

LABOR AGREEMENT

between the
Atlantic City, City of
CITY OF ATLANTIC CITY
(WHITE COLLAR EMPLOYEES)

and

TEAMSTERS LOCAL 331

International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America

X January 1, 1986 to December 31, 1988

ARON SALSBERG
& ROSEN
COUNSELLORS AT LAW
684 PASSAIC AVENUE
MUTLEY NEW JERSEY
8710-1281

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P R E A M B L E

AGREEMENT dated this *24th* day of *November*, 1986,
by and between the CITY OF ATLANTIC CITY, a municipal corporation
of the State of New Jersey, (hereinafter referred to as the
"CITY") and the LOCAL NO. 331, affiliated with the INTERNATIONAL,
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, (hereinafter referred to as the "UNION").

WHEREAS, the CITY and the UNION have negotiated a Collective
Bargaining Agreement to cover the calendar years 1986, 1987 and
1988; and

WHEREAS, the CITY and the UNION have reached agreement and wish
at this time to memorialize same in the within agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein
contained, the CITY and the UNION agree as follows:

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ARTICLE I

Purpose

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 etc.) of the State of New Jersey, as amended, to promote and ensure harmonious relations, cooperation, and understanding between the CITY and the employees; to prescribe the right and duties of the CITY and employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Atlantic City and its employees and the CITY.

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ARTICLE II

Interpretation

It is the intention of the parties that this Agreement be construed in harmony with the rules and regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, as amended, the Statutes of the State of New Jersey, the ordinances of the City of Atlantic City and the Rules and Regulations of Local 331, I.B.T.

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ARTICLE III

Recognition

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- A. The CITY recognizes LOCAL 331, I.B.T. as the exclusive negotiating agent and representative for all CITY employees (including employees of the parking authority) and excluding policemen, firemen, craft and blue collar workers as defined under the P.E.R.C. decision in 1970. Excluded also are all supervisors as defined in the New Jersey Public Employer-Employee Relations Act.
- B. The CITY agrees that the UNION has the right to negotiate for the employees as to rates of pay, hours of work and fringe benefits, working conditions, safety conditions, procedures for adjustment of disputes and grievances, and all other related matters as contained in this Agreement.

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ARTICLE IV

Grievance Procedure

A. Definition

A grievance is any dispute between parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken toward him which violates any right arising out of his employment. The CITY shall not discipline any employee without just cause.

Step One

The UNION Grievance Committee shall receive, screen, and process all grievances within five (5) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the UNION. All grievances shall be filed in writing with the immediate supervisor within five (5) days after their occurrence. The immediate supervisor shall file a written answer within five (5) days from receipt of the written grievance.

Step Two

In the event the parties are unable to resolve the grievance at Step One, the UNION shall have five (5) working days to refer the grievance to the Director of the department

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involved. The Chief Steward shall be permitted to present the grievance at this level. The Department Head shall answer the grievance within five (5) working days from receipt or from the date of the formal conference, whichever is later.

Step Three

In the event the parties are unable to resolve the grievance at Step Two, the UNION shall have five (5) working days to refer the grievance to the Personnel Director of the CITY. The UNION Business Agent shall be permitted to present the grievance at this level. The Personnel Director shall respond within ten (10) working days from receipt or from the date of the formal conference, whichever is later.

Step Four - Arbitration

In the event the grievance is not resolved at the third step, either party may, within thirty (30) days from the Personnel Director's response, refer the matter to impartial arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the CITY and the UNION. If the CITY and the UNION cannot mutually arrive at a

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satisfactory arbitrator within thirty (30) working days after the receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of the agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent and render his award, in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared by the CITY and the UNION. Any steward or officers of the UNION required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

B. Extensions And Modifications

Time extensions under the above grievance procedure clause may be mutually agreed upon by the CITY and the UNION.

- C. It is understood that the grieving party may elect to pursue either a civil service or arbitration -- but not both. Matters which are subject to civil service jurisdiction shall be exclusively heard by that body; toward that end,

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no arbitration shall take place less than ninety (90) days after the final decision of the Personnel Director, unless mutually agreed by both parties in a written instrument.

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ARTICLE IV-A

Grievance Procedure (Judiciary Employees)

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the UNION.
3. Any grievance may be raised by any employee or by the UNION.

B. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

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Step One:

(a) An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing, within two (2) working days after the occurrence, upon a form provided by the UNION and in triplicate, to the Shop Steward, who in turn shall, within two (2) days, file one (1) copy with the Court Administrator for the vicinage which includes Atlantic City and one (1) copy with the immediate supervisor of the aggrieved employee. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. The employee shall be accompanied by the Shop Steward at any grievance meeting. Failure to file a grievance in writing, as aforesaid, shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The supervisor shall render a written decision within five (5) working days after receipt of the grievance to the grievant and the Steward.

