

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
BETWEEN

THE CITY OF PATERSON
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

AND

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

JANUARY 1, 1975 THROUGH DECEMBER 31, 1976

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Labor Relations

APR 8 1976

RUTGERS UNIVERSITY

Passaic County

ARTICLE I
RECOGNITION

In accordance with the certification of the New Jersey Public Employment Relations Commission dated January 21, 1975, 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 Engineering exclusive of supervisors and managerial executives 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 himself/herself to have a grievance, shall, with his/her 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 Public Works

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 Public Works within three (3) days. The Director or his designated representative shall render a decision in writing within five (5) days from the receipt of the grievance.

Step C - City Business Administrator

If the grievance is not resolved at Step B, then within five (5) days following the determination of the Director or his designated representative, the matter may be submitted to the City Business Administrator.

The City Business Administrator or his designated representative 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 City Business Administrator, 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 from the City Business Administrator.

2. In the event the employee elects to pursue Civil Service Procedures, he 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 consist of 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 8:45 a.m. and quitting time 4:15 p.m. but may be varied for seasonal operations or in emergencies.

ARTICLE IV

PREMIUM PAY

Section 1 Overtime:

a. All work performed after the normal work day and after the normal work week shall be compensated for at straight time in money or time off at the option of the employee.

b. All work performed after forty (40) hours in any week shall be compensated for at time and one half the employee's regular rate of pay.

c. All work performed on Saturday shall be compensated for at time and one half the employee's regular rate of pay.

d. All work performed on Sunday shall be compensated for at double time the employee's regular rate of pay.

e. All work performed on a legal holiday shall be compensated for at straight time in addition to the employee's regular pay for the day.

ARTICLE V

LONGEVITY

All eligible employees shall receive a longevity increment 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 exclusive of overtime payments.

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:

The additional days or half days (policy days) given off to City employees, shall be recognized as paid holidays.

ARTICLE VII
SICK LEAVE DAYS

Section 1 Allowance:

- a. All full time employees shall be eligible to utilize accrued sick leave after thirty (30) days of service with the employer.
- b. All full time employees shall receive sick leave with pay when sickness or disability renders such employee unable to perform the duties of his employment, is quarantined by Health Authorities, or must make medical or dental visits which cannot be scheduled during non-working hours as a result of any illness or injury.
- c. An employee needing a sick leave of absence must report or have reported for him as soon as possible after his regular starting time, his absence by reason of sickness.

Section 2 Accumulation:

- a. Full time employees shall start to earn sick leave from their date of hire and shall accumulate sick leave as long as they are in the service of the Employer, at the rate of fifteen (15) days per year with no limit. Employees who have worked less than one (1) year prior to December 31 of any year, shall receive one (1) day of sick leave for each month during that year.
- b. All sick leave accruals will be on a calendar month basis, provided the employee works a minimum of twelve (12) working days during that calendar month or is on paid leave or compensatory time.
- c. Employees shall only use sick leave they have accrued unless the Division Head of the Division of Engineering gives his approval.

ARTICLE VIII

VACATIONS

Section 1 Allowance:

- a. All full time employees shall be eligible to utilize accrued vacation days after thirty (30) days of service with the employer.
- b. Work requirements, balanced with the considerate treatment of employees are the determining factors with respect to the granting of vacation leave. It is the policy of the Department to try to make it possible for employees to take a vacation each year.

Section 2 Accumulation:

- a. All full time employees accrue vacation days as follows:

Up to five years of service	-	one day per month
Five years to 10 years of service	-	15 days per year
Ten years to 15 years of service	-	20 days per year
Fifteen years to 20 years of service	-	25 days per year
Twenty years or more of service	-	30 days per year
- b. Unused vacation days may not be carried forward from one calendar year to the next unless approval is granted by the Division Head of the Division of Engineering.
- c. Employees may only use vacation days they have accrued unless the Division Head of the Division of Engineering gives his approval.

ARTICLE IX

PAID LEAVES

Section 1 Death in Family:

- a. Three calendar days off shall be granted to a full time employee in the event of death of the employee's father, mother, brother, sister, or spouse.

mother-in-law, father-in-law or member of the immediate household.

b. One calendar day off shall be granted to a full time employee in the event of death of the employee's niece, or close relative not named in paragraph (a) of this section.

