersede statutory leave entitlements, including but not limited to the Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (NJFLA), military leave (5 U.S.C. § 6323; N.J.S.A. 38:23-4), or disability-related accommodations required under the Americans with Disabilities Act (ADA) or the New Jersey Law Against Discrimination (NJLAD).

Section 5. Mileage.

Mileage will be reimbursed at the Internal Revenue Service rate if a County vehicle is not available for job-related duties during the workday.

ARTICLE XIV. JOB POSTING

Section 1. Job Title Creation.

If new jobs are created or if permanent vacancies occur in a higher rated position, the County 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 within three (3) calendar days after the notification of the selection is made; however, the decision of the Department Head shall not be made subject to the grievance procedure.

Departmental employees who are interested must sign the posted notice to be eligible. Preference will be given based on departmental seniority, provided the applicant possesses the necessary skills and ability to

perform the required duties. All qualified employees who express interest in a vacant position and sign the posted notice will be granted an interview. The successful applicant will be notified within five (5) days after the job notice is removed.

Section 5. Civil Service Examinations. [NEW]

Employees shall be afforded leave time with pay to take open competitive promotional examinations offered by the New Jersey Civil Service Commission.

Section 6. Classification Review. [NEW]

The classification and job description for employees covered by this Agreement shall be readily accessible for review by the Union.

ARTICLE XV. DISCHARGE AND TERMINATIONS

Section 4. Grant Funded Positions. [NEW]

- (a) Employees whose salaries are wholly or partially supported by federal, state, or other external grant funds shall be designated as grant-funded employees. The County shall notify the Union of such designation at the time of hire or when an employee's status changes.
- (b) The employment of grant-funded employees is expressly contingent upon the availability and continuation of the grant funds that support their positions.
- (c) If the grant supporting a grant-funded position expires, is terminated, or is reduced such that the employee's salary can no longer be supported, the County may separate the affected employee(s) from employment.
- (d) The County shall provide the affected employee(s) and the Union with as much advance written notice as practicable, but no less than thirty (30) days, upon receiving confirmation that grant funding will be reduced or lost.
- (e) The County shall have no obligation to continue employment, create alternative positions, or expend non-grant funds to retain employees whose positions were funded by grants that have ceased or been reduced.
- (f) Grant-funded employees who are separated due to loss of funding shall have recall rights for a period of three months to any subsequently restored or newly established grant-funded positions for which they are qualified.

ARTICLE XVI. GENERAL PROVISIONS

Section 5. Employee Benefits. [NEW]

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

Section 6. Safety and Health. [NEW]

- (a) The County shall at all times maintain a safe and healthful working conditions, and will provide employees with any required apparel, tools, devices, or personal protection equipment to ensure their safety and health.
- (b) No employee shall be required to perform work that endangers his/her, or any other employee's health or physical safety, or under conditions which are in violation of the health and safety rules of any local, State, or federal health or safety laws.

Section 7. Union Business Leave. [NEW]

Employees in the Union who are members of the Union Negotiation Committee, not to exceed two (2) in number, shall be granted time off for duty at full pay for all meetings between the County and the Union for purposes of negotiating the terms of an agreement, grievances, or other Union business, so long as the County can maintain efficient operations in the Department.

Section 8. Working Temperature. [NEW]

- (a) During the months of November, December, January, and February, the County, under normal circumstances, will endeavor to maintain an inside temperature at or above sixty-four degrees Fahrenheit. The County will at all times maintain a comfortable working temperature above sixty-four degrees Fahrenheit in all public buildings for the employees working all shifts.
- (b) 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.

Section 9. Status Quo. [NEW]

Upon expiration of this Agreement, all terms and conditions shall remain frozen. Moreover, employees in the Union shall not receive and adjustment in his/her rate of pay until a successor Agreement is ratified by the Union and County.

ARTICLE XIX. DURATION OF AGREEMENT

This Agreement shall become effective retroactive to January 1, 2026, and shall continue in full force and effect until December 31, 2030, 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.

APPENDIX A – DRIVE [NEW]

Section 1. Payroll Deduction.

The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Democrat Republican Independent Voter Education (hereafter "DRIVE"). DRIVE shall notify the County of the amounts designated by each contributing employee that are to be worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The County shall remit to DRIVE national headquarters, on a monthly basis, in one (1) check, the total amount

deducted along with the name and social security number of each employee on whose behalf a deduction is made, and the amount deducted from the employee's pay check.

Section 2. Hold Harmless.

The Union and DRIVE agree to indemnify the County and to hold the County harmless for all monies which are deducted in accordance with DRIVE instructions, and, which are disputed by the involved employee. The Union, DRIVE, and, the employee further agree that all disputed deductions are to be resolved between the Union, DRIVE, and the employees themselves without the involvement of the County.

APPENDIX B – SHOP STEWARDS [NEW]

Section 1. Shop Stewards.

The Union may appoint one (1) accredited member to act as Shop Steward. It shall be his/her duty to receive complaints and dispose of them in the manner provided under the grievance procedure of the Agreement. It is the intention of the County and Union that the Shop Steward will, to the best of his/her ability, attempt to carry out the terms, provisions, and intention of the Agreement, and to that end will cooperate with the County to the fullest extent. It is understood and agreed, however, that the Shop Steward shall have no authority of any kind except as set forth under the Agreement.

Section 2. Discrimination.

The Shop Steward shall not be discriminated against because of his/her faithful performance of duties as such.

Section 3. Authority.

The Authority of the Shop Steward and Shop Steward Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the Agreement; or
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information: (1) have been reduced to writing; and (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the County's business.

Section 4. Investigations.