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Step Two:

- (a) In the event a satisfactory settlement has not been reached with the supervisor, the employee or the Shop Steward may appeal his grievance to the Court Administrator (or his representative) within two (2) working days following receipt by the employee and the Steward of the written determination of the supervisor. Such appeal shall be in writing, signed by the aggrieved employee, and delivered to the Court Administrators.
- (b) The Court Administrator, or his representative, shall render a written decision, within ten (10) working days from his receipt of the grievance, to the grievant and the Steward.

Step Three:

- (a) In the event that the grievance has not been resolved at Step Two, the employee and the Shop Steward may, within five (5) working days following the receipt by him of the determination of the Court Administrator, appeal the matter to the Assignment Judge.

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(b) The Assignment Judge shall review the matter and issue a written decision within a reasonable time from the submission of the grievance to him. The decision of the Assignment Judge shall be final and conclusive.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the employer and the UNION shall be utilized for any dispute covered by the terms of this Agreement affecting the employees covered hereunder.

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ARTICLE V

10 Check-Off and Agency Shop

- A. The CITY shall deduct dues and initiation fees from the wages of all personnel covered by this Agreement who have filed with the CITY a proper dues deduction authorization card as required by the laws of the State of New Jersey. The UNION shall advise the CITY of the fixed and standard dues and initiation fees of its members and the payments shall be made to the UNION on the 10th day of each month.
- B. The Agency Shop shall be in accordance with the State Law as of February, 1980.
- C. The UNION agrees to indemnify, defend and hold and save the CITY harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this Clause.

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ARTICLE VI

Employee Representation

- A. The UNION will notify the CITY as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each department. Representatives of the UNION who are not employees of the CITY will be permitted to visit with employees during working hours at their work stations for the purpose of discussing UNION representation matters.
- B. The Steward within the department shall be allowed to investigate grievances during working time, but shall not disrupt work. Authorized agents of the UNION shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to; provided, however, that there is no interruption of the department's working schedule.

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ARTICLE VII

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Non-Discrimination

- A. The CITY and the UNION both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunities for improvement of jobs or as a condition of employment. The CITY further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the UNION nor will the CITY encourage membership in any other association or union or do anything to interfere with the exclusive representation of the CITY in the appropriate bargaining unit.
- B. Any employee members of the UNION acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the UNION so long as such acts do not interfere with the conduct of the CITY's business, nor shall there be any discrimination against any employee because of UNION membership or activities.

ARTICLE VIII

Management Rights

It is the right of the CITY to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees' take justifiable action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decision on the above matters are subject to the grievance procedure. Nothing in this Article shall alter or relieve the CITY of any of its obligations undertaken by this Agreement.

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ARTICLE VIII-A

Management Rights - (Judiciary Employees)

- A. The employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, the rules of the Supreme Court of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, and the directives of the Administrative Director of the Courts, and the Assignment Judge of the Vicinage of Atlantic City, including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Courts and its facilities and to determine the standards of service to be offered by court related employees and to direct the activities of court related employees;
 2. To determine the standards of selection of employment and to hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

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3. To suspend, demote, discharge or take other disciplinary action for good just cause according to law;
 4. To maintain the efficiency of its operations;
 5. To exercise complete control and discretion over the organization and administration of the courts and over all terms and conditions of court related personnel;
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not inconsistent with the constitution and laws of New Jersey and of the United States, the rules of the Supreme Court of New Jersey, the directives of the Chief Justice of the Supreme Court of the State of New Jersey, and the directives of the Administrative Director of the Courts.
- C. Nothing contained herein shall be construed to deny or restrict the funding agent of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or Local Laws or Ordinances unless any such action to be taken by the funding agent shall be inconsistent with the constitution of the State of

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New Jersey, the rules of the Supreme Court of the State of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, the directives of the Administrative Director of the Courts, or the directives of the Assignment Judge for the vicinage which includes Atlantic City in which event the provisions of the Constitution, Rules of the Supreme Court, Directives of the Chief Justice, Administrative Director or Assignment Judge shall prevail.

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ARTICLE IX

Savings Clause

- A. If any Article or Section of this Agreement or of any Supplement 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 of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the CITY or the UNION for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice 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 or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

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ATTORNEYS

ARTICLE X

Strikes

The UNION assures and pledges to the CITY that its goals and purposes are such as to condone no strike by public employees, nor work stoppages, slowdown, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey and the UNION will not initiate such activities nor advocate or encourage members of the unit to initiate the same; the UNION will not support anyone acting contrary to this provision.

