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AGREEMENT

BETWEEN

Paterson City

THE CITY OF PATERSON

(DEPARTMENT OF PUBLIC WORKS)

AND

PASSAIC COUNCIL NO. 3

(SUPERVISORS CHAPTER - N.J.C.S.A.)

X JANUARY 1, 1984 through DECEMBER 31, 1985

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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, Supervisors Chapter, N.J.C.S.A. as the exclusive bargaining agent for the full time supervisory employees of the Department of Public Works. Excluded are all non-supervisory employees, and all managerial executives, professional and confidential employees, as defined in the Act.

ARTICLE II
GRIEVANCE PROCEDURE

Section 1 Definitions:

(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.

(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 his/her representative, take up the grievance with the employees' 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 - Deputy Director

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

Step C - Director - Department of Public Works

If the grievance is not resolved at Step B, then within five (5) days following the determination of the Deputy Director, the matter may be submitted to the Director of Public Works. The Director 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 Public Works, 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.

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

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	10
Upon completion of twenty-five years of service	12

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

ARTICLE IV

HOLIDAYS

Section 1 Recognized Holidays:

(A) 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 (November)
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Martin Luther King's Birthday	Christmas Day

ARTICLE V

SICK LEAVE

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 render such employees unable to perform the duties of their employment, are 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 Director of the Department gives his approval.

ARTICLE VI

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:

Less than five (5) years of service	one (1) day per month
Five (5) years to ten (10) years of service	fifteen (15) days per year
Ten (10) years plus one (1) day to fifteen (15) years of service	twenty (20) days per year
Fifteen (15) years plus one (1) day to twenty (20) years of service	twenty-five (25) days per year
Twenty (20) years plus one (1) day and beyond	thirty (30) days per year

(B) Unused vacation days may be carried from one year to the next with permission of the Director of the Department of Public Works.

(C) Employees may only use vacation days they have accrued unless the Director gives his approval.

ARTICLE VII

PAID LEAVES OF ABSENCE

Section 1 Funeral Leave:

In the event of a death of the employee's father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents, and members of the family living in the employee's household, the employee shall be entitled to four (4) calendar days of leave with pay from day of death. For out of state leave, two (2) additional calendar days may be granted with approval of the Director.

Section 2 Personal Leave:

An employee required by subpoena to attend a Court suit to which he is not a party, shall be entitled to personal leave not to exceed four (4) days per year. In other instances where an employee is required to take time off for situations considered to be of a personal nature, payment for such time off, not to exceed four (4) days per year, may be granted for stated reasons upon request to the Director of the Department of Public Works.

Said request shall not be unreasonably denied. Employees hired subsequent to January 1st of any year shall be entitled to receive a pro-rated number of personal
Section 3 Jury Duty: Leave days.

Employees required to report for jury duty shall be granted a leave of absence with pay and shall not be required to turn over to the Employer the monies they received as jurors.

Section 4 Worker's Compensation:

(A) The Employer shall provide Worker'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 receive Worker'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 Worker's Compensation benefits shall not be deducted from accrued sick leave or accrued vacation leave.

ARTICLE VIII

UNPAID LEAVE

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

ARTICLE IX
HEALTH BENEFITS

Section 1 Hospital-Medical:

The City will continue to furnish to all full-time employees and their eligible dependents, the same medical and hospital coverage now in effect.

Section 2 Dental:

The City will continue to furnish to all full-time employees, the same dental coverage now in effect.

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

Section 3 Drug-Prescription:

The City shall continue to provide a drug-prescription plan for employees and their eligible dependents, with the exclusion of oral contraceptives. Employees shall co-pay \$2.00.

Section 4 Insurance Carriers:

The City reserves the right to self-insure and/or change Carriers for any of the above, so long as similar benefits are provided.

Section 5 Retired Employees:

(A) The City shall be responsible for paying one-half (1/2)

of the monthly premium, or One Hundred (\$100.00) Dollars monthly, whichever amount is less, for providing to employees who retire after twenty-five (25) years of service, the hospital-medical benefits plan in effect on December 31, 1983.

(B) When the retiree, as noted above, reaches age sixty-five (65) or otherwise becomes eligible for medicare A & B coverage, the City shall be responsible for paying one-half (1/2) of the monthly premium or One Hundred (\$100.00) Dollars per month, whichever amount is less, plus the standard supplement.

(C) The surviving spouse and family of a retiree who dies, shall be entitled to remain enrolled in the City hospital-medical plan, the full premiums being paid by the surviving spouse. This coverage shall terminate upon the spouse's death, remarriage, or attaining age 65.

Section 6 New Hires:

Insurance coverage provided in Section 1, 2 and 3 of this Article shall first become effective for new hires, upon their 90th consecutive day of work.

ARTICLE X
DUES DEDUCTION

Section 1 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.

Section 2 Agency Shop:

(A) Effective upon the signing of this agreement, an agency fee provision shall be instituted in accordance with N.J.S.A. 34:13A-5.5, et seq.

