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A G R E E M E N T

Between

PASSAIC VALLEY WATER
COMMISSION

And

TEAMSTERS LOCAL #286, an
affiliate of the International
Brotherhood of Teamsters

DATED: *MARCH 13TH* 1973

NEWTON M. ROEMER
Counsel
Passaic Valley Water
Commission
1525 Main Avenue
Clifton, New Jersey 07015

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P R E A M B L E

WHEREAS, PASSAIC VALLEY WATER COMMISSION, hereinafter referred to as "PASSAIC VALLEY", and TEAMSTERS LOCAL #286, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as "UNION", have reached an agreement designed to promote and maintain a harmonious relationship between Passaic Valley and the Employees of Passaic Valley who may be affected by the provisions of this Agreement; and

WHEREAS, the Senate and General Assembly of the State of New Jersey have enacted Senate Bill No. 746, known as the "New Jersey Employer-Employee Relations Act" and which Bill is now known as Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1 et seq.; and

WHEREAS, Passaic Valley is a public agency existing and operating pursuant to the provisions of N.J.S.A. 40:62-108 et seq., as amended and supplemented; and

WHEREAS, Passaic Valley is subject to the rules and regulations of the Civil Service Commission, as set forth in Title 11, N.J.S.A. by reason of the provisions of N.J.S.A. 40:62-150.1 and 150.2; and

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WHEREAS, the parties hereto have agreed to enter into an agreement which shall be consistent with the provisions of the aforesaid N.J.S.A. 34:13A-1 et seq., and which shall not be inconsistent with the provisions of Title 11, N.J.S.A. as provided in N.J.S.A. 34:13A-1 et seq., as amended and supplemented; and

WHEREAS, the Union has presented proof that it represents a majority of public employees in an appropriate unit, as provided by N.J.S.A. 34:13A-5.3;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
Recognition

SECTION 1.

Passaic Valley recognizes the right of the Union and its members, excepting such persons designated in N.J.S.A. 34:13A-5.3, as supplemented and amended, to be protected in their right, freely and without fear of penalty or reprisal, to join and to assist in employee organization or to refrain from such activity.

ARTICLE II
Union Security

SECTION 1.

All present employees who are members of the Union on the date of execution of this Agreement may remain members of the Union.

All new permanent employees who are hired during the term of this Agreement may become and remain members of the Union. Passaic Valley shall not interfere with or discourage the solicitation of membership.

SECTION 2.

Passaic Valley shall deduct and transmit monthly Union dues and other proper assessments from the earned wages or salary of each Union member, in accordance with the provisions of N.J.S.A. 52:14-15.9(e), as supplemented and amended.

SECTION 3.

Any request to stop deduction of Union dues shall be submitted in writing to Passaic Valley. Filing of notice of withdrawal shall be effective to stop deductions as of January 1 or July 1 next following the date on which the request is submitted.

ARTICLE III
Bulletin Boards

SECTION 1.

Passaic Valley shall permit reasonable use of its Bulletin Boards by the Union to post notices concerning Union business and activities.

ARTICLE IV
Suspension and Discharge

SECTION 1.

Passaic Valley has and retains the right to discharge and suspend any employee for just cause. Whenever an employee shall be charged with an infraction for which a suspension of 2

or more days shall be recommended by supervision, the supervisor of such employee shall present written formal charges to the Personnel Director. The charges shall be discussed in conference among the Personnel Director, the Supervisor, and the employee. Such employee shall have the right, upon request, to have a Union representative present at said conference following which the Personnel Director shall render a decision.

SECTION 2.

The employee shall have the right to appeal the decision of the Personnel Director in accordance with the grievance procedure herein contained.

ARTICLE V
Grievances and Arbitration

SECTION 1.

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto, relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this agreement.

SECTION 2.

Any employee claiming to be aggrieved shall present his grievance in writing to the Personnel Director of Passaic Valley within 5 working days of its occurrence or such

grievance shall be deemed to be waived by the employee and the Union.