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ARTICLE XI

Bulletin Board

The employer agrees to provide suitable space for the UNION bulletin board in its place of work. Postings by the UNION on such boards are to be confined to official business of the UNION.

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ARTICLE XII

Union Meetings

Any four (4) members of the UNION who are elected or designated to attend conventions, seminars or similar meetings shall be permitted to attend such functions and shall be granted the necessary time off with 48 hours notice to the employer with pay, provided that the said time off is a reasonable duration as determined by the person in charge of the project and the employer. This right of attendance, moreover, shall be governed by any conditions, restrictions, or limitations contained in the Constitution and By-Laws of the UNION. The CITY agrees that the UNION negotiating committee has the right to attend all sessions without the loss of pay.

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ARTICLE XIII

Temporary Employees

Temporary employees shall be treated as prescribed by Civil Service Regulations.

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ARTICLE XIV

Schedule and Overtime

- A. For all the employees covered by this Agreement, the work week shall continue at 35 hours per week, Monday thru Friday, starting time at 9:00 A.M. to 4:30 P.M. with 1/2 hour for lunch. There shall be no split shifts.
- B. It is understood that those employees who do not normally work Monday thru Friday will continue to work on their designated schedules and days that are in effect at a 40 hour week.
- C. Employees who are required to work beyond 35 hours per week shall be compensated at their straight time rate for hours in excess of the 35, up to 8 hours in one day or 40 hours in a week; all time after 8 hours or after 40 hours shall be at time and one-half (1 1/2).
- D. All hours on a Saturday at time and one-half (1 1/2).
- E. All hours on a Sunday at double time (2).
- F. Overtime for the 6th day shall be at the rate of time and one-half. The 7th day shall be at the rate of double time. If the 7th day worked is a holiday the rate shall be triple time.

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- G. Normal pay for a holiday worked shall be at the rate of double time and one-half.
- H. Employees working on continuous shift operations shall be granted compensatory time off when other employees are granted time off because of emergencies such as snow.
- I. Employees working on continuous shift operations shall receive an additional sixty (\$.60) cents per hour for second (2nd) shift work and eighty (\$.80) cents per hour for third (3rd) shift work.
- J. When authorized by the Department Head, persons working in higher classifications for thirty (30) consecutive days will be paid in the higher classification for the hours in said performance.
- K. All communication employees shall receive applicable benefits due the members of the UNION under this contract.
- L. With respect to judicial employees, work schedules may be changed upon notice to the employees affected and the UNION. Any such changes shall be discussed with the UNION in advance.

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M. To avoid conflicts of interest, judicial employees must receive approval in advance from the Assignment Judge in order to keep or obtain a second job.

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ARTICLE XV

Hospitalization and Health Insurance

A. Employees will continue to receive existing health, hospitalization, eye care, prescription and dental care coverage. The UNION recognizes the CITY's right to select the provider on all health insurance benefits and that there is to be no obligation on the part of the CITY to contribute any amount to the UNION health and welfare plan.

1. Prescription - The CITY will continue to pay the \$1.00 deductible.
2. Orthodontic coverage shall continue to be at 75% with a per person maximum of \$1,200.00.
3. Optical coverage shall continue to provide for:
 - (a) contact lense reimbursement at \$150.00 per pair
 - (b) glasses to be provided at a minimum interval of 18 months by prescription.
 - (c) tinted lenses, including Photosun type will be included.
4. Blue Cross - Blue Shield - Major Medical will continue to provide:
 - (a) diagnostic lab and x-ray benefits will be combined for a limit of \$300.00.

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(b) Family deductible shall be \$100.00. At least one (1) member of the family must reach or exceed this amount in order to effectuate the family deductible. When this occurs, the first member to satisfy the deductible shall recover 80% of the next \$1,500.00 and, then, 100% thereafter. All other family members become eligible for 100% reimbursement once the family deductible has been satisfied.

(c) Co-insurance limit shall be \$1,500.00.

B. Effective as soon as practicable, the CITY shall upgrade the optical and dental coverage to the equivalent of the plan in effect as of October 9, 1986, for the police and fire bargaining units in the CITY.

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ARTICLE XVI

Unpaid Leaves

Section 1. - Reasonable Purpose

- A. Leaves of absence without pay and not to exceed six (6) months, may be granted for reasonable purpose, and such leave shall be extended or renewed for any reasonable period.
- B. Reasonable purpose in each case shall be agreed upon by the UNION and the CITY.

Section 2. - Union Business

Employees hired by the UNION to do work which takes them from their employment with the CITY, shall with the written request UNION, be granted a leave of absence. The leave of absence shall not exceed six (6) months, but it may be renewed or extended for a similar period at any time upon the request of the UNION.

