

3-0401

11-11

AGREEMENT

Between

THE CITY OF TRENTON

MERCER COUNTY, NEW JERSEY

end



and



THIS BOOK DOES NOT CIRCULATE

LOCAL No. 2281, Trenton Supervisors

American Federation of State, County, and

Municipal Employees, AFL-CIO

1977 - 1978

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THIS AGREEMENT, made this 7th day
of April, 1977, by and between:

CITY OF TRENTON, a municipality in
the County of Mercer, State of New
Jersey, hereinafter referred to as "the
City",

and:

LOCAL 2281, AMERICAN
FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,
AFL-CIO, hereinafter referred to as the
"Union".

WITNESSETH:

WHEREAS, the parties hereto have
carried on collective bargaining negotiations
for the purpose of establishing conditions
under which employees shall be employed to
work for the City, and procedures for the
presentation and resolution of grievances
and to establish proper working conditions,
and other conditions of employment hereby
insuring harmonious relations, cooperation
and understanding between the City
(Employer) and the Union.

WHEREAS, the parties recognize that

this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the City of Trenton; and,

WHEREAS, it is in the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the City and to provide an orderly and prompt method of handling and processing grievances;

NOW THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Union as follows:

ARTICLE I RECOGNITION

Section 1.01

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and

other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include.

Section 1.02

Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments provided, however, that no more than eight (8) employees shall be excused for any bargaining session.

Section 1.03

The City and the Union shall meet periodically for the purpose of reviewing the administration of the agreement and to discuss problems which may arise therefrom. Either party may request such a meeting and shall submit a written agenda of topics to be discussed at least one week prior to such meeting. If such meetings are held during normal work hours, the Union representatives shall be granted time off to attend without loss of pay.

ARTICLE II DEDUCTION OF DUES

Section 2.01

The City agrees to deduct Union dues, through a Union checkoff system, from the pay of the Union members, and to remit such deductions to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing thirty (30) days prior to any change in such dues. The Union agrees to file a dues deduction authorization form with the City for each employee, prior to such deductions. The Union recognizes that this authorization form shall remain in effect unless terminated by the employee upon written notice of withdrawal or by termination of their employment. The filing or withdrawal must be submitted during the period of January 1 through January 15 for the withdrawal to be effective.

Section 2.02

The employer agrees that it will reimburse the Union in monies for any dues not deducted from the employee's check, unless such notice of withdrawal is received or said employee is terminated from the Employer's service.

Section 2.03

The Employer agrees to provide the Union with the names, titles, and work locations of any employees entering the bargaining unit, whether through promotion or through being newly hired.

ARTICLE III MANAGEMENT RIGHTS

Section 3.01

The employees recognize that areas of responsibility must be reserved to the City to serve the public effectively. Therefore, the right to manage the affairs of the City and to direct the working forces and operations of the City, subject to the limitations of this Agreement, is vested and retained by the City, exclusively.

Section 3.02

The management and the conduct of the business of the City and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the limitations of this Agreement, to hire employees, to designate into a job classification, assign, transfer, and promote them, discipline or discharge them for cause, and in general to maintain discipline, order and efficiency consistent

with the Rules and Regulations of the Civil Service Commission.

ARTICLE IV GRIEVANCE PROCEDURE

Section 4.01

Any grievance or dispute which may arise between the parties including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

STEP 1.

The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. The discussion and resolution of grievances at the first step shall be on an oral and informal basis. The employee's supervisor shall attempt to adjust the matter and shall respond to the Steward within two (2) working days.

STEP 2.

If the grievance has not been settled it shall be presented in writing by the Union Steward within three (3) working days of the disposition by the employee's immediate supervisor to the Division

Director or equivalent. The Division Director shall investigate the grievance and shall dispose of it within three (3) working days. If the employee or Union Steward does not receive a written reply within this three (3) working days or if he is not satisfied with the disposition of his grievance, he shall continue on to step three.

STEP 3.

If the grievance shall remain unadjusted, it shall be presented by the Union President or his representative to the Department Director, in writing, within five (5) working days after the response of the Division Director is due. The Department Director shall respond to the Union President or his representative within five (5) working days after the receipt of the grievance.

STEP 4.

If the grievance is still unadjusted, or the Union and employee is not satisfied with the disposition of his grievance, he shall within three (3) working days of receipt of the Department Director's response present his grievance in writing to the Assistant Business Administrator requesting that a Grievance Committee be

formed. Within five (5) working days of receipt of request the Assistant Business Administrator shall call the Grievance Committee into session. The Procedures as herein before stated shall be followed before a grievance can be submitted to the Grievance Committee. All grievances are required to be submitted in writing on the appropriate forms agreed to by Employer and Union and supplied by the Department of Administration.

4A. Grievance Committee - Procedures

The Grievance Committee shall meet immediately upon being called into session and shall promptly consider, review and determine such grievance and render a report of their findings to all parties concerned within five (5) working days from the date of the last meeting or session.

