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1973

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

Between

BOARD OF TRUSTEES OF THE PASSAIC COUNTY CHILDREN'S SHELTER and THE  
BOARD OF CHOSEN FREEHOLDERS OF PASSAIC COUNTY

AND

PASSAIC COUNCIL #3  
NEW JERSEY CIVIL SERVICE ASSOCIATION, INC.

PREAMBLE

This Agreement entered into by the Board of Trustees of the Passaic County Children's Shelter, the Board of Chosen Freeholders of Passaic County, hereinafter referred to as the "Employer", and Passaic Council #3, New Jersey Civil Service Association, Inc., hereinafter referred to as the "Council" has as its purpose the promotion of harmonious relations between the Employer and its employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, and to avoid interruption or interference with the efficient operation of the public employer.

1. PAY SCALES

1.1 Effective January 1, 1973 the pay scales for all employees covered by this Agreement shall be as set forth in Appendix A annexed hereto and made a part hereof subject to corrections of said Appendix for subsequently discovered errors.

1.2 During the term of this Agreement increments to which the employees may be entitled shall be awarded as follows:

1.2.1 All employees whose anniversary date falls between January 1st and June 30th shall receive the increment to which they

would have been entitled on the employee's anniversary date, retroactive to January 1st of the contract year.

1.2.2 All employees whose anniversary date falls between July 1st and December 31st shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to July 1st of the contract year.

## 2. VACATIONS

2.1 Vacations with pay shall be granted to employees who have completed the probationary period as follows:

- 1 - 5 years -- 12 working days vacation during each year of service
- 6 - 10 years -- 15 working days vacation during each year of service
- 11 - 15 years -- 18 working days vacation during each year of service
- 16 - 20 years -- 20 working days vacation during each year of service
- 20 years and over -- 22 working days vacation during each year of service

2.2 Employees with less than one year of employment shall accrue vacation pay at the rate of one day per month for each complete month of employment providing that the employee has completed the probationary period.

2.3 Employees entitled to vacation shall make their vacation time off request to the Superintendent not later than April 15th of the current vacation year.

## 3. SICK PAY AND PERSONAL LEAVES OF ABSENCE

3.1 Every employee covered by this Agreement shall be entitled to payment for absence due to illness for a maximum of 15 days per year. Unused sick days shall be cumulative from year

to year.

3.1.1 All employees shall receive ten (10%) percent of his accumulated sick time payable at the employee's prevailing rate at the time of retirement.

3.2 Every employee covered by this Agreement shall be allowed a maximum of 3 days personal leave per year with pay provided that the Department Head be notified of such leave at least 3 days in advance thereof except in emergency situations. Such personal leave shall not be cumulative from year to year.

3.3 Every employee covered by this Agreement shall be allowed 1 day per year death leave for use in the event of death in the immediate family of the employee. The immediate family for the purpose of this section is defined as the employee's parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law or a member of the immediate household of the employee. Death leave shall not be cumulative from year to year.

3.4 Except as defined in Section 3.3 of this Agreement, every employee shall be allowed 1 additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

#### 4. INSURANCE

4.1 The Employer will provide medical, hospitalization, major medical insurance coverage and life insurance for each employee covered by this Agreement as such coverage is presently in effect.

#### 5. HOLIDAYS

5.1 The following days are recognized paid holidays

whether or not worked:

½ day New Year's Eve	Labor Day
New Year's Day	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day and day after
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day

5.2 Martin Luther King's birthday shall be granted to the employees as a holiday provided it is so designated by the State of New Jersey as a legal holiday.

6. LONGEVITY PAY

6.1 Longevity pay shall be determined by length of employment as follows:

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

7. DIFFERENTIAL PAY

7.1 All employees covered by this Agreement working on shifts whose working hours fall between 3:00 p.m. and 11:00 p.m. or 11:00 p.m. and 7:00 a.m. shall receive an addition to their regular pay of an additional 10% of their wages.

8. GRIEVANCE PROCEDURES

8.1 A grievance 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. The Employer and the Council mutually agree to the following grievance steps:

1. The employee shall present the grievance, either

verbally or in written form, to the employee's immediate Supervisor within 5 days of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond verbally to the employee within 5 working days.

2. If the grievance has not been settled it shall be presented in writing by a Council Representative to the Superintendent of the Passaic County Children's Shelter within 5 days after the Supervisor's response is received or due. The Superintendent shall then respond to the Council Representative in writing within 5 working days.

3. If the grievance still remains unsettled it shall be presented in writing by the Council Representative to the Board of Trustees of the Passaic County Children's Shelter within 5 days after the response of the Superintendent is received or due. The Board of Trustees of the Children's Shelter shall respond in writing to the Council Representative within 5 working days after the grievance has been considered by the Board at a regularly scheduled meeting.

4. If the grievance still remains unsettled it shall be presented in writing by the Council Representative to the Director of Personnel within 5 days after the response of the Board of Trustees of the Children's Shelter is received or due. The Director of Personnel shall respond in writing to the Council Representative within 10 working days.