Section 3. - Maternity

Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee. Maternity leaves shall, upon the request of the employee, be extended or renewed for a period not to exceed six (6) months.

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Section 4. - Paternity

Up to thirty (30) days paternity leave shall be allowed to a male employee whose spouse gives birth. If the spouse is also a CITY employee, only one of them shall be entitled to leave under this Section or Section 3 of this Article. Such leave is unpaid.

Section 5. - Education

- A. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence, without pay, which shall not exceed six (6) months, but may be extended or renewed at the request of the employee.
- B. Six (6) months leave of absence with any request extension for educational purposes shall not be provided more than once every three (3) years.
- C. Where possible, employees may be granted leaves of absence for education purposes, not to exceed six (6) months any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability.

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ARTICLE XVII

Paid Leaves

Section 1. - Time Off for Union Activities

The CITY agrees that the UNION negotiating committee has the right to attend all sessions without the loss of pay.

Section 2. - Sick Leave

- A. Any employee contracting or incurring any service or non-service connected sickness or disability who is quarantined by the Health Authorities shall receive sick leave with pay as prescribed in this Article.
- B. Employees shall be eligible for sick leave after thirty (30) days service with the CITY.
- C. Any employee who is employed for at least eighteen (18) months, who contracts a service or non-service connected serious illness or injury, may "borrow" from sick leave not yet earned up to a maximum of fifteen (15) days provided that, should such employee not earn back the amount of time so advanced, the CITY shall have the right to establish a lien on the employees' wages, pension, or pursue other lawful remedies to recover the amount of leave advanced, but

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THE CITY OF NEW JERSEY
OFFICE OF THE CLERK

Section 3. - Accumulation of Sick Leave and Termination Leave

- A. Employees shall be granted one and one-quarter (1 1/4) days of sick leave for each month of service. Any days used shall be deducted from this sick leave bank.
- B. An employee may be required by the CITY to produce a doctor's certificate after five (5) consecutive days of sickness or disability, or a pattern of abuse.

Section 4. - Accumulation of Sick Leave

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the CITY.

Section 5. - Unused

In the event of death, unused sick leave payment is to be made to the estate of the employee.

Section 6. - Funeral Leave

When a member of the "immediate family" of a UNION member is deceased, that member shall be granted five (5) working days of leave. The "immediate family" shall include: wife, husband, children, parents, grandparents, sisters, brothers, brothers- and sisters-in-law, mother- and father-in-law and common law husbands and wives. For all other relatives, one (1) day of leave to

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attend funeral service shall be provided. Two (2) additional days leave shall be provided if the funeral is out of State and at least 250 miles from the City of Atlantic City.

Section 7. - Civil Service Examination

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System, for which they qualify.

Section 8. - Military Service Leave

Any employee who is a member of a Reserve Force of the United States Army of this State and who is ordered by the appropriate authorities to attend the training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed thirty (30) days.

Section 9. - Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. The difference between their pay and jury pay shall be returned to the CITY.

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6710-1234

Section 10. - Personal Business

Employees may take three (3) personal days per year with pay upon 48 hours notice to their supervisor. If an employee who is hired on or after December 1st cannot, due to pressures of work, utilize his or her full allotment of personal days, then, at the employee's option, he or she may carry his or her days into the first ninety (90) days of the succeeding calendar year only.

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554 PASSAIC AVENUE
MUTLEY NEW JERSEY
8790-1121

ARTICLE XVIII

Vacation

The following shall be the vacation formula:

1st year	12 days
2 to 4 years	15 days
5 to 9 years	18 days
10 to 14 years	21 days
15 to 20 years	25 days
21 years or more	30 days

The above mentioned vacation days are to be earned by the employees and are not to be taken prior to earning same.

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8710-1221

ARTICLE XIX

Holidays

The employees covered by this Agreement shall receive the following thirteen (13) paid holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Martin Luther King Day

If a holiday falls on a Sunday, it will be celebrated on Monday;
if on Saturday, it will be celebrated on Friday.

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8710-4231

ARTICLE XX

Continuation of Benefits Not Covered by this Agreement

- A. All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the CITY'S Charter, Ordinances, Rules and Regulations of the CITY and pertinent Rules and Regulations of the UNION. Any or all present benefits which are enjoyed by employees covered by this Agreement that have not been included in the contract shall be continued.
- B. The CITY agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

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8790-4251

ARTICLE XXI

Seniority

Definition

Seniority means an employee's length of continuous service with the employer since his last date of hire.

Probation Period

New employees shall be added to the seniority list ninety (90) days after their date of hire.

Seniority Lists

Every six (6) months the employer shall make available a seniority list showing the continuous service of each employee.