SECTION 3.

In the event of such grievance, the steps hereinafter set forth shall be followed.

Step 1. The grievance shall be taken up informally between the employee and his immediate Supervisor.

Step 2. If the grievance is not settled during this conference, it shall be discussed in conference among the Union, the employee, his Supervisor and the Personnel Director. The Personnel Director shall render a written determination not later than 5 working days after the aforesaid conference.

Step 3. In the event the grievance is not settled by the procedure outlined in Step 2, then the grievance shall be the subject of conference between the Union, the Personnel Director and the General Superintendent of Passaic Valley, who shall render a written determination not later than 5 working days after the aforesaid conference.

Step 4. In the event the grievance is not settled by the prior procedures, then the grievance shall be the subject of conference between the Union and the Commissioners of Passaic Valley, which conference shall be held on or before the date of the next regular meeting of Passaic Valley, provided that at least 10 working days shall elapse between

the rendition of the General Superintendent's determination referred to in Step 3.

Step 5. In the event the grievance is not resolved by the procedures of the prior steps, the Union may, if it desires, appeal to the American Arbitration Association, requesting that the American Arbitration Association appoint an arbitrator to hear and determine the matter. The arbitrator so appointed shall have full power to hear and determine the matter, and his decision shall be final and binding upon all parties.

(1) The cost and expenses of any arbitrator so appointed shall be shared equally by Passaic Valley and the Union.

(2) The right to request arbitration shall be limited to the parties to this Agreement.

(3) Any arbitrator appointed pursuant to this Agreement may not change, modify or substitute, add to or subtract from the provisions of this Agreement. No disputes arising out of any question pertaining to the renewal of this Agreement or pertaining to the terms of any renewed Agreement shall be subject to the arbitration provisions of this Agreement.

(4) In the event an arbitrator shall award retroactive pay to any employee or employees, the wages or

salary which such employee or employees may have earned elsewhere during the period covered by the award shall be deducted from such award. Any such employee shall be required to furnish Passaic Valley with a sworn statement containing the name and address of every employer and the amount of earnings earned elsewhere during the period covered by the retroactive award or a sworn statement of "No Earnings" if that be the case, as a condition to receiving any retroactive payment.

(5) Passaic Valley shall recognize the Union's authorized representatives and the Union shall recognize Passaic Valley's personnel for the adjustment of grievances, disputes and controversies which may arise. Such Union representatives may have reasonable opportunity to confer with employees during working hours with regard to any matter arising out of the employment relationship as it may be affected by this Agreement. The Union representative shall be afforded reasonable time to transact such business without loss of pay; provided, however, that such representative shall give timely notice and secure permission from his Supervisor before being absent from his own work assignment.

SECTION 4.

Any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject and subordinate to the Civil Service Statutes and the provisions of Civil

Service Rules and Regulations. The grievance procedures established herein shall not apply to any matter which is cognizable under the Civil Service Statutes or the Civil Service Rules and Regulations. The parties may, by mutual agreement, utilize the provisions of this Agreement to process grievances cognizable under the Civil Service Statutes, Rules and Regulations, as an alternative to Step 5 in Article V, Section 3.

ARTICLE VI
Statement of Policy on Discrimination

SECTION 1.

The parties shall not discriminate against any employee because of race, color, creed, religion, nationality or sex. No employee shall be discriminated against or interfered with because of proper Union activities.

SECTION 2.

All employees shall be entitled to fair and equitable treatment by Passaic Valley and the Union with regard to the terms and conditions of employment that affect them.

ARTICLE VII
Leave of Absence

SECTION 1.

Upon making timely written application, a permanent employee may apply to Passaic Valley for a leave of absence, without pay, for a period not exceeding 90 days. Such request

shall include the reason therefor and Passaic Valley shall give due consideration to each application. Such leaves of absence may be renewed for an additional period, not to exceed 90 days, only by formal written application to Passaic Valley and subject to the approval of the Board of Commissioners.

