

AGREEMENT BETWEEN
THE CITY OF PASSAIC
AND
LOCAL 1158, IBEW, AFL-CIO
BLUE COLLAR UNIT

JULY 1, 2006 THROUGH JUNE 30, 2011

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DEPARTMENT OF PUBLIC WORKS**

PREAMBLE

This Agreement, entered into the 4th day of *September*, 2007 by and between the City of Passaic, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "City" or the "Employer,") and Local 1158, IBEW, AFL-CIO – Blue Collar, (hereinafter referred to as the "Union").

**ARTICLE I
RECOGNITION**

- A. In accordance with the results of the N.J.P.E.R.C. supervised election, the City recognizes Local 1158, IBEW as the sole and exclusive bargaining representative for all full-time, non-supervisory blue collar employees of the Department of Public Works of the City of Passaic.
- B. Excluded are all supervisory, office white collar, professional, management and other employees excluded by law; and employees of all other city departments.
- C. It is the intention of the parties that this Agreement be construed in harmony with the Public Employment Relations Commission Act as amended, the laws of the State of New Jersey, the Optional Municipal Charter Law, New Jersey Department of Personnel regulations, New Jersey Administrative Code, and the personnel policies and procedures of the City of Passaic.

**ARTICLE II
MANAGEMENT RIGHTS**

- A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:
1. The executive management and administrative control of the City, its properties, operations, facilities and activities of its employees.
 2. Use of personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
 3. To make rules of procedures and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time, to determine the classification or reclassification of employee titles in conformance with the New Jersey Department of Personnel regulations, and to be in sole charge of the quality and quantity of the work required unless set forth otherwise. The Employer agrees to give notice to the employees of the rules and procedures issued.
 4. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and the Union.
 5. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees.
 6. To set rates of pay for temporary or seasonal employees.
 7. To suspend, demote, discharge, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
 8. To determine the scheduling of overtime to be worked.
 9. To decide the number and location of its facilities.
 10. To determine the maintenance and repair work to be performed.
 11. To determine the amount of supervision required.

12. To determine the machinery and tool equipment to be purchased and utilized, determine methods and schedules of work; and determine the selection, procurement, designing, engineering and control of equipment and materials.

13. Nothing contained herein shall prohibit the City from contracting out any work or services.

14. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and/or for economic reasons.

15. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems necessary for the efficient and effective operation of the Department of Public Works and the City.

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in the furtherance therewith, in the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitution and the laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1 et seq., or any national, state, county or local laws or regulations.
- D. The parties recognize that the exercise of managerial rights is a responsibility of the City on behalf of the taxpayers and that the City cannot bargain away or eliminate any of its managerial rights.

ARTICLE III
MAINTENANCE OF WORK OPERATIONS
AND NO STRIKE PLEDGE

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment,) work stoppage, slow-down, walk-out or other illegal job action against the City. The Union agrees that such action would constitute a material breach of the Agreement.

- B. In the event of a strike, slow-down, walk-out or job action, it is agreed that participation in any or all such activity by any Union member shall entitle the City to:
 - 1. Discipline the employee or employees involved in such activities subject to provisions of this agreement.

- C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the City and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work.

- D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by Union members.

- E. The City agrees not to lock out employees.

**ARTICLE IV
JOB STEWARDS**

- A. The City recognizes the right of the Union to designate one Job Steward and two alternates and contract negotiations committee members. The Union will be limited to one (1) Steward and two (2) alternates. The Union will furnish the City with a list of the Steward and alternates. An authorized agent of the Union shall be permitted to visit the facility during working hours after first notifying the City representative and receiving permission. Said Union representative shall conduct his/her business in such a manner as not to interfere with the normal and efficient operations of the facility and not disrupt or interfere with employees during working hours. The Union shall keep the City currently advised in writing of the officer or representative of the Union who is authorized to deal with the City, and no one shall be deemed such a representative unless he/she is so designated by the Union to the City.
- B. The authority of the Steward and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities upon prior notice, and authorization of the Director of Public Works if conducted during business hours:
1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement provided such activities do not interfere with the conduct of the business of the City.
 2. The transmission of such messages and information from the Union to the Director of Public works which shall originate with, and are authorized by the Union or its Officers, provided such messages and information.
 - a) Have been reduced to writing; or
 - b) If not reduced to writing, are of a routine nature and do not involve work stoppage, slow downs, refusal to handle goods, or any other interference with the conduct of City business.
- C. The Steward and alternates have no authority to take any action interrupting the City's business.
- D. The City recognizes these limitations upon the authority of the Steward and alternates, and shall not hold the Union liable for any unauthorized acts. The City, in so recognizing such limitations, shall have the authority to impose proper disciplinary action in the event the Steward or alternate has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. Disciplinary action shall not be imposed if the Steward or alternate stops work on a limited project because of a serious PEOHSA safety violation provided there is an immediate consultation with and the agreement of the Director of Public Works or his designee.

