

Union

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A G R E E M E N T

Between

UNION COUNTY MOSQUITO EXTERMINATION COMMISSION

and

UNION COUNCIL NO. 8

NEW JERSEY CIVIL SERVICE ASSOCIATION

EFFECTIVE: JANUARY 1, 1976 THROUGH DECEMBER 31, 1977

Institute of Labor Relations
Labor Department

MAR 2 1978

RUTGERS UNIVERSITY

O'BRIEN, DAALEMAN & LIOTTA, ESQS.
27 Prince Street
Elizabeth, New Jersey 07208
(201) 354-7530

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AGREEMENT

This Agreement made this 30 day of April, 1976, between the UNION COUNTY MOSQUITO EXTERMINATION COMMISSION (hereinafter called "Employer") and UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter called "The Association").

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, hours of work and all other conditions of employment.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by The Association as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes Union Council No. 8, New Jersey Civil Service Association as the exclusive representative for all hourly employees employed by the Employer, but excluding confidential employees, senior mechanic repairmen, foremen, managerial executives, supervisors within the meaning of the Act, and all others.

ARTICLE II

MANAGEMENT FUNCTIONS AND RIGHTS

A. The Association recognizes that there are certain functions, responsibilities and management rights exclusively

reserved to the employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this agreement.

B. Whenever the term "Employer" shall be used throughout this agreement, it shall mean and include the Union County Mosquito Extermination Commission, or, in the event the functions of such Commission are transferred, allocated and/or assigned to, among and/or within a department of the County of Union, the Union County Manager, and/or his designee as specifically may be provided in N.J.S.A. 40:41A-45 et. seq. or the Administrative Code of the County of Union.

C. Except as modified, altered or amended by the within agreement the Employer shall not be limited in the exercise of its statutory management functions. The Employer hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred and vested in any of them by the laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America, including but without limitation the following rights, privileges and functions:

1. The executive management and administrative control of the functions of the Union County Mosquito Extermination

Commission and its properties and facilities and the activities of its employees related to their employment.

2. The right to hire all employees and subject to existing Civil Service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.

3. The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto. This right shall not be used as a form of discipline directed against any employee.

D. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection thereto shall be limited only by the extent such specific and expressed terms are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and Laws of the United States.

ARTICLE III

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1.

The Employer agrees to deduct from the salaries of employees, dues for the Association when authorized in writing to do so by each employee. Individual authorization forms shall

be furnished and filed by the Association with the appropriate business office of the Employer.

An authorization for deduction of Association membership dues, shall be terminated automatically when an employee is removed from the payroll of the County. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the County shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

Section 2.

The amount of monthly Association membership dues will be certified by the President of the Association in writing to the Employer, and the amount so certified will be uniform for all members of the Association.

Section 3.

The form permitting the deduction of dues shall provide notice to such employee that he may withdraw from the Association on January 1 and July 1 of each year provided, however, that said employee gives notice of withdrawal to the County of Union thirty (30) days in advance of his desire to withdraw.

ARTICLE IV
ASSOCIATION BUSINESS

Section 1.

The Association shall advise the Employer in writing of the name of its representatives, the place of employment from which they are designated and the term for which they are to serve in a representative capacity.

Section 2.

Before any representative may leave his area or place of employment he shall be required to obtain approval in advance from his Department Head or a Department Head's designated representative.

The Association shall neither solicit members, nor conduct any business on Employer's property during Employer assigned working schedules of either the representative of the Association or the employee involved, except for the following:

- (a) Collective negotiating.
- (b) Time spent conferring with management or employees on specific grievances as specified in the Grievance Procedure, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict the work assignments shall have priority.

Section 3.

When an authorized representative is excused from his assigned duties, he shall:

(a) Notify the supervisor of any Employer facility visited.

(b) Notify his Supervisor or designated representative upon return to the job.

(c) Record his time out and time in with his Supervisor upon leaving and returning to his job

ARTICLE V

WORK SCHEDULES

Section 1.

The Employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the daily work schedule and to vary from the daily or weekly work schedule, provided however, that any permanent changes in work schedules shall be mutually agreed to by the Employer and the Association.

ARTICLE VI

MOVEMENT OF PERSONNEL

Section 1.

The Employer desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the Employer and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force. }

SECTION 2.

The parties agree that all hirings, lay offs, separations, promotions, demotions and disciplinary actions shall be in accordance with THE REVISED CIVIL SERVICE RULES FOR THE STATE OF NEW JERSEY as applicable to County governments.

SECTION 3.

The parties agree that the Employer has the right to assign individuals to fill positions not in their payroll classification for emergency periods. The Employer will attempt to eliminate emergency situations promptly. In no event shall a payroll classification be filled during an emergency situation in excess of fifteen (15) days unless a temporary appointment to such vacated position is made.

SECTION 4.

