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RUTGERS UNIVERSITY AGREEMENT

between

BOARD OF CHOSEN FREEHOLDERS OF PASSAIC COUNTY AND THE  
PASSAIC COUNTY MOSQUITO EXTERMINATION COMMISSION

and

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

for

PASSAIC COUNTY MOSQUITO COMMISSION EMPLOYEES

PREAMBLE

This Agreement entered into by the Board of Chosen Freeholders of Passaic County and the Passaic County Mosquito Extermination Commission, 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 in the Passaic County Mosquito Extermination Commission; 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. MANAGEMENT RIGHTS

1.1 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

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NOT CIRCULATE

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.

2. PAY SCALES

2.1 Effective January 1, 1974 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 correction of said appendix for subsequently discovered errors.

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

2.2.1 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.

2.2.2. 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.

3. VACATIONS

3.1 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

3.2 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.

#### 4. SICK PAY AND PERSONAL LEAVES OF ABSENCE

4.1 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.

4.2 Every employee covered by this Agreement shall be allowed a maximum of 3 days personal leave per year with pay providing 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.

4.3 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