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RUTGERS UNIVERSITY
AGREEMENT

Agreement made June 1, 1976, between County of Passaic, hereinafter referred to as "Employer," and Passaic Council #3, New Jersey Civil Service Association, Inc., hereinafter referred to as "Council" for and on behalf of employees of Mosquito Extermination Commission and Road and Public Buildings Divisions of the Public Works Department, and the employees now or hereafter employed by Employer in the Mosquito Extermination Commission and the Road and Public Buildings Divisions of the Public Works Department.

PREAMBLE

This Agreement has for 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 satisfactory to both parties, and to avoid interruption or interference with the efficient operation of the Employer, which operation is essential to the well being of the citizens of Passaic County.

1.0

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 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, (g) take disciplinary action when an employee fails to comply with reasonable management requests.

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2.0

WORKWEEK

2.1 Mosquito Extermination, Road and Public Buildings employees, as a condition of employment, must be available to work any and all shifts as needed to maintain the efficient operation of the Mosquito Extermination Commission and Road and Public Buildings Divisions of the Public Works Department.

3.0

HOURS OF WORK

3.1 The normal hours of work under this Agreement are as follows:

3.1.1 MOSQUITO COMMISSION

7:15 A.M. to 3:45 P.M.

with one-half ($\frac{1}{2}$) hour lunch break.

3.1.2 ROAD AND PUBLIC BUILDINGS

7:00 A.M. to 4:00 P.M.

4:00 P.M. to 11:00 P.M.

11:00 P.M. to 7:00 A.M.

3.1.3 Standard work hours may be changed only after advising the Council Representative.

3.1.4 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 at the rate of one and one-half the employee's hourly rate.

3.1.5 If an employee is more than thirty (30) minutes late in reporting, the Director or 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.

3.1.6 If an employee is required to work longer than his normal work day, he shall be paid at his regular hourly rate, except that all hours in excess of eight (8) in a work day or forty (40) during the particular work week shall be at a rate one and one-half times the regular hourly rate.

3.1.7 Time and one-half the employee's regular rate of pay shall be paid in 15-minute segments after such employee shall have worked ten (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.

3.1.8 If an employee is scheduled to work on a day normally scheduled as 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.

3.1.9 Employees within the same title shall first be given the opportunity to work overtime on a rotational basis in accordance with seniority. Any employee unavailable for overtime work in his classification twice in succession shall be removed from the rotation cycle.

3.1.10 In lieu of time and one-half for overtime, Maintenance Department employees shall receive compensatory time off for all hours worked beyond the regularly scheduled work day/week.

3.1.11 Each employee called in to work other than for his normal work shift shall be entitled compensation for fifteen (15) minutes before and fifteen (15) minutes after completion of the call-in overtime hours worked. Every effort will be made to call in employees within the needed classification for overtime.

4.0 COMPENSATION

4.1 CALENDAR YEAR 1975

Retroactive to January 1, 1975 the salary for all employees covered by this Agreement shall be paid in accordance with the 1974 Salary Guide.

4.1.1 All covered employees shall be paid the sum of One Hundred and Twenty-five (\$125.00) Dollars, a one-time stipend as catch-up for year 1975, provided the employee was on the active payroll for the full calendar year.

4.2 CALENDAR YEAR 1976

Effective January 1, 1976, the existing salaries of all entitled employees shall be upgraded by six (6%) percent cost-of-living with increments where due. (See Schedule "B")

4.2.1 Effective January 1, 1976 the present pay scales for all employees covered by this Agreement shall be adjusted by a six (6%) percent cost-of-living, as set forth in Schedule "B" annexed hereto and made a part hereof subject to corrections of said Appendix for subsequently discovered errors.

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

4.2.3 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.

4.2.4 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.

4.3 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

4.4 Employees working on shifts whose working hours fall between 4:00 P.M. and 11:00 P.M. or 11:00 P.M. and 7:00 A.M. shall receive, in addition to their regular pay, an additional 10% of their regular hourly rate computed from the pay scale set forth in Schedule "B" (modified by longevity pay set forth in 4.3 above).

5.0 PAY FOR TIME NOT WORKED

5.1 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

5.1.1 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.

5.1.2 Employees entitled to vacation shall make their vacation time off request to the Director of Public Works and/or Superintendent of the Mosquito Extermination Commission not later than April 15th of the current vacation year.

5.2 Every employee covered by this Agreement shall be entitled to payment for absence due to illness at the rate of fifteen (15) days per year which shall accumulate at the rate of 1.25 days per month.

5.2.1 Unused sick days shall be cumulative from year to year.

5.2.2 After an employee has used ten (10) or more sick days in any one calendar year, the Employer shall have the right to demand that the employee furnish a note from his doctor that employee was in fact ill.

5.2.3 After an employee has used three (3) continuous sick days the Employer shall have the right to demand that the employee furnish a note from his doctor that employee was in fact ill.

5.3 Every employee covered by this Agreement shall be allowed a maximum of three (3) days personal leave per year with pay provided that the Department Head be notified of such leave

at least three (3) days in advance thereof, except in emergency situations. Such personal leave shall not be cumulative from year to year.

5.4 Every employee covered by this Agreement shall be allowed one (1) day per year death leave for use in the event of death in the immediate family of the employee.

5.4.1 The immediate family, for the purpose of this section, is defined as the employee's children, 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.

5.4.2 Every employee shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

5.4.3 Death leave shall not be cumulative from year to year.

5.5 The following days are recognized paid holidays, except as modified herein:

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

5.5.1 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.