Any employee performing work as a Temporary Foreman for more than ten (10) consecutive working days shall receive an additional ten (10) cents per hour, retroactive to the first day. No employee shall work as a Temporary Foreman for more than four (4) consecutive months.

ARTICLE VII

MAINTENANCE OF WORK OPERATIONS

SECTION 1. There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Association shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2.

The Association will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

ARTICLE VIII

INCREMENT SCHEDULE

The Employer herewith establishes an increment program which shall be administered as follows:

(a) Employees hired or who have been promoted and have less than one year of service in the position, shall receive a salary increment effective the date of the beginning pay period of the month in which the employee has completed one year of service in such title.

(b) Employees who have more than one year of service in their title and who possess an anniversary date of employment or promotion between January 1 and June 30, shall thereafter receive an annual salary increment in accordance with the attached schedule as of January 1 of such year.

(c) Employees who have more than one year of service in their title and who possess an anniversary date of employment in such title between July 1 and December 31, shall receive an annual salary increment as of July 1 of such year in accordance with the attached schedule.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1.

The purpose of this Article is to provide for the expeditious and mutually satisfactory settlement of grievances. A grievance is hereby defined to mean any dispute between the parties concerning the application or interpretation of this Agreement with respect to wages, hours of work, or other conditions of employment.

Section 2.

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or through The Association's designated representative for the purpose of resolving the matter informally. A grievance must be presented at Step 1 within five (5) working days of the occurrence giving rise to the grievance or it shall be deemed waived and shall not thereafter be considered a grievance, unless reasons satisfactory to the Employer are given in explanation of the failure to present the grievance within such time.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at

Step 1, or if no decision has been rendered within one (1) working day after presentation of that grievance at Step 1, he may discuss it with the Superintendent or his designated representative. A hearing on a grievance shall be held between the Superintendent or his designated representative, and the aggrieved party and The Association's designated representative. The Superintendent or his designated representative should render his decision within two (2) days.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, he may file it in writing with the Personnel Committee. A hearing on the grievance shall be held between the Committee members or their designated representatives and the aggrieved party and The Association's designated representative. The Committee members or their designated representatives will render a decision in writing within five (5) days of the hearing.

Step 4. If the aggrieved party is not satisfied with the disposition of his grievance at

Step 3, he may file it in writing with the Employer. A hearing on the grievance shall be held between the Commissioners or their designated representatives and the aggrieved party and The Association's designated representative. The Commission, or their designated representatives, will render a final decision in writing within five (5) days of the hearing.

Section 3.

In the event the functions, powers and duties of the Union County Mosquito Extermination Commission are transferred, allocated and/or assigned to a department within the government of the County of Union, the grievance procedure applied pursuant to any contract then in effect between Union Council No. 8, New Jersey Civil Service Association and the Union County Board of Freeholders, and/or the Union County Manager shall be substituted for the grievance procedure set forth in Sections 1 and 2 hereof.

ARTICLE X

LONGEVITY

During the life of this Agreement, all employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto; provided, however, that any person

commencing full time continuous employment subsequent to January 1, 1973, shall not participate in nor be entitled to the benefits of the present County longevity program.

Said longevity payments shall be calculated and paid in accordance with the practices as they existed prior to the effective date of this Agreement.

ARTICLE XI

VACATIONS

Section 1.

Employees covered hereunder shall be entitled to the following vacations, with pay:

- (1) Up to one year of service - 1 day for each month worked;
- (2) 1 year to 10 years - 12 working days;
- (3) 11 years to 20 years - 16 working days;
- (4) Over 20 years - 20 working days.

Section 2.

The Employer, through its designated representative, the Superintendent, shall have the exclusive right to determine when an employee's vacation shall be scheduled.

ARTICLE XII

HOLIDAYS

Section 1.

The Employer has designated the following days as holidays for the year 1976:

New Year's Day	-	Thursday, January 1, 1976
Lincoln's Birthday	-	Thursday, February 12, 1976
Washington's Birthday	-	Monday, February 16, 1976
Good Friday	-	Friday, April 16, 1976
Memorial Day	-	Monday, May 31, 1976
Independence Day	-	Monday, July 5, 1976
Labor Day	-	Monday, September 6, 1976
Columbus Day	-	Monday, October 11, 1976
General Election Day	-	Tuesday, November 2, 1976
Veterans Day	-	Thursday, November 11, 1976
Thanksgiving Day	-	Thursday, November 25, 1976
Day after Thanksgiving Day	-	Friday, November 26, 1976
Christmas Day	(To be determined) W.P.	Saturday, December 25, 1976.

The Employer has designated the following days as holidays for the year 1977:

New Year's Day	-	
Lincoln's Birthday	-	
Washington's Birthday Good Friday	-	
Memorial Day	-	
Independence Day	-	Monday, July 4, 1977
Labor Day	-	Monday 1977
Columbus Day	-	

General Election Day - Tuesday, November , 1977
Veterans Day - Friday, November 11, 1977
Thanksgiving Day - Thursday, November 1977
Day after Thanksgiving
Day - Friday, November 1977
Christmas Day - December 25, 1977

Section 2.