- E. The Steward and designated representatives with prior approval of the Director of Public Works if conducted during business hours, shall be permitted a reasonable period of time to investigate, present and process grievances on the property of the City, without loss of time or pay. Such approval shall not unreasonably be withheld. Such time spent in handling grievances shall be considered working hours provided such time is substantiated and documented. No compensation of any type shall be provided for any Steward and alternate for time spent outside regular hours.

**ARTICLE V
GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department. The employee reserves the right to have a shop steward present, if desired. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.
- C. With regards to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of employment. With regards to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

The Union or grievant shall institute action in writing under the provisions herein within twenty (20) working days after the event giving rise to the grievance. An earnest effort shall be made to settle the differences between the aggrieved employee and the Department Director for the purpose of resolving the matter informally. The written grievance at this step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this contract violated, and the remedy requested by the grievant. The Department Director or his designated representative will answer the grievance in writing within twenty (20) working days of receipt of the written grievance. Failure to institute the grievance in writing within twenty (20) working days shall constitute an abandonment of the grievance.

STEP TWO:

If the Union wishes to appeal the decision of the Department Director, such appeal shall be presented in writing to the Business Administrator within ten (10) working days thereafter. This presentation shall include all copies of all previous correspondence relating to the matter in dispute and shall include a copy of the relevant facts and a summary of any preceding oral discussion, the applicable section of this contract violated, and the remedy requested by the grievant. The

Business Administrator shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

STEP THREE:

Within thirty (30) working days, inclusive of designated holidays and Saturdays and Sundays, of the Business Administrator's decision, the Union may apply to the Public Employment Relations Commission ("PERC") for binding arbitration. The alleged violation of this Agreement may be submitted to arbitration. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with application to PERC, the Union will send notice to the Employer of its arbitration petition.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

2. The decision of the arbitrator shall be binding upon the Employer and the Union and the employee.

3. The parties may direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

4. The costs for the services of the arbitrator shall be borne equally by the Union and the City. Any other expenses including, but not limited to, the presentation of witnesses shall be paid by the parties incurring same.

5. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and the laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, or detract from or alter, in any way, the provisions of this Agreement or any amendment or supplement thereof.

E. In the event the aggrieved elects to pursue remedies available through New Jersey Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties, that no arbitration hearing shall be until after the expiration of at least thirty (30) calendar days after the decision rendered by the Business Administrator or his designee on the grievance. In the event the grievant pursues his remedies through New Jersey Department of Personnel, the arbitration hearing, if any, shall be paid by the grievant or the Union.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed

thereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

- G. It is understood that employees, shall, during and notwithstanding any pending grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

- H. No grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in the Agreement or the terms of the Agreement itself, either expressly or by operation of law.

ARTICLE VI
PROBATIONARY PERIOD

The probationary period (working test period), if applicable, is subject to the provisions of N.J.A.C. 4A:4-5.1 and 4A:4-5.2. During the probationary period, the City reserves the right to terminate a probationary employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this agreement.

**ARTICLE VII
PROMOTIONS, SENIORITY, LAYOFFS, DEMOTIONS
AND PERSONNEL ACTIONS**

- A. Matters involving promotions, seniority, layoffs, demotions, suspensions, termination and other disciplinary actions shall be handled in accordance with New Jersey Department of Personnel regulations (N.J.A.C.) where applicable.
- B. An employee promoted to a higher job title shall be paid a salary within the salary range of a higher job title. Promotions will result in an increase in the base salary. An employee promoted will be subject to a ninety (90) day probationary period in the higher title only.
- C. An employee assigned to a higher job title on a temporary basis shall be paid the higher salary rate of pay for the time worked after five (5) consecutive workdays in the position. The Business Administration shall determine if the employee is assigned to a higher title.

