

Passaic

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 1984 by and between the Passaic Township of TOWNSHIP OF PASSAIC, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter designated as the "Township"; and the PASSAIC TOWNSHIP PUBLIC WORKS ASSOCIATION, hereinafter designated as the "Association".

In consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

The Township recognizes the Association as the exclusive collective bargaining representative for the employees of the Public Works Department, but excluding all supervisors within the meaning of the Public Employment Relations Act.

ARTICLE 2 - HOURS OF WORK AND OVERTIME

Section 1. The standard work week shall begin on Sunday and end on Saturday, and during that time an employee shall be required to work forty (40) hours of work, consisting of five (5) eight (8) hour days. All excused absences, including sick leave, shall be credited as time worked.

Section 2. The Township will pay time and one-half for all overtime worked in excess of forty (40) hours per week and/or all work performed in excess of eight (8) hours in any one work day, subject however, to the limitation set forth in ARTICLE 3, Section 2.

Section 3. When an employee is called in for emergency requirements and has not been notified of the emergency call eight (8) hours in advance or before he last left work, he shall be compensated for two (2) hours minimum at time

X January 1, 1984 - December 31, 1986

and one-half of his regular rate, subject, however, to the limitation set forth in ARTICLE 3, Section 2.

Section 4. When an employee is required to work in excess of eight (8) hours in any one 12 hour period, the employee will be entitled to a meal allowance of Four and 00/100 Dollars (\$4.00) for every complete two (2) hour increment worked in excess of the initial eight (8) hour period. All meals shall be approved and scheduled by the superintendent or his designee prior to taking such meal.

Section 5. An employee shall be entitled to a fifteen (15) minute rest period during every eight (8) hour work day and to an additional fifteen (15) minute rest period during each succeeding four (4) hour period worked in excess of the regular eight (8) hour work day. The employee shall also be entitled to a fifteen (15) minute meal period for each meal as provided in Section 4 hereof, which shall be accumulated as taken as a one-half (1/2) hour meal period for each four (4) hours of overtime worked.

Section 6. There shall be no pyramiding of overtime or overtime computed on overtime.

Section 7. An employee called for stand-by service shall be compensated under this agreement for such stand-by service.

#### ARTICLE 3 - WAGES

Section 1. Effective January 1, 1984, each employee shall receive an increase of 6.0% over his base 1983 salary.

Effective January 1, 1985, each employee shall receive an increase of 6.0% over his base 1984 salary.

Effective January 1, 1986, each employee shall receive an increase of 6.0% over his base 1985 salary.

Section 2. If an employee is required to perform

work in a higher job classification for a period in excess of five (5) working days, said employee shall receive the wage rate for such higher classification beginning on the first working day and thereafter for any such continuing period. In the event that an employee is required to perform overtime work in a higher job classification after he has established a right to receive the wage for such higher classification, he shall be paid overtime in accordance with the wage for such higher classification except in a situation where the higher job classification does not permit the payment of overtime wages. In the event the higher job classification does not permit overtime wages but does entitle the employee to compensatory time off, the employee may elect to take compensatory time off or in the alternative receive overtime pay at his normal overtime wage rate.

#### ARTICLE 4 - HOLIDAYS

Section 1. There shall be twelve (12) paid holidays during the term of this agreement. The following days will be recognized as holidays under this agreement:

New Years Day	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Day following Thanksgiving Day
Veterans' Day	Christmas Day

In addition to the above listed holidays, each employee who has notified the Road Superintendent or Wastewater Supervisor in advance shall be entitled to have three (3) personal days off of his own selection, with pay during the term of this agreement.

Section 2. Whenever a legal holiday or other day off falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday,

the preceding Friday shall be observed as the holiday.

Section 3. In the event a holiday named in the agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation. In no event shall a holiday named in Section 1 of this Article be counted as a vacation day.

ARTICLE 5 - VACATIONS

Section 1. The following vacation schedule shall apply for all non-probationary employees:

(a) Less than one year service: An employee with less than one (1) year continuous service and not less than seven (7) months service prior to July 1st is entitled to a vacation of five (5) working days.

(b) More than one year service: An employee with one (1) or more years of service is entitled to vacation in accordance with the following schedule. The amount of vacation depends on the amount of continuous service which the employee will attain before the calendar year ends.

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
1 to 5	10
6 to 12	15
13 to 20	20

(c) For each employee subject to this agreement who has served in the employment of the Township over twenty (20) years, an additional day of vacation time for each year over twenty (20) up to a maximum of five (5) additional days shall be granted.

Section 2. The employee's paycheck for his earned vacation shall be given to the employee prior to the start of his vacation, provided that a request for said check is made within a reasonable time period of his vacation date.