4B. Grievance Committee - Members

Authority is hereby given to establish a Grievance Committee consisting of three members. One member shall be appointed by the Business Administrator, one member selected by the complainant and/or Union and these two members shall select the third member from an already established list agreed to by the

Employer and Union. The Assistant Business Administrator acting as Personnel Officer, shall serve as Secretary to the Grievance Committee. He shall be responsible for notifying members of meeting dates and for supplying secretarial assistance to the Committee.

4C. Powers and Duties

The Grievance Committee is empowered to receive, investigate, adjust, and adjudicate grievances, as herein defined, submitted to it in accordance with the procedures subsequently set forth. The jurisdiction of the Committee is limited to grievances of City employees. The Committee shall promptly consider all grievances properly presented to it and take such necessary action as is required. The merits of all grievances shall be considered objectively, with due consideration to the harmonious interrelationship that is sought to be achieved among employees of the City and for the best interest of the public. The Committee at its discretion may conduct an informal hearing, request individuals to appear at such informal hearing and give testimony, and establish rules for the conduct of its proceedings and hearings, not inconsistent with the

provisions set forth. The Committee shall make a determination of the grievances and, shall reduce the same to a written decision, which shall be forwarded to the Business Administrator with copies being sent to all parties concerned. The Business Administrator shall review the report of the Grievance Committee for conformance to City Ordinance, State Law, and established City policy, and shall submit a *report regarding any such nonconformance* to the Grievance Committee, the Department Director, and the aggrieved employee within ten (10) working days from the date of his receipt of the Committee's decision.

4D. Meetings

A suitable place for the Grievance Committee shall be provided by the Assistant Business Administrator.

4E. Appearance at Meeting

An employee and/or authorized representative will be allowed such time off from his or her regular duties as may be deemed necessary and reasonable for the process of a grievance without loss of pay or other time credits.

4F. Right of Appeal

Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey. Nothing herein shall prevent an employee from processing his own grievance, provided the Grievance Committee may be present.

4G.

Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

STEP 5. Arbitration

If the grievance is still unsettled, either party (Employer or Union) may, within ten (10) working days after the reply of the Business Administrator is due, by written notice to the other, request arbitration. The employer and the Union agree to grant the request of the other Party for meetings to discuss the grievance pending at Steps 2, 3, 4, or 5 above.

5A.

Within seven (7) days following

presentation of such request, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:11-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

5B.

The decisions of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

5C.

The decisions of the Arbitrator shall be final and binding on the Union and the Employer.

5D.

In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may

make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until only one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

5E.

Nothing herein contained shall subject the matters of established wages, hours, other fiscal benefits, or Union recognition to arbitration, it being the specific intention that the within Article IV relating to grievance procedures shall apply only to the settlement of disputes, differences, or grievances between the Employer and any employee or between the Employer and the Union as set forth in Steps 2, 3, or 4 above.

5F.

The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer

with other Union representatives, employees and with Employer representatives regarding matters of employee representation during working hours without loss of pay.

ARTICLE V UNION STEWARD AND REPRESENTATION

Section 5.01

The employer recognizes and shall deal with the accredited Union Steward and/or Union President or his designated representative in all matters relating to grievances and interpretation of this Agreement.

A written list of the Union Officials and Stewards shall be furnished to the employer immediately after their designation and the Union shall notify the employer promptly of any changes of such Union Stewards or Officers.

The Union President, (or in his absence or unavailability, his designee, who shall be a member of the Executive Board of Local 2281), shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to conduct Union business relating to grievances or the interpretation of this agreement.

No Union officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

Section 5.02

Representatives of the Union, who are not employees of the employer, shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the employer as authorized spokesmen for the Union in meetings between the parties regarding employee representation.

Section 5.03

Any notice of disciplinary action in which the hearing may result in suspension of more than 5 days, demotion, or termination must be served on the employee no less than 15 days prior to the date of the hearing. Any notice with an intended suspension of 5 days or less must be served on the employee after the three day cooling off period and no less than 3 days prior to the date of the hearing. A copy of the preliminary notice of disciplinary action must be sent to the Union simultaneously.

The hearing officer shall be the Director

of the Department in which the employee works, unless that Director disqualifies himself for reasons of conflict. It shall be the role of the hearing officer to control and direct all hearings in an orderly fashion.

The employee is entitled to have a Union representative at the hearing who may speak in his/her behalf. The employee is not required to be a witness in his/her own defense, but if he/she does testify or speak in his/her own behalf, such testimony shall be subject to cross-examination.

Hearings shall be conducted in the following manner:

1. The hearing officer shall identify all parties present and read the charges and specifications for which the hearing is being held.
2. The supervisor presenting the charges which may be the Department Director, shall give his/her case first, including the presentation of witnesses, explaining the charges, and presenting relevant facts, etc.
3. The employee or his/her representative may cross-examine.
4. The employee or his/her representative

shall present his/her case, including the presentation of witnesses, defense against the charges, presenting relevant facts, etc.

5. The supervisor may cross-examine.
6. The supervisor presents summary and rebuttal.
7. The employee or his/her representative presents summary and rebuttal.

Only those persons with legitimate roles in the hearing may participate; the hearing officer may rule as out of order any question posed by either side which the hearing officer deems to be irrelevant to the subject of the hearing. The hearing officer may question any of the participants in the hearing at any time.

