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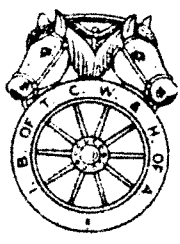
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Labor Agreement

Passaic, City of and

BETWEEN

TEAMSTERS LOCAL UNION 866



AND

Department of Public Works
CITY OF PASSAIC, NEW JERSEY

Expiration Date: December 31, 1979

X January 1, 1978 - December 31, 1979

TABLE OF CONTENTS

<u>Description</u>	<u>PAGE NO.</u>
ART I - Recognition.....	1
ART II -Supervisory and Other Excluded Personnel.....	1
ART III - Dues Check-Off.....	1
ART IV - PROBATIONARY PERIOD.....	2
ART V - SENIORITY	
1. Seniority.....	2
2. Loss of Seniority.....	2
ART VI - Notification to the Union	2
ART VII - PROMOTION AND DEMOTIONS.	3
ART VIII- TEMPORARY PROMOTIONS....	3 & 4
ART IX - SUSPENSION OR REVOCATION OF LICENSE.....	4
ART X - SUBCONTRACTING.....	4
ART XI - LAYOFFS AND RECALL.....	4 & 5
ART XII - SEPARATION OF EMPLOYMENT	5
ART XIII - SUPPLEMENTAL COMPENSA- TION UPON RETIREMENT...	5
ART XIV - JOB STEWARD	
1. Recognition.....	6
2. Authority.....	6
3. Limitation of Authority....	6
4. Discipline.....	6
ART XV - INSPECTION PRIVILEGES....	7
ART XVI - DISCHARGE OR SUSPENSION.	7

TABLE OF CONTENTS

<u>Description</u>	<u>PAGE NO.</u>
ART XVII - GRIEVANCE & ARBITRATION	
1. Definition.....	8
Step 1.....	8
Step 2.....	8
2. Civil Service Commission...	8
3. Public Employment Relations Commission.....	9
4. Limitations.....	9
ART XVII - HOURS OF WORK.....	9
ART XIX - PREMIUM PAY.....	10
ART XX - JOB CLASSIFICATION SHEETS	11
ART XXI - WORK ASSIGNMENTS.....	11
ART XXII - RATES OF PAY.....	11
ART XXIII- LONGEVITY.....	11
ART XXIV- PAY DAY.....	12
ART XXV - HOLIDAYS.....	12
ART XXVI - VACATIONS.....	12 & 13
ART XXVII - PERSONAL DAYS OF ABSENCE.....	14
ART XXVIII - SICK LEAVE.....	14
ART XXIX - HEALTH CARE INSURANCE PROGRAM.....	15
ART XXX - GROUP INSURANCE AND PENSION.....	15
ART XXXI - FUNERAL LEAVE.....	16
ART XXXII - MILITARY LEAVE.....	16

TABLE OF CONTENTS

<u>Description</u>	<u>PAGE NO.</u>
ART XXXIII - JURY DUTY.....	16
ART XXXIV - UNIFORMS.....	17
ART XXXV - UNION BULLETIN BOARD.....	17
ART XXXVI - SPECIAL LICENSES.....	17
ART XXXVII - TRAVEL ALLOWANCE.....	17
ART XXXVII - SAFETY.....	17
ART XXXVIII - SANITARY CONDITIONS...	18
ART XXXIX - LINE OF DUTY INJURY.....	18
ART XL - NON-DISCRIMINATION.....	18 & 19
ART XLI - PROTECTION OF RIGHTS.....	19
ART XLII - NO STRIKE - NO LOCKOUT...	19
ART XLIII - MAINTENANCE OF STANDARDS	19
ART XLIV - MANAGEMENT RIGHTS.....	20
ART XLV - SEPARABILITY AND SAVINGS CLAUSE.....	20
ART XLVI - TERMINATION CLAUSE.....	20 & 21

LABOR AGREEMENT

Agreement is entered into this _____ day of _____ 1978 between LOCAL UNION NO. 866, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION" and CITY OF PASSAIC, hereinafter referred to as the "EMPLOYER".

The effective date of this Agreement is January 1, 1978.

The EMPLOYER and the UNION agree as follows:

ARTICLE I - RECOGNITION

1. The Employer recognizes LOCAL UNION NO. 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all persons employed in classification covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

2. EXCLUDED are all professional, office clerical, supervisory, watchmen, guards and other employees excluded by law.

ARTICLE II - SUPERVISORY AND OTHER EXCLUDED PERSONNEL

1. At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this Agreement except when no covered employee is available.

ARTICLE III - DUES CHECK-OFF

1. The Employer agrees to deduct from twenty-four (24) pay periods the Union dues of each member and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 866 within ten (10) days after the dues are deducted.