Break in Continuous Service

If an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record. However, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time list which does not constitute a break in continuous service.

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BOSTON, MASSACHUSETTS
678-1122

Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, within title and department.

Recall

Employees shall be recalled from layoff and according to their seniority, within department and title.

No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled within title and department except when employees are hired with Federal and State funds.

Transfers

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

Employees requesting transfer for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of seniority.

Other

Anything dealing with seniority not in this Article shall be determined by Civil Service Rules and Regulations and New Jersey State Laws governing the subject.

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6740-1231

ARTICLE XXII

Terminal Leave

[Handwritten initials] As of January 1, 1986, the following terminal leave policy will be in effect: *[Handwritten initials]*

B. Upon retirement, all employees shall be entitled to a maximum of 18 months* of terminal leave with full pay excluding:

1. All salary increases during the period.
2. Sick and vacation days cannot be accumulated while on terminal leave.

C. The only benefits that shall continue on terminal leave:

1. Pension contributions.
2. Group insurance.

D. Optional Plan

Lump sum payment of 50% of accrued sick leave with a maximum of \$12,000.00.

*New Employees

Employees hired on or after January 1, 1987 shall only be entitled to a maximum of twelve (12) months terminal leave.

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MUTLEY, NEW JERSEY
8716-1281

ARTICLE XXIII

Educational

Section 1.

The CITY shall reimburse the cost of tuition for the employees who enroll in courses in accredited institutions of higher learning provided that:

- A. The course, credit and non-credit, in which they enroll bears a reasonable relationship to their present work assignment.
- B. Prior approval to take such courses is secured in writing from the employee's Director, which approval the CITY shall not unreasonably withhold.
- C. The rate of reimbursement, at a graduate or undergraduate level shall be equal to the per credit course now in effect at Rutgers, the State University.
- D. The rate of reimbursement for non-credit courses shall be the full cost of tuition.
- E. The number of credits per year for which an employee shall be reimbursed shall not exceed twenty (20). Said reimbursement shall be paid to the employee within sixty (60) days after completion of the course or module.
- F. All non-related courses mandated by an institution as a requisite for a degree or certificate shall be eligible for educational increments.

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9710-1231

Section 2.

Effective January 1, 1984, when the CITY mandates that an employee must attend a job related course or school, all expenses including travel, lodging and tuition must be paid in advance by the CITY.

Section 3.

Effective January 1, 1984, any employee who completes his/her degree from an accredited college while employed by the CITY shall receive a one-time salary bonus upon submitting adequate proof of receiving said degree as follows:

Associate Degree	\$ 250.00
Bachelor's Degree	500.00
Masters Degree	750.00
Doctorate Degree	1,000.00

Section 4.

There shall be no retroactive application of this Article.

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8790-4821

ARTICLE XXIV

Mileage Reimbursement and Motor Pool

All employees required to use their personal vehicles in the performance of their duties will receive payment of twenty-five (\$.25) cents per mile. Employees required to use public transportation in the performance of their duties shall be compensated for their expenditures.

A Motor Pool shall be implemented by the CITY on or before December 31, 1983.

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MUTLEY NEW JERSEY
201-984-1231

ARTICLE XXV

Call in Pay

Call in pay shall be a minimum of four (4) hours pay.

ARON SALSBERG
& ROSEN

COUNSELLORS AT LAW
604 PASSAIC AVENUE
MUTLEY NEW JERSEY
6740-1231

ARTICLE XXVI

Clothing

- A. Work clothing shall be issued on the same basis as other non-uniform positions within the CITY.
- B. All inspectors in the Bureau of Investigation and Inspection shall be provided uniforms.
- C. The clothing allowance shall be supplied during the first week of November in each year of the Agreement. Said allowance shall be prorated depending upon actual service during the calendar year.
- D. The clothing allowance shall be increased by \$50 in 1986 and an additional \$50 in 1987 to a total of \$300 in 1986 and \$350 in 1987.

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884 PASSAIC AVENUE
MUTLEY NEW JERSEY
9790-1231

ARTICLE XXVII

Position Inequities Committee

A committee of labor and management shall meet by mutual agreement as needed to discuss possible position inequities. If the committee fails to resolve any disputes, the matter shall be remanded to arbitration as provided by the grievance procedure.