Section 5.04

In any disciplinary action in which the employee appeals the decision on the grounds that the hearing officer was in conflict of interest and that the decision of the hearing officer was improper, the employee may request that the discipline be stayed pending the outcome of the appeal. Such request may only be made in cases of dismissal. Such appeal shall be handled in an

expeditious manner.

ARTICLE VI DISCRIMINATION

Section 6.01

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or union membership. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE VII EMPLOYMENT SECURITY

Section 7.01

Neither the Employer nor its agents shall take any summary disciplinary action against any employee, except where the employee refused to act upon a direct working order especially in cases where that employee's supervisor's ability to carry out his job is severely questioned or endangered or except

where violence and/or health and safety of himself or other employees may be involved.

Section 7.02

There shall be a three (3) working day "cooling-off" period following the incident which may require disciplinary action, after which time the Employer shall serve on the employee and/or Union a written notice of the intended disciplinary action and set the date of the hearing notifying the employee and Union of the time and place.

Section 7.03

If after the hearing and disciplinary action is taken, then the employee and/or Union shall be able to invoke the approved Grievance Procedure, at the fourth (4) step level.

This shall in no way be construed to include the termination of a temporary or provisional employee with no permanent status.

ARTICLE VIII SENIORITY

Section 8.01

Seniority standing shall be granted to all employees.

Section 8.02

Employment seniority shall consist of continuous employment with the Employer, City of Trenton.

Section 8.03

Position or title classification seniority begins from the time the employee is certified to that Civil Service position or title by the Civil Service Commission.

Section 8.04

Notice of all vacancies shall be posted on all employee bulletin boards for a period of five (5) working days. Newly created positions or vacancies are to be posted in the following manner: the type of work, place of work, rate of pay, hours of work, and classification.

Section 8.05

Seniority lists shall be brought up to date on July 1 and January 1 of each year and posted on employee bulletin boards. Such lists shall contain dates of hire, employee's classification and the number of vacation and sick days earned. A copy of all seniority lists shall be sent by mail to the Secretary or President of the Union.

Section 8.06

In filling temporary vacancies in higher titles, the employer shall first consider employees in the next lower title within the work unit. If the employees possess the necessary skills and requirements of the position, appointment to the higher title shall be based upon seniority. If employees in the next lower title do not possess the necessary skills, or otherwise meet the requirements of the position, the employer shall consider other employees in the work unit who might meet the requirements of the position before filling the position with someone not normally in that work unit.

The principle of seniority shall govern and control in all cases of decreases or increases of the working force, as well as preference in assignment to shift work, choice of vacation period, and in any other matter in which preference is a factor.

Section 8.07

Employees temporarily assigned to higher titles will receive the pay of the higher title for all days so assigned when such assignment takes place over a period of two or more consecutive work days. Employees temporarily assigned to higher titles for single days will not receive pay of the higher title.

Assignment to a higher title can only be made with the approval of the Department Director and the Business Administrator.

Section 8.08

All permanent City employees shall be given a forty-five (45) day written notice prior to lay-offs.

All temporary or provisional employees financed through local tax dollars shall be given at least thirty (30) day written notice prior to lay-offs.

While the City shall make every effort to notify all temporary or provisional employees financed through State and Federal grants at least thirty (30) days prior to lay-offs, it is understood that circumstances may not always allow such advance notice.

When an employee is recalled from lay-off and reinstated, he is considered to have continuous service credit for computation of future earned vacations longevity, and sick time; except that the calculation of the total period of continuous service does not include the length of the period of the lay-off.

ARTICLE IX WORK SCHEDULES

Section 9.01

The work week shall consist of five (5) consecutive days, Monday through Friday, except for employees in continuing operations. The regular starting time of work will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs of same with the representative of the Union. The Employer agrees that there shall be a fifteen (15) minute break during each one-half shift as long as it does not interfere with the efficiency of the operation of the job.

ARTICLE X OVERTIME

Section 10.01

Overtime shall be assigned and paid according to the provisions of Sections 9.200-8 of the City of Trenton Personnel Handbook. Specifically, there shall be three categories of overtime compensation: compensatory time, cash payment, or a combination of compensatory time and cash payment. These three categories are set forth in Section 9.208.

Section 10.02

Employees who are required to work in

excess of their normal work day or work week shall be granted compensatory time off on a straight hour for hour basis for any hours or parts of hours worked in excess of the number of hours an employee is required to be on duty in any work week.

No employee shall be entitled to be granted compensatory time unless such time is ordered, authorized or approved by his Department Director; such order, authorization, or approval is to be recorded and maintained with the records of his Department in form to be determined by the Department Director involved and approved by the Business Administrator.

Section 10.03

Compensatory time off may be scheduled at the employee's convenience with the prior approval of the appropriate supervisor. The Department Director, however, by reason of variation in the pressure of municipal business, reserves the right to require an employee to take compensatory time off.

Any or all accumulated compensatory time shall be payable on an hour for hour basis upon separation or to his/her estate upon death.

ARTICLE XI WORK RULES

Section 11.01

The employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

Section 11.02

Any new rules or modification of existing rules governing working conditions shall first be negotiated with the Union.

