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AGREEMENT

BETWEEN

Passaic, City of

THE CITY OF PASSAIC, NEW JERSEY

AND

PASSAIC CITY EMPLOYEES CIVIL SERVICE ASSOCIATION

X April 11, 1977 - 30, 1977

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AGREEMENT
BETWEEN
THE CITY OF PASSAIC, NEW JERSEY
AND
PASSAIC CITY EMPLOYEES CIVIL SERVICE ASSOCIATION

THIS AGREEMENT, made by and between the City of Passaic, New Jersey, hereinafter referred to as the "City" or the "Employer", and Passaic City Employees Civil Service Association hereinafter referred to as the "Association".

ARTICLE I
RECOGNITION

1. The City hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time blue and white collar employees of the City, but excluding managerial executives, confidential employees, policemen, firemen, temporary employees within the meaning of Chapter 303.

2. Unless otherwise indicated, the term "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit.

3. Commencing with negotiations of a successor agreement it is agreed that the following designated titles shall, at the option of the City, be severed from the existing unit: Municipal Clerk, Assistant Municipal Clerk, Municipal Treasurer, Assistant Municipal Treasurer, Assessor, Assistant Assessor, Tax Collector, Assistant Tax Collector, Municipal Engineer, Superintendent of Public Works, Assistant Superintendent of Public Works, Superintendent of Housing & Inspections, Director of Welfare, Superintendent of Recreation, Assistant Superintendent of Recreation, Municipal Court Clerk, Health Officer, Chief Field Representative-Relocation, Chief Sanitary Inspector, Purchasing Agent, Personnel Technician, Secretary to the Mayor, Secretary to the Business Administrator and Secretary to the Legal Department.

It is further understood and agreed that the following managerial, supervisory, and confidential employees within the meaning of Chapter 303 as amended shall be excluded from any and all bargaining units: Business Administrator, Director of Finance, Assistant Director of Finance, Director of Community Development, Assistant Director of Community Development, Director of Human Resources, Assistant Director of Human Resources, Secretary to the Mayor, Secretary to the Business Administrator, and Secretary to the Legal Department.

ARTICLE II

CHECK-OFF

1. The City agrees to deduct monthly Association membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the City and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the City by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the 15th of the month after the month in which such deductions are made.
2. Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the City and the Association, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.

ARTICLE III

VISITATION

1. The duly authorized officers and/or business representatives of the Association shall be permitted on City premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the City's business. The City, if it so chooses, shall have one of its representatives accompany the business representative while on the premises. At the time of entering the City's premises the business representative must make his presence known to a representative designated by the City. The business representative shall conduct himself properly while on City premises.

ARTICLE IV

STEWARDS

1. The City recognizes the right of the Association to designate a reasonable number of Stewards and alternates and Grievance Committeemen to represent the Association and the employees covered by this Agreement. The Association shall furnish the City with the names of the Stewards and the alternates and the Grievance Committeemen and will notify the City of any changes.

2. The authority of the Stewards or alternates and Grievance Committeemen so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:
 - (a) The investigation and presentation of grievances in accordance with the provision of this Agreement. If both parties agree that it is necessary for a Steward or Grievance Committeeman to perform any of such duties during his working time, the Steward or Grievance Committeeman shall be released from work by his supervisor as soon as convenient to the City and only to the extent necessary to make the investigation and for conferring with the City's representative;

 - (b) The transmission to the City's representative of messages and information which shall originate with and are authorized by the Association or its officers;

 - (c) Otherwise the Steward or Grievance Committeeman shall be required to perform his duties in the same manner and to the same extent as other employees.

3. Any settlement of a question by the Steward or Grievance Committeeman and the supervisor of an employee involved in a dispute shall be reviewable by the City and the Association at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

1. Definition:

A "grievance" within the meaning of the grievance procedure shall be defined as any difference or dispute between the City and the Association or any employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the employee or the Association within twenty (20) working days from the time when the employee or the Association knew or should have known of its occurrence.

2. Procedure:

(a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party 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 an acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

STEP ONE

Any employee who has a grievance shall discuss it first with his Steward and immediate supervisor in an attempt to resolve the matter informally at that level.

STEP TWO

If, as a result of the foregoing discussion, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, it shall be discussed by the employee and Steward with the Division Head in an effort to resolve the matter informally at that level.

STEP THREE

If, as a result of the foregoing discussions, the matter is not resolved to the satisfaction of the employee within five (5) working days, he shall within said period set forth his grievance in writing to the Business Administrator specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury or loss or inconvenience;

- (c) the results of previous discussions;
- (d) his dissatisfaction with decisions previously rendered.