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664 PASSAIC AVENUE
MUTLEY NEW JERSEY
6710-1131



ARTICLE XXVIII

Longevity

A longevity payment shall be added to the regular salary of all eligible employees to be paid as part of the regular pay in each pay period. It shall be computed each year for full years of continuous service completed by November 30 of that year in accordance with the following schedule:

5 to 9 years	2% of annual salary
10 to 14 years	4% of annual salary
15 to 19 years	6% of annual salary
20 to 24 years	8% of annual salary
25 years and over	10% of annual salary

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400 PASSAIC AVENUE
MUTLEY NEW JERSEY
6710-1231

ARTICLE XXIX

Salary

- A. Effective January 1, 1986, employees shall receive an increase in base salary of \$1,500.00.
- B. Effective January 1, 1987, employees shall receive an increase in base salary of \$1,400.00.
- C. Effective January 1, 1988, employees shall receive an increase in base salary of \$1,200.00.
- D. These increases will only be applicable to those employees currently employed and employed as the date of said increases.
- E. Building inspectors who have not achieved all necessary licenses and certificates required by the CITY and the State, prior to employment in their positions requiring same, shall, in addition to the base annual increase in salary, as aforementioned, receive a 5% increase in the annual base salary, upon achievement of said necessary licenses and certificates. This shall occur on a one-time basis only; any employee who has already received said 5% increase shall not receive an additional increase.

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COUNSELLORS AT LAW
484 PASSAIC AVENUE
MUTLEY, NEW JERSEY
6716-1231

F. In the event the Blue Collar Union negotiates an increase in 1988 greater than \$1,200.00 per year, the CITY agrees to reopen negotiations with the Teamster Union, only for the purpose of the salaries of members of this bargaining unit.

ARON SALSBERG
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484 PASSAIC AVENUE
MUTLEY NEW JERSEY
97116-1231

ARTICLE XXX

Physical Examinations of Employees

- A. Any results of employee physical examinations shall be kept confidential.
- B. Any employee undergoing rehabilitation as a result of said examinations may use his or her accumulated time (personal leave, sick leave, vacation time and compensatory time), and then be placed on unpaid medical leave.

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484 PASSAIC AVENUE
MUTLEY NEW JERSEY
8740-4221

ARTICLE XXXI

Promotions

Any employee who is promoted shall receive a minimum five hundred (\$500.00) dollar increase in base pay upon initial promotions.

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ARTICLE XXXII

Payroll Deduction

In the event the UNION establishes or obtains an optional employee-paid disability plan and requests the CITY to provide for payroll deduction of same, the CITY agrees to do so, provided that the UNION provides to the CITY the necessary authorization forms, and holds the CITY harmless from all forms of liability whatsoever as a result of such deductions. In addition, the UNION agrees to pay all administrative expense in connection with said deductions.

TON. SALSBERG
& ROSEN
UNBELLORS AT LAW
74 PASSAIC AVENUE
LITTLE ROCK, NEW JERSEY
07110-1231

ARTICLE XXXIII

Duration

- A. This Agreement shall be effective on the first day of January 1986 and shall remain in full force and effect until the 31st day of December 1988. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date.
- B. It is mutually agreed between the parties that a contract which is now in effect, containing all of its provisions, benefits and salary schedules, shall be binding on any new employer whether the employer be private, public, or any combination of the two. The rights of the individual employee shall remain in full force and effect, incorporating their Civil Service status, seniority, longevity and any other job rights that they now enjoy. The contract will remain in full force and effect, including this clause, and shall continue even if the contracts expire and until a new agreement is reached.

ARON, SALSBERG
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484 BASSAC AVENUE
MANTOLINGUE, NEW JERSEY
07040

C. IN WITNESS WHEREOF, the CITY has caused this contract to be signed by its Mayor and attested by its City Clerk and the Seal of the CITY to be hereunto affixed and the UNION has caused these presents to be signed by its President and attested by its Secretary the day and year first above written.

CITY OF ATLANTIC CITY

ATTEST:

By: *James H. Murray*

Mayor

Raymond L. [Signature]

City Clerk

LOCAL NO. 331, International
Brotherhood of Teamsters

ATTEST:

By: *Jack [Signature]*

Aravanna Allen
Secretary

ARON SALSBERG
& ROSEN
COUNSELLORS AT LAW
100 PEARSON BUILDING
MUTLEY, NEW JERSEY

ADDENDUM TO LABOR AGREEMENT
BETWEEN TEAMSTER LOCAL #331
AND THE CITY OF ATLANTIC CITY

BOTH PARTIES AGREE THAT THE TWO (2) ADDITIONAL PERSONAL DAYS
NEGOTIATED BY THE PARTIES MAY BE CARRIED INTO THE YEAR 1987.
HOWEVER, THAT SUCH DAYS MUST BE UTILIZED PRIOR TO MARCH 1,
1987.

IT IS UNDERSTOOD AND AGREED THAT THE ABOVE PROVISION IS ON
A ONE TIME ONLY BASIS AND SHALL NOT BE EFFECTIVE FROM YEAR
TO YEAR.