ARTICLE XII SAFETY AND HEALTH

Section 12.01

The Employer shall at all times maintain safe and healthful working conditions. The Employer and the Union shall designate a Safety Committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. Corrective action will be initiated within 45 days of identification of the condition and such corrections shall take place in as expeditious a manner as possible. The Safety Committee shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The Safety Committee member representing the Union shall be permitted reasonable opportunity to

visit work locations throughout the employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

Section 12.02

The City shall attempt to insure that all physical exams where appropriate given to new employees are thorough; that time test and x-ray examinations and other health tests were possible shall be made available. Particular attention shall be given to those employees engaged in high risk jobs.

Section 12.03

For on the job injuries involving loss of work time, the City will cover the difference between the temporary payable pursuant to the schedule of payments by the compensation insurance company under the Workmen's compensation law and full salary for not more than a one (1) year period. Loss of time due to work injuries, confirmed by the treating physician, shall not be charged against sick leave or vacation time. Loss of time greater than one (1) year will be at the applicable temporary compensation rate. Employees, at that time, still have the option of use of accrued sick and vacation time on a full or pro-rated basis. Lost time less than one (1) week

(seven days, including Saturday and Sunday) does not qualify for temporary compensation. However, the City will pay full wages during this term as part of the one (1) year period.

Section 12.04

The employer agrees to provide adequate air conditioning or ventilation for all offices in the summer. If the air conditioning fails to operate, with no chance of being fixed, and the inside temperature rises higher than 85 degrees, the employees assigned to the affected office(s) will be relocated to other offices, assigned to those duties which they may perform out of the office, or shall be reassigned to other offices.

The employer agrees to provide heat in the winter and if the heating system fails to work and the temperature within an office falls below 60 degrees, the employees of the affected office will be relocated, assigned to duties which may be performed outside the office, or be reassigned to other offices.

Employees who cannot be relocated or assigned to duties appropriate to their titles in other departments or divisions may be released for the day, with pay.

ARTICLE XIII CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 13.01

The classifications for employees covered by this Agreement are attached hereto as Appendix A, and by reference are made a part of this Agreement.

Section 13.02

If, during the term of the Agreement, the Employer finds that new job descriptions and/or classifications should be established or that changes should be made in existing job descriptions and/or classifications, the Employer agrees to notify the Union at least thirty (30) days prior to any such changes and further, the Employer agrees to meet prior to any such changes with representatives of the Union to discuss the purposes and effects of any such changes in job description and/or classifications.

ARTICLE XIV SICK LEAVE

Section 14.01

Sick leave shall mean the absence of an employee because of illness, exposure to contagious disease, attendance upon a member of his immediate family who is seriously ill and requires the care or attendance of such employee.

Section 14.02

The employer shall grant the following sick leave:

(a) Up to one (1) year of service – One (1) working day for each month

(b) After one (1) full year of service – Fifteen (15) days per year

Section 14.03

After the first full year of service, the sick days shall be distributed on January 1. The employee shall accumulate sick days from year to year indefinitely. Any employee who shall be absent on sick leave after five or more consecutive working days shall be required to submit medical evidence substantiating the illness.

Employees, if absent for reasons that entitle them to sick leave, shall notify their department head, written a reasonable time, of the working day they are reporting off.

ARTICLE XV VACATIONS

Section 15.01

The employer shall provide the following vacation schedule for all its employees effective January 1, 1977:

(a) Up to one (1) year of service – One (1) day for each month

(b) After one year through eight years – Twelve (12) working days

(c) After eight years through fifteen years – Fifteen (15) working days

(d) After fifteen years through twenty-two years – Twenty (20) working days

(e) After twenty-two years – Twenty-two (22) working days

Section 15.02

The employer also agrees to allow the employee to accumulate no more than two years of vacation time. Anything over the two years of accumulation must be approved in writing by the Business Administrator.

Section 15.03

After the first two full calendar years of service, vacations shall be distributed to the employee on January 1. If the employee resigns or terminates after taking vacation in advance of being earned, the employer has the right by law to hold back pay equal to the amount due.

Vacation shall be granted in accordance with the seniority provisions of this Agreement.

Section 15.04

In instances where an employee is absent

from work because of illness and has exhausted his available sick leave credits, he may request that any vacation leave which he has available be converted to sick leave. The employer agrees to convert vacation leave to sick leave upon request regardless of any other previously scheduled vacation which may be pending.

Employees shall have the right to refuse to have their vacation leave converted to sick leave by so notifying the employer and no such vacation leave shall be converted to sick leave unless so requested by the employee.

Section 15.05

All employees who retire under the provisions of the New Jersey Public Employees Retirement System shall be paid for unused vacation time which they could have utilized during the year in which they retire.