ARTICLE VIII
Probationary or Trial Period

SECTION 1.

The procedures of the Civil Service Commission shall apply to all employees who are not on the permanent roll of Passaic Valley.

SECTION 2.

During any period prior to an employee's becoming permanent, Passaic Valley may discharge such employee for any reason whatsoever and without cause. Any employee so discharged shall not have recourse to the grievance procedure as herein set forth.

SECTION 3.

Any employee assigned or promoted to a higher position shall be deemed to be on trial in such higher position, and his status shall be determined by the provisions applicable thereto under the Civil Service Rules and Regulations.

SECTION 4.

Passaic Valley shall have no obligation to re-employ

any non-permanent employee who may be dismissed during his trial or probationary period.

ARTICLE IX
Work Week and Overtime

SECTION 1.

Office, Laboratory, and Clerical Employees

The normal work week for office, laboratory, and clerical employees shall be 7 hours per day, 5 days per week, Monday through Friday, with the exception of employees in these categories who are required to work an 8 hour day or on Saturday and/or Sunday because of special job requirements.

SECTION 2.

Other Employees, except Shift Employees

The normal work week for all other employees, except shift employees, shall be 8 hours per day, 5 days per week, Monday through Friday.

SECTION 3.

Overtime Rates. Overtime at the rate of 1-1/2 times the regular hourly rate of pay shall be paid for all time worked in excess of the regular work day as defined in Section 1 and Section 2 of this Article. The regular hourly rate of pay shall be determined by dividing the employee's salary for a normal work week by 40. Overtime shall be computed on the basis of 15 - minute periods, and undertime shall not be charged against overtime.

SECTION 4.

Overtime shall be paid as follows:

(a) For work in excess of 7 hours a day or in excess of 35 hours per week with respect to office, laboratory and clerical employees, subject to the exception provided in Article IX, Section 1; (b) For work in excess of 8 hours a day or in excess of 40 hours per week with respect to all other employees as provided in Article IX, Section 2.

SECTION 5.

Each employee shall receive 1-1/2 times his regular rate of pay for work performed on Saturday as such, and twice his regular hourly rate of pay for work performed on Sunday as such, subject to the exceptions hereinbefore provided.

SECTION 6.

Shift employees working a 7-day, 16 hour or 24 hour operation, shall be scheduled to work 5 days consisting of 8 hours per day within a 7-day period, excepting that a shift employee may be scheduled to work a sixth day once per month. Such shift employees shall not be paid overtime rate provided for Saturday and Sunday work as such, but shall be paid 1-1/2 times their regular rate of wages for any work performed on the sixth day, and twice the regular rate of wages for the 7th day worked in any 7-day period, except that any employee shall not receive such scheduled overtime pay unless he shall have worked his full scheduled work week as herein defined.

SECTION 7.

If a shift worker is not able to report for work because of illness he shall be required to call in at least four (4) hours prior to the time he is scheduled to report for work on the Midnight to 8:00 A.M. shift and the 4:00 P.M. to Midnight shift, or he will be considered as being absent without pay.

If a shift worker is not able to report for work because of illness he shall be required to call in at least one (1) hour prior to the time he is scheduled to report for work on the 8:00 A.M. to 4:00 P.M. shift, or he will be considered as being absent without pay.

Passaic Valley shall have the right to assign any available employee to replace this employee absent without leave.

SECTION 8.

Whenever a shift employee shall be required to work on any paid holiday as set forth herein, which is the employee's scheduled day off, he shall receive the regular pay for such work plus 1-1/2 times his regular day's pay (20 hours straight time).

SECTION 9.

There shall be no pyramiding of overtime or premium rates; that is, an overtime or premium rate shall not be paid on any other overtime or premium rate.

SECTION 10.

Insofar as may be practicable, overtime work will be equally distributed among the employees in the various classifications normally used to perform such work.

SECTION 11.

Any employee who is required to perform any work on any day when he would normally be off duty shall be guaranteed 4 hours' work at the applicable rate of pay, and in any event shall receive 4 hours' pay for such call-in, at the applicable rate.