Should no acceptable agreement be reached or acceptable decision rendered within an additional ten (10) working day period after the receipt of the written grievance by the Business Administrator, the matter may be referred to arbitration as set forth below, by the City or the Association only. The written decision referred to in this step shall be deemed an order or ruling for fixing the time within which to appeal to the Civil Service Commission. If the aggrieved is a permanent employee he may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

STEP FOUR

In lieu of submitting the grievance to the Civil Service Commission, the aggrieved and the Association may resort to the remedies in this step, provided, however, that such action must be initiated within ten (10) working days of the time the answer or decision was received or considered due in Step Three. The appeal must be made in writing. Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable.

- (a) In order to secure the services of an arbitrator a request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in questions;
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names;
- (c) If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within seven (7) days of its request, the American Arbitration Association maybe requested by either party to designate an arbitrator;
- (d) The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. As his power is limited to matters involving the application of the terms of this Agreement, grievances must be resolved within the terms of this Agreement and the arbitrator shall have no power to add to or subtract from or modify any of the terms of the Agreement, nor shall he in any case have power to rule on any issue or dispute excepted from

the definition of a grievance as contained in this Article or excepted from this grievance procedure by any other provision of this Agreement;

(e) Any employee may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association;

(f) The City and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance;

(g) Costs

(i) Each party will bear the total cost incurred by themselves;

(ii) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

(h) The right to request arbitration shall be limited to the parties to this Agreement;

(i) The City may, at its election, institute a grievance against the Association or its representatives by notifying the Association in writing of its intention so to do and resorting to the remedies of Step Four.

ARTICLE VI

MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

1. It is recognized and agreed that the City possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the written provisions of this Agreement. These rights include but are not limited to: Selection and direction of its employees; to hire, promote, transfer, assign, and retain employees in positions within the unit, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to make reasonable and binding rules which shall not be inconsistent with the written provisions of this Agreement; to determine the methods, means and personnel by which such operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the City may take whatever actions may be necessary to carry out the mission of the facility or department in any emergency situation, subject to its obligations under this Agreement.

ARTICLE VII

SALARIES

1. As of January 1, 1976 all employees in the Unit, as of said date, will receive an increase to their 1975 Salary Base in the amount of 4%.
2. As of January 1, 1977 all employees in the Unit as of said date, will receive an increase in their 1976 Salary Base in the amount of 6%.
3. The City reserves the right to determine salary ranges. It is understood that the present minimums and maximums will be increased by at least the aforesaid increases.

ARTICLE VIII

SUPPLEMENTAL COMPENSATION UPON RETIREMENT

1. As of January 1, 1974, each employee shall be entitled, upon retirement, for service and age or disability, from a state administered retirement system to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent provided for herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment.

2. Such supplemental compensation payment shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$5,000.00.

3. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee.

4. An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his accumulated sick leave computed only from the date of return to employment.

5. In the event of an employee's death after the effective date of retirement or before payment is made, the payment shall be made to his estate.

ARTICLE IX

TEMPORARY LEAVES WITH PAY

1. (a) Permanent employees covered by this Agreement shall be entitled to receive two (2) days' leave of absence with pay during the contract year to attend to necessary personal business.

(b) Requests for such leave must be filed in advance with the Department Head on a form prescribed by the City. All leaves shall be approved by the Department Head. No personal leave day with pay will be granted immediately before or after any holiday, except for good and substantial reason, and the granting of any personal leave day shall be subject to scheduling requirements of the Department as determined by the Department Head. Requests for such leaves will not be unreasonably denied.

(c) Any personal leave days not used by any employee shall not accumulate from year to year, but shall be paid for by the City and included in the employee's final pay check for the year.

2. (a) Leave with pay not to exceed five (5) days shall be permitted where such absence is due to and necessitated by death of a member of the immediate family of the employee. This leave must be taken in close proximity to the date of death of the member of the immediate family, and is intended to be for purposes such as attending the funeral and/or making funeral arrangements, and for a reasonable period of mourning in connection therewith.

(b) The term "member of the immediate family" utilized herein shall mean father, mother, spouse, child, foster-child, sister or brother of the employee, or a relative of the employee residing in the employee's household.

3. Subject to prior approval by the Department Head and Business Administrator, the City agrees to allow temporary leave with pay to employees for the purpose of attending seminars and conventions. The decision of the Department Head and Business Administrator shall be final and shall not be subject to the grievance procedure.