ARTICLE XVI HOLIDAYS

Section 16.01

The following days shall be recognized and observed as paid holidays in 1977:

1. New Year's Day Friday,
December 31, 1976

2. Lincoln's Birthday Friday,
February 11
3. Washington's Birthday Monday,
February 21
4. Good Friday Friday,
April 8
5. Memorial Day Monday,
May 30
6. Independence Day Monday,
July 4
7. Labor Day Monday,
September 5
8. Columbus Day Monday,
October 10
9. Election Day Tuesday,
November 8
10. Veterans' Day Friday,
November 11
11. Thanksgiving Day Thursday,
November 24
12. Day After Thanksgiving Friday,
November 25
13. Christmas Day Monday,
December 26

The following days shall be recognized and observed as paid holidays in 1978:

1. New Year's Day Monday,
January 2
2. Martin Luther King Day Monday,
January 16

3. President's Day Monday,
February 20
4. Good Friday Friday,
March 24
5. Memorial Day Monday,
May 29
6. Independence Day Tuesday,
July 4
7. Labor Day Monday,
September 4
8. Columbus Day Monday,
October 9
9. Election Day Tuesday,
November 7
10. Veterans' Day Friday,
November 10
11. Thanksgiving Day Thursday,
November 23
12. Day After Thanksgiving Friday,
November 24
13. Christmas Day Monday,
December 25

Section 16.02

Employees in the Department of Public Works who work in continuous operations will receive a compensatory day off in consideration for working on any legal holidays which fall on a Saturday. Employees in the Division of Sanitation in

the Department of Public Works will receive regular payment but will not work.

Section 16.03

Employees who work in continuous operations shall receive all of the above holidays either added to their vacations or as the employee needs them, plus a bonus of five (\$5.00) dollars per day for every holiday worked.

ARTICLE XVII LEAVE WITH PAY FOR OFFICERS

Section 17.01

Leave with pay shall be granted to Union Officers or Delegates to Union Conventions, Institutes, Conferences and Seminars upon written request of the Union for a total not to exceed thirty (30) working days in the calendar year. (This time will not be chargeable).

Section 17.02

Any unused days shall be carried over from year to year.

ARTICLE XVIII LEAVES OF ABSENCE

Section 18.01

Funeral -

Employees shall be granted a leave with pay for a death in their immediate family. Immediate family is defined to include: mother, father, spouse, sister, brother, daughter, son, mother-in-law, father-in-law, grandparents and grandchildren, or any relative of the employee's household. The leave shall be from the date of death to the beginning of the second working day after the date of burial. (This time is not chargeable).

Section 18.02

Employees shall be granted a one day leave with pay for death of the employee's aunt, uncle, sister-in-law, brother-in-law, niece, or nephew. (This time is not chargeable).

Section 18.03

Sick Leave without Pay - Permanent employees may request in writing a leave of absence without pay while temporarily either mentally or physically incapacitated to perform their duties. Such leave shall be granted by the employer for an initial period of six months each, and may be granted for successive periods of six months each, not to exceed a total of two years.

Section 18.04

Union Employment - Upon written notice to the Business Administrator, up to two employees shall be granted a leave of absence without pay for employment with the Union for a period of two years.

Section 18.05

Jury Duty - An employee shall be granted a leave of absence with pay to serve on any jury. No employee shall be required to return any jury fees or compensation received by them for serving on jury duty.

Section 18.06

Military Service - Any employee who is a member of a reserve force of the United States or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity not to exceed thirty (30) days in any calendar year.

Any employee who is drafted into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence without pay for the initial requirement period of military service.

Section 18.07

Employees returning from authorized leaves of absence as set forth above, shall be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee rights.

Section 18.08

A permanent employee while on maternity leave may use earned and accumulated sick leave and an additional nine (9) months leave of absence without pay, when approved in writing by the Employer.

Section 18.09

The Union shall receive a copy of all requests for leaves of absence and any action taken by the employer in regards to the request. A copy shall be sent to the president and/or secretary of the Union.

Section 18.10

A leave of absence without pay may be granted to an employee for up to six (6) months for legitimate personal reasons. Such leave may be extended for an additional six (6) months at the request of the employee.

Section 18.11

Employees returning from authorized

leaves of absence as set forth above, shall be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee rights.

ARTICLE XIX HEALTH AND WELFARE

Section 19.01

The employer agrees to provide fully paid 750 Series Blue Cross and Blue Shield Rider J and major medical coverage, or an amount equivalent for employees choosing the Health Maintenance optional plan.

Section 19.02

The City also agrees to contract for a \$1.25 deductible prescription plan.

ARTICLE XX LONGEVITY

Section 20.01

The Employer shall pay the following longevity plan:

	1977	1978
(a) After five years of service	200	200
(b) After ten years of service	400	400
(c) After fifteen years of service	700	800
(d) After twenty years of service	900	1,000
(e) After twenty-five years of service	1,100	1,200

(f) After thirty years of service	1,300	1,400
(g) For each additional five years of service add	200	200

Section 20.02

Longevity pay will be administered as prescribed in Personnel Memorandum 18, except that the longevity increase in salary as listed in Article XX will be paid by increasing the employee's annual salary level as per the schedule in Article XX during the first pay period after the employee completes five, ten, fifteen, twenty, or twenty-five years of service in 1976. In other words, each employee will receive the amount indicated during the 26 pay periods following the completion of five, ten, fifteen, twenty, twenty-five or more years of service.