2. After an employee has been employed for ninety (90) calendar days, the Employer agrees to deduct the initiation fee in two (2) consecutive bi-weekly payments and to transmit the same as above set forth.

3. The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

4. The Union will furnish the Employer a written statement of the dues and initiation fees to be deducted.

ARTICLE IV - PROBATIONARY PERIOD

1. All newly hired employees shall serve a probationary period of ninety (90) calendar days. C.E.T.A. and other grant employees are not covered by this Article.

ARTICLE V - SENIORITY

1. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement, and shall refer only to regular full time permanent City employees.

2. An employee shall lose seniority rights only for any one of the following reasons:

a. Voluntary Resignation

b. Discharge for just cause

c. Failure to return to work within the prescribed period upon recall as provided in the lay-off and recall provisions of this Agreement.

d. Continuous lay-off beyond recall period for re-employment outlined elsewhere in this Agreement.

3. Seniority shall prevail in all provisions of this Agreement where a preference may be exercised.

4. CETA and other grant employees shall be given preference for full time regular employment. All employment during CETA shall be counted as seniority when hired by the City.

ARTICLE VI - NOTIFICATION TO THE UNION

1. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions, discharges, additions and deletions as they occur.

2. The Employer will notify the Union in writing prior to a layoff.

3. The Employer will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number, and rate of pay in January of each year.

ARTICLE VII - PROMOTIONS AND DEMOTIONS

1. The Employer agrees to fill all job vacancies from within the bargaining unit before hiring new employees, providing such employees are qualified for the position.

2. Promotion is hereby defined as a move from a title with a lower pay grade to a title with a higher pay grade.

3. Notice of all job vacancies shall be posted on the bulletin board and will include job title, labor grade and a brief description of job duties including qualifications and necessary skills. Those employees who make application during the posting period will be considered for the job. The posting period shall be eleven (11) work days.

4. Temporary and permanent promotions shall be offered to the eligible most senior qualified employee who bids for the job.

5. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of one hundred twenty (120) days. In the event the employee does not successfully pass this one hundred twenty (120) day trial period, such employee shall be given his former position without any loss of seniority or pay.

6. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job.

7. In the event a surplus exists in a particular classification, the employees with the least amount of classification seniority shall be demoted to the next lower classification.

ARTICLE VIII - TEMPORARY PROMOTIONS

1. The Employer agrees to offer Temporary promotions to employees in the next lower classification in the order of greatest employment seniority, provided such employees are qualified for the position.

2. An employee assigned to a classification with a higher rate of pay, shall be paid the higher rate of pay for time worked. Each fraction of one hour shall be paid as a full hour. Overtime shall be paid on the basis of actual overtime worked.

ARTICLE IX - SUSPENSION OR REVOCATION OF LICENSE

1. In the event an employee shall suffer a suspension or revocation of his chauffeur's license because of a succession of size and weight penalties, caused by the employee complying with his Employer's instructions to him, the Employer shall provide employment for such employee at not less than his regular earnings at the time of such suspension for the entire period thereof subject however, to the seniority and lay-off provisions applicable to him at the time of such suspension.

ARTICLE X - SUBCONTRACTING

1. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer may subcontract work only if the following conditions are met:

a. There are no employees on lay-off with unexpired recall rights.

b. No employees will be laid off during the period of the work being subcontracted.

c. The work cannot be done by the existing employees within the time such work is required to be completed.

ARTICLE XI - LAYOFFS AND RECALL

1. The Employer may reduce the working force only due to lack of work and/or insufficient budgetary appropriations.

2. Employees shall be laid off in the order of least total employment seniority.

3. Notice of such layoffs will be given at least forty five (45) days before the scheduled layoff.

4. A laid off employee shall have preference for re-employment for a period of life.

5. The Employer shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Employer hire from the open market while any employee has an unexpired term of preference for re-employment who is ready, willing, and able to be re-employed.

6. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE XII - SEPARATION OF EMPLOYMENT

1. In the case of discharge the Employer shall immediately pay all monies including pro-rata vacation pay due to the employee.

2. In the case of resignation the Employer shall pay all monies due to the employee including pro-rata vacation pay on the next immediate pay day.

ARTICLE XIII - SUPPLEMENTAL COMPENSATION UPON RETIREMENT

1. Each employee shall be entitled upon retirement, for service and age or disability, from a state administered retirement system to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent provided for herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment.

