

AGREEMENT

BETWEEN

CITY OF LAMBERTVILLE LOCAL 3866

BLUE AND WHITE COLLAR EMPLOYEES

AND

THE AMERICAN FEDERATION

OF

STATE, COUNTY AND MUNICIPAL

EMPLOYEES

JANUARY 1, 1995 - DECEMBER 31, 1996

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PREAMBLE

This Agreement is made and entered into as of this 14th day of September, 1995, between the Employer City of Lambertville, hereinafter referred to as the City and Local 3866, Council 73 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the sole and exclusive representative of a bargaining unit consisting of all full-time and regularly employed part-time Blue and White Collar Employees:

INCLUDING - police secretary, librarian assistant, construction official, building inspector, building subcode official, fire official, fire subcode official, fire prevention official, zoning officer, secretary, office clerk, truck driver/laborer, assistant tax collector, parking enforcement officer, equipment operator, laborer/operator/driver, and deputy municipal court clerk, but.

EXCLUDING - managerial executives, confidential employees, police, craft employees, supervisory employees within the meaning of the New Jersey Employer/Employee Relations Act, NJSA 34:13-1 et seq. and all other employees employed by the City of Lambertville.

As set forth in the certification of bargaining unit issued by the New Jersey Public Employment Relations Commission under Docket No. RO-92-150.

ARTICLE 2 - NON-DISCRIMINATION

The City and the Union agree that there shall be no discrimination against any individual because of age, sex, marital status, race, color, religion, national origin, political affiliation, union affiliation or membership, or handicapping condition nor shall there be any other forms of discrimination made unlawful under the New Jersey Law Against Discrimination. N.J.S.A. 10:5-1 et seq.

ARTICLE 3 - DUES CHECKOFF AND UNION PROCEDURES FOR MAILING MONEY

The City agrees to deduct from the salary of any employee subject to this Agreement who is a member of the Union dues for the Union which are authorized and required pursuant to NJSA 52:14-15.9(e) as amended, and the City shall comply with all requirements of that statute.

Said monies, together with a list of names and amount of dues so deducted, shall be transmitted to the Council 73 office by the 15th of the next month following the monthly pay period in which deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the City written notice prior to the effective date of such change.

In the event such deductions are made on account of membership in the Union, the Union shall indemnify, defend and save the City harmless against any and all costs, claims, damages, demands, fees, suits, or other forms of liability including all costs and fees incurred in defending such actions and any attorney's fees and costs awarded to any plaintiff as a result of action taken by the City pursuant to this Article.

ARTICLE 4 - WORK HOURS AND OVERTIME

Bargaining unit members are governed by the following table:

	HOURS OF WORK	LUNCH
PUBLIC WORKS	40	1/2 HOUR
POLICE SECRETARY	37 1/2	PAID LUNCH
ALL OTHER FULL-TIME CLERICAL AND PROFESSIONAL	32 1/2	1 HOUR

All Public Works and Sanitation employees will get a 15 minute A.M. break and a 15 minute P.M. break.

Any hours worked beyond eight (8) hours in a day or forty (40) hours in a week, as defined herein, shall be paid at the rate of time and one-half.

For purposes of this Agreement, time worked shall not include any time the employee is not actually performing services for the City except approved holiday, vacation, personal or sick leave, unless it is required that such time be considered compensable hours of work for purposed compliance with the Federal Fair Labor Standards Act.

A work day shall be defined as any period beginning at 12 am and ending at 11:59 pm. A work week shall be defined as beginning 12 am Saturday and ending 11:59 pm Friday.

The City has the right to change start and stop times of the work day by one hour so long as it does not change the length of the day.

ARTICLE 5 - JOB POSTINGS

For informational purposes only, all job postings will be prominently posted for a period of three days. The notice shall contain a description of the job, the rate, qualifications and when the City anticipates the job or vacancy be filled.

The City shall determine the qualifications, procedure, and criteria by which any position shall be filled and may give consideration to seniority.

Nothing herein shall obligate the City to fill any job, whether or not posted.

ARTICLE 6 - HEALTH BENEFITS

The City shall provide full-time employees and part-time employees covered by New Jersey State Health Benefits Program and their dependents with a level of hospital and medical coverage as provided by the New Jersey State Health Benefits Program. The City shall provide all full-time employees only with a co-pay prescription plan with a maximum benefit of \$100 per calendar year for each employee.

The City shall retain the right to withdraw or change from any plan so long as, on net balance, benefits provided under any successor plan are equal to or better. Any determination of whether a successor plan is, on net balance, substantially equal to or better shall be determined by a weighing of the entire aggregate of all benefits, deductibles, and coverages, and in no event shall any determination as to whether a successor plan provides substantially equal or better benefits be made by any comparison of less than the entire aggregate of benefits, deductibles, and coverages.

ARTICLE 7 - VACATION AND PERSONAL DAYS

A. Full time employees shall receive annual vacation leave pursuant to the following schedule:

During the 1st calendar year in which employment commences	1/2 day per month of service to be taken only upon satisfactory completion of probation.
During the 2nd and 3rd calendar year of continuous employment	5/6 days per month of service (10 days total)
During the 4th and 5th calendar year of continuous employment	1 day per month of service (12 days total)
During the 6th through the conclusion the the 15th calendar year of continuous employment	1 1/4 days per month of service (15 days total)
During the 16th calendar year of continuous employment and for each year of continuous employment thereafter	1 2/3 days per month of service (20 days total)

B. If an employee voluntarily requests a carry-over of vacation time it may be approved by the Mayor. An employee may only carry over vacation time from one year to the next if the employee was unable to use his or her entire vacation time due to the press of City business during the year in which the time accrued.