Section 3. Senior employees shall be given due con-

sideration in the selection of vacation periods, where consistent with work schedules.

Section 4. Any employee whose employment has been terminated for any reason except discharge for cause shall receive a pro-rated vacation.

Section 5. Vacation time may not be accumulated for more than one (1) year except by mutual agreement of the parties hereto.

#### ARTICLE 6 - SICK LEAVE

Section 1. Employees shall receive ten (10) days paid sick leave per year after one (1) year of service. Employees with less than one (1) year of service shall receive one (1) day of sick leave per month from the day of regular employment up to and including December 31st of the then current year but in any event not to exceed ten (10) days.

Section 2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may be utilized by employees in one hour units. Sick leave may also be used for short periods for the tending by an employee to a member of the employee's immediate family who is seriously ill.

Section 3. "Immediate family" shall mean mother, father, spouse, child, or foster child of the employee.

Section 4. There is no limit to the amount of sick leave an employee can accumulate.

Section 5. Upon retirement, an employee has the option to either apply his accumulated sick leave up to a maximum of one hundred twenty (120) days towards early retirement or be paid in one lump sum at his regular salary rate. "Retirement" shall be defined as separation from employment with the Township by an employee who has vested rights in the

Public Employees' Retirement System pursuant to N.J.S.A.  
43:15A-38 as revised and amended.

Section 6. Employees who terminate their employment with the Township prior to the time they obtain vested rights in the Public Employees' Retirement System shall not be compensated for any accumulated sick leave.

ARTICLE 7 - BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family, which shall include a parent, grandparent, spouse, child, adopted child, stepchild, mother-in-law, father-in-law, brother or sister, he shall be permitted to take personal time off without loss of pay for all his regularly scheduled hours of work occurring between the day of death and the day after the funeral (both days inclusive) up to a maximum of 4 days.

ARTICLE 8 - JURY DUTY

Section 1. Any employee who is absent from work because of jury duty shall be paid the difference between his regular straight-time rate of pay and the fee paid for jury service upon presentation of proper evidence of jury service and the amount of compensation received.

Section 2. Any employee who has been called to jury duty but has been excused therefrom shall immediately return to work.

ARTICLE 9 - HEALTH INSURANCE

The Township shall pay the entire cost of the present hospital and medical insurance program, more specifically, the New Jersey State Division of Pensions State Health Benefits Program.

ARTICLE 10 - UNIFORMS

Section 1. The Township shall provide safety prescription glasses to each employee covered by this agreement as may be necessary, including eye examination.

Section 2. The Township shall provide a full initial uniform, including one (1) pair of safety work shoes, upon completion of probationary period (six months); and Two Hundred Seventy-Five (\$275.00) per year thereafter for maintenance or replacement of required uniform, subject to the following provisions:

(a) If permanent employment status is attained in the first half of a calendar year, the employee shall be entitled to receive his full uniform allowance during the following calendar year; and

(b) If permanent employment status is attained in the second half of a calendar year, the employee shall be entitled to receive one-half (1/2) of the uniform allowance during the following calendar year.

Section 3. The Township will provide a uniform cleaning allowance of \$100.00 for each year for the term of this agreement. The uniform cleaning allowance will be paid May 1st.

#### ARTICLE 11 - SENIORITY

Section 1. Newly hired employees shall be considered probationary for a six (6) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever.

Section 2. Seniority shall be computed and commence as of the date of last hire, including any time spent as a probationary employee, pursuant to Section 1 hereof.

Section 3. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills and abilities to perform whatever work may be available.

Section 4. Employees on layoff shall be recalled in inverse order of layoff, provided the employee has the neces-

sary qualifications, skills and abilities for the work available. The Township shall have the right to determine whether an employee has the necessary qualifications. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall list refuses to accept such employment. An employee who is recalled shall receive the current rate of pay for that position at his former payroll level.

Section 5. The Association President shall, during his term of office, have top seniority for purposes of layoff and recall, provided he has the qualifications, skills and abilities to perform the work available. The Township shall have the right to determine such qualifications.

Section 6. Employees shall lose all seniority rights for the following reasons:

- (a) Voluntary resignation;
- (b) Discharge for just cause;
- (c) Failure to return to work within five (5) working days after being recalled from layoff and being notified by certified or registered mail, to his last known address, unless failure to return is due to actual illness or accident;
- (d) Five (5) days of unexcused absence.
- (e) Engaging in other employment during excused absence for sick leave.

Section 7. A copy of the "Seniority List" shall be furnished to the Association upon request by the Township Administrator/Clerk. The "Seniority List" shall set forth the names, job titles and dates-of-hire of all employees in the Association entitled to seniority.



ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. It is the intent of the parties to this agreement that the grievance procedure herein shall serve as a means of peaceable settlement of any and all disputes concerning the interpretation or application of any clause herein, except that the matters exclusively reserved to the Public Employer in ARTICLE 19 hereof shall not be subject to arbitration.

Section 2. Any aggrieved employee shall present his grievance within five (5) working days of its occurrence, or such grievance will be deemed to be waived by the Association and by the employee.

Section 3. In the event of such grievance, the steps hereinafter set forth shall be followed:

- Step 1. The employee and the Association President or the employee, individually, but in the presence of the Association President, shall take up the complaint with the Supervisor. In the event the complaint is not satisfactorily settled within five (5) working days, the employee and the Association President shall sign a written complaint and forward the grievance to the next step in the procedure.
- Step 2. The Association President will discuss the grievance with the Administrator/Clerk. In the event that the grievance is not satisfactorily adjusted within five (5) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.
- Step 3. The Association representative and the Township Committeeman in charge of Public Works shall meet to discuss the grievance. Should the parties fail to adjust the grievance the matter shall be referred to the Township Committee for its consideration. Under this Article, Section 3 (Step 3) the Township Committeeman in charge of Public Works and the Township Committee shall have a minimum time of seven (7) days and a maximum time of thirty (30) days to act on said grievance. In the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration in accordance with ARTICLE 13 of this agreement.

Section 4. All grievances that reach the Township Committee will be heard in public except for confidential personal matters and those matters which may result in grand jury

action or criminal proceedings.

Section 5. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Township's last answer. If the Township does not answer on appeal of a grievance within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

#### ARTICLE 13 - ARBITRATION

Section 1. If a grievance is not satisfactorily settled under ARTICLE 12, Section 3, Step 3, it may be submitted to arbitration by either party, provided notice in writing of the intent to do so is given to the other party within five (5) working days of the decision under ARTICLE 12, Section 3, Step 3. However, if existing Statutes of the State of New Jersey make different provisions for arbitration the provisions of the State Statutes shall prevail.

Section 2. After giving notice of intent to arbitrate as provided in Section 1 above, the moving party must request the Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

#### ARTICLE 14 - SAFETY

Employee complaints regarding safety shall be sub-

ject to the grievance procedure.

ARTICLE 15 - ASSOCIATION RIGHTS

Section 1. Rights of Visitation. The business agent or his representative or any officer of the Association shall have admission to the Township's premises at any time during working hours for the purpose of ascertaining whether this agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises but shall first apply to the Supervisor for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not in any way interfere with the operation of the department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Township.

Section 2. Personnel Files. All employees have access to their own personnel files during reasonable working hours. A copy of each document related to work performance placed in the personnel file shall be given to the employee upon request. The employee shall have the right to respond in writing to any document of an evaluatory nature in the file. Such response shall become a permanent part of the personnel file.

Section 3. Printing of Agreement. The Public Employer will provide the Association with one copy of this Agreement.

ARTICLE 16 - DUES DEDUCTIONS

Section 1. Deductions. Upon request, the Administrator/Clerk of the Public Employer agrees to have deducted from the salaries of those employees who authorize it, membership dues in the Association. Authorization will comply with

the provisions of N.J.S.A. 52:15-14.9(e). Deductions shall be made at the rate of \$8.00 per month and the monies collected, together with records of any corrections, shall be transmitted to the Treasurer of the Association.

Section 2. Changes. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the employees shall furnish to the Township Administrator/Clerk written notice prior to the effective date of such change, and shall furnish to the said Administrator/Clerk new authorizations from the employees showing the authorized deduction for each employee.

Section 3. Indemnification. The Association shall indemnify, defend, and save the Administrator/Clerk of the Township and the Township harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of actions taken by the Township in reliance upon salary reduction authorization notices submitted by the Association.

Section 4. The above payroll deductions shall be the only deductions made by the Administrator/Clerk of the Township for the benefit of any labor organization representing or purporting to represent the recognized bargaining unit.

#### ARTICLE 17 - BULLETIN BOARDS

Bulletin boards will be made available to the Association for the purpose of posting Association notices relating to meetings, dues, entertainment, health and safety and general Association activities.

#### ARTICLE 18 - NOTIFICATION OF JOB VACANCIES

Job vacancies shall be posted on the bulletin board for a period of five (5) working days. Any employee may signify to the Public Employer in writing during that period an

interest in being considered for the opening.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

The Association agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise, with the Township's business and, further, that the Association will do everything in its power to prevent its members from participating in any such unauthorized activity. The Township agrees not to lock out or cause to be locked out any employee covered under the provisions of this agreement.