**ARTICLE VIII
SEPARATION OF EMPLOYMENT**

- A. In the case of separation from employment, the City shall pay all monies due to the employee, including pro-rata vacation pay on the following payday.

ARTICLE IX
DRIVERS LICENSES

- A. All employees who in the course of the course of their employment drive municipal vehicles will be required to have a driver's license in good standing. The Director of Public Works shall determine the appropriate license required: commercial driver's license (CDL) or regular driver's license.
- B. All new employees must possess a commercial driver's license in good standing at the time of hire or within ninety (90) days from the date of hire.
- C. If the employee pleads, or is found guilty of a motor vehicle violation(s) while driving a city vehicle, he/she shall be subject to disciplinary action as per New Jersey Department of Personnel regulations. If an employee who is required to drive a municipal vehicle has their CDL or driver's license suspended or revoked they shall be subject to temporary demotion on the first suspension or revocation until the license is restored. Subsequent suspension or revocations may result in further disciplinary action.

ARTICLE X
JOB SPECIFICATIONS

- A. The City will make available to the Union, upon request, job specifications promulgated by the New Jersey Department of Personnel for job titles held by Union members.

**ARTICLE XI
HOURS OF WORK**

- A. Employees shall work a forty (40) hour workweek consisting of five (5) days of eight (8) hours each. The shift shall not be split without the specific agreement of the employee.
- B. The workweek is Monday through Friday.
- C. The regular starting time is 7:30 a.m. and the regular quitting time is 4:00 p.m. The City reserves the right to change the starting times as necessary for seasonal, street sweeping and project work provided that the starting time is not earlier than 6:00 a.m. The City may adjust the custodian shifts as necessary for vacation, sick or other leave fill-in; firstly on a volunteer basis, and if no employee volunteers, then the employee with the lowest seniority shall be assigned. There will be no regular custodial shifts between 12:30 a.m. and 6:00 a.m.
- D. The City shall allow a one-half (1/2) hour unpaid lunch period each day.
- E. The City agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour period for each subsequent four (4) hours of work.
- F. The City shall allow a paid fifteen (15) minute break, once during each four (4) hour regular work period, excluding overtime.
- G. The City agrees to guarantee an employee a minimum of two (2) hours of pay in lieu thereof at the applicable overtime rate of pay, whenever an employee is called in to work outside of his regularly scheduled hours of work; except, when within two (2) hours prior to start, payment shall be limited to time worked. The City shall have the right to retain the employee on duty for the said minimum time period.
- H. The City agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable overtime rate of pay, whenever such employee is required to report to work on either a Sunday or holiday. The City shall have the right to retain the employee on duty for the said minimum time period.

ARTICLE XII
SALARIES

- A. Effective July 1, 2006 all employees will receive a three (3) percent increase in base salary.
- B. Effective July 1, 2007 all employees will receive a three (3) percent increase in base salary.
- C. Effective July 1, 2008 all employees will receive a three (3) percent increase in base salary.
- D. Effective July 1, 2009 all employees will receive a three (3) percent increase in base salary.
- E. Effective July 1, 2010 all employees will receive a three (3) percent increase in base salary.
- F. The annual salary shall be divided by 2080 hours when calculating the hourly rate.
- G. The only employees receiving retroactive pay are those employed as of the date of the Memorandum of Agreement and employees who have retired from the City.

ARTICLE XIII
OVERTIME

- A. Overtime shall be paid for all work performed in excess of eight (8) hours per day at the rate of one and one-half (1 ½) times the straight time hourly rate during the regular work week as defined by Article XI. Hours of work shall be as defined in this Agreement. Full-time employees shall not be paid overtime until said employee shall have worked the hours specified above. Overtime on Saturdays and legal Holidays shall be paid at the rate of one and one-half (1 ½) times the straight time rate. Overtime on Sundays shall be paid at the rate of two (2) times the straight time rate.
- B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Director of Public Works or his designee. The reasons for granting overtime shall be noted on the time report and certified by the Director of Public Works or his designee.
- C. Employees called into or scheduled to work on official City government holidays shall receive overtime in addition to the regular straight time holiday pay.
- D. Opportunity to earn overtime pay shall be rotated with the intention to achieve equalization of overtime pay earnings within each class of work, provided the employee is qualified by job title to perform the overtime assignment.
- E. There shall be no requirement to accrue compensatory time in lieu of overtime.

