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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

BETWEEN

*Passaic Cnty.*

THE CITY OF PATERSON

DEPARTMENT OF HEALTH

AND

PASSAIC COUNCIL NO. 3 - N.J.C.S.A.

JANUARY 1, 1976 THROUGH DECEMBER 31, 1977

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1976  
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ARTICLE I  
RECOGNITION

In accordance with the certification of the New Jersey Public Employment Relations Commission, the City recognizes Passaic Council No. 3, N.J.C.S.A. as the exclusive bargaining agent for the full time employees of the Department of Health who are clerical, professional, technical, ancillary, supervisory and sanitary inspectors. Excluded: All Public Health Nurses, Graduate Nurses, Licensed Practical Nurses, the Director of the Department of Health and confidential employees within the meaning of the Act.

ARTICLE II  
GRIEVANCE PROCEDURE

Section 1 Definition:

A. Grievance - The term grievance shall be defined as a dispute between the parties to this Agreement, involving all interpretations or application of any of the provisions of this Agreement and in accordance with the P.E.R.C. Law - Chapter 123.

B. Days - The term "days" when used in this Agreement shall, except where otherwise indicated, exclude Saturdays and Sundays.

Section 2 Procedure:

A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below, may be extended.

B. Failure at any step of this procedure to communicate to the aggrieved employee or Council No. 3 the decision on a grievance within the specified time limits, shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

Section 3 Grievance Steps:

In the event of a grievance, either party shall have the right to resolve the grievance in the following manner:

Step A - Immediate Supervisor

Any employee covered by this Agreement who feels herself/himself to have a grievance, shall, with her/his representative, take up the grievance with the employee's immediate supervisor within fifteen (15) days after its occurrence, or within fifteen (15) days of the date upon which the employee or his representative became aware of such occurrence. If the grievance is not taken up within the number of days allotted, the grievance shall be deemed waived. The immediate supervisor shall attempt to adjust the grievance on an oral or informal basis within three (3) days.

Step B - Director, Department of Health

If the grievance is not resolved at Step A, the written grievance and the written answer shall be forwarded to the Director of the Department of Health within three (3) days. The Director shall render a decision in writing within five (5) days from the receipt of the grievance.

Step C - Director, Department of Human Resources

If the grievance is not resolved at Step B, then within five (5) days following the determination of the Director of the Department of Health, the matter may be submitted to the Director of the Department of Human Resources.

The Director of Human Resources shall review the matter and render a decision in writing within ten (10) days from the receipt of the grievance.

Step D - Arbitration

1. If the grievance is not resolved at Step C, then within ten (10) days from the receipt of the decision of the Director of the Department of Human Resources the Association upon service of written notice to the other party may request arbitration. The right of arbitration shall be deemed waived and the grievance considered closed with no further appeal, if written notice is not given within ten (10) days of the decision of the Director of Human Resources.

2. In the event the employee elects to pursue Civil Service procedures, the employee may not elect to use arbitration.

3. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission of the State of New Jersey.

4. The Arbitrator's decision shall be advisory and the cost of the Arbitrator's fee shall be shared equally by the City and Passaic Council No. 3 - N.J.C.S.A.

ARTICLE III

HOURS OF WORK

Section 1 Work Day:

The normal work day shall be six and one-half (6½) hours exclusive of the lunch period.

Section 2 Work Week:

The normal work week shall consist of thirty-two and one-half (32½) hours from Monday to Friday inclusive.

Section 3 Scheduled Work Day:

The normal starting time shall be 8:30 a.m. and quitting time 4:00 p.m., but may be varied for seasonal operations or emergencies. The normal starting time and quitting time may be changed by the Director of the Department of Health after discussing said change with the Association representatives.

ARTICLE IV

PREMIUM PAY

Section 1 Overtime:

A. All work performed after the normal work week shall be compensated for at straight time in time off in a subsequent work week.

B. All work performed after forty (40) hours in a work week shall be compensated for at time one one-half ( $1\frac{1}{2}$ ) in time off in a subsequent work week.

C. All work performed on a paid holiday shall be compensated for at double time in time off in a subsequent work week.

Section 2 Call Back:

An employee called back for emergency duty outside of his regularly scheduled shift, shall receive compensatory time for a minimum of three (3) hours at time and one-half ( $1\frac{1}{2}$ ).

ARTICLE V

LONGEVITY

All eligible employees shall receive longevity in accordance with the following schedule, effective the next complete payroll period following their anniversary date:

<u>Years of Service</u>	<u>Percentage</u>
Upon completion of five years of service	2.
Upon completion of ten years of service	4.
Upon completion of fifteen years of service	6.
Upon completion of twenty years of service	8.
Upon completion of twenty-five years of service	10.

The longevity percentage shall be computed on the employee's actual yearly base salary.

## ARTICLE VI

### HOLIDAYS

#### Section 1 Recognized Holidays:

The following days will be recognized as paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's birthday	Veteran's Day
Good Friday	Election Day (Nov)
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

#### Section 2 Other Holidays

Martin Luther King day will be recognized as a paid holiday if it is declared a holiday by the Governor and the Legislature.

ARTICLE VII  
SICK LEAVE DAYS

All full time employees in the bargaining unit shall receive sick leave and sick leave days in accordance with the personnel policies currently in effect. This will include the number of days, the definition of sick leave, the accumulation of sick leave, the certificate required and any other policies currently in effect.

ARTICLE VIII  
VACATIONS

Section 1 Allowance:

All full time employees shall receive and be eligible for earned vacation leave in accordance with the personnel policies currently in effect. This includes permissible vacation periods, limitations with respect to prime vacation periods and other limitations contained in the personnel policies.