4. None of the leaves referred to in this Article will be charged to the employee's sick leave.

ARTICLE X

LONGEVITY

1. The following shall be the longevity schedule:

Upon completion of 5 years	2% of base salary
Upon completion of 10 years	4% of base salary
Upon completion of 15 years	6% of base salary
Upon completion of 20 years	10% of base salary
Upon completion of 25 years	12% of base salary
Upon completion of 30 years	14% of base salary
Upon completion of 35 Years	14% of base salary

2. Longevity will be paid on the same basis and in the same fashion as heretofore.

ARTICLE XI

INSURANCE

Section 1. a) All employees covered by this Agreement, and the eligible members of their immediate families, shall be covered by the following health benefits, the premiums of which shall be paid for by the City: Blue Cross, Blue Shield, Rider "J", and Major Medical.

b) The City agrees to include employees covered by this Agreement and the eligible members of their immediate family the coverage of the dental care insurance program presently in effect with New Jersey Dental Service Plan, Inc., the City to pay for the cost of premiums. Spouse and family coverages under the dental insurance program will be effective as soon as practicable after the date of execution of this Agreement, and subject to the carriers requirements and restrictions.

Section 2. Effective as of the date of execution of this Agreement.

a) Excluding the Dental Care Insurance, the City agrees to pay the premiums for such health benefit insurance as shall be in effect at the time of retirement for all retired employees who have completed on retirement twenty-five (25) years of service to the City, and who have not elected a deferred retirement benefit, but including the employees who retired on disability, pensions based on a fewer years of service granted in such retirement systems.

b) It is further understood that the premium to be paid shall include the employee's spouse.

c) Payment of such premiums shall cease at such time as the employee shall be entitled to receive coverage under Medicare.

ARTICLE XII

OVERTIME

1. "Overtime" is defined as the time worked by any employee in excess of his regular work day or regular work week. Overtime shall be compensated for as provided herein. An employee's current regular work day or current regular work week shall be utilized for the purpose of determining overtime payments throughout the period of this Contract.

(a) NON-SUPERVISORY EMPLOYEES:

Work in excess of regular work day or regular work week - at one and one-half (1-1/2) times the employee's regular hourly rate for the work done;

(b) DEPARTMENT HEADS AND SUPERVISORY EMPLOYEES:

As of January 1, 1974, Department Heads and Supervisors shall no longer receive any reimbursement for overtime worked and each shall receive the sum of \$1,800 per year to be added to his base salary in lieu of overtime pay or compensatory time allowance for overtime worked. The Department Heads and Supervisors included within the coverage of this provision are listed on Schedule "A" of this Agreement.

2. At the option of the City, and subject to the approval of the City Council, compensatory time accumulated by any employee may be paid for by the City at an amount mutually agreed upon between the Business Administrator and the employee.

ARTICLE XIII

CALL-IN TIME

1. An employee called in to work outside of his regularly scheduled hours shall be guaranteed two (2) hours work at his overtime pay rate. the call-in provisions shall not apply when an employee is called to report early for his regular shift and works into his regular shift or when an employee is held over on duty after his regular shift.

ARTICLE XIV

LINE OF DUTY INJURY

1. An employee who is temporarily disabled through injury as a result of his employment may be allowed special leave with pay for a period of up to one (1) year commencing with the date of injury, upon the request of the Department Director, the recommendation of the Business Administrator and the approval of the Governing Body. The Business Administrator may make such recommendation only after presentation of satisfactory evidence of the nature of the disability and of its severity and duration, and after considering factors showing good reasons for the granting of such special leave, including among other things, the length of service of the employee, the employee's performance on the job, and the absence of any continued prior abuse of sick leave on the part of the employee.

2. Determination of the medical factors involved, including the issue of disability, the extent and duration of disability, and whether the disability is work connected shall be made by a physician chosen by the City. Physical examinations may be made periodically, and as often as the physician shall determine as being required.

3. The special leave provided for herein shall not affect any sick leave accumulated by the employee receiving the special leave.

4. Any wages to which an employee may be entitled pursuant to this Article XIV shall be reduced by the amount of any Workmen's Compensation award made for temporary disability because of the injury requiring such leave.

5. Neither this Article XIV nor the consideration of or granting of any special leave hereunder shall restrict the City from requesting at any time that the employee involved be retired for permanent disability pursuant to the applicable provisions of any Pension or Retirement Statute.

ARTICLE XV

VACATIONS

1. Commencing January 1, 1974, the vacation schedule shall be as follows:

- a) Initial year of employment - one (1) working day for each month of paid service;
- b) One (1) year to five (5) years, inclusive - twelve (12) working days of vacation per year;
- c) Six (6) years to seven (7) years, inclusive - thirteen (13) working days of vacation per year;
- d) Eight (8) years to nine (9) years, inclusive - fourteen (14) working days of vacation per year;
- e) Ten (10) years - fifteen (15) working days of vacation per year;
- f) Eleven (11) years to twelve (12) years, inclusive - sixteen (16) working days of vacation per year;
- g) Thirteen (13) years to Fourteen (14) years, inclusive - seventeen (17) working days of vacation per year;
- h) Fifteen (15) years - eighteen (18) working days of vacation per year;
- i) Sixteen (16) years to eighteen (18) years, inclusive - nineteen (19) working days of vacation per year;
- j) Nineteen (19) years - twenty (20) working days of vacation per year;
- k) Twenty (20) years and over - one (1) additional working day of vacation shall be added for each additional year of service.