**ARTICLE XIV
LONGEVITY**

- A. All employees hired prior to September 1, 1994 are entitled to receive longevity pay for each completed five (5) years of employment according to the following longevity schedule:

Upon the completion of 5 years	2% of base salary
Upon the completion of 10 years	4% of base salary
Upon the completion of 15 years	6% of base salary
Upon the completion of 20 years	10% of base salary
Upon the completion of 25 years	12% of base salary

- B. All employees hired from September 1, 1994 through December 31, 1995 are entitled to receive longevity pay for each completed five (5) years of employment according to the following longevity schedule:

Upon the completion of 5 years	\$ 500.00
Upon the completion of 10 years	\$1,000.00
Upon the completion of 15 years	\$1,500.00
Upon the completion of 20 years	\$2,000.00
Upon the completion of 25 years	\$2,500.00

- C. All new employees hired January 1, 1996 and thereafter will not be eligible for any longevity benefits.
- D. Longevity will be paid on the same basis as heretofore.
- E. Longevity pay shall be considered as part of base wages for the purpose of computing holiday pay, vacation pay, sick pay, retirement and overtime.
- F. Longevity entitlement is based on each employee's initial date of hire.

**ARTICLE XV
HOLIDAYS**

- A. The City agrees to provide employees with fourteen (14) paid holidays. The present holidays are:

New Years Day	Columbus Day
Lincoln's Birthday	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther King's Birthday

- B. The City will issue an annual holiday schedule.
- C. Any holiday which falls on Saturday shall be celebrated the preceding Friday.
- D. Any holiday which falls on Sunday shall be celebrated the following Monday.

ARTICLE XVI
SICK LEAVE

- A. Permanent employees with less than one (1) year of employment shall be entitled to one (1) paid sick leave day for each month worked for the first calendar year of employment.
- B. Permanent employees shall be entitled to fifteen (15) paid sick leave days at the beginning of the first full year following the year of initial employment. Such sick leave will be pro-rated if the employee is separated from employment for any reason during the calendar year.
- C. Temporary/provisional employees with one (1) or more years of employment shall be entitled to fifteen (15) paid sick leave days in each calendar year; to be pro-rated at the rate of one and one-quarter (1 ¼) days at the beginning of each month.
- D. Unused sick leave days shall be accumulated from year to year without maximum limitation.
- E. Reporting Sick Leave:
 - 1. If an employee is absent for reasons that entitled him to sick leave; his supervisor or the dispatcher shall be notified at least one-half (1/2) hour prior to the employee's starting time. Failure to so notify his supervisor may be cause to deny use of sick leave for that absence and may result in disciplinary action.
 - 2. An employee on sick leave must provide said notice each day he or she is on sick leave; except in cases where the employee submits a Doctor's certificate setting forth the period of time the employee will be absent from work. An employee may call later on the same day to advise if he/she will be out sick the following day.
- F. Absence without notice for five (5) consecutive days shall constitute a resignation.
- G. An employee who has been absent on sick leave for five (5) or more consecutive work days or for a period totaling more than fifteen (15) days in any one calendar year, is required to furnish a certificate, signed by a licensed physician, to the effect that the employee was not physically able to perform any duty connected with the employee's job. Such certificate also may be required for single day absences for employees have records of repeated absences, particularly when sick leave is taken on Mondays and Fridays and days immediately before or after vacation leave.

- H. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- I. The Director of Public Works or the Business Administrator may require an employee on sick leave to submit to examination by a physician designated by the City, and whenever such physician shall report in writing that the employee is fit for duty, sick leave shall terminate. Such examination will be paid for by the City of Passaic.
- J. Sick Leave Confinement Restriction:
1. If an employee is absent for reasons that entitled the employee to sick leave or if the employee is on Workers' Compensation leave because of an injury sustained during his employment, the employee shall remain at his place of confinement during the period in which he is scheduled for work on the day(s) in question, with the following exceptions:
 - a. To report for medical attention to a doctor's office or hospital.
 - b. To engage in the exercise of his right to vote or to attend religious services.
 - c. If an emergency necessitates his absence.
 - d. The employee may leave the place of confinement for convalescence or physical therapy.
 - e. To purchase food or medicine.