2. Such supplemental compensation payment shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$8,000.00 providing that the employee shall elect to collect such money over a four-year period in the form of an annuity with the City paying seven percent (7%) interest.

3. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee.

4. An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his accumulated sick leave computed only from the date of return to employment.

5. In the event of any employee's death after the effective date of retirement or before payment is made, the payment shall be made to his designated beneficiary. In the absence of a designated beneficiary, payment shall be made to the employee's estate.

ARTICLE XIV - JOB STEWARDS

1. The Employer recognizes the right of the Union to designate job stewards and alternates. The Union will furnish the Employer with a list of the Stewards and Alternates.

2. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information,

(1) Have been reduced to writing, or

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

3. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

4. The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

5. Stewards with prior supervisory notification shall be permitted a reasonable period of time to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime, provided such time is substantiated and documented.

ARTICLE XV - INSPECTION PRIVILEGES

1. Providing prior notice is given to the Employer, authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule. The Union shall provide the Employer with a list of the authorized representatives.

ARTICLE XVI - DISCHARGE OR SUSPENSION

1. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office, within one (1) working day from the time of the discharge or suspension.

2. In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee in writing and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based. In such cases where the safety of the employees is in jeopardy, this warning notice provision shall not apply.

3. Before any employee is discharged, there shall be a written notice to the Union and the reason(s) for the intended discharge and as soon thereafter as it is practicable to do so a conference held between the Union and the Employer for the purpose of reviewing the matter.

4. A discharge or suspended employee must advise his LOCAL UNION in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension.

5. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

6. Should it be proved that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

ARTICLE XVII - GRIEVANCE & ARBITRATION PROCEDURE

1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties involving interpretation or application of any provisions of this Agreement.

2. An aggrieved employee shall present his grievance, in writing, within twenty (20) days of its occurrence or such grievance will be deemed waived.

3. In the event of such grievance, the steps hereafter set forth shall be followed:

STEP 1: The employee and the steward or the employee individually, but in the presence of a steward shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within three (3) working days the employee or the steward may forward the grievance to the next step in the procedure.

STEP 2: The Steward will discuss the grievance with the head of the department or his designee. In the event the grievance is not satisfactorily adjusted within three (3) working days, the grievance may be appealed at the next step.

STEP 3: The UNION representative and the CITY'S labor relations representative, or any such designated person, shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by either party upon notice to the other party.

4. If, at any time the aggrieved appeals his grievance before the Civil Service Commission, then from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.

5. If, in any of the foregoing steps, either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration. Either party may grant an extension of time to respond at any step in the aforementioned procedure. A request to grant such extensions shall not be unreasonably withheld.

6. ARBITRATION: Either party may apply directly to the Public Employment Relations Commission for the appointment of an arbitrator.

(1) The decision of the Arbitrator shall be final and binding upon the parties hereto and the arbitrator's fee shall be borne equally by the parties.

(2) It is agreed that no arbitrator may in any way change, modify, add to, or delete any provision of this Agreement or any signed supplemental Agreement.

(3) It is intended that all differences between the CITY and the UNION shall be settled through the Grievance and Arbitration provisions of this Agreement. Therefore, the CITY agrees that it will not lock out its employees and the UNION agrees that it will not sanction a strike, slow down, or work stoppage during the life of this Agreement.

ARTICLE XVII - HOURS OF WORK

1. The Employer agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday thru Friday inclusive. There shall be no split shifts.

2. The scheduled hours of work are shown below:

7:30 A.M. - 4:00 P.M.

Except, that seasonally, Street Sweepers, including Can men and Traffic Line Paint Squad may be required to start at an earlier starting hour, but in no event earlier than 6:00 A.M.

3. The Employer shall allow a one ($\frac{1}{2}$) half hour unpaid lunch period each day.

4. The Employer agrees to allow a paid one-half ($\frac{1}{2}$) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half ($\frac{1}{2}$) hour lunch period for each subsequent four (4) hours of work.

5. The Employer shall allow a paid fifteen (15) minute break once during each four (4) hour regular work period excluding overtime.

6. The Employer agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is called-in to work outside of his regularly scheduled hours of work; except, when within two (2) hours prior to start time, payment shall be limited to time worked.

7. The Employer agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or a Holiday.

8. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

ARTICLE XIX - PREMIUM PAY

1. The Employer agrees to pay premium wages in accordance with the following rules:

A. One and one-half (1½) times the straight time hourly rate shall be paid for:

(1) All hours spent in the service of the Employer in excess of eight (8) hours in any twenty four (24) hour period.

