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1978-1979

This Agreement made and entered into on this 22<sup>nd</sup> day of December 1978, between the Board of Chosen Freeholders of the County of Passaic, hereinafter referred to as the "Employer" and Local No. 11, I.B.T., CWA, a Labor Organization representing the Road, Public Buildings and Mosquito Commission blue collar employees, hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION

Section 1. The Board of Chosen Freeholders of the County of Passaic hereby recognizes the Union as the exclusive bargaining agent for all blue collar employees now employed or to be employed in the Road, Public Buildings, and Mosquito Commission, 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.

Section 2. Wherever used herein the term "employees" shall mean and be construed only as referring to the blue collar employees of the Road, Public Building and Mosquito Commission.

ARTICLE 2 - UNION SECURITY

Section 1. 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.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as modified herein, Management shall have the right to determine all matters concerning the management and administration of the public agency, which rights shall include, but not be limited to the right to (a) direct the workforce, (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 Agency.

ARTICLE 4 - WORKWEEK

The normal workweek shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday, except where there is a continuous twenty-four (24) hours per day operation and/or where there is a continuous seven (7) day a week operation made necessary because of the nature of the work.

ARTICLE 5 - HOURS OF WORK

A. PUBLIC BUILDINGS EMPLOYEES:

Shift "A" - 8:00 A.M. to 4:00 P.M.  
Shift "B" - 4:00 P.M. to 12:00 P.M.  
Shift "C" - 12:00 P.M. to 8:00 A.M.

B. ROAD DEPARTMENT:

7:00 A.M. to 4:00 P.M.  
Road Department shall be entitled to one (1) hour lunch period.

C. MOSQUITO COMMISSION:

7:15 A.M. to 3:45 P.M.  
Mosquito Commission shall be entitled to one-half ( $\frac{1}{2}$ ) hour lunch period.

ARTICLE 6 - RATES OF PAY

Section 1: 1978 Wages

a. Retroactive to January 1, 1978, all employees covered by this Agreement shall receive a five (5%) per cent cost-of-living increase on the employees' base salary and one (1) increment.

b. All such adjustment shall be made in accordance with established policy which is in effect now.

c. Longevity pay shall be determined by length of employment as follows each year of the contract:

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

Section 2: 1979 Wages

a. Effective January 1, 1979 the base salary at the appropriate step and level of all employees covered by this Agreement shall be increased by Four (\$400.00) Hundred dollars.

b. Effective July 1, 1979, the base salary at the appropriate step and level of all employees covered by this Agreement shall be increased by Four (\$400.00) Hundred dollars.

c. It is understood that under this wage Agreement for year 1979, the custom of incremental steps is suspended; however, the practice of longevity payments will accrue where due to employees.

Section 3: Overtime Rates

a. Any work performed beyond eight (8) hours in any one work day shall be considered overtime and be compensated at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay for all such hours worked.

b. Any work performed on Saturday the sixth day of the employee's normal workweek shall be compensated at the rate of one and one-half ( $1\frac{1}{2}$ ) 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 Sunday, the seventh day of the employee's normal workweek shall be compensated at the rate of two (2) times the regular hourly rate for all such hours worked.

Section 4: 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 ( $1\frac{1}{2}$ ) times the regular rate for such hours worked prior to the beginning of the regular work-day hours.

b. Employees called back to work after the conclusion of the normal shift, shall be entitled to a minimum two (2) hours call back pay at the overtime rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate. In addition, each employee called back to work shall be entitled to compensation of fifteen (15) minutes before and fifteen (15) minutes after the completion of the call back overtime hours worked. The Employer will make every effort to call back employees within the needed classification(s) on overtime.

Section 5: 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. No employee working under the jurisdiction of this contract shall work more than sixteen (16) hours in any given work day that includes snow removal emergency work.

Section 6: Meal Allowance

When an employee is required to work in excess of ten (10) hours or more, said employee shall be granted a second one-half ( $\frac{1}{2}$ ) hour lunch period at no loss of pay for such lunch period and shall be granted an additional one-half ( $\frac{1}{2}$ ) hour lunch period at no loss of pay for each five (5) hours over the above mentioned ten (10) hours. Meal allowance is to be paid by the Employer as follows:

For Year 1978 - \$3.00 plus one-half ( $\frac{1}{2}$ ) hour lunch period paid.