**ARTICLE XVII
VACATIONS**

- A. Vacation entitlement shall be paid in accordance with the following schedule:
1. Initial year of employment One (1) working day for each month of paid service
 2. One (1) year to five (5) years, inclusive Twelve working days
 3. Six (6) years to seven (7) years, inclusive Thirteen (13) working days
 4. Eight (8) years to nine (9) years, inclusive Fourteen (14) working days
 5. Ten (10) years Fifteen (15) working days
 6. Eleven (11) years to twelve (12) years, inclusive Sixteen (16) working days
 7. Thirteen (13) years to fourteen (14) years, inclusive Seventeen (17) working days
 8. Fifteen (15) years Eighteen (18) working days
 9. Sixteen (16) years to eighteen (18) years, inclusive Nineteen (19) working days
 10. Nineteen (19) years Twenty (20) working days
 11. Twenty (20) years and over One (1) additional working day of vacation shall be added for each additional year of service.
 12. Effective January 1, 1995, employees with 20 years and over of service shall be able to add one additional working day of vacation for each additional year of service up to 25 years. Any employee who had in excess of 25 years shall be allowed to continue to take the amount of days to which he/she was entitled in 1994, and which shall be capped at that amount.
 13. New employees hired after July 1, 2000 shall be capped at twenty (20) vacation days.

- B. Vacation pay shall be based on an employee's straight time salary.
- C. Vacation may be scheduled throughout the calendar year with the approval of the Director of Public Works which will not be unreasonably withheld. Vacation time must be requested one (1) week in advance.
- D. Preference for selection shall be awarded employees in order of greatest total employment seniority.
- E. In the event a holiday(s) named in the Agreement falls during an employee's vacation period, the holiday(s) shall not count as a vacation day(s).
- F. Employees shall not carry over more than one year of accumulated vacation days into the next calendar year; except for a temporary extension given in the case where the employer has not approved a vacation leave request. Any days carried over from the previous year must be utilized between April 15 and October 31 of the following year, with specific scheduling approved by the Director of Public Works.
- G. Any employee on a leave of absence or unpaid leave shall have his vacation leave for the year pro-rated for the duration of the leave.
- H. Changes in the scheduling of vacations will not be permitted without the prior approval of the Director of Public Works.
- I. If, for any reason, an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled pending approval of the Director of Public Works subject to paragraph F. above.
- J. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective plus any vacation leave which may have been carried over from the preceding calendar year.
- K. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.
- L. An employee cannot be recalled from vacation except in case of emergency.

ARTICLE XVIII
PERSONAL DAYS

- A. Employees shall be entitled to a maximum of three (3) days leave with pay for personal business, household or family matters described in this Article. Such days shall not be carried over into the succeeding year or years. Payment for unused days shall not be permitted.
- B. Personal business means an activity that requires the employee's presence during the workday and is of such nature that it cannot be attended to at a time outside of the workday.
- C. Personal, household or family refers to matters when an employee's absence from duty is necessary for the welfare of the employee of his or her family.
- D. Employees must request personal days twenty-four (24) hours in advance except in cases of emergency with the approval of the Director of Public Works. The request must be filed with the Director of Public Works or his designee.

ARTICLE XIX
SUPPLEMENTAL COMPENSATION UPON RETIREMENT

- A. Each employee shall be entitled, upon retirement, for service and age or disability, from the state administered retirement system (PERS), 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.
- B. Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day 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 lump sum supplemental compensation payment shall exceed \$8,000.
- C. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way influence, increase or decrease any pension or retirement benefits to such retired employee.
- D. 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.
- E. In the event of any employee's death after the effective date of retirement or before payment is made, the payment shall be made to the employee's estate.

**ARTICLE XX
INSURANCE**

A. Health Benefits

1. All employees covered by this Agreement hired before the ratification of this contract, and the eligible members of their immediate families, shall be covered by the following health benefit plans currently in effect, the premiums of which shall be paid by the City: medical/surgical plan, dental plan, vision plan and prescription plan.

2. Upon ratification of this contract by both parties, dental, vision and prescription plans for dependants of new hires will be paid by the City effective on the 4th anniversary of employment. The employee retains the option to pay for the coverage during their first three (3) years of employment at the City's premium cost.