(2) All hours spent in the service of the Employer prior to the scheduled starting time.

(3) All hours spent in the service of the Employer on any Saturday.

(4) All hours spent in the service of the Employer on any Holiday in addition to eight (8) hours straight time Holiday pay.

B. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday.

2. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

ARTICLE XX - JOB CLASSIFICATION SHEETS

1. The Employer will prepare and make available to the Union, Job Classification Sheets describing the principal functions of each job classification covered by this Agreement and any new classifications coming under this Agreement.

ARTICLE XXI - WORK ASSIGNMENTS

1. The Employer agrees not to direct or require their employees or persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit, except when no covered employee is available.

ARTICLE XXII - RATES OF PAY

1. Employees will be classified and paid in accordance with the table of Job Classifications and Rates of Pay in Schedule "A", which is attached hereto and made part of this Agreement.

2. Effective with the execution date of this Agreement all employees hereafter hired under any CETA or other Federal Grant program must be paid in compliance with all pay and general increase provisions negotiated.

ARTICLE XXIII - LONGEVITY

1. Employee's are entitled to receive longevity pay for each completed five (5) years employment.

2. Effective January 1, 1974, the following shall be the longevity schedule:

Upon completion of 5 years	2% of base salary
Upon completion of 10 years	4% of base salary
Upon completion of 15 years	6% of base salary
Upon completion of 20 years	10% of base salary
Upon completion of 25 years	12% of base salary
Upon completion of 30 years	14% of base salary
Upon completion of 35 years	14% of base salary

3. Longevity will be paid on the same basis and in the same fashion as heretofore.

4. Longevity Pay shall be considered as part of base wages for the purpose of computing Holiday Pay, Vacation Pay, Sick Pay, Retirement, and overtime.

5 Longevity Entitlement is based on each employee's initial date of hire.

ARTICLE XXIV - PAY DAY

1. Employees will be paid all earnings by check bi-weekly.
2. Employees will be paid during working hours.
3. When payday falls on a Holiday, then the preceeding day will be pay day.
4. Vacation pay will be paid on the pay day prior to the start of the vacation period. The request of the individual employee must be made at least two (2) weeks prior to the start of the employee's vacation.

ARTICLE XXV - HOLIDAYS

1. The Employer agrees to pay such employee eight (8) hours pay without working for each of the following Holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther Kings Birthday

2. Any Holiday which falls on Saturday shall be celebrated the proceding Friday.

3. Any Holiday which falls on Sunday shall be celebrated the following Monday.

ARTICLE XXVI - VACATIONS

1. Vacation entitlement shall be in accordance with the following schedule:

TOTAL EMPLOYMENT SENIORITY

VACATION ENTITLEMENT

- | | |
|---|---|
| (a) Initial year of employment | - One (1) working day for each month of paid service. |
| (b) One (1) year to five (5) years, inclusive | Twelve (12) working days |
| (c) Six (6) years to seven (7) years, inclusive | Thirteen (13) working days |

TOTAL EMPLOYMENT SENIORITYVACATION ENTITLEMENT

(d) Eight (8) years to nine (9)-	Fourteen (14) working days
years, inclusive	
(e) Ten (10) years	-Fifteen (15) working days
(f) Eleven (11) years to	Sixteen (16) working days
twelve (12) years, inclusive	
(g) Thirteen (13) years to	Seventeen (17) working days
fourteen years, inclusive	
(h) Fifteen (15) years	Eighteen (18) working days
(i) Sixteen (16) years to	Nineteen (19) working days
eighteen (18) years, inclusive	
(j) Nineteen (19) years	Twenty (20) working days
(k) Twenty (20) years and over-	One (1) additional working
	day of vacation shall be
	added for each additional
	year of service.

2. Vacation pay shall be based on an employee's forty (40) hours straight time pay.

3. Vacation may be scheduled throughout the calendar year.

4. Employee's on vacation should not be recalled to work.

5. Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

6. In the event a Holiday named in this Agreement fall during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

7. In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period the remaining vacation time shall be cancelled and rescheduled at a time mutually agreed to between the employee and the Employer. The Employer may request proof substantiating death or disability.

ARTICLE XXVII - PERSONAL DAYS OF ABSENCE

1. Employees will be granted three (3) Personal days per year.
2. Employees must take the three (3) Personal days within the calendar year, otherwise they shall be forfeited.
3. Personal days shall not be carried over into the succeeding year or years. Payment for unused personal days shall not be permitted.
4. Employees will give twenty four (24) hours advance notice as to which days will be taken.
5. Employees shall not be required to state any reason in using personal days of absence entitlement.