For Year 1979 - \$4.00 plus one-half ( $\frac{1}{2}$ ) hour lunch period paid.

Section 7: 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 forty (40) hours per week, the duties of employees in the bargaining unit, nor shall seasonal or part-time employees be hired or retained if regular permanent employees are on a temporary lay-off due to a reduction in force.

Section 8: 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 sub sections (a) and (b) are effective when such duty changes are made for the convenience of the employer.

ARTICLE 7 - PAY FOR TIME NOT WORKED

Section 1: Holidays

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

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| 1. New Years Day                 | 9. Columbus Day                     |
| 2. Martin Luther King's Birthday | 10. Election Day                    |
| 3. Lincoln's Birthday            | 11. Veteran's Day                   |
| 4. Washington's Birthday         | 12. Thanksgiving Day                |
| 5. Good Friday                   | 13. Friday after Thanksgiving Day   |
| 6. Memorial Day                  | 14. $\frac{1}{2}$ day Christmas Eve |
| 7. Independence Day              | 15. Christmas Day                   |
| 8. Labor Day                     | 16. $\frac{1}{2}$ day New Years Eve |

Section 2: Eligibility

The employees, 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.

Section 3: Holidays Worked

Employees who work on any of the above holidays shall be compensated for such work at two (2) times the employee's regular rate for all hours worked.

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 Employer, to refuse the holiday pay and to take a work day off.

Section 6: Vacation

All employees within the bargaining unit shall be entitled to vacation with pay in accordance with the schedule of days of entitlement as follows:

- 1 - 5 years - 12 working days during each year of service
- 6 - 10 years - 15 working days during each year of service

- 11 - 15 years - 18 working days during each year of service
- 16 - 20 years - 20 working days during each year of service
- 20 years and over - 22 working days during each year of service

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

The vacation schedule shall be posted on the bulletin board by the Employer not later than April 30th of each year. In preparing the vacation schedule, the Employer shall endeavor to grant vacation on the basis of departmental seniority and classification mix of its employees.

Vacations shall be taken during the regular vacation period. Depending upon the business needs of the Department(s) under this Agreement, however, employees may request and the Employer may approve vacations at a period during which vacations are not normally granted.

#### Section 7: Paid Sick Leave

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

Any employee may be, at the discretion of the Employer, required to present a doctor's statement as proof of illness after five (5) days absence by reason of illness.

Upon retirement, employees shall be paid for unused sick leave at the rate of 50% for each day accumulated, to a maximum of \$12,000 as per Resolution. <sup>\$20,000</sup>

#### Section 8: Personal Leave

Each employee shall be entitled to three (3) personal leave days with pay for the transaction of personal business. Application for such leave must be in writing and submitted to the Employer at least three (3) days in advance. Personal Leave must be with the approval of the Employer.

It is understood that approval for such leaves will not unreasonably be withheld, however, it is further understood, for business reasons, employees of the Road Department may be denied such days after November 1st through February 15th.

Unused personal days to the credit of an employee for the current year shall be paid to the eligible employee on the twenty-fifth (25th) pay day of the contract year.

The County shall sit down and negotiate an additional personal day for the year of 1979.

Section 9: Bereavement Leave Pay

a. Employees covered by this Agreement shall be allowed two (2) days off with pay at the employee's straight time pay for death in the immediate family for the year of 1978. The immediate family for the purpose of this section is defined as a spouse, children, employee's parents, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law or a member of the immediate family of the employee.

b. For the year of 1979 the employees shall be granted three (3) days off for the same coverage that is spelled out under Section a.

Section 10: Jury Duty

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed and the eight (8) hours straight time pay for scheduled working time lost. Full wages shall be paid upon surrender of such amounts received as jury duty pay. The employee shall be required to give prior notice to the Employer of said employee's call for jury duty.

ARTICLE 8 - NON-CASH BENEFITS

Section 1: Health Benefits

A. The Employer agrees to provide and cover all employees in the bargaining unit, including dependents with Blue Cross, Blue Shield (750 Series), Rider J, Major Medical Insurance, Dental insurance for all employees, exclusive of family coverage.

B. Life Insurance - to be provided, as presently in effect. LS 

C. Uniform & Safety Equipment

- Summer uniforms shall be supplied and maintained by the Employer between May 1st and October 1st of each year of this contract.

- Winter uniforms shall be supplied and maintained by the Employer between October 1st and May 1st of each year of this contract.