3. From July 1, 2006 through and including the last day of the month during which their successor agreement is ratified, the prescription drug program shall require a ten (\$10.00) dollar co-payment for brand name drugs per prescription and a zero (\$0.00) as payment for generic drugs per prescription with no dollar cap. Commencing on the first day of the month following ratification of this successor agreement the prescription plan shall include a twenty (\$20.00) dollar co-payment for brand name drugs and a five (\$5.00) dollar co-payment for generic drugs per prescription whether acquired retail or by mail order, with no dollar cap.

B. Health Benefits for Retirees:

1. Excluding the Dental Plan Care, Prescription Plan, and Vision Plan above in Section A-1, the City agrees to pay the premiums for the medical/surgical 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 Public Employee Retirement System.

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

C. The City of Passaic shall have the right to undertake a self-insurance program which would cover medical and surgical benefits for employees covered by this Agreement. Any medical or surgical self-insurance plan or program which the City of Passaic may establish or join shall provide benefits which are equal to or better than the benefits available to employees covered by this Agreement under the medical/surgical plan currently in effect.

ARTICLE XXI
FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, but in no event to exceed five (5) consecutive working days, one (1) of which shall be the day of death or the day of the funeral. An employee may request to use vacation or compensatory time in accordance with manpower needs, if the funeral is out of the country or state, with the approval of the Department Director.
- B. The employee's immediate family is considered to include: father, mother, spouse, child, foster child and stepchild that live in the employee's household.
- C. Employee may utilize three consecutive working days funeral leave for the death of a sister, brother, grandparents or grandchildren of the employee, one (1) of which shall be the day of death or the day of the funeral.
- D. The employee may utilize one (1) working day of funeral leave for the death of parents-in-law, brother or sister-in-law, which day shall be the day of death or the day of the funeral.
- E. The City may request submission of proof of death.

ARTICLE XXII
DISCRIMINATION AND COERCION

- A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

- B. The Employer and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XXIII
JURY DUTY

- A. An employee who is called to Jury Duty shall immediately notify the City.
- B. An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.
- C. The City agrees to pay the employee eight (8) hours straight time pay for each workday on Jury Duty Service.
- D. The employee shall return to the City Treasurer all compensation received as a juror with the exception of public transportation expenses.

**ARTICLE XXIV
UNIFORMS**

A. The City shall provide for each new employee within sixty days service the following uniforms:

1. Three (3) pairs of pants
2. Three (3) winter shirts
3. Three (3) summer shirts
4. One (1) winter jacket
5. One (1) lightweight jacket
6. One (1) pair of steel toe work boots not to exceed \$100.00.

Effective July 1, 2008 and his amount shall not exceed \$125.00.

B. The City shall provide replacement of uniforms in April of each year as follows:

1. Two (2) pairs of pants
2. Two (2) summer shirts
3. Four (4) tee shirts
4. One (1) baseball hat

C. The City shall provide replacement of uniforms in October of each year as follows:

1. Two (2) pairs of pants
2. Two (2) winter shirts
3. One (1) pair steel toe work boots not to exceed \$100.00. Effective July 1, 2008 this amount shall not exceed \$125.00.
4. One (1) winter baseball hat

D. The City shall provide replacement of jackets as follows:

1. One (1) winter jacket every two years
2. One (1) lightweight jacket every two years. At his discretion, the Director of Public Works may provide a replacement lightweight jacket sooner if necessitated by excess wear and tear.

E. Uniform requirements:

1. Employees are required to wear public works uniforms and steel toe work boots during working hours. Uniforms shall not be worn when off duty except for incidental use when traveling to and from work.

2. Such steel toe work boots shall meet the approval of the Director of Public Works. If the steel toe work boots cost less than the allowance, the

employee may use the balance of the allowance towards purchase of work socks only.

3. Employees are responsible for any wear and tear to uniforms and work boots. Employees must furnish at their own cost and expense any other clothing or boots needed for any reason.

- F. The City shall provide one (1) pair of work gloves to each employee per month to be issued on or about the first Monday of the month. Any additional gloves shall be issued at the discretion of the Director of Public Works or his designee.
- G. The City shall provide twenty (20) sets of rain gear consisting of one (1) full-length raincoat and one (1) hat per set. It is not the intention of the City nor does the City accept the responsibility for providing a set of rain gear for each employee.
- H. Mechanics shall receive an annual reimbursement of up to \$250.00 for the purchase/replacement of tools utilized for City work beginning July 1, 2000. Detailed receipts shall be furnished and the Director of Public works may inspect the tools.
- I. In such instances where the Director of Public Works requires training for employees on equipment and procedures, such training shall be at the City's cost. If an employee elects to receive training during non-working hours, there shall be no overtime compensation.

