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STORAGE

Passaic

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THIS BOOK IS NOT CIRCULATING

AGREEMENT

Between

BOARD OF CHOSEN FREEHOLDERS OF PASSAIC COUNTY

and

PASSAIC COUNCIL #3
NEW JERSEY CIVIL SERVICE ASSOCIATION, INC.

FOR

PASSAIC COUNTY ROAD AND PUBLIC BUILDING EMPLOYEES

PREAMBLE

This Agreement entered into by the Board of Chosen Freeholders of Passaic County, hereinafter referred to as the "Employer" and Passaic Council #3, New Jersey Civil Service Association, Inc. hereinafter referred to as the "Council" has as its purpose the promotion of harmonious relations between the Employer and its employees in the Passaic County Road Department and Passaic County Public Buildings Department; 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, and to avoid interruption or interference with the efficient operation of the public employer.

1. 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

January 1, 1973 - December 31, 1974

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.

2. PAY SCALES

2.1 Effective January 1, 1973 the pay scales for all employees covered by this Agreement shall be as set forth in Appendix A annexed hereto and made a part hereof subject to correction of said appendix for subsequently discovered errors.

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

2.2.1 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.

2.2.2 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.

3. VACATIONS

3.1 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

3.2 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.

4. SICK PAY AND PERSONAL LEAVES OF ABSENCE

4.1 Every employee covered by this Agreement shall be entitled to payment for absence due to illness for a maximum of 15 days per year. Unused sick days shall be cumulative from year to year.

4.2 Every employee covered by this Agreement shall be allowed a maximum of 3 days personal leave per year with pay providing that the Department Head be notified of such leave at least 3 days in advance thereof except in emergency situations. Such personal leave shall not be cumulative from year to year.

4.3 Every employee covered by this Agreement shall be allowed 1 day per year death leave for use in the event of death in the immediate family of the employee. The immediate family for the purpose of this section is defined as the spouse, child, the employee's 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. Death leave shall not be cumulative from year to year.

4.4 Except as defined in Paragraph 4.3, each employee shall be allowed one additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

5. INSURANCE

5.1 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. SAFETY GLASSES

6.1 The Employer will provide safety glasses to all employees performing work of a nature that presents a hazard to the eyes, including welding.

7. HOLIDAYS

7.1 The following days are recognized paid holidays whether or not worked:

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 & day after
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day

7.2 Martin Luther King's birthday shall be granted to all employees as a holiday provided it is so designated by the State of New Jersey as a legal holiday.

8. LONGEVITY

8.1 Longevity pay shall be determined by length of employment as follows:

2% of base pay after 7 years
4% of base pay after 10 years
6% of base pay after 15 years
8% of base pay after 20 years
10% of base pay after 25 years

9. GRIEVANCE PROCEDURES

9.1 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:

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

2. If the grievance has not been settled it shall be presented in writing by a Council Representative to the Department Supervisor within 5 days after the Foreman's response is received or due. The Department Supervisor shall then respond to the Council Representative in writing within 5 working days.

3. If the grievance still remains unsettled it shall be presented in writing by the Council Representative to the Director of Personnel within 5 days after the response of the Supervisor is received or due. The Director of Personnel shall respond in writing to the Council Representative within 5 working days after the grievance has been received.

4. If the grievance is still unresolved within ten (10) days after written reply is received from the Director of Personnel either party may request mediation of the grievance by the

New Jersey State Board of Mediation.

10. OVERTIME

10.1 Time and one-half of the employee's regular rate of pay shall be paid for any work performed by an employee 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.

10.2 Employees within the same title shall 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.

10.3 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.

11. CALL-IN OVERTIME

11.1 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.

12. UNIFORMS

12.1 It is agreed that the Employer shall provide uniforms and that same shall be standard dress for all employees while engaged in County business. Such uniform shall consist of shirts and trousers.

12.1.2 Hard hats shall be provided for employees engaged in the Road Department.

13. FOUL WEATHER

13.1 All employees shall be provided foul weather gear as deemed necessary.

13.1.1 All employees shall be provided protected transportation to and from their assigned job site in inclement weather.

14. WORKING TEMPERATURE

14.1 During the months of December, January and February, the Employer under normal circumstances will endeavor to maintain garage inside temperature at or above $58 \pm 2^{\circ}$ F.

It is further understood that, if under normal circumstances, the Employer is unable to maintain the stated minimum temperature, and such condition persists for a period of four (4) or more hours in a given work shift, the Employer may re-assign the affected employees to other locations until the condition has been corrected.

15. TERMINATION

15.1 This Agreement shall become effective retroactive to January 1, 1973 and shall remain in full force and effect until December 31, 1974 or until a successor Agreement is negotiated and executed, whichever shall last occur.

15.2 The Association reserves the right to re-open this Agreement for purposes of securing further economic adjustment for the second year of this Agreement. It is understood that wages

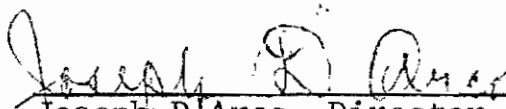
shall be considered the economic item negotiable under this re-opening clause. All other items in this Agreement shall not be subject to renegotiation by the Council.

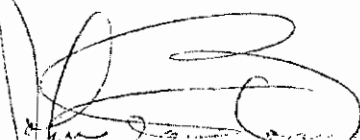
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly considered officials this 30th day of April, 1973.


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

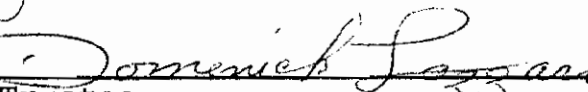
FOR THE EMPLOYER:

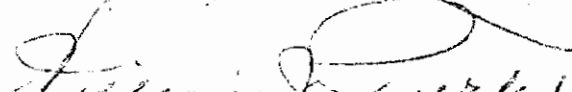

Elvia E. Taylor, President


Joseph D'Arco, Director, Pas-
saic County Board of Chosen
Freeholders



Trustee


Donald E. Van Heemst, Clerk of
the Board of Chosen Freeholders


Trustee


William J. Purdy, Supervisor
of Roads

Trustee


Sam Bruno, Superintendent of
Public Works

Trustee


Samuel Hughes, Director of
Personnel

APPENDIX A

<u>Level</u>	<u>Increment</u>	<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Maximum</u>
5	250	4976	5226	5476	5726	5976	6226	6476
6	261	5226	5487	5748	6009	6270	6531	6792
7	275	5487	5762	6037	6312	6587	6862	7137
8	287	5762	6049	6336	6623	6910	7197	7484
9	304	6049	6353	6657	6961	7265	7569	7873
10	317	6353	6670	6987	7304	7621	7938	8255
11	333	6670	7003	7336	7669	8002	8335	8668
12	350	7003	7353	7703	8053	8403	8753	9103
13	367	7353	7720	8087	8454	8821	9188	9555
14	386	7720	8106	8492	8878	9264	9650	10036