

3-0177

STORAGE

P.P.R.
16-08

AGREEMENT

BETWEEN

THE CITY OF PATERSON

DEPARTMENT OF PUBLIC WORKS

AND

PASSAIC COUNCIL NO. 3

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

JANUARY 1, 1976 through DECEMBER 31, 1977

Passaic County

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: All non-supervisory employees, all employees of the Division of Engineering Operations, and all managerial executives, professional and confidential employees as defined in 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 Saturday and Sundays.

ARTICLE II

cont'd.

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 her/his representative, take up the grievance with the employees immediate supervisor

ARTICLE II

Cont'd.

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 - Assistant Superintendent

If the grievance is not resolved at Step A, the written grievance and the written answer shall be forwarded to the Assistant Superintendent within three (3) days. The Assistant Superintendent 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 Assistant Superintendent, 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.

ARTICLE II

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 Arbitrators 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	8.
Upon completion of twenty-five years of service	10.

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

ARTICLE IV

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)

ARTICLE IV

cont'd.

Memorial Day

Thanksgiving Day

Independence Day

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 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.

ARTICLE V

cont'd.

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.

ARTICLE VI

cont'd.

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 Director of the Department of Public Works.

c. Employees may only use vacation days they have accrued unless the Director give 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, 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 five (5) 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 five (5) days per year, may be granted for stated reasons upon request to the Director of the Department of Public Works.

Section 3. Workmen's Compensation:

A. The employer shall provide Workmen's Compensation for all employees covered by this Agreement in accordance with the laws of the State of New Jersey.

ARTICLE VII

cont'd.

B. Employees who are unable to perform their duties because of injuries received in the service of the Employer and who receives Workmen'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 Workmen'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 of up to six (6) months in accordance with New Jersey Civil Service Regulations with the approval of the Director of the Department of Public Works.

ARTICLE IX

HOSPITAL-MEDICAL-DENTAL INSURANCE

Section 1 Hospital and Medical 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 IX

cont'd.

Section 2 Dental Insurance: Effective January 1, 1977, the City shall provide employee coverage only, at no cost to the Employee. The City shall determine the type of dental coverage to be provided.

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

ARTICLE X

DUES DEDUCTION

The Employers 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.

ARTICLE XI

PREMIUM PAY

Section 1 Overtime

Employees shall be compensated at time and one half for work performed due to an emergency.

ARTICLE XI

cont'd.

Section 2 Call Time:

Employees called for emergency duty, shall be compensated at time and one half for the hours worked.

All overtime compensation due employees shall be paid for promptly.

Section 3 Standby Time:

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.

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.

ARTICLE XII

cont'd.

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 employees 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 all employees in the bargaining unit.

ARTICLE XIII

WAGES

Section 1 Wage Adjustment:

A. Effective the first complete payroll period on or after July 1, 1976, each full time employee covered by this Agreement shall receive a \$500. increase to their present base salary.

B. Effective the first complete payroll period on or after October 1, 1976, each full time employee covered by this Agreement shall receive a \$500. increase to their present base salary.

ARTICLE XIII

cont'd.

C. Effective the first complete payroll period on or after July 1, 1977, each full time employee covered by this Agreement shall receive a \$500. increase to their present base salary.

ARTICLE XIV

MANAGEMENT RIGHTS

Subject to the terms and conditions of this Agreement and to law, the Employer retains the exclusive right to determine all matters concerning the management or administration of the Department.

ARTICLE XV

SAVINGS CLAUSE

If any provision or 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 XVI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1976 except where otherwise provided, and shall remain in full force and effect until December 31, 1977. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing prior to October of the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin in accordance with the rules and regulations of P.E.R.C. This Agreement shall remain in full force and effect during the period of negotiation.

B. The parties agree to discuss the two (2) items listed below on or after January 1, 1977:

1. Parity.
2. Weekend Work on a rotational basis.

ARTICLE XVII

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 25th day of May, 1976.

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

FOR THE CITY OF PATERSON
DEPARTMENT OF PUBLIC WORKS

James W. White

William J. Caswell Jr.

James H. Caswell

Thomas L. Caldwell

William J. Caswell Jr.
Council, Passaic Council # 3