5. If the grievance is still unresolved within 10 days after written notice is received from the Director of Personnel either party may request mediation of the grievance by the New Jersey State Board of Mediation.

9. TARDINESS

9.1 The Superintendent of the Passaic County Children's Shelter shall take appropriate corrective action so as to discourage lateness in reporting to work by Shelter employees.

9.2 Employee work hour shall be divided into ten six-minute segments. An employee shall be considered as late for work if he does not report ready for work at his work station at his starting time. If an employee reports for work late four (4) or more minutes after starting time, he shall be docked in major segments of 1/10 of an hour.

9.3 If an employee is more than thirty (30) minutes late in reporting, the Superintendent may send the employee home for the balance of that working day, in which event he shall not receive any pay for that day.

10. OVERTIME

10.1 It is understood that in order to meet the demands of work, employees may be required to work in excess of the hours of work designated as the normal workday/week for their class title. Any employee who is authorized or required to work beyond the normal workday/week for his class title shall be compensated in the manner herein prescribed.

10.2 Time and one-half the employee's regular rate of pay shall be paid in 15-minute segments after such employee shall have worked 10 minutes beyond the normal 8-hour work shift provided that such employee reported for work on his original shift on time and further provided that said employee worked the full shift.

10.3 If an employee is scheduled to work on a day normally considered his day off and has otherwise worked a regular

schedule of work during the workweek (sick, vacation and holiday time are considered part of the workweek) such employee shall be paid at the rate of time and one-half his base pay.

10.4 An employee who is called into work on any paid holidays as defined herein shall be compensated at the rate of 2 times his base pay provided such employee shall have worked his last regularly schedule work day and further provided that he shall have worked on the next day that such employee is regularly scheduled to work.

10.5 Any employee regularly scheduled to work on a holiday shall be compensated at the rate of one and one-half times his base pay.

10.6 If an employee working on a holiday as defined herein has been absent either before or after the holiday for a period of one (1) day or more he shall be required to provide a doctor's certificate satisfactory to the Superintendent indicating the reason for such absence. In the event any such certificate is not presented such employee shall be compensated for working on a holiday at his regular rate of pay.

## 11. MANAGEMENT RIGHTS

11.1 The public Employer retains the rights in accordance with applicable laws and procedures to: (a) direct employees, (b) hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees, (c) relieve employees from duties because of the lack of work or for other legitimate reasons, (d) maintain the efficiency of the Government operations entrusted to them, (e) determine the methods, means

and personnel by which such operations are to be conducted and (f) take whatever action may be necessary to carry out the mission of the agency in situations of emergency.


12. TERMINATION

12.1 This Agreement shall become effective retroactive to January 1, 1973 and shall remain in full force and effect until December 31, 1974 or until a successor Agreement is negotiated and executed, whichever shall last occur.

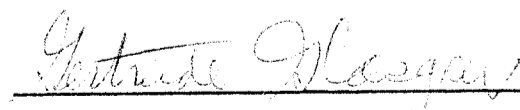
12.2 The Association reserves the right to re-open this Agreement for purposes of securing further economic adjustments for the second year of this Agreement. It is understood that wages shall be considered the economic item negotiable under this re-opening clause. All other items in this Agreement shall not be subject to renegotiation by the Council.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officials and duly considered officials this 16<sup>th</sup> day of April, 1973.


FOR PASSAIC COUNCIL #3  
NEW JERSEY CIVIL SERVICE ASS'N.:

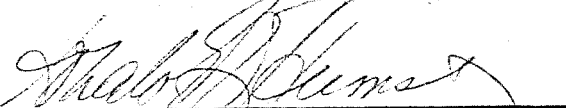
  
Elvia E. Taylor, President  
Passaic Council #3

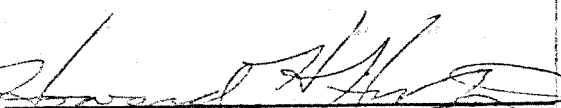
  
Annie Walker

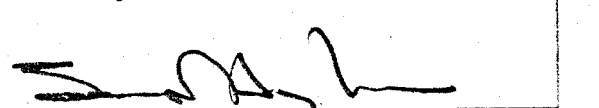
  
Gertrude Wagner

FOR THE EMPLOYER:

  
Joseph F. D'Arco, Director  
Passaic County Board of  
Chosen Freeholders

  
Donald E. Van Heemst, Clerk  
of the Board

  
Howard H. Kestin, President  
Board of Trustees Passaic  
County Children's Shelter

  
Samuel Hughes, Passaic County  
Director of Personnel



APPENDIX A

<u>Level</u>	<u>Incr.</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
5	250	4976	5226	5476	5726	5976	6226	6476
6	261	5226	5487	5748	6009	6270	6531	6792
7	275	5487	5762	6037	6312	6587	6862	7137
8	287	5762	6049	6336	6623	6910	7197	7484
9	304	6049	6353	6657	6961	7265	7569	7873
10	317	6353	6670	6987	7304	7621	7938	8255