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AGREEMENT

BETWEEN

THE CITY OF PATERSON, *City of*

DIVISION OF ENGINEERING,

DEPARTMENT OF PUBLIC WORKS

AND

PASSAIC COUNCIL NO. 3 - N.J.C.S.A.

X JANUARY 1, 1979 THROUGH DECEMBER 31, 1981

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ARTICLE I  
RECOGNITION

In accordance with the certification of the New Jersey Public Employment Relations Commission dated January 21, 1975, the City recognizes Passaic Council No. 3, N.J.C.S.A. as the exclusive bargaining agent for the full time employees of the Department of Engineering exclusive of supervisors and managerial executives within the meaning of the Act.

ARTICLE II  
GRIEVANCE PROCEDURE

Section 1 Definition:

A. Grievance - The term grievance shall be defined as a dispute between the parties to this Agreement, involving all interpretations or application of any of the provisions of this Agreement and in accordance with the P.E.R.C. Law - Chapter 123.

B. Days - The term "Days" when used in this Agreement shall, except where otherwise indicated, exclude Saturdays and Sundays.

Section 2 Procedure:

A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below, may be extended.

B. Failure at any step of this procedure to communicate to the aggrieved employee or Council No. 3 the decision on a grievance within the specified time limits, shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

### Section 3 Grievance Steps:

In the event of a grievance, either party shall have the right to resolve the grievance in the following manner:

#### Step A - Immediate Supervisor

Any employee covered by this Agreement who feels himself/herself to have a grievance, shall, with his/her representative, take up the grievance with the employee's immediate supervisor within fifteen (15) days after its occurrence or within fifteen (15) days of the date upon which the employee or his representative became aware of such occurrence. If the grievance is not taken up within the number of days allotted, the grievance shall be deemed waived. The immediate supervisor shall attempt to adjust the grievance on an oral or informal basis within three (3) days.

#### Step B - Director - Department of Public Works

If the grievance is not resolved at Step A, the written grievance and the written answer shall be forwarded to the Director of the Department of Public Works within three (3) days. The Director or his designated representative shall render a decision in writing within five (5) days from the receipt of the grievance.

Step C - City Business Administrator

If the grievance is not resolved at Step B, then within five (5) days following the determination of the Director or his designated representative, the matter may be submitted to the City Business Administrator.

The City Business Administrator or his designated representative shall review the matter and render a decision in writing within ten (10) days from the receipt of the grievance.

Step D - Arbitration

1. If the grievance is not resolved at Step C, then within ten (10) days from the receipt of the decision of the City Business Administrator, the Association upon service of written notice to the other party may request arbitration. The right of arbitration shall be deemed waived and the grievance considered closed with no further appeal if written notice is not given within ten (10) days of the decision from the City Business Administrator.

2. In the event the employee elects to pursue Civil Service Procedures, he may not elect to use arbitration.

3. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission of the State of New Jersey.

4. The Arbitrator's decision shall be advisory and the cost of the Arbitrator's fee shall be shared equally by the City and Passaic Council No. 3 - N.J.C.S.A.

ARTICLE III  
HOURS OF WORK

Section 1 Work Day:

A. The normal work day shall consist of seven (7) hours exclusive of the lunch period for all employees except those classified as Inspectors.

B. The normal work day for employees classified as Inspectors shall be eight (8) hours exclusive of the lunch period.

Section 2 Work Week:

A. The normal work week shall be thirty-five (35) hours from Monday to Friday exclusive except for employees classified as Inspectors.

B. The normal work week for employees classified as Inspectors shall be forty (40) hours from Monday to Friday exclusive.

Section 3 Scheduled Work Day:

The City Engineer shall schedule the work day for all employees to operate the Department efficiently and to provide the coverage he deems necessary to accomplish this purpose.

ARTICLE IV  
PREMIUM PAY

Section 1 Overtime:

A. All work performed after the normal work day and after the normal work week shall be compensated for at straight time in money or time off at the option of the employee.

B. All work performed after forty (40) hours in any week shall be compensated for at time and one half the employee's regular rate of pay.

C. All work performed on Saturday shall be compensated for at time and one half the employee's regular rate of pay.

d. All work performed on Sunday shall be compensated for at double time the employee's regular rate of pay.

e. All work performed on a legal holiday shall be compensated for at time and one half in addition to the employee's regular pay for the day.

## ARTICLE V

### LONGEVITY

All eligible employees shall receive a longevity increment in accordance with the following schedule effective the next complete payroll period following their anniversary date:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
Upon completion of five years service.	2.
Upon completion of ten years service.	4.
Upon completion of fifteen years service.	6.
Upon completion of twenty years service.	8.
Upon completion of twenty five years service.	10.

The longevity percentage shall be computed on the employee's actual yearly base salary exclusive of overtime payments.

## ARTICLE VI

### HOLIDAYS

#### Section 1 Recognized Holidays:

The following days will be recognized as paid holidays:

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

Section 2 Other Holidays:

The additional days or half days (policy days) given off to City employees, shall be recognized as paid holidays.

ARTICLE VII

SICK LEAVE DAYS

Section 1 Allowance:

A. All full time employees shall be eligible to utilize accrued sick leave after thirty (30) days of service with the employer.