Section 2 Personal Leave:

a. On January 1 of each year, each full time employee who is on the payroll shall be credited with three (3) days of personal leave. Employees hired prior to July shall be credited with two (2) days of personal leave. Employees hired subsequent to July but prior to October shall be credited with one (1) day of personal leave.

b. Employees shall request personal leave in advance and ~~for stated reasons.~~
Personal leave must be approved by the Division Head.

c. Personal leave days shall not be cumulative.

d. Personal leave days cannot be taken the day before or after any Holiday covered by this Agreement except in case of an emergency, approved by the Department Head.

e. Personal leave days cannot be taken the day before or the day after an employee's vacation except in case of an emergency, approved by the Division Head.

ARTICLE X

HOSPITALIZATION AND 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.

ARTICLE XI

WAGES

Section 1 Wage Adjustment:

a. Effective the first complete payroll period on or after April 1, 1975, each full time employee covered by this Agreement shall receive the salary indicated in Appendix A, attached hereto. Employees who were hired subsequent to April 1, 1975, will receive the indicated salary on their date of hire.

b. Effective the first complete payroll period on or after April 1, 1976, each full time employee covered by this Agreement will receive a 7.0% increase of his then present salary exclusive of longevity.

c. The salary increases indicated in paragraphs (a) and (b) above and contained in Appendix A attached hereto shall be the only increases of any kind granted in 1975 and 1976.

ARTICLE XII

TRAVEL ALLOWANCES

Effective June 1, 1975, all employees authorized to use their own automobiles shall receive the sum of \$30.00 per month as a total travel allowance.

ARTICLE XIII

SAVINGS CLAUSE

If any provision of this Agreement or any 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 XIV

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.

ARTICLE XV

TERMINATION

This Agreement shall be effective as of the first day of January 1975 except where otherwise provided, and shall remain in full force and effect until the 31st day of December 1976. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6th day of June, 1975.

FOR THE PASSAIC COUNCIL
NO. 3 N.J.C.S.A.

FOR THE CITY OF PATERSON
DIVISION OF ENGINEERING

Edward K. Aron
205722

William J. Casarett
James W. Water

APPENDIX A

SALARY SCHEDULE THROUGH 12/31/76

1975

Gladys Mendez	\$7,150.00
Theodore M. Rosenberg	12,490.00
Donald DiLorenzo	12,578.00
Conway Mangullo	17,900.00
Paul Pokorny	17,000.00
Fern Libow	6,450.00
Leonard Jacobs	7,350.00
George Evans	7,350.00
Ronald Williams	7,350.00
Edward Cannon	8,076.00

1976

Effective the next complete payroll period on or after April 1, 1976, all job classifications having employees will receive a 7.0% increase of the employees salary in effect on April 1, 1976.

Employees will not receive any increments during the life of this contract. ✓

SALARY RANGES AND TITLES

<u>CLASSIFICATION</u>	<u>MIN.</u>	<u>MAX.</u>	<u>INCREMENTS</u>
Clerk-Typist	\$ 5,850.00	\$ 7,650.00	\$ 300.00
Sr. Clerk Typist	6,350.00	8,150.00	300.00
Principal Clk. Typist	6,850.00	8,650.00	300.00
Engineering Aide	6,840.00	8,640.00	300.00
Engineering Clk.	7,440.00	9,540.00	350.00
Sr. Engineering Aide	7,940.00	10,040.00	350.00
Principal Eng. Aide	10,308.00	13,458.00	525.00
Assistant Engineer	11,000.00	14,150.00	525.00
Sr. Engineer	12,490.00	15,790.00	550.00
Principal Engineer	14,890.00	18,190.00	550.00
Project Coordinator	15,853.00	19,153.00	550.00
Assistant City Engineer	18,000.00	21,600.00	600.00
Engineering Draftsman	7,040.00	9,140.00	350.00
Sr. Eng. Draftsman	9,140.00	11,240.00	350.00
Principal Eng. Draftsman	10,900.00	14,050.00	525.00