ARTICLE XXVIII - SICK LEAVE

1. Permanent employees with less than one (1) year of employment shall be entitled to one (1) paid sick leave day for each month worked for the first calendar year of employment.
2. Permanent employees shall be entitled to fifteen (15) paid sick leave days at the beginning of the following calendar year.
3. Temporary/Provisional employees with one (1) or more years of employment shall be entitled to fifteen (15) paid sick leave days in each calendar year; to be pro-rated at the rate of one and one-quarter (1 $\frac{1}{4}$) days at the beginning of each month.
4. Unused sick leave days shall be accumulated from year to year without maximum limitation.

ARTICLE XXIX - HEALTH CARE INSURANCE PROGRAM

1. The Employer agrees to continue to provide the employees with existing insurance under the N.J. State Health Benefits program, Group 0092000 with dependent coverage; i.e. (OR EQUAL):

(a) Blue Cross 750 Plan (OR EQUAL)

(b) Blue Shield (OR EQUAL)

(c) Rider J (OR EQUAL)

(d) Major Medical (OR EQUAL)

In addition each employee will continue to receive the existing Dental Insurance with dependent coverage (OR EQUAL).

2. The Employer agrees to pay the full cost for the above described Health Care Insurance Program.

3. When an employee is terminated, laid off or recalled to work the Employer will be required to pay the full amount of coverage for any part of the month for which the employee works.

4. Excluding the Dental Care Insurance, the City agrees to pay the premiums for such Health Benefit Insurance as shall be in effect at the time of retirement for all retired employees, as acknowledged in City of Passaic Resolution No. 1697-76 which is attached hereto as Schedule "B".

Failure on the part of the Employer to regularly contribute as specified herein above shall make him liable for all claims, etc. plus all arrears in payment.

5. The schedule of benefits to which each covered employee is entitled to will be attached to and made part of this Agreement.

ARTICLE XXX - GROUP INSURANCE AND PENSION

1. Each permanent employees shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

2. Pension benefits shall be based on all regular wages including Longevity Pay.

ARTICLE XXXI - FUNERAL LEAVE

1. The Employer agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family.
2. The Employee's immediate family is considered to include: Spouse, Children, Brother, Sister, Parents, Parents-in-law, Brother-in-law, Sister-in-law, Grandchildren, Grandparents of employee or spouse.
3. This provision also applies for any other relative which resides with the employee.
4. Funeral Leave with pay shall not exceed five (5) working days.
5. The Employer may request submission of proof.

ARTICLE XXXII - MILITARY LEAVE

1. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.
2. Upon return from Military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

ARTICLE XXXIII - JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify the Employer.
2. An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.
3. The Employer agrees to pay the employee eight (8) hours straight time pay for each work day on Jury Duty Service.
4. The Employee shall return to the City Treasury all compensation received as a juror with the exception of public transportation expenses.

ARTICLE XXXIV - UNIFORMS

1. Effective January 1, 1979, or as soon as possible thereafter, the Employer agrees to furnish the following uniforms to all employees covered by this Agreement. The service provided by the Employer shall also include maintenance of the Uniforms:

Four (4) pants
Four (4) Shirts
One (1) Winter Jacket

ARTICLE XXXV - UNION BULLETIN BOARD

1. The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE XXXVI - SPECIAL LICENSES

1. The Employer shall pay the fee for the grant or renewal of any special licenses, except driver's license, which the employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

ARTICLE XXXVII - TRAVEL ALLOWANCE

1. Employees required to use their personal vehicles for City business shall be reimbursed 16¢/mile.

ARTICLE XXXVII - SAFETY

1. The Employer shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The Shop Steward shall also be immediately notified and allowed to inspect the work area. The supervisor will either determine and advise how the work can be performed safely or will stop the work.

2. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

ARTICLE XXXVIII - SANITARY CONDITIONS

1. The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water, and toilet facilities.

ARTICLE XXXIX - LINE OF DUTY INJURY

1. An employee who is temporarily disabled through injury as a result of his employment may be allowed special leave with pay for a period of up to one (1) year commencing with the date of injury, upon the request of the Department Director, the recommendation of the Business Administrator. The Business Administrator may make such recommendation only after presentation of satisfactory evidence of the nature of the disability and of its severity and duration, and after considering factors showing good reasons for the granting of such special leave, including among other things, the length of service of the employee, the employee's performance on the job, and the absence of any continued prior abuse of sick leave on the part of the employee.