In the event that an employee completes his required work in less than four hours, he may then be assigned other work for the remainder of his 4 hours or, if he so elects, may punch out and receive payment only for the actual time worked, but not less than one hour at the applicable rate.

SECTION 12.

All employees will be paid for the actual time worked as shown on the employees' time cards.

ARTICLE X
Holidays

SECTION 1.

For the purposes of this Agreement, the following

shall be considered as paid holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Friday following Thanksgiving Day
12. Christmas
13. General Election

SECTION 2.

Whenever any of the aforementioned holidays shall fall on Saturday, they shall be observed on the preceding Friday. Whenever any such holidays shall fall on Sunday, they shall be observed on the following Monday, subject to the provisions of law. Whenever a legal holiday shall occur on any scheduled work day, such holiday shall be counted as a day worked for the purpose of determining overtime for such work. Any employee (excluding shift workers to whom Article VIII, Section 7 applies), who shall be required to work on such holidays shall receive twice his regular rate of pay (16 hours straight time).

SECTION 3.

Employees shall not be entitled to holiday pay, when they fail to work on the normal regularly scheduled day of work immediately preceding and immediately following the \

holiday. Absence for any of the following reasons shall be excused: (a) Death in the immediate family as defined in Article XV, Section 2; (b) Absence because of illness, upon presentation of satisfactory medical proof of illness; (c) Accident arising out of and in the course of his employment and resulting in his inability to continue work for the day, in which case the employee, when requested by Passaic Valley, shall submit to medical examination; (d) Jury duty; and (e) Vacation.

ARTICLE XI
Longevity

SECTION 1.

Effective January 1, 1973, eligibility for longevity shall commence after the completion of 5 years of active service, and employees shall receive payment based on their regular salary or wages in accordance with the following schedule:

6 to 10 years, inclusive	-	3%
11 to 15 years, inclusive	-	4%
16 to 20 years, inclusive	-	5%
21 to 25 years, inclusive	-	6%
26 years and over	-	7%

SECTION 2.

All longevity pay shall be computed and paid on the anniversary date of each eligible employee. Percentage of

longevity shall be based on the salary or wages which the employee shall receive on the aforesaid anniversary date.

ARTICLE XII
Clothing Allowance

SECTION 1.

Whenever Passaic Valley shall require an employee to wear specific uniforms or work clothes or to use any specific equipment, the cost thereof shall be paid by Passaic Valley in accordance with Commission policy. The employee shall wear the uniform (except safety shoes) only while working for the employer and shall take proper care thereof. Employees are responsible for any loss of equipment and/or clothing which have been issued to them.

ARTICLE XIII
Vacations

SECTION 1.

All employees shall be entitled to a vacation in accordance with the following schedule:

1 - 5 years inclusive as of May 31st	12 days
6 - 10 years inclusive as of May 31st	15 days
11 - 15 years inclusive as of May 31st	17 days
16 years and over as of May 31st	22 days

SECTION 2.

If two (2) or more employees in the same job classification, within the same department, shall have a

dispute as to the date when they shall receive the vacation time, the employee with the greater seniority based on length of continuous service in that department, shall receive preference.

SECTION 3.

All employees shall receive their vacation pay in advance of their scheduled vacation leave.

ARTICLE XIV
Prior Benefits

SECTION 1.

The present policies and practices pertaining to life insurance, accidental death and dismemberment benefits, hospitalization, major medical insurance, supplemental accident expense benefits, medical-surgical benefits, and sick leaves shall be continued for the duration of this Agreement, except as herein specifically provided to the contrary.

ARTICLE XV
Sick leave, Death leave and Absences

SECTION 1.

The policies and practices pertaining to sick leave and absences heretofore established under the Rules and Regulations of the Department of Civil Service shall continue in full force and effect.

SECTION 2.