B. All full time employees shall receive sick leave with pay when sickness or disability renders such employee unable to perform the duties of his employment, is quarantined by Health Authorities, or must make medical or dental visits which cannot be scheduled during non-working hours as a result of any illness or injury.

C. An employee needing a sick leave of absence must report or have reported for him as soon as possible after his regular starting time, his absence by reason of sickness.

Section 2 Accumulation:

A. Full time employees shall start to earn sick leave from their date of hire and shall accumulate sick leave as long as they are in the service of the Employer, at the rate of fifteen (15) days per year with no limit. Employees who have worked less than one (1) year prior to December 31 of any year, shall receive one (1) day of sick leave for each month during that year.

B. All sick leave accruals will be on a calendar month basis, provided the employee works a minimum of twelve (12) working days during that calendar month or is on paid leave or compensatory time.

C. Employees shall only use sick leave they have accrued unless the Division Head of the Division of Engineering gives his approval.

ARTICLE VIII

VACATIONS

Section 1 Allowance:

A. All full time employees shall be eligible to utilize accrued vacation days after thirty (30) days of service with the employer.

B. Work requirements, balanced with the considerate treatment of employees are the determining factors with respect to the granting of vacation leave. It is the policy of the Department to try to make it possible for employees to take a vacation each year.

Section 2 Accumulation:

A. Full time employees accrue vacation days as follows:

Up to five years of service	- one day per month
Five years to 10 years of service	- 15 days per year
Ten years to 15 years of service	- 20 days per year
Fifteen years to 20 years of service	- 25 days per year
Twenty years or more of service	- 30 days per year

B. Unused vacation days may not be carried forward from one calendar year to the next unless approval is granted by the Division Head of the Division of Engineering.

C. Employees may only use vacation days they have accrued unless the Division Head of the Division of Engineering gives his approval.

ARTICLE IX

PERSONAL - BEREAVEMENT LEAVE

Section 1 All full time employees shall receive personal-bereavement leave in accordance with the following:



A. Employees on the payroll on January 1, 1979 and each January 1st thereafter during the term of this Agreement, shall be credited with five (5) days of leave which may be used for personal-bereavement leave.

B. Employees hired subsequent to January 1, 1979 or subsequent to January 1st of any year during the term of this Agreement, shall be credited with said leave on a pro-rated basis.

C. Unused leave shall be cumulative only as sick leave.

D. Employees requiring any additional personal-bereavement leave shall have same deducted from accrued vacation leave or take leave without pay.

E. Employees shall, except in emergencies, request such leave at least twenty four (24) hours in advance and the leave is subject to the approval of the Division Head.

F. Leave shall not be taken to extend a holiday or vacation except in an emergency with the approval of the Division Head.

## ARTICLE X

### MEDICAL BENEFITS

#### Section 1 Hospital - Medical:

The City will continue to furnish to all full time employees and their dependents, the same medical-hospital coverage now in effect.

#### Section 2 Dental:

The City will continue to furnish employee coverage only, the same dental plan currently provided to other City employees.

#### Section 3 Drug-Prescription:

Effective within sixty (60) days of the Councils approval of this Agreement, the City shall provide to the employees only, the same drug-prescription currently provided to other City employees.

Section 4 Carriers - Insurance:

The City reserves the right to change Carriers on any of the above medical plans so long as similar benefits are provided.

ARTICLE XI

WAGES

Section 1 1979 Wage Adjustments:

Effective on the dates listed below, current employees shall receive the following increase to their base salaries. The salary ranges listed below are exclusive of longevity:

<u>Salary Ranges</u>	<u>EFFECTIVE DATES</u>	
	<u>January 6, 1979</u>	<u>July 7, 1979</u>
Less than \$11,000	\$700.00	\$500.00
\$11,000 to \$15,000	750.00	550.00
\$15,001 to \$18,000	750.00	650.00

Section 2. 1980 Wage Adjustments:

Effective on the dates listed below, employees shall receive the following increase to their base salaries:

Effective January 5, 1980	-	\$400.00
Effective July 5, 1980	-	600.00

Section 3. Reopener - 1981:

The City agrees to reopen the Agreement for the sole purpose of negotiating salaries.

ARTICLE XII

TRAVEL ALLOWANCE

Section 1. Travel Allowance:

Effective the month following the Councils approval of this Agreement, all employees authorized to use their own automobiles, shall receive the sum of forty-five (\$45) dollars per month as a total travel allowance.

ARTICLE XIII

MANAGEMENT RIGHTS

Section 1 Management Rights:

Direction of working operations, the right to hire, discipline or discharge for good and just cause, are rested in the Employer, except as otherwise provided herein.

ARTICLE XIV

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in force and effect.

ARTICLE XV

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final

understanding by the parties on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XVI

TERMINATION

This Agreement shall be effective as of the first day of January 1979 except where otherwise provided, and shall remain in full force and effect until the 31st day of December 1981. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27<sup>th</sup> day of April, 1979.

FOR THE PASSAIC COUNCIL  
NO. 3 N.J.C.S.A

Ruth Muldoon  
Leonard Jack

FOR THE CITY OF PATERSON  
DIVISION OF ENGINEERING

James W. ...  
Leonard Jack