(B) The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss which may arise as a result of such deductions.

ARTICLE XI

PREMIUM PAY

Section 1 Overtime:

(A) Employees shall be paid at the rate of time and one-half for hours worked after eight (8) each day and after forty (40) each week.

(B) Employees required to work on a legal holiday they normally would be off, shall be paid at the rate of time and one-half for the hours worked in addition to the holiday pay.

(C) Overtime shall be fairly distributed among the supervisors on a rotating basis.

Section 2 Call Back:

Employees called back for emergency duty, shall be compensated at time and one-half for the hours worked, but not less than a minimum of three (3) hours. Employees after the first call back shall be paid time and one-half for the hours actually worked. This Section concerns hours outside of their regular shift, as well as the provisions contained in Section 3 - Standby Time.

Section 3 Standby Time:

(A) An employee who is requested to be available for call and thereby placed on standby upon the Employer's request, shall receive two (2) hours at his straight time rate and shall, if called in, be paid time and one-half for all hours

worked, less the standby time of two (2) hours.

(B) The Employer shall where possible, rotate qualified employees on "standby" within the job classification.

ARTICLE XII

GENERAL PROVISIONS

Section 1 Rest Periods:

All employees shall be entitled to two (2) ten minute rest periods for each full day worked.

Section 2 Protective Clothing, Safety Equipment and Tools:

(A) The Employer shall provide all tools necessary to perform the tasks assigned.

(B) The Employer agrees to furnish the employer with rain gear, boots, gloves and hard hats.

Section 3 Evaluations:

Evaluations shall be made at least once every six (6) months by the Employer for the employees in the bargaining unit.

Section 4 Job Descriptions:

The Employee shall maintain job specifications which include duties required, for each classification in the unit.

Section 5 Job Posting:

(A) Notice of all job vacancies and new positions shall be posted on the bulletin board for ten (10) work days. Notice of all job vacancies and new positions shall be provided to the Union.

(B) Employees interested shall make a written request to the Director of the Department of Public Works setting forth their qualifications.

Section 6 Out-of-Title Assignment:

An Employee assigned temporarily to perform the duties of a position in a Grade which is higher than his Grade, for a period in excess of thirty (30) working days, shall be paid the salary of the higher grade starting after the 30th working day.

Section 7 Weekend Duty:

Employees shall be assigned weekend duty as heretofore on a rotating basis and shall receive two (2) additional vacation days for said duty.

Section 8 Seniority:

Seniority shall be in accordance with Civil Service Rules and Regulations.

Section 9 Injured or Incapacitated Employee:

Employees who become incapacitated and unable to perform their usual duties, may be assigned jobs they are able to perform. The decision to so assign rests solely within the discretion of the Director and his decision is not grievable.

Section 10 Involuntary Transfers:

The involuntary transfer of an employee may be discussed

with the Director of the Department of Public Works by the President of the Association or his designee prior to said transfer.

Section 11 Engineering Personnel:

Effective July 1, 1983, employees of the Division of Engineering authorized to use their own automobiles shall receive the sum of \$85.00 per month as an automobile allowance. The sum of \$4.25 per day shall be deducted from the monthly allowance for each day the employee is not at work; i.e., sick leave, vacation leave, personal days, funeral leave, leave without pay, etc.

ARTICLE XIII

ACCUMULATED SICK LEAVE PAYMENT

Section 1

Employees on the payroll as of the signing of this Agreement shall receive payment for unused sick leave as follows:

(A) Employees who retire after twenty (20) years of service shall receive compensation for unused accumulated sick leave at the rate of one-half (1/2) the employee's daily rate of pay, based upon the average base pay received during the last full year of his or her active employment prior to the effective date of said retirement.

(B) There shall be a maximum payout for unused accumulated sick leave of \$5,000.00 per employee.

(C) Employees may request a lump sum payment for their unused accumulated sick leave when they receive notice of retirement approval, payable as soon after the effective date of their retirement as possible.

(D) Employees shall notify the Employer no later than December 1st that he or she plans to retire. Failure to so notify the employer may cause a delay in the retirement payment due.

ARTICLE XIV

WAGES

(A) Effective the first complete payroll period of April, 1984, all employees on the payroll as of January 1, 1984 shall receive an increase of \$1,000 to their base salary. Employees who commence employment after January 1, 1984 shall receive a prorated amount of the increase.

(B) Effective the first complete payroll period of April, 1985, all employees on the payroll as of January 1, 1985, shall receive an increase of \$1,000 to their base salary. Employees who commence employment after January 1, 1985 shall receive a prorated amount of the increase.

ARTICLE XV

CLOTHING ALLOWANCE

Section 1 Allowance:

(A) Effective January 1, 1984, Department of Public Works field supervisors shall receive an annual clothing allowance of \$250.00.

(B) Effective January 1, 1984, all engineering personnel covered by this Agreement shall receive an annual clothing allowance of \$210.00.

(C) All clothing allowance shall be paid as follows: half in January and half in July of each year.