2. Determination of the medical factors involved, including the issue of disability, the extent and duration of disability, and whether the disability is work connected shall be made by a physician chosen by the City. Physical examinations may be made periodically, and as often as the physician shall determine as being required.

3. The special leave provided for herein shall not affect any sick leave accumulated by the employee receiving the special leave.

4. Any wages to which an employee may be entitled pursuant to this Article shall be reduced by the amount of any Workmen's Compensation award made for temporary disability because of the injury requiring such leave.

5. Neither this Article nor the consideration of or granting of any special leave hereunder shall restrict the City from requesting at any time that the employee involved be retired for permanent disability pursuant to the applicable provisions of any Pension or Retirement Statute.

ARTICLE XL - NON-DISCRIMINATION

1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age

(between the years of 40 and 65).

2. Whenever any words are used in this agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

ARTICLE XLI - PROTECTION OF RIGHTS

1. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line, of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

2. It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE XLII - NO STRIKE - NO LOCKOUT

1. The parties agree to settle any difference through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike, or any other action interrupting the Employer's business, and the Employer agrees that it will not lock out its employees during the term of this agreement.

ARTICLE XLIII - MAINTENANCE OF STANDARDS

1. PROTECTION OF CONDITIONS: The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE XLIV - MANAGEMENT RIGHTS

1. The Employer shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement.

ARTICLE XLV - SEPARABILITY AND SAVING CLAUSE

1. If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2. In the event that any Article or Section is held invalid or enforcement of or compliance, with which has been restrained, as above set forth, the parties thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

3. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE XLVI - TERMINATION CLAUSE

1. This Agreement shall be in full force and effect from January 1, 1978 to and including December 31, 1979 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served

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ARTICLE XLVI - TERMINATION CLAUSE

1. This Agreement shall be in full force and effect from January 1, 1978 to and including December 31, 1979 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served

by either party upon the other at least sixty (60) days prior to date of expiration.

2. IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____ 1978, to be effective as of January 1, 1978.

FOR THE UNION:

FOR THE EMPLOYER:

Local Union No. 866,
affiliated with International
Brotherhood of Teamsters,
Chauffeurs, Warehousemen and
Helpers of America

City of Passaic, New Jersey

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

EFFECTIVE DATE: JANUARY 1, 1978

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>START</u>	<u>1st STEP</u>	<u>2nd STEP</u>	<u>3rd STEP</u>	<u>4th STEP</u>	<u>5th STEP</u>	<u>INCREMENT VAI</u>
STREET REPAIRER	\$7992.	\$8452.	\$8912.	\$9372.	\$9832.	\$10292.	\$460.00
LABORER	8246.	8506.	8766.	9026.	9286.	9546.	260.00
SR. PARK CARETAKER	8361.	8729.	9097.	9465.	9833.	10201.	368.00
SEWER REPAIRER	8470.	8828.	9186.	9544.	9902.	10260.	358.00
ANIMAL CONTROL OFFICER	8668.	8993	9318.	9643.	9968.	10293.	325.00
TRUCK DRIVER	8791.	9051.	9311.	9571.	9831.	10091.	260.00
BLDG. MAINTANCE WORKER	8805.	9154.	9503.	9852.	10201.	10550.	349.00
REC. MAINTANCE WORKER	8805.	9154.	9503.	9852.	10201.	10550.	349.00
TRAFFIC MAINTANCE WORKER	8873.	9198.	9523.	9848.	10173.	10498.	325.00
EQUIPMENT OPERATOR	9235.	9521.	9807.	10093.	10379.	10665.	286.00
EQUIP. OPERATOR (SWEEPER)	9404.	9648.	9892.	10136.	10380.	10624.	244.00
STATIONERY FIREMAN	9580.	10140.	10700.	11260.	11820.	12380.	560.00
MAINTANCE REPAIRER	9598.	9810.	10022.	10234.	10446.	10658.	212.00
SR. BLDG. MAINT. WORKER	9599.	9795.	9991.	10187.	10383.	10579.	196.00
TREE CLIMBER	9673.	9901.	10129.	10357.	10585.	10813.	228.00
MECHANIC	10089.	10389.	10689.	10989.	11289.	11589.	300.00
SR. MAINT. REPAIRER	10089.	10389.	10689.	10989.	11289.	11589.	300.00

