

2-0057

20-00

AGREEMENT

This Agreement made this 13th day August, 1971 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 bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment,

NOW THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the County 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 foremen and senior mechanic repairmen employed by the Employer but excluding confidential employees, managerial executives and all others.

ARTICLE II

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 The Association membership dues shall be terminated automatically when an employee is removed from the payroll of the Commission. Where an employee takes a leave of absence without pay for one month or more or for 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 Employer shall continue to deduct dues from

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500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

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.

ARTICLE III

ASSOCIATION BUSINESS

Section 1. The Association shall advise the Employer in writing of the names of its representatives.

Section 2. The Association shall neither solicit members nor conduct any business on Employer's property during Employer assigned working schedules of either the representatives of The Association or the employee involved except for the following:

- a) Collective Bargaining
- b) Time spent conferring with Management on specific grievances as specified in the Grievance Procedure.

Section 3. When an authorized representative is excused from his assigned duties he shall

- a) Arrange with his supervisor to leave his work.
- b) Notify the supervisor of any Employer facility or job location visited on arrival.
- c) Notify the supervisor of return to the job.
- d) Record his time out and time in with his supervisor upon leaving and returning to his job.

ARTICLE IV

MANAGEMENT RIGHTS

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 specifically provided in this

Agreement.

ARTICLE V

SALARIES

Section 1. Effective January 1, 1971 all employees shall receive a eight hundred dollar (\$800.00) increase in their annual salary.

ARTICLE VI

WORK SCHEDULES

The Employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping times of the daily work schedule and to vary from the daily or weekly work schedule.

ARTICLE VII

CIVIL SERVICE RULES

Section 1. The parties agree that all hirings, lay-offs, and separations shall be in accordance with the REVISED CIVIL SERVICE RULES FOR THE STATE OF NEW JERSEY as applicable to the Commission.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. To provide for the expeditious and mutually satisfactory settlement of grievances which shall mean a complaint by an employee that there has been an improper or unjust application, interpretation or violation of this Agreement, the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with the ^{super.} executive director or his designated representative, either directly or through The Association's designated representative, for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, 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 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2 he may file it with the Commission. 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 Commissioners or their designated representatives will render a final decision in writing within five (5) days of the hearing.

Section 2. Any grievance not presented under the grievance procedures described herein within five (5) working days of the occurrence giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Employer are given in explanation of the failure to present the grievance within such time.

ARTICLE IX

MAINTENANCE OF WORK OPERATIONS

Section 1. There shall be no lock-outs, strikes, work stoppages or slow-downs 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 meetings or demonstration which may have the same effect as a strike or work stoppage.

ARTICLE X

SAVINGS CLAUSE

Section 1. In the event that any Federal or State legislation, governmental regulation or Court decisions 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 XI

DURATION

This Agreement shall be in effect from *January 1* 1971, through *December 31,* 1971.

IN WITNESS WHEREOF the parties have caused same to be executed by its respective officers or agents on this *13th* day of *August*, 1971.

WITNESSED:

UNION COUNTY MOSQUITO EXTERMINATION
COMMISSION

Vincent Di Cicco

Joseph J. O'Neill

UNION COUNCIL NO. 8, NEW JERSEY
CIVIL SERVICE ASSOCIATION

Thomas J. McFarland