ARTICLE XXI PERSONAL LEAVE DAYS

Section 21.01

The Employer agrees to provide four (4) personal leave days per year. Employees shall notify their supervisor in advance of the time when they wish to take their personal leave days. Upon retirement or death, an employee or his/her estate shall be paid for all unused personal leave days which

he/she could have used in the year of retirement.

ARTICLE XXII STRIKES AND OTHER JOB ACTION

Section 22.01

The Union membership recognizes and acknowledges the existing law of the State of New Jersey including Chapter 123 relating to the rights of public employees to strike.

The Union will not authorize or sanction any strike or job action during the term of this Agreement.

ARTICLE XXIII ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL AND RULES AND REGULATIONS

Section 23.01

Notwithstanding anything contained herein to the contrary, the employee hereby recognizes and agrees that the Administrative Code, Personnel Handbook of the Employer and the rules and regulations of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative

as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which event the provisions of this Agreement shall prevail.

ARTICLE XXIV APPLICABLE LAWS

Section 24.01

The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXV GENERAL PROVISIONS

Section 25.01

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 25.02

Bulletin boards shall be made available by the Employer at each of the work locations

for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

Section 25.03

It is understood and agreed that if any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

Section 25.04

It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

ARTICLE XXVI WAGES - PAY SCALES

Section 26.01

All salary ranges of the titles represented by this Union shall be increased by 5.5 percent effective January 1, 1977, and by

5.5 percent effective January 1, 1978. Regular increments shall also be granted during the calendar years 1977 and 1978.

ARTICLE XXVII

Section 27.01

Compensation, to City employees working in areas where use of private cars for properly authorized and verified City business is required by the City, shall be sixteen (16) cents per mile during the life of this Agreement.

Section 27.02

For every increase in the price of gasoline on the open market of ten (10) cents per gallon over the January, 1977, cost as determined through the gasoline price index for unleaded gasoline, the compensation rate shall automatically increase one (1) cent per mile.

Section 27.03

Those employees listed in Section 9.260 of the City of Trenton Personnel Handbook and designated by an asterisk in Appendix A, upon presentation to the Director of Finance of documentation of the employee's automobile insurance policy having liability coverage amounting to at least

\$100,000/300,000 and property damage amounting to \$25,000 shall be reimbursed by the City up to seventy-five (\$75) dollars in 1977 and eighty (\$80) dollars in 1978 toward the cost of such insurance.

Additional employees covered by this agreement shall be added to the list of titles eligible for the insurance allowance upon certification by their Department Director that the employee has been reimbursed for at least 100 miles of travel in each of the previous three months. For purposes of this Section, out of town travel for special reasons shall not be considered to be part of the 100 miles.

ARTICLE XXVII

Section 28.01

The City shall continue to provide job-related training opportunities in order to afford its employees an opportunity to enhance their skills and undertake higher responsibilities. The extent of the training opportunities are, of course, directly related to the availability of funds. When such authorized training occurs during working hours, the employee shall be considered present at his/her assignment.

ARTICLE XXIX TERMINATION

Section 29.01

This agreement shall be effective as of the first day of January, 1977, and shall remain in full force and effect until the 31st of December, 1978. It shall be automatically renewed thereafter unless either party shall notify the other in writing 90 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than 60 days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Section 29.02

The City shall provide 100 copies of the final contract incorporating all changes for 1977 and 1978.

IN WITNESS WHEREOF, the City of Trenton has caused its corporate seal to be affixed hereto and attested by its City Clerk and these presents to be signed by its Mayor, and the Union has caused its proper corporate seal to be hereto affixed the day and year first above written.

Attest:

CITY OF TRENTON

Margaret K. Ture
Margaret Ture,
City Clerk

Arthur J. Holland
Arthur J. Holland,
Mayor

Attest:

LOCAL 2281 AMERICAN
FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

Carl Steger
Carl Steger,
AFL-CIO Representative

Joseph Hornyak
Joseph Hornyak,
President

Edward Campbell
Edward Campbell,
Negotiating Committee

Richard Cubberly
Richard Cubberly,
Vice President

Michael Paul
Michael Paul,
Negotiating Committee

Albert P. Vrancik
Albert P. Vrancik,
Secretary

Joseph F. Peters
Joseph Peters,
Negotiating Committee

Michael Ciaramella
Michael Ciaramella,
Treasurer

Stanley Jedynak, Jr.
Stanley Jedynak, Jr.,
Negotiating Committee

APPENDIX A

Titles Represented by Supervisor's Union 2281

The top range for each title is the 1977 range;
the lower range is the 1978 range.