EFFECTIVE DATE: JANUARY 1, 1978

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>START</u>	<u>1st STEP</u>	<u>2nd STEP</u>	<u>3rd STEP</u>	<u>4th STEP</u>	<u>5th STEP</u>	<u>INCREMENT VALU</u>
SR. MAINT. REPR. PAINTER	\$10089.	\$10389.	\$10689.	\$10989.	\$11289.	\$11589.	\$300.00
SIGNAL SYST. REPAIRER	10209.	10640.	11071.	11502.	11933.	12364.	431.00
SR. MECH. REPAIRER	10443.	10790.	11137.	11484.	11831.	12178.	347.00
PARK METER COLL. REP.	10527.	10852.	11177.	11502.	11827.	12152.	325.00

Increments shall be payable in accordance with established procedure on the effective date of this Agreement.

EFFECTIVE DATE: JANUARY 1, 1979

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>START</u>	<u>1st STEP</u>	<u>2nd STEP</u>	<u>3rd STEP</u>	<u>4th STEP</u>	<u>5th STEP</u>	<u>INCREMENT</u>
STREET REPAIRER	\$8616.	\$9076.	\$9536.	\$9996.	\$10456.	\$10916.	\$460.00
LABORER	8870.	9130.	9390.	9650.	9910.	10170.	260.00
SR. PARK CARETAKER	8985.	9353.	9721.	10089.	10457.	10825.	368.00
SEWER REPAIRER	9094.	9452.	9810.	10168.	10526.	10884.	358.00
ANIMAL CONTROL OFFICER	9292.	9617.	9942.	10267.	10592.	10917.	325.00
TRUCK DRIVER	9415.	9675.	9935.	10195.	10455.	10715.	260.00
BLDG. MAINTANCE WORKER	9429.	9778.	10127.	10476.	10825.	11174.	349.00
REC. MAINTANCE WORKER	9429.	9778.	10127.	10476.	10825.	11174.	349.00
TRAFFIC MAINTANCE WORKER	9497.	9822.	10147.	10472.	10797.	11122.	325.00
EQUIPMENT OPERATOR	9859.	10145.	10431.	10717.	11003.	11289.	286.00
EQUIP. OPERATOR (SWEEPER)	10028.	10272.	10516.	10760.	11004.	11248.	244.00
STATIONERY FIREMAN	10204	10764.	11324.	11884.	12444.	13004.	560.00
MAINT. REPAIRER	10222.	10434.	10646.	10858.	11070.	11282.	212.00
SR. BLDG. MAINT. WORKER	10223.	10419.	10615.	10811.	11007.	11203.	196.00
TREE CLIMBER	10297.	10525.	10753.	10981.	11209.	11437.	228.00
MECHANIC	10713.	11103.	11313.	11613.	11913.	12213.	300.00
SR. MAINT. REPAIRER	10713.	11103.	11313.	11613.	11913.	12213.	300.00

EFFECTIVE DATE: JANUARY 1, 1979

<u>CLASSIFICATION</u>	<u>START</u>	<u>1st STEP</u>	<u>2nd STEP</u>	<u>3rd STEP</u>	<u>4th STEP</u>	<u>5th STEP</u>	<u>INCREMENT VALU</u>
SR. MAINT. REPR. PAINTER	\$10713.	\$11103.	\$11313.	\$11613.	\$11913.	\$12213.	\$300.00
SIGNAL SYST. REPAIRER	10833.	11264.	11695.	12126.	12557.	12988.	431.00
SR. MECH. REPAIRER	11067.	11414.	11761.	12108.	12455.	12802.	347.00
PARK METER COLL. REP.	11151.	11476.	11801.	12126.	12451.	12776.	325.00

Increments shall be payable in accordance with established procedure on the effective date of this Agreement.