ARTICLE 20 - MANAGEMENT

Section 1. In order to effectively administer the affairs of the Association and to properly serve the public, the Public Employer hereby reserves and retains unto itself, as employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Except as expressly modified by this Agreement, the Public Employer's prerogatives include the following rights:

(a) To manage and administer the affairs and operations of the Public Works Department;

(b) To direct its working force and operations;

(c) To hire, promote and assign employees;

(d) To demote, suspend, discharge, or otherwise take disciplinary action against permanent employees for just cause and in accordance with law;

(e) To promulgate rules and regulations from time to time which may affect the orderly and efficient administration of the Public Works Department. It is understood that such rules and regulations affecting local working conditions will be instituted (insofar as possible) following the presentation

of a Letter of Intent from the Administrator/Clerk to one of the Association officers.

(f) None of the above shall be exercised in an arbitrary or capricious manner.

Section 2. None of the rules and regulations so formulated or changed shall be inconsistent with this Agreement.

#### ARTICLE 21 - RULES AND REGULATIONS

Section 1. The Township has the right to continue to establish reasonable rules and regulations governing the departmental operations and the conduct of the personnel.

Section 2. In the event of a violation of any rule or regulation or for any other misconduct, the following procedure shall be followed:

- Step 1. Verbal warning by supervisor; Association President notified and nature of violation filed in employee's record. The Supervisor shall advise the employee that the next violation shall result in a written warning.
- Step 2. For any subsequent violations, although different in nature, a written warning shall be forwarded to the employee and the violation shall be discussed with the Association President and the employee. The supervisor shall advise that any subsequent violation shall result in a three (3) day suspension without pay.
- Step 3. Any violation that progresses to Step 3 shall require that a conference be held with the Association President, the employee and an Association representative. At this conference, the employee shall be advised that he is suspended for three (3) days without pay and that a subsequent violation will result in a suspension and/or discharge if appropriate.

#### ARTICLE 22 - PLEDGE AGAINST DISCRIMINATION

Neither the Township nor the Association shall discriminate against any employee regardless of age, sex, color, marital status, race, creed, national origin, political or religious affiliation or Association activity.

ARTICLE 23 - DURATION OF AGREEMENT

This agreement shall become effective on January 1, 1984 and shall terminate on December 31, 1986.

ARTICLE 24 - CONCLUSIVENESS OF AGREEMENT

This Agreement constitutes the final understanding and resolution by the parties on all bargainable issues which were or could have been the subject matter of negotiations between the parties.

ARTICLE 25 - SEVERABILITY

Should any portion of this agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision; whereupon the parties agree immediately to negotiate a substitute for the invalid portion thereof. If any portion of the agreement is unlawful and affects the whole, the agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and the corporate seals to be hereto affixed on the day and year first above written.

Attest:

Peter H. Pelissier  
Peter H. Pelissier  
Administrator/Clerk

TOWNSHIP OF PASSAIC

By: Lynne Combs  
Lynne Combs, Mayor

PASSAIC TOWNSHIP PUBLIC WORKS  
ASSOCIATION

Attest:

P.A. Keegan

By: James McAllister

STATE OF NEW JERSEY            )  
  ):  SS.  
COUNTY OF MORRIS            )

BE IT REMEMBERED that on this            day of                   , 1984, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Warren Wunsch , who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Secretary of the PASSAIC TOWNSHIP PUBLIC WORKS ASSOCIATION Named in the within instrument; that James McMahon is the President of said Association; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said Association; and that deponent well knows the corporate seal of said Association; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said Association, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Warren Wunsch

Sworn to and subscribed  
before me the date aforesaid:

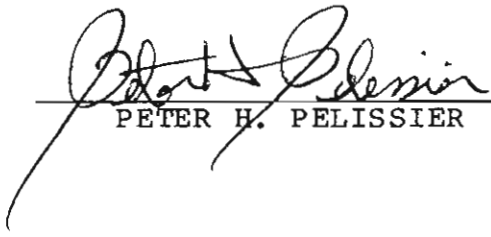
P. A. Keegan

PATRICIA E. KEEGAN  
Notary Public of New Jersey  
My Commission Expires July 9, 1988



STATE OF NEW JERSEY        )  
                                      :    SS.  
COUNTY OF MORRIS         )

BE IT REMEMBERED that on this        day of        , 1984, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Peter H. Pelissier, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Administrator/Clerk of the Township of Passaic, the corporation named in the within instrument; that Lynne Combs is the Mayor of said municipal corporation; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Township Committee of said municipal corporation; and that deponent well knows the corporate seal of said municipal corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

  
\_\_\_\_\_  
PETER H. PELISSIER

Sworn to and subscribed  
before me the date aforesaid:  
  
\_\_\_\_\_