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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 Free-holders 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

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. All employees not on their proper increment step (based on the total calendar years in which they have held their present title) shall be given an additional increment or adjustment as the case may be on his or her anniversary date.

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 -- 22 working days vacation during over 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.

3. SICK PAY & 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.
- 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 spouse, child, 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.

4. <u>INSURANCE</u>

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:

> day New Year's Eve New Year's Day Washington's Birthday Lincoln's Birthday Good Friday Memorial Day Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day & day after
½ Day Christmas Eve
Christmas Day

6. <u>LONGEVITY PAY</u>

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 9% 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.

10. OVERTIME

- 10.1 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.
- 10.2 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 work week (sick, vacation and holiday time are considered part of the work week) such employee shall be paid at the rate of time and one-half his base pay.
- 10.3 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 scheduled work day and further provided that he

shall have worked on the next day that such employee is regularly scheduled to work.

- 10.4 Any employee regularly scheduled to work on a holiday shall be compensated at the rate of one and one-half times his base pay.
- 10.5 If any employee working on a holiday as defined herein has been absent either before or after the holiday for a period of 2 days 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. TERMINATION

11.1 This Agreement shall terminate on December 31, 1972.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be signed by their proper officials and duly considered officials this 28 day of Manch 1972.

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

FOR THE EMPLOYER:

Chosen Freeholders

Donald E. Van Heemst,

ATTEST

of the Board

Elvia E. Taylor, President

Passaic Council #3

James Gagliano, Vice President Passaic Council #3

TMMMU GUGLU
Emmi Grabler, Trustee
Passaic Council #3

Gertrude Glasgow, Trustee

Passaic Council #3

Howard H. Kestin, President

Edward G O'Byrne, Director Passaic County Board of

Board of Trustees Passaic County Children's Shelter

Samuel Hughes, Director of Personnel Passaic County