EFFECTIVE DATE: JULY 1, 1979

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>START</u>	<u>1st STEP</u>	<u>2nd STEP</u>	<u>3rd STEP</u>	<u>4th STEP</u>	<u>5th STEP</u>	<u>INCREMENT VA</u>
STREET REPAIRER	\$8824.	\$9284.	\$9744.	\$10204.	\$10664.	\$11124.	\$460.00
LABORER	9078.	9338.	9598.	9858.	10118.	10378.	260.00
SR. PARK CARETAKER	9193.	9561.	9929.	10297.	10665.	11033.	368.00
SEWER REPAIRER	9302.	9660.	10018.	10376.	10734.	11092.	358.00
ANIMAL CONTROL OFFICER	9500.	9825.	10150.	10475.	10800.	11125.	325.00
TRUCK DRIVER	9623.	9883.	10143.	10403.	10663.	10923.	260.00
BLDG. MAINT. WORKER	9637.	9986.	10335.	10684.	11033.	11382.	349.00
REC. MAINT. WORKER	9637.	9986.	10335.	10684.	11033.	11382.	349.00
TRAFFIC MAINT. WORKER	9705.	10030.	10355.	10680.	11005.	11330.	325.00
EQUIPMENT OPERATOR	10067.	10353.	10639.	10925.	11211.	11497.	286.00
EQUIP. OPERATOR (SWEEPER)	10236.	10480.	10724.	10968.	11212.	11456.	244.00
STATIONERY FIREMAN	10412.	10972.	11532.	12092.	12652.	13212.	560.00
MAINTANCE REPAIRER	10430.	10642.	10854.	11066.	11278.	11490.	212.00
SR. BLDG. MAINT. WORKER	10431.	10627.	10823.	11019.	11215.	11411.	196.00
TREE CLIMBER	10505.	10733.	10961.	11189.	11417.	11645.	228.00
MECHANIC	10921.	11221.	11521.	11821.	12121.	12421.	300.00
SR. MAINT. REPAIRER	10921.	11221.	11521.	11821.	12121.	12421.	300.00

EFFECTIVE DATE: JULY 1, 1979

SCHEDULE "A"

CLASSIFICATION

START

1st STEP

2nds STEP

3rd STEP

4th STEP

5th STEP

INCREMENT VALU

SR. MAINT. REPR. PAINTER	\$10921.	\$11221.	\$11521.	\$11821.	\$12121.	\$12421.	\$300.00
SIGNAL SYST. REPAIRER	11041.	11472.	11903.	12334.	12765.	13196.	431.00
SR. MECH. REPAIRER	11275.	11622.	11969.	12316.	12663.	13010.	347.00
PARK METER COLL REP.	11359.	11684.	12009.	12334.	12659.	12984.	325.00

Increments shall be payable in accordance with established procedure on the effective date of this Agreement.

SCHEDULE "B"

CITY OF PASSAIC

RESOLUTION NO. 1697-76

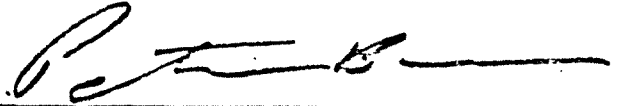
BE IT RESOLVED by the City Council of the City of Passaic to adopt the provisions of Chapter 88, Public Laws of 1974 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.

WE HEREBY ACKNOWLEDGE that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P. L. 1974 does;


- (a) apply to all eligible present and future pensioners of the employer and their dependents.
- (b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
- (c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
- (d) require the local employer to pay the full cost of such premiums and Medicare charges.

WE HEREBY AGREE to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part D of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

THIS RESOLUTION shall provide for an effective date not earlier than the first day of the month at least ninety (90) days following the receipt of such resolution by the Health Benefits Bureau in the State Division of Pensions.



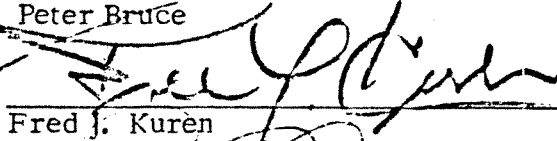
Peter Bruce, Council President



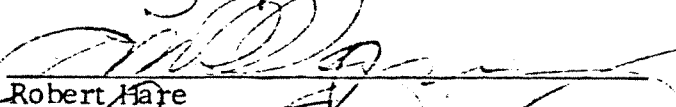
Anthony C. Martini, City Clerk



Peter Bruce



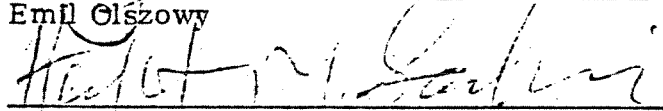
Fred J. Kurèn



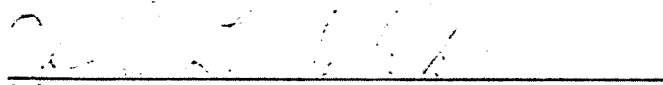
Robert Hare



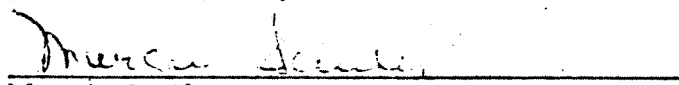
Emil Olszowy



Herbert M. Sorkin



John L. Salek



Margie Semler

COUNCILMEN

DATED: OCT 7 1976