Employees who are required to work on a regularly scheduled holiday shall be paid for the holiday plus payment at straight time their regular rate of pay for all hours actually worked on the holiday.

ARTICLE XIII

PERSONAL LEAVE DAYS

Employees are entitled to three (3) days leave with pay for personal business during the calendar year. The granting of personal days off shall be for religious purposes and/or personal business. Where possible, requests for leave shall be asked for and obtained in advance of the requested date or dates from the employee's department head. Dates requested and reason for the leave shall be subject to the approval of the employee's department head. Leave days must be used in the one year period and shall not be cumulative year to year. Leave days requested at the beginning of or end of a vacation or weekend will not be granted except under extraordinary circumstances.

ARTICLE XIV

DEATH IN FAMILY

Wages up to three (3) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of mother, father, sister, brother, spouse, children, grandparents, mother-in-law, father-in-law, or other relative residing at employee's household.

ARTICLE XV

In the event Union Council No. 8, New Jersey Civil Service Association enters into a written agreement covering wages, hours of work and terms and conditions of employment with respect to Unit I of the Public Employment Relations Commission's Certification dated March 13, 1970 and the employees set forth in Unit No. 2 of the Public Employment Relations Commission's Certification dated July 2, 1970, with either the Board of Chosen Freeholders of the County of Union and/or the Union County Manager, this Agreement shall be reopened and subject to renegotiation solely with respect to the following items: longevity, vacations, sick leave, personal leave, death in family, jury duty, holidays, salaries, overtime, call in pay, and retention of existing benefits. Such reopening and renegotiation shall be for the purpose of conforming this Agreement and the benefits to be received hereunder to any such agreement and the benefits to be received thereunder.

ARTICLE XVI

In an attempt to provide wages which are at the same level as comparable positions maintained by the Union County Board of Freeholders, the parties agree upon the following wage schedule (such schedules to be increased by any amounts received as a result of the negotiations which may take place pursuant to the immediately preceding Article):

Laborers:

January 1, 1976 - \$7,650 - \$9,700

Min. - \$7,650
1st Step - \$8,066
2nd Step - \$8,482
3rd Step - \$8,898
4th Step - \$9,314
5th Step - \$9,700

January 1, 1977 - \$7,850 - \$9,700

Min. - \$7,850
1st Step - \$8,266
2nd Step - \$8,682
3rd Step - \$9,098
4th Step - \$9,500
5th Step - \$9,700

Equipment Operators:

January 1, 1976 - \$8,270 - \$10,750

Min. - \$8,270

1st Step - \$8,766

2nd Step - \$9,262

3rd Step - \$9,758

4th Step - \$10,254

5th Step - \$10,750

January 1, 1977 - \$8,520 - \$11,000

Min. - \$8,520

1st Step - \$ 9,010

2nd Step - \$ 9,512

3rd Step - \$10,008

4th Step - \$10,504

5th Step - \$11,000

Heavy Equipment Operator:

January 1, 1976 - \$9,380 - \$11,600

Min. - \$9,380

1st Step - \$ 9,824

2nd Step - \$10,268

3rd Step - \$10,712

4th Step - \$11,156

5th Step - \$11,600

Heavy Equipment Operator (Continued)

January 1, 1977 - \$9,380 - \$11,600

Min. - \$9,380

1st Step - \$10,824

2nd Step - \$10,268

3rd Step - \$10,712

4th Step - \$11,156

5th Step - \$11,600

ARTICLE XVII

DISCRIMINATION OR COERCION

Section 1.

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the Association because of any membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership.

ARTICLE XVIII

Section 1.

The Employer and the Association hereby agree to continue their practice of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status, or liability for service in the armed forces of the United States in compliance with all applicable Federal and State Statutes, rules and regulations.

ARTICLE XIX

Section 1.

In the event the functions of Employer are transferred, allocated and/or assigned to, among and/or within a Department of the County of Union, the date of commencement of employment of each employee ^{WITH W.P.} of Employer shall be considered the date of commencement of employment with the County of Union for all purposes.

ARTICLE XX

Section 1.

In the event that any Federal or State legislation, governmental regulation or court decision cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated, shall remain in full force and effect.

ARTICLE XXI

DURATION

This Agreement shall be in effect from January 1, 1976 through December 31, 1977.

1976
APR 30

IN WITNESS WHEREOF, the parties have caused the same
to be executed by its respective officers or agents on this
30 day of April, 1976.

UNION COUNTY MOSQUITO EXTERMINATION
COMMISSION

Witnesses:

[Signature]

Russell H. Lillat

UNION COUNCIL NO. 8, NEW JERSEY
CIVIL SERVICE ASSOCIATION

Olga Sachinski
Secretary

Samuel Progg
President