5.5.2 All employees having a five (5) and two (2) work-week, as defined herein, shall be entitled to the holidays off with pay.

5.5.3 If the employee scheduled to work on a holiday calls in sick, the employee shall be charged a sick day and, upon return to work, shall be required to provide a doctor's certificate satisfactory to the Director of Public Works and/or Superintendent of Mosquito Extermination Commission indicating reason for such absence.

5.5.4 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 Director of Public Works and/or Superintendent of Mosquito Extermination Commission 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.

6.0 NON-CASH BENEFITS

6.1 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.

6.2 The Employer shall provide uniforms and that shall be standard dress for all employees while engaged in County business. Such uniform shall consist of shirts and trousers. Hard hats shall be provided all employees of the Road Department and Mosquito Commission.

6.3 Mosquito Commission employees shall not be required to work out of doors when the outside temperature drops below 15°F. Employees may be assigned inside duty whenever this occurs and until such time as the outdoor temperature reaches 15°F.

6.4 During the months of December, January and February, the Employer under normal circumstances will endeavor to maintain Road Division garage inside temperature at or above 58 + 2°F. If the Employer is unable to maintain this minimum temperature, and such condition persists for a period of four (4) or more hours on a given work shift, the Employer may re-assign the affected employees to other locations until the condition has been corrected.

6.5 All employees shall be provided foul weather gear as deemed necessary, and shall be provided protected transportation to and from their assigned job site in inclement weather.

7.0

MISCELLANEOUS BENEFITS

7.1 All employees shall, upon retirement, upon request, receive payment for accumulated sick time in accordance with rules promulgated by the Board of Freeholders. These benefits are 50% of the accumulated sick time, subject to a maximum of \$12,000.

7.2 The Employer agrees to deduct the Council's monthly membership dues from the pay of those employees who have authorized such deductions in writing, pursuant to N.J.S.A. 52:14-15.9E. The amounts so deducted shall be remitted to the union, together with a list of all the names of the employees for whom the deductions are made, by the 10th day of the succeeding month after which such deductions are made.

8.0

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:

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

8.3 If the grievance has not been settled, it shall be presented in writing by a Council Representative to the Director of Public Works and/or the Superintendent of Mosquito Extermination Commission, as applicable, within five (5) days after the Supervisor's response is received or due. The Director and/or the Superintendent shall then respond to the Council Representative in writing within five (5) working days.

8.4 If the grievance still remains unsettled, it shall be presented in writing by the Council Representative to the Director of Personnel within five (5) days after the response of the Director and/or Superintendent is received or due. The Director of Personnel shall respond in writing to the Council Representative within ten (10) working days.

8.5 If the grievance is still unresolved within ten (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.

9.0 MISCELLANEOUS PROVISIONS

9.1 Pursuant to N.J.S.A. neither the Union nor the employees or Employer shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, lock-out or any other intentional interruption of work.

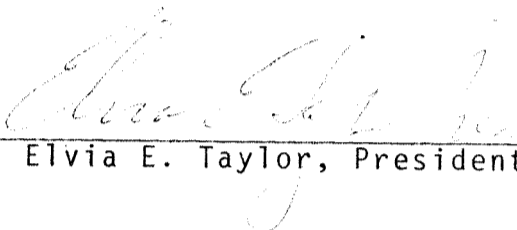
9.2 In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the mediator shall be whether the employee was engaged in the prohibited activity.

10.0 PERIOD OF AGREEMENT

10.1 This Agreement shall become effective retroactive to January 1, 1975 and shall remain in full force and effect until December 31, 1976 or until a successor Agreement is negotiated and executed, whichever shall last occur.

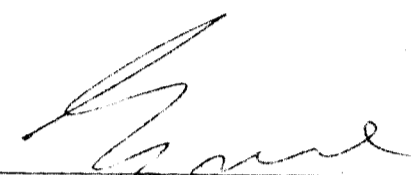
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly considered officials this 1st day of June, 1976.

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

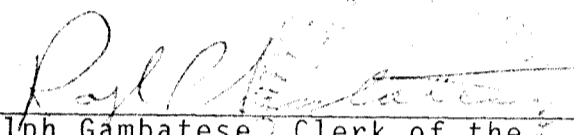


Elvia E. Taylor, President

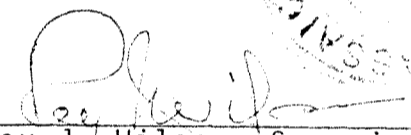
FOR THE EMPLOYER:



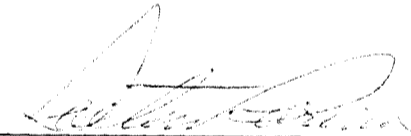
Edward G. O'Byrne, Director
Passaic County Board of Freeholders



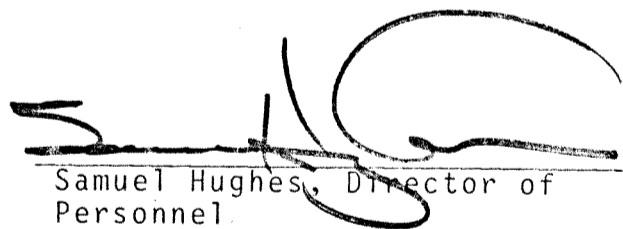
Ralph Gambatese, Clerk of the
Board of Freeholders



Roy J. Wilson, Superintendent
Mosquito Extermination Commission



Gaetano Farina, Director
Public Works



Samuel Hughes, Director of
Personnel