2. Vacations shall be taken at such times and for such term as the responsible Department Head shall determine is in the best interests of the City.

ARTICLE XVI

WORK OF A HIGHER TITLE

1. As of January 1, 1974, in the event any employee is assigned temporarily for a period of over one (1) week to a higher title and higher paying position, which position is at that time occupied, such employee will after such one (1) work week be paid seventy-five (75%) percent of the difference between his base salary and the base salary for the higher paying position.

2. In the event any employee is assigned temporarily for a period of over one (1) week to a higher title and higher paying position, which position is at that time not occupied, such employee will after such one (1) work week be paid the full difference between his base salary and the base salary for the higher paying position.

3. Any employee electing to receive pay for working in a higher title and higher paying position listed on Schedule "A" shall not be entitled to overtime pay or compensatory time allowance for overtime work.

ARTICLE XVII

UNIFORM ALLOWANCE

1. As of January 1, 1974, any employee who is employed as a meter maid, nurse or animal control officer shall receive an annual uniform allowance of \$150.00, which allowance is in lieu of any purchase by the City of uniforms, equipment, maintenance, etc. Said allowance is to be paid in equal installments of \$75.00 each in June and December.

2. As of January 1, 1977 a clothing allowance of \$50.00 shall be paid to the following employees:

Building Inspector
Sr. Building Inspector
Plumbing Inspector
Electrical Inspector
Chief Field Representative
6 members of the Sewer Section
2 members of the Road Patch Section
3 members of the Police Records Bureau

Said allowance is to be paid in full each June.

ARTICLE XVIII

SUITS AGAINST EMPLOYEES

1. Whenever any legal proceeding is commenced against any employee for any act or omission arising out of and in the course of the performance of his duties, and the City is not the plaintiff or a charging party, the City will provide legal counsel for such employee or will, at the City's option, pay reasonable attorney's fees for the employee's defense, provided that such proceeding is thereafter dismissed or results in a final disposition in favor of the employee.

2. As a condition of the obligation of the City herein the employee must notify the Business Administrator promptly of any action imminent or pending, and matters such as the fee arrangements and the anticipated defense and its cost must be discussed with the Business Administrator and the City's Law Department.

ARTICLE XIX

HOLIDAYS

1. As of January 1, 1976, the following days shall be paid holidays to employees actively on the payroll at the time of the holiday:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Friday after Thanksgiving
Labor Day	

2. As of January 1, 1977 in addition to above holidays, the following day shall be a paid holiday to employees actively on the payroll at the time of the holiday:

Martin Luther King's Birthday

3. Should a paid holiday fall on a Saturday or a Sunday, the Mayor, at his discretion, may elect to celebrate said holiday on either the preceding Friday or the following Monday.

4. An employee shall be entitled to one (1) additional day of vacation for each paid holiday which occurs during such employee's vacation period, which additional day shall be taken either at the beginning or end of the authorized vacation period of such employee, and furthermore, said additional day of vacation may not be deferred under any circumstances.

ARTICLE XX

MISCELLANEOUS

1. The City and the Association understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under the applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.

2. It is agreed that the Association and the employees, or either of them, shall not call or engage in a strike or threats thereof for any cause whatsoever, nor shall the Association or any of its employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with the employer's operations, and the employer shall not institute a lock-out.

3. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

4. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXI

TRAVEL ALLOWANCE

Employees required to use their personal vehicles for City business shall be reimbursed in accordance with the provisions of Resolution No. 1606-76 of the City of Passaic.

ARTICLE XXII

TERM OF AGREEMENT

1. The term of this Agreement shall be from the date of execution hereof through December 31, 1977.

2. The contract shall terminate on December 31, 1977 or the date on which a new contract is executed, whichever is later.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives and officers executed this Agreement on the 11 day of April 1977.

PASSAIC CITY EMPLOYEES CIVIL
SERVICE ASSOCIATION

Louise Schmitt
Melba Sadrakula
Gene Salinas

THE CITY OF PASSAIC,
NEW JERSEY

By Paul Gallen Mayor

ADDENDA

SCHEDULE "A"

Department Heads and Supervisors

Class I

Municipal Clerk
Director of Finance - Asst. Municipal Treasurer
Assessor - Chief Assistant Assessor

Class II

Tax Collector
Superintendent of Recreation
Superintendent of Housing and Inspections
Municipal Engineer
Superintendent of Public Works

Class III

Assistant Municipal Tax Collector
Superintendent of Shade Trees
Assistant Public Works Superintendent
Chief Field Rep. and Relocation Officer
Chief Sanitary Inspector