Section 2 Accumulation:

All full time employees accrue vacation days as follows:

1 - 5 years of service	12 working days
5 - 10 years of service	15 working days
10 - 15 years of service	20 working days
15 - 20 years of service	25 working days
over 20 years of service	30 working days

ARTICLE IX  
PAID LEAVES

Section 1 Personal-Bereavement Leave:

- A. All full time employees on the payroll on January 1, 1976 and each January 1st thereafter during the term of this contract shall be credited with five (5) days of leave which shall be used for personal leave.
- B. The leave shall be noncumulative.
- C. Employees hired subsequent to January 1, shall receive said leave on a pro-rated basis in accordance with present personnel policies.
- D. Employees requiring any additional leave shall have same deducted from their accrued vacation leave or take leave without pay.
- E. Personal - bereavement leave shall be granted in accordance with present personnel policies. Except in emergencies, employees shall request such leave at least twenty-four (24) hours in advance.
- F. Personal leave shall not be used to extend holidays or vacations except in emergencies with the approval of the Director of the Department of Health.

Section 2 Maternity Leave:

All full time employees shall receive and be eligible to said leave in accordance with the present personnel policies.

Section 3 Retirement Leave:

All full time employees shall receive and be eligible to said leave in accordance with the present personnel policies.



ARTICLE X

UNPAID LEAVE

All full time employees may be granted unpaid leave of absence of up to six (6) months in accordance with New Jersey Civil Service Regulations with the approval of the Director of the Department of Health.

ARTICLE XI

HOSPITAL-MEDICAL-DENTAL INSURANCE

Section 1 Hospital and Medical Insurance - The City will continue to furnish to all full time employees and their eligible dependents the same medical and hospitalization coverage now in effect. The City reserves the right to change insurance carriers so long as similar benefits are provided by the new carrier.

Section 2 Dental Insurance: Effective July 1, 1976, the City shall provide employee coverage only, at no cost to the Employee. The City shall determine the type of dental coverage to be provided.

The Employees shall have the option through payroll deduction to obtain family coverage in accordance with the rules and regulations of the insurance carrier.

ARTICLE XII

TRAVEL ALLOWANCES

Section 1 Monthly Allowance: All employees authorized to use their own automobiles on a monthly basis, shall receive the sum of \$60.00 per month as a travel allowance, less the deduction listed in this Section. The sum of \$3.00 per day shall be deducted from the employees monthly travel allowance for each day taken for the following:

- a. Sick Leave
- b. Annual Leave - vacation leave.
- c. Personal Leave
- d. Leave without Pay

The maximum deduction in any month shall be \$60.00 and the employer shall not carry over any excess that may be due from one month to another month.

Section 2 Mileage Allowance: Employees who are authorized to use their own automobiles on a mileage basis shall receive 15¢ per mile in accordance with present mileage policies.

#### ARTICLE XIII

##### UNIFORM ALLOWANCE

All full time employees who received a uniform allowance of \$100.00 prior to January 1, 1976 shall continue to receive this yearly allowance in accordance with the policies of the department.

#### ARTICLE XIV

##### WORKMEN'S COMPENSATION

A. The employer shall provide Workmen's Compensation for all employees covered by this Agreement in accordance with the laws of the State of New Jersey.

B. Employees who are unable to perform their duties because of injuries received in the service of the Employer and who receives Workmen's Compensation benefits, shall receive a sum from their Employer equal to the difference between their net wages and their compensation benefits for a period not to exceed six (6) months. The period during which an employee is receiving Workmen's Compensation benefits shall not be deducted from accrued sick leave or accrued vacation leave.

ARTICLE XV

WAGES

Section 1 Wage Increases

A. Every full time employee on the payroll on the execution of this Agreement shall receive retroactive to his date of hire or January 10, 1976, whichever comes later, an increase of 3% to his base rate as it was on the above applicable date.

B. Every full time employee on the payroll as of July 10, 1976 shall received an increase of 2% to his base rate as it was on January 9, 1976.

C. Every full time employee on the payroll as of October 2, 1976 shall receive an increase of 3% to his base rate as it was on January 9, 1976.

D. The percentage adjustments indicated in paragraphs A, B, and C. above, shall, exclusive of longevity, be the only increases of any kind granted for the year 1976.

Section 2 Minimums and Maximums

A. The minimums in all job classifications covered by this contract shall not be increased during the term of this contract.

B. The maximum in all job classifications covered by this contract shall be increased by the percent increases stated in Section 1 of this Article.

ARTICLE XVI

DUES DEDUCTION

The Employer agrees to deduct from the salaries of its employees in twenty-six (26) equal deductions, N.J.C.S.A. dues for the said employees who individually and voluntarily authorize the deductions. The Employer agrees to deduct dues in accordance with N.J.S.A. 52:14-15, 9e.



ARTICLE XVII

SAVINGS CLAUSE

If any provision or application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in force and effect.

ARTICLE XVIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1976 except where otherwise provided, and shall remain in full force and effect until December 31, 1977. It shall be automatically reviewed from year to year thereafter unless either party shall notify the other in writing prior to October of the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin in accordance with the rules and regulations of P.E.R.C. This Agreement shall remain in full force and effect during the period of negotiation.

B. For the second year of this Agreement, the parties further agree that the Associations shall have the right to commence negotiations on salaries only.

ARTICLE XIX

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22nd----- day of March, 1976.

FOR THE PASSAIC COUNCIL

FOR THE CITY OF PATERSON

NO. 3 - N.J.C.S.A.

DEPARTMENT OF HEALTH

Abou Saye Pres.

James W. [Signature]

Cornelius D. Brightman

[Signature]

Marion V. Kennedy

Robert A. [Signature]

Mary [Signature]

William Hewitt

Louise R. [Signature]

Milton Kalish

Vincent P. Stagnile