Shop Stewards shall be permitted reasonable time to investigate, present, and process grievances on the property of the County, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 5. Arbitration Hearings and Union Functions.

The Chief Steward or his/her designated alternate will be permitted to attend arbitration hearings without loss of pay and up to two and one half (2 ½) days to attend Union functions, including but not limited to,

conferences, educational trainings, meetings, and negotiations during working hours with approval from the County. Said requests will be made in writing to the County.

APPENDIX C – TEAMSTER EDUCATION FUND [NEW]

The County agrees to contribute three cents (\$0.03) per hour to the Teamsters Local 11 Education Program for all hours on employee received pay. Such fund is to be administered in accordance with Local 11 Benefit Plan Trust Agreement by an employee number of Employer and Employee Trustees.

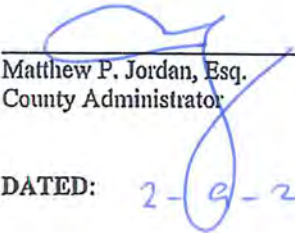
APPENDIX D – LABOR MANAGEMENT COMMITTEE [NEW]

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

ACKNOWLEDGEMENT OF RATIFICATION AND INCORPORATION

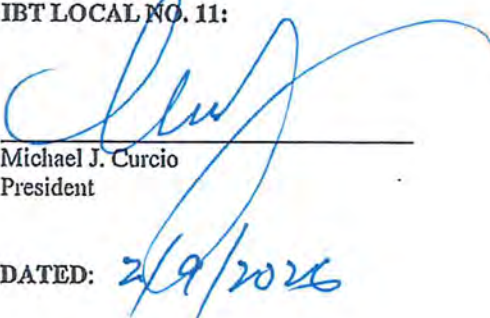
The County and Union agree to recommend these terms and conditions to their respective constituents for ratification. All issues agreed to shall be incorporated into the new Agreement. All issues not previously agreed to and not mentioned herein are withdrawn. All other language in the expired Agreement shall continue in the new contract and remain status quo.

COUNTY OF PASSAIC:


Matthew P. Jordan, Esq.
County Administrator

DATED: 2-9-26

IBT LOCAL NO. 11:


Michael J. Curcio
President

DATED: 2/9/2026

IBT LOCAL NO. 11
NEGOTIATION COMMITTEE:

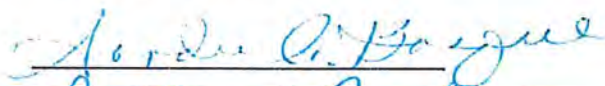




EXHIBIT A – SALARY GUIDE

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Keyboarding Clerk 1	\$41,759	\$43,866	\$45,982	\$48,097	\$50,199	\$52,310	\$54,426	\$56,533	\$58,639	\$60,762
Clerk 1	\$41,759	\$43,866	\$45,982	\$48,097	\$50,199	\$52,310	\$54,426	\$56,533	\$58,639	\$60,762

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Field Representative Health Education	\$45,000	\$46,125	\$47,278	\$48,460	\$49,672	\$50,913	\$52,186	\$53,491	\$54,828	\$56,199
Senior Field Representative Health Education	\$52,000	\$53,300	\$54,633	\$55,998	\$57,398	\$58,833	\$60,304	\$61,812	\$63,357	\$64,941
Health Educator	\$60,000	\$61,500	\$63,038	\$64,613	\$66,229	\$67,884	\$69,582	\$71,321	\$73,104	\$74,932

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Community Service Worker	\$45,000	\$46,125	\$47,278	\$48,460	\$49,672	\$50,913	\$52,186	\$53,491	\$54,828	\$56,199
Program Monitor	\$60,000	\$61,500	\$63,038	\$64,613	\$66,229	\$67,884	\$69,582	\$71,321	\$73,104	\$74,932

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Registered Environmental Health Specialist Trainee	\$50,000	\$51,250	\$52,531	\$53,845	\$55,191	\$56,570	\$57,985	\$59,434	\$60,920	\$62,443
Registered Environmental Health Specialist	\$60,000	\$61,500	\$63,038	\$64,613	\$66,229	\$67,884	\$69,582	\$71,321	\$73,104	\$74,932
Senior Registered Environmental Health Specialist	\$66,000	\$67,650	\$69,341	\$71,075	\$72,852	\$74,673	\$76,540	\$78,453	\$80,415	\$82,425

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Environmental Health Specialist	\$50,000	\$51,250	\$52,531	\$53,845	\$55,191	\$56,570	\$57,985	\$59,434	\$60,920	\$62,443
Environmental Specialist Education Programs	\$65,000	\$66,625	\$68,291	\$69,998	\$71,748	\$73,542	\$75,380	\$77,265	\$79,196	\$81,176
Supervising Environmental Health Specialist	\$83,000	\$85,075	\$87,202	\$89,382	\$91,616	\$93,907	\$96,255	\$98,661	\$101,127	\$103,656

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Public Health Nurse	\$70,000	\$71,750	\$73,544	\$75,382	\$77,267	\$79,199	\$81,179	\$83,208	\$85,288	\$87,420
Senior Public Health Nurse	\$75,000	\$76,875	\$78,797	\$80,767	\$82,786	\$84,856	\$86,977	\$89,151	\$91,380	\$93,665

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Epidemiologist	\$75,000	\$76,875	\$78,797	\$80,767	\$82,786	\$84,856	\$86,977	\$89,151	\$91,380	\$93,665

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Industrial Hygienist	\$85,000	\$87,125	\$89,303	\$91,536	\$93,824	\$96,170	\$98,574	\$101,038	\$103,564	\$106,153