- Work gloves shall be provided as required.

- Weather gear, shields and goggles shall be provided as necessary.

a. The Employer shall contribute one-half ( $\frac{1}{2}$ ) the cost or Fifteen (\$15.00) dollars, whichever is greater, per employee per year toward the purchase of one (1) pair of work shoes.

b. Whatever practice that is in effect under this bargaining unit shall remain in effect.

#### ARTICLE 9 - MISCELLANEOUS BENEFITS

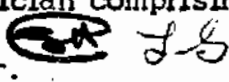
##### Section 1: Leaves of Absence Without Pay

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

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

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

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

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

C. Employees who are medically unable to perform the duties of their employment because of injury or illness incurred in the course of their employment, and who receive temporary Worker's Compensation benefits, shall be entitled to supplemental sum equal to the difference between their regular rate of pay and the amount paid as temporary disability compensation.

##### Section 3: Veteran's Rights and Benefits

A. The seniority rights of all employees who are drafted pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.



B. Such reinstatement of veterans shall be in accordance with law in effect at the time of discharge.

Section 4: Reserve Training

A. The Employer agrees to allow the necessary time, exclusive of weekend training, for any employee in the Reserves to perform the duties required when called on annual training without impairment of said employee's seniority rights or loss in pay for scheduled time lost.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1: 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: 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

1. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Foreman. The Foreman shall within five (5) working days thereafter give an oral decision on the grievance.

2. 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 three (3) 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 three (3) working days thereafter.

3. 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 three (3) working days of its desire to meet with the Director, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within ten (10) working days thereafter.

4. 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.

Section 5: 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: 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 Employer and the Union.

Section 7: The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure.

#### ARTICLE II - SENIORITY

Section 1: The Employer shall establish and maintain a seniority list, by classification, of employees, names and dates of employment from date of last hire on a department basis, with the employee with the longest length of continuous and uninterrupted classification service to be placed at the top of 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 Employer.

Section 2: 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 Employer 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: During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of probationary employees if they are dismissed during the probationary period.

Section 4: Federal and State Funded Program Employees

In accordance with PERC determination in re: Passaic County Board of Chosen Freeholders, RO-77-152, 1977, such employees who are hired by the Employer under specially funded programs, although supplement to the regular workforce, are public employees within the meaning of the "Act."

The Union and the Employer agree that such supplement employees shall be folded into a seniority roster separate and apart from regular County employees for the purpose of layoff, transfer, promotion and demotion.

Section 5: Job Vacancies, New Jobs Created

A. If new jobs are created or if permanent vacancies occur in a higher-rated position, the Employer 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 Employer, said employee may institute a meeting with the Department Head of the respective department involved within three (3) calendar days after the notification of the selection is made; however, the decision of the Department Head of the respective Department involved may be made a subject for the grievance procedure.

B. The Employer agrees to post a notice of such new jobs or vacancy, on the bulletin board for a period of five (5) 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.

C. If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the five (5) working days required under Section 4B. above.

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

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

#### Section 6: Force Reduction

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

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

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

D. An employee's seniority shall cease under the following conditions

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



Section 3: The Employer shall provide reasonable bulletin board space for the posting of official Union notices. The Union shall provide a copy of all such Notices to the Employer prior to posting.

Section 4: 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: Check-off of Union Dues - The Employer hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15, 9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues.

Section 6: All previous benefits shall remain in effect.

ARTICLE 16 - DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 1978 and shall continue in full force and effect until December 31, 1979, and shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least ninety (90) days prior to the expiration date to change or modify or terminate this Agreement. In such cases, the parties shall endeavor to negotiate a new Agreement within the ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this 22<sup>nd</sup> day of December 1978.

FOR THE UNION:

LOCAL 11, I.B.T.

Louis Gasso

Romario Ferrazano

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE EMPLOYER:

COUNTY OF PASSAIC:

[Signature]

Ralph P. Santolucito

[Signature]

\_\_\_\_\_

[Signature]

Alan J. [Signature]

[Signature]

APPENDIX A

If an employee in the Bargaining Unit is holding a title under Light Duty, the County agrees the said employee will be demoted to the title he is performing in.

APPENDIX B

The County Board of Freeholders and the Union agree that they will establish a Safety Committee - three (3) from the Union side and three (3) from Management side.

APPENDIX C

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