All employees shall be entitled to a 3-day leave of absence in the event of the death of a member of his immediate family. Immediate family includes specifically the employee's spouse, children, brothers, sisters and parents. The Commission shall have sole discretion to grant such 3-day leave of absence in the event of the death of a person other than a member of the immediate family, such as a foster parent.

ARTICLE XVI
Seniority

SECTION 1.

The policies and practices pertaining to seniority heretofore established under the Rules and Regulations of the Department of Civil Service and by Veterans' Statutes shall continue in full force and effect.

SECTION 2.

Nothing herein contained shall abrogate or in any way modify any of the rules or procedures of Civil Service, and wherever a provision of this Agreement shall conflict with any provision of Civil Service, then to that extent the provisions of this Agreement shall be null and void.

ARTICLE XVII
Management Rights

SECTION 1.

Passaic Valley retains the exclusive right to direct the work force except as such right is affected or

modified by the terms of this Agreement. This right shall include but not be limited to the right to direct, hire, promote, assign, suspend, demote and discharge or take such other disciplinary action with reference to its employees.

SECTION 2.

Passaic Valley shall have the right to make reasonable rules and regulations except as may be otherwise provided by the terms of this Agreement.

ARTICLE XVIII
Miscellaneous

SECTION 1.

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

SECTION 2.

Employees excepted from the provisions of this Agreement by the terms of N.J.S.A. 34:13A-5.3 shall not perform the work of other employees except in case of emergency.

SECTION 3.

No provision of this Agreement shall be construed or interpreted as to imply any reduction of present wages or working conditions.

ARTICLE XIX
Wages

SECTION 1.

All employees shall receive an increase of 5.5% in wages or salary for the year 1973 effective January 1, 1973. All employees shall receive an increase of 5.5% in wages or salary for the year 1974 effective January 1, 1974.

SECTION 2.

The wages and salaries for each employee shall be as set forth upon the books and records of Passaic Valley as heretofore maintained.

SECTION 3.

The increment progression from the minimum to the maximum rate in each classification shall be achieved on a 4-year schedule. The amount of the increment shall be determined by subtracting the minimum rate from the maximum rate in each classification, and dividing the difference by 4.

ARTICLE XX
Subcontracting of Work

SECTION 1.

If, during the term of this Agreement, the Commission contracts out or subcontracts work normally performed by employees covered by this Agreement, affected employees will be given every priority available to continue their employment within their Classification or any other position available for

which they are qualified, prior to lay off or similar action.

SECTION 2.

The Commission agrees to meet with the Union to discuss all lay-off or job displacements.

ARTICLE XXI
Employee Safety

SECTION 1.

Passaic Valley will provide such safety devices as it shall determine to be appropriate for the protection of its employees, and the employees shall utilize such devices.

SECTION 2.

Employees shall not be required to work where conditions exist which violate safety rules and regulations of Passaic Valley. An employee whose work has been temporarily eliminated as a result of a hazardous condition may be assigned to other work in the interim.

SECTION 3.

Employee complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action shall be initiated at the earliest time practicable to bring such conditions within safety guidelines.

SECTION 4.

Commission policy with respect to safety shoes shall continue.

within the operation of Passaic Valley, shall be construed in accordance with such technical or special and accepted meaning.

ARTICLE XXV
Definitions

Unless it be otherwise expressly provided or there is something in the subject or context repugnant to such construction, the following definitions shall apply to this Agreement:

Number; Gender. Whenever, in describing or referring to any person, party, matter, or thing, any word importing the singular number or masculine gender is used, the same shall be understood to include and to apply to several persons or parties as well as to one person or party, and to females as well as males, and to several matters and things as well as to one matter or thing.

ARTICLE XXVI
Duration of Agreement

SECTION 1.

The duration of this Agreement shall extend through December 31, 1974.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents, this 13TH day of MARCH 1973.

WITNESS

TEAMSTERS LOCAL NO. 286 AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

By *[Signature]*

PASSAIC VALLEY WATER COMMISSION

By *[Signature]*

ATTEST:

Arthur W. Mazowiecki