TITLE	RANGE
Assistant Chief Accountant	\$14,306 - 18,590 15,095 - 19,613
*Assistant Chief Building Inspector	13,624 - 17,716 14,375 - 18,695
*Assistant Chief Electrical Inspector	13,624 - 17,716 14,375 - 18,695
*Assistant Chief Housing Inspector	13,624 - 17,716 14,375 - 18,695
*Assistant Chief Plumbing Inspector	13,624 - 17,716 14,375 - 18,695
Assistant Chief Pumping Station Operator	9,682 - 12,586 10,214 - 13,280
Assistant Chief Sanitary Inspector	13,624 - 17,716 14,375 - 18,695
Assistant Director, Property Improvement	14,306 - 18,590 15,095 - 19,613
Assistant General Superintendent and Chief Engineer (Streets)	16,559 - 21,527 17,471 - 22,715
Assistant General Superintendent and Chief Engineer (Water)	16,559 - 21,527 17,471 - 22,715
Assistant Municipal Tax Collector	14,306 - 18,590 15,095 - 19,613

Assistant Purchasing Agent	14,306 - 18,590 15,095 - 19,613
Assistant Relocation Supervisor	10,166 - 13,220 10,725 - 13,947
Assistant Sanitation Superintendent	12,357 - 16,065 13,037 - 16,949
Assistant Superintendent of Parks and Recreation	11,769 - 15,303 12,416 - 16,142
Assistant Superintendent of Weights and Measures	9,682 - 12,586 10,214 - 13,280
Assistant Urban Renewal Supervisor	14,306 - 18,590 15,095 - 19,613
Assistant Water Superintendent	12,357 - 16,065 13,037 - 16,949
Building Superintendent	11,208 - 14,568 11,825 - 15,371
Chief Accountant	16,559 - 21,527 17,471 - 22,715
Chief Accountant, Treasury	15,020 - 19,532 15,848 - 20,602
Chief Assistant Assessor	15,020 - 19,532 15,848 - 20,602
Chief Building Inspector	15,020 - 19,532 15,848 - 20,602
Chief Electrical Inspector	15,020 - 19,532 15,848 - 20,602
Chief Housing Inspector	15,020 - 19,532 15,848 - 20,602

Chief of Traffic Maintenance Operations	13,624 - 17,716 14,375 - 18,695
Chief Plumbing Inspector	15,020 - 19,532 15,848 - 20,602
Chief Pumping Station Operator	11,208 - 14,568 11,825 - 15,371
Chief Sanitary Inspector	15,020 - 19,532 15,848 - 20,602
Chief Sewage Plant Operator	11,208 - 14,568 11,825 - 15,371
Chief Water Treatment Plant Operator	11,208 - 14,568 11,825 - 15,371
Supervisor of Clinic Nurses	15,020 - 19,532 15,848 - 20,602
Coordinator of Volunteers	12,357 - 16,065 13,037 - 16,949
Coordinator of Federal and State Aid	15,772 - 20,494 16,641 - 21,621
Deputy Director, URICP	13,624 - 17,716 14,375 - 18,695
Deputy Municipal Disaster Control Director	10,166 - 13,220 10,725 - 13,947
Director of Public Health Nursing Services	13,624 - 17,716 14,375 - 18,695
Director, Property Improvement	15,020 - 19,532 15,848 - 20,602
Field Representative, Health Education URICP	12,357 - 16,065 13,037 - 16,949

General Parks Foreman	11,208 - 14,568 11,825 - 15,371
General Streets Foreman	11,208 - 14,568 11,825 - 15,371
Deputy Municipal Court Clerk	9,682 - 12,586 10,214 - 13,280
Deputy Municipal Court Clerk (Typing)	9,682 - 12,586 10,214 - 13,280
Maintenance Superintendent (Sewage Plant)	11,208 - 14,568 11,825 - 15,371
Maintenance Superintendent	11,208 - 14,568 11,825 - 15,371
Municipal Superintendent of Weights and Measures	10,674 - 13,878 11,262 - 14,640
Parks and Recreation Maintenance Superintendent	13,624 - 17,716 14,375 - 18,695
Principal Assistant Assessor	12,975 - 16,875 13,689 - 17,805
Principal Community Service Planner	15,020 - 19,532 15,848 - 20,602
Principal Engineer	12,975 - 16,875 13,689 - 17,805
Principal Planner	15,020 - 19,532 15,848 - 20,602
Principal Youth Service Worker	15,020 - 19,532 15,848 - 20,602
Registrar of Vital Statistics	10,674 - 13,878 11,262 - 14,640

Relocation Supervisor	11,208 - 14,568 11,825 - 15,371
Senior Systems Analyst	15,020 - 19,532 15,848 - 20,602
Senior Administrative Analyst	13,624 - 17,716 14,375 - 18,695
Sewage Plant Superintendent	13,624 - 17,716 14,375 - 18,695
Sewer Superintendent	13,624 - 17,716 14,375 - 18,695
Social Casework Supervisor	12,357 - 16,065 13,037 - 16,949
Street Superintendent	13,624 - 17,716 11,375 - 18,695
Supervising Principal Engineer	14,306 - 18,590 15,095 - 19,613
Supervisor of Administrative Services	15,772 - 20,494 16,641 - 21,621
Supervisor of Data Processing Operations	11,208 - 14,568 11,825 - 15,371
Supervisor of Water Meter Readers	11,208 - 14,568 11,825 - 15,371
Supervisor of Water Meter Repairs	11,208 - 14,568 11,825 - 15,371
Supervisor of Radio Maintenance	11,769 - 15,303 12,416 - 16,142
Traffic Maintenance Supervisor	11,208 - 14,568 11,825 - 15,371