FOR THE CITY

James B. [Signature] DATE 11/15/86
James B. [Signature] DATE 11/24/86

FOR THE UNION

Ansawanna Allen DATE 11/19/86
Jack [Signature] DATE 11/19/86

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS

LOCAL UNION 331

Affiliated with International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America



JACK MILLER
President & Principle Officer

GORDON RICKETTS
Vice President

GEORGE BUTLER
Secretary Treasurer

HARRY WILLIAMSON
Recording Secretary

HEADQUARTERS: FIVE EAST WASHINGTON AVENUE
PLEASANTVILLE, NJ 08232

TRUSTEES
EDWARD KOLEN
ANTHONY MORRISON
ROBERT REYNOLDS

M E M O R A N D U M O F A G R E E M E N T

THIS AGREEMENT IS MADE THIS 9th day of OCTOBER, 1986
BY AND BETWEEN TEAMSTERS LOCAL 331 NEGOTIATING COMMITTEE AND THE
CITY OF ATLANTIC CITY NEGOTIATING COMMITTEE, AND IS SUBJECT TO
RATIFICATION BY THE UNION MEMBERSHIP AND APPROVAL OF THE BUSINESS
ADMINISTRATOR AND COUNCIL OF THE CITY:

- 1) BOTH PARTIES AGREE TO RECOMMEND THIS SETTLEMENT TO THEIR PRINCIPALS.
- 2) ALL ITEM NOT AGREED ARE WITHDRAWN.
- 3) THE DRAFT AGREEMENT COVERING 1983 - 1985 SHALL BE INCORPORATED AS THE NEW AGREEMENT UNCHANGED EXCEPT AS CHANGED HEREIN AND APPROPRIATE DATE CHANGES.
- 4) A THREE (3) YEAR AGREEMENT, COVERING JANUARY 1, 1986 through DECEMBER 31, 1988.
- 5) GRIEVANCE PROCEDURE TO BE REWRITTEN TO INCORPORATE THE FOLLOWING:
 - a) A step to be added for Personnel Director.
 - b) Chief Steward to be involed at second (2nd) step; Union Business Agent to be involved at third (3rd) step.
 - c) Two (2) day suspension language to be removed.
 - d) Union may elect to pursue either civil service remedy or arbitration. Non-union matters subject to civil service shall take place less than ninety (90) days after final decision of Business Administrator.
 - e) Time for filing to be five (5) days from occurrence.
 - f) Thirty (30) days to file for arbitration after Personnel Director's step.

- 6) A HOLD HARMLESS CLAUSE TO BE ADDED TO CHECK-OFF CLAUSE.
- 7) ARTICLE XIII TO BE DELETED AND REPLACED WITH: "TEMPORARY EMPLOYEES SHALL BE TREATED AS PRESCRIBED BY CIVIL SERVICE REGULATIONS".
- 8) ARTICLE XIV TO BE REWRITTEN SO EMPLOYEES SHALL NOT BE ENTITLED TO "OUT OF TITLE" PAY UNTIL THEY HAVE WORKED IN THE HIGHER POSITION FOR THIRTY (30) CONSECUTIVE DAYS.
- 9) ARTICLE XVI, SECTIONS 2, 3 and 4 TO BE CHANGED FROM TWELVE (12) MONTHS TO SIX (6).
- 10) ARTICLE XVII 2(a) TO BE DELETED AND REPLACE AS FOLLOWS:
Any employee contracting or incurring any service or non-service connected sickness or disability, who is quarantined by the Health Authorities shall receive sick leave with pay as prescribed in this article.
- 11) ~~ARTICLE XVII SECTION 3 TITLE TO BE CHANGED AS FOLLOWS:
"ASSIMILATION OF SICK LEAVE AND TERMINAL LEAVE"~~
- 12) ARTICLE XXX TO BE CHANGED TO REFLECT THAT LICENSE FEE SHALL BE PAID ONLY FOR REQUIRED LICENSES OBTAINED AFTER EMPLOYMENT BY THE CITY.
- 13) A NEW ARTICLE TO BE ADDED FOR MUNICIPAL COURT EMPLOYEES WHICH SHALL CONFORM TO THE TEAMSTERS AGREEMENT WITH THE COUNTY OF ATLANTIC.
- 14) ~~ARTICLE XXII TO BE CHANGED TO REFLECT THAT EMPLOYEES HIRED AFTER JANUARY 1, 1987 SHALL HAVE A MAXIMUM ACCUMULATION OF TERMINAL LEAVE OF TWELVE (12) MONTHS.~~
- 15) A NEW ARTICLE TO BE ADDED TITLED "PHYSICAL EXAMINATIONS OF EMPLOYEES", AS FOLLOWS:
Any results of employees physical examinations shall be kept confidential. Any employee undergoing rehabilitation as a result of said examinations may use their accumulated time (personal leave, sick leave, vacation time and compensatory time), and then be place on unpaid medical leave.
- 16) PERSONAL DAYS TO BE INCREASED FROM ONE (1) TO THREE (3) EFFECTIVE JANUARY 1, 1986. IF AN EMPLOYEE WHO IS HIRED ON OR AFTER DECEMBER 1st CAN NOT, DUE TO PRESSURES OF WORK, UTILIZE HIS OR HER FULL AMOUNT OF PERSONAL DAYS, THEN AT THE EMPLOYEES OPTION HE OR SHE MAY CARRY HIS OR HER DAYS INTO THE FIRST NINETY (90) DAYS OF THE SUCCEEDING CALENDAR YEAR ONLY.