**ARTICLE XXV
UNION BULLETIN BOARD**

- A. The City agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union, and are to bear the signature of the appropriate Union official.

**ARTICLE XXVI
SPECIAL LICENSES**

- A. The City shall pay the fee for the grant or renewal of any special licenses, except any and all driver's licenses, which the employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

ARTICLE XXVII
TRAVEL ALLOWANCE AND SAFETY

- A. Employees required to use their personal vehicles for City Business shall be reimbursed thirty (\$.30) cents per mile.

- B. The City shall not require employees to take out on the streets or highways any vehicle that is not safe, not in operating condition, or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified. The Director of Public Works or his designee shall determine if a vehicle meets the conditions set forth above.

- C. Any wearing apparel or safety equipment supplied to the employee by the City, including the clothing and safety equipment enumerated in Article XXIV, must be worn and/or utilized by the employees. Failure to wear and/or utilize said safety apparel or equipment shall subject the employee to disciplinary action.

ARTICLE XXVIII
SANITARY CONDITIONS

- A. The City agrees to maintain a clean and sanitary washroom, having hot and cold running water, and toilet facilities.

ARTICLE XXIX
LINE OF DUTY INJURY

- A. An employee who is temporarily disabled through injury as a result of his employment may be allowed workers' compensation leave with pay for a period of up to one (1) year commencing with the date of injury, upon request of the Department Director and the approval of the Business Administrator. The Business Administrator may make such approval 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. The decision to recommend and grant such leave shall be in the sole discretion of the City.
- B. 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.
- C. The workers compensation leave provided for herein shall not affect any sick leave accumulated by the employee receiving the workers' compensation leave.
- D. Any wages to which an employee may be entitled pursuant to this Article shall be reduced by the amount of any workers' compensation award made for temporary disability because of the injury requiring such leave.
- E. Neither this Article nor the consideration of or granting of any workers' compensation 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.
- F. The employee shall immediately notify his supervisor of any on-job injury.

**ARTICLE XXX
DRUG TESTING**

- A. The Union has agreed to drug testing procedures, a copy of which is attached hereto and made a part hereof as Appendix A.

ARTICLE XXXI
DUES DEDUCTION AND AGENCY SHOP

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made pursuant to law.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Business Administrator or his designee, during the month following the filing of such card with the City.
- C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the Business Manager of the Union advising of such changed deduction.
- D. The Union will provide the necessary check-off authorization form and the Union will secure the signatures of its members on the forms, and deliver the signed forms to the Business Administrator or his designee.
- E. Any such written authorization may be withdrawn and become effective to halt deductions, pursuant to law, by filing the notice of such withdrawal with the Business Administrator or his designee.
- F. The City agrees to deduct the fair share fee of 85% of the regular membership dues from the earnings of those employees hired on or after the signing of this Agreement who elect not to become members of the Union and subsequently withdraw from the Union, and transmit the fee to majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy must also be furnished to the New Jersey Public Employment Relations Commission.
- H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- I. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards, or the fair share assessment information as furnished by the Union to the City, or in reliance the official notification on the letter head of the Union and

signed by the Business Manager of the Union, advising of such changed deduction.

ARTICLE XXXII
NOTIFICATION

- A. The City will provide the Union with an updated list of covered employees with name, address and title in January of each year.

- B. The City will provide notice to the Union of any newly hired person into the bargaining unit, or of any change in a unit member's title or salary within a reasonable time of the occurrence.

**ARTICLE XXXIII
SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXIV
TERM AND RENEWAL

8/31/07 *gjl*

This Agreement shall be in full force and effect as of July 1, 2006 and to remain in effect through June 30, ~~2006~~ 2011.

8/31/07 *gjl*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Passaic, New Jersey, on this 4th day of September, 2010. 2007.

WITNESS

LOCAL 1158, IBEW, AFL-CIO

Gary J. Lew
BUSINESS REPRESENTATIVE

BY: *[Signature]*
BUSINESS MANAGER

ATTEST:

CITY OF PASSAIC

BY: *[Signature]*
City Clerk

BY: *[Signature]*
Mayor