Tree Superintendent	11,208 - 14,568 11,825 - 15,371
Urban Renewal Supervisor	15,020 - 19,532 15,848 - 20,602
Water Superintendent	13,624 - 17,716 14,375 - 18,695
Water Treatment Plant Supervisor	13,624 - 17,716 14,375 - 18,695

APPENDIX B

Job Titles to receive overtime pay are the following:

Assistant Chief Building Inspector
 Assistant Chief Electrical Inspector
 Assistant Chief Housing Inspector
 Assistant Chief Plumbing Inspector
 Assistant Chief Pumping Station Operator
 Assistant Chief Sanitary Inspector
 Assistant Director, Property Improvement
 Building Superintendent
 Chief Pumping Station Operator
 Chief Sewage Plant Operator
 Chief Water Treatment Plant Operator
 Deputy Director, URICP
 General Parks Foreman
 Maintenance Superintendent (Sewage Plant)
 Registrar of Vital Statistics
 Senior Data Processing Programmer
 Supervisor of Water Meter Readers

Supervisor of Water Meter Repairs
Traffic Maintenance Supervisor
Tree Superintendent

All other titles of this unit do not receive paid overtime.

APPENDIX C - 1977

Increment	Min.	1st.	2nd.	3rd.	4th.	5th.	Max.
289	3,732	4,021	4,310	4,599	4,888	5,177	5,466
298	5,945	6,243	6,541	6,839	7,137	7,435	7,733
315	6,242	6,557	6,872	7,187	7,502	7,817	8,132
344	6,882	7,226	7,570	7,914	8,258	8,602	8,946
380	7,587	7,967	8,347	8,727	9,107	9,487	9,867
398	7,966	8,364	8,762	9,160	9,558	9,956	10,354
439	8,782	9,221	9,660	10,099	10,538	10,977	11,416
461	9,221	9,682	10,143	10,604	11,065	11,526	11,987
484	9,682	10,166	10,650	11,134	11,618	12,102	12,586
509	10,166	10,675	11,184	11,693	12,202	12,711	13,220
534	10,674	11,208	11,742	12,276	12,810	13,344	13,878

493	11,168	11,661	12,154	12,647			
560	11,208	11,768	12,328	12,888	13,448	14,008	14,568
589	11,769	12,358	12,947	13,536	14,125	14,714	15,303
618	12,357	12,975	13,593	14,211	14,829	15,447	16,065
650	12,975	13,625	14,275	14,925	15,575	16,225	16,875
650	13,566	14,216	14,866	15,516	16,166	16,816	17,466
682	13,624	14,306	14,988	15,670	16,352	17,034	17,716
682	14,216	14,898	15,580	16,262	16,944	17,626	18,308
714	14,306	15,020	15,734	16,448	17,162	17,876	18,590
752	15,020	15,772	16,524	17,276	18,028	18,780	19,532
787	15,772	16,559	17,346	18,133	18,920	19,707	20,494
828	16,559	17,387	18,215	19,043	19,871	20,699	21,527
914	18,257	19,171	20,085	20,999	21,913	22,827	23,741
1,055	21,109	22,164	23,219	24,274	25,329	26,384	

APPENDIX C - 1978

Increment	Min.	1st.	2nd.	3rd.	4th.	5th.	Max.
305	3,937	4,242	4,547	4,852	5,157	5,462	5,767
314	6,272	6,586	6,900	7,214	7,528	7,842	8,156
332	6,586	6,918	7,250	7,582	7,914	8,246	8,578
363	7,261	7,624	7,987	8,350	8,713	9,076	9,439
401	8,004	8,405	8,806	9,207	9,608	10,009	10,410
420	8,405	8,825	9,245	9,665	10,085	10,505	10,925
463	9,265	9,728	10,191	10,654	11,117	11,580	12,043
486	9,728	10,214	10,700	11,186	11,672	12,158	12,644
511	10,214	10,725	11,236	11,747	12,258	12,769	13,280
537	10,725	11,262	11,799	12,336	12,873	13,410	13,947
563	11,262	11,825	12,388	12,951	13,514	14,077	14,640
520	11,782	12,302	12,822	13,342			

591	11,825	12,416	13,007	13,598	14,189	14,780	15,371
621	12,416	13,037	13,658	14,279	14,900	15,521	16,142
652	13,037	13,689	14,341	14,993	15,645	16,297	16,949
686	13,689	14,375	15,061	15,747	16,433	17,119	17,805
686	14,312	14,998	15,684	16,367	17,053	17,739	18,425
720	14,375	15,095	15,815	16,535	17,255	17,975	18,695
720	14,998	15,718	16,438	17,158	17,878	18,598	19,318
753	15,095	15,848	16,601	17,354	18,107	18,860	19,613
793	15,848	16,641	17,434	18,223	19,016	19,809	20,602
830	16,641	17,471	18,301	19,131	19,961	20,791	21,621
874	17,471	18,345	19,219	20,093	20,967	21,841	22,715
964	19,261	20,225	21,189	22,153	23,117	24,081	25,045
1,113	22,270	23,383	24,496	25,609	26,722	27,835	

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