- 17) FUNERAL LEAVE TO BE CHANGED TO ALLOW TWO (2) ADDITIONAL DAYS FOR ATTENDANCE AT FUNERAL IF THE FUNERAL IS OUT OF STATE AND AT LEAST 250 MILES FROM THE CITY OF ATLANTIC CITY.
- 18) EMPLOYEES WHO ARE PROMOTED SHALL RECEIVE A MINIMUM FIVE-HUNDRED (\$500) DOLLAR INCREASE IN BASE PAY UPON INITIAL PROMOTION.
- 19) UNIFORM ALLOWANCE TO BE INCREASED TO BE EQUIVALENT TO BLUE COLLAR UNION.
- 20) UP TO THIRTY (30) DAY PATERNITY LEAVE SHALL BE ALLOWED TO A MALE EMPLOYEE WHOSE SPOUSE GIVES BIRTH. IF SPOUSE IS ALSO EMPLOYED BY CITY, ONLY ONE (1) SHALL BE ENTITLED TO SUCH LEAVE. (EITHER MATERNITY OR PATERNITY) LEAVE IS UNPAID.
- 21) AS SOON AS PRACTICABLE AFTER SIGNING OF THE NEW AGREEMENT, THE CITY SHALL ADJUST THE DENTAL AND OPTICAL TO BE EQUIVALENT ~~TO THE PRESENT FIRE AND POLICE PLANS.~~
- 22) ~~EMPLOYEES WHO HAVE NOT EARNED ACCUMULATED SICK TIME CAN BORROW UP TO FIFTEEN (15) DAYS OF UNEARNED SICK TIME~~ WITH THE SAME PROVISOS AS THE SUPERVISORS, RESPECTING, PAYING BACK, LENGTH OF SERVICE, ETC.
- 23) CITY AGREES TO PROVIDE PAYROLL DEDUCTION FOR AN OPTIONAL DISABILITY PLAN IF UNION REQUESTS SAME. UNION AGREES TO PROVIDE THE NECESSARY AUTHORIZATION FORMS AND AGREES TO HOLD CITY HARMLESS AND TO PAY ALL ADMINISTRATIVE EXPENSES IN CONNECTION WITH SAID DEDUCTION. IT IS UNDERSTOOD THAT ANY SUCH PLAN WILL BE PAID FOR BY THE EMPLOYEES AND NOT THE CITY.
- 24) SALARIES SHALL BE INCREASED IN ACCORDANCE WITH PRIOR PRACTICES AS FOLLOWS:

Effective January 1, 1986	-	\$1500.00
Effective January 1, 1987	-	\$1400.00
Effective January 1, 1988	-	\$1200.00

IN THE EVENT THE BLUE COLLAR UNION NEGOTIATES AN INCREASE IN 1988 GREATER THAN \$1200.00, THE CITY AGREES TO REOPEN NEGOTIATIONS WITH THE TEAMSTERS FOR THE PURPOSE OF SALARIES ONLY.

25) THIS AGREEMENT IS SEPARATE AND APART FROM THE NEGOTIATIONS OCCURRING REGARDING LAYOFFS. ANY ADJUSTMENTS WHICH MAY BE MADE WITH RESPECT TO THE LAYOFFS WILL BE BY SEPARATE AGREEMENT, IF ANY.

FOR THE CITY

Richard Salsberg, Esq.

Ralph Head

FOR THE UNION

Jack Miller, President

W.E. Keels

Anna M. Friel

Marion J. Ramp

Arrawanna Allen

M. Salahuddin

Dated: October 9, 1986

Witness: Joel Weinblatt

For the City

[Signature]

Edith Reed

For the U.S.A.

Jack Miller, President

W. E. [Signature]

Anna M. Friel

Marion J. Ramp

Arvanna Allen

M. [Signature]

Dated Oct 9, 1986

Witness

W. E.

John M. [Signature]