C. All full-time employees who have satisfactorily completed probation shall receive three (3) personal days per calendar year. Personal leave shall not accumulate nor shall any employee be permitted to carry unused personal leave days from one calendar year to the next.

ARTICLE 8 - HOLIDAYS

Full-time employees who have satisfactorily completed probation shall receive the following holidays off with full pay. In the event a designated holiday falls on a Saturday or Sunday, the City shall have the right to determine whether that holiday shall be celebrated on the preceding Friday or following Monday, as the case may be.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

ARTICLE 9 - SICK DAYS

Full-time employees shall be provided with sick leave with pay in the amount shown below:

During the calendar year in which employment commences	1 day per month of service to be available only after satisfactory completion of probation
During any calendar year following the calendar year in which employment commences	1 1/4 day per month of service (for a total of 15)

Credit for unused days shall accrue from one year to the next to a maximum of 261 days and shall be payable upon PERS retirement in good standing with the City up to a maximum of 261 days, provided, however, that in no event shall any payment be made in excess of \$20,000.

In the event an employee is on sick leave for three (3) consecutive workdays, the City shall have the right to verify such illness by requiring either a note from the employee's treating physician or through an examination by a City appointed physician. In the event that the City requires a certificate from the employee's treating physician, the City shall have no obligation to pay any fee incurred in receiving such note.

If the City suspects abuse of sick leave, it may require an employee to produce a doctor's note for subsequent sick time verification.

Sick leave is to be utilized for periods of the employee's illness or injury only and is not authorized for any other purpose, including, but not limited to, illness of other members of the employees family or household.

ARTICLE 10 - DEATH IN FAMILY

Full-time employees shall receive full salary for up to three (3) days in the event of death in the immediate family. The immediate family shall be defined as father, mother, spouse, children, father-in-law, and mother-in-law.

ARTICLE 11 - JURY LEAVE

Any full-time employee covered by this Agreement who is required to serve on a lawfully convened jury shall be granted a leave of absence with pay to serve on said jury. During the time that the employee is serving on said jury, the employee shall receive his/her pay from the City. In the event the employee is on jury leave but is not required to actually perform jury duty during hours the employee would be scheduled for work, the employee must report for work.

ARTICLE 12 - PART-TIME EMPLOYEES

Notwithstanding anything to the contrary herein, no part-time employee shall receive any benefit provided by any provision of this Agreement except for salary, the adjustment of grievances, and statutorily required benefits. A part-time employee is any employee who, during any calendar quarter, is scheduled to work fewer than an average of forty hours per week in the Public Works Department or thirty-two and one-half (32-1/2) hours per week in all other departments.

ARTICLE 13 - GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by a member of the bargaining unit or Union regarding the interpretation or application of specific provisions of this Agreement.

For all matters which are grievable under this provision, this grievance and arbitration procedure shall be the sole and exclusive remedy and no cause of action shall be filed before any court, tribunal or administrative agency.

The time limit set forth herein shall be extended only to accommodate documented absences of the aggrieved due to illness or scheduled vacations. Extensions for other purposes shall be granted only by mutual consent. In the event a grievance is not processed in a timely manner from step-to-step in accordance with this Agreement, it shall be deemed waived. All days mentioned in this Article are working days.

STEP 1: The member of the bargaining unit affected or Union, may directly, or through the Union Steward, discuss a grievance with the immediate supervisor. If the grievance is not informally resolved, the grievant or Union must, within ten (10) days after the occurrence giving rise to the alleged grievance or within ten (10) days of when either the grievant or Union knew or had reason to know of the event giving rise to the grievance, submit the grievance in writing to the immediate supervisor. The immediate supervisor shall provide a written reply within ten (10) days after submission. In the event the grievance is not resolved or responded to, the Union shall be responsible for processing the grievance to STEP 2.

STEP 2: If the grievance is not resolved or no reply is given to the grievant or Union in STEP 1, the Union must refer the grievance, in writing, within ten (10) days of the STEP 1 answer (or its due date) to the Mayor or his authorized representative. The Mayor shall schedule a meeting within fifteen (15) days of the submission and shall respond to the grievance within ten (10) days after the meeting. In the event of a failure to resolve the grievance or the Mayor to respond, the Union shall be responsible for processing the grievance to STEP 3.

STEP 3: If the grievance is not resolved or no reply is given to the grievant or Union in STEP 2, the Union must forward the grievance, in writing, within ten (10) days of the STEP 2 answer (or its due date) to the City Council. A meeting shall be held between the Union and the Council or designated members thereof within twenty (20) days of the submission. Following the

meeting, the Council, or its designated members, shall provide a written reply within ten (10) days. In the event of a failure to resolve the grievance or for the Council or its designated members to respond, the Union shall be responsible for processing the grievance to arbitration.

ARBITRATION: If the grievance is not resolved or no reply is given to the grievant or Union by the City Council or its designated members, the grievance may be referred by the Union within fifteen days of the STEP 3 answer (or its due date) to binding arbitration in accordance with the rules of the New Jersey Public Employment Relations Commission. Following submission of a panel of arbitrators by the Commission, the parties shall select an arbitrator in accordance with the Commission's rules.

AUTHORITY OF THE ARBITRATOR. The arbitrator will make findings and render a decision. The arbitrator shall be empowered only to adjudicate one grievance per appointment except, in the event two or more grievances are filed arising from the same set of facts, the arbitrator may adjudicate each of the grievances. The arbitrator shall not have jurisdiction to add to, modify, vary, or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

RETROACTIVITY OF AWARDS. Awards or settlements of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance as documented by its presentation at STEP 1 of this procedure except that if the

grievance concerns an error in salary compensation, the proper rate shall be applied retroactively to the date the error occurred. Any backpay shall be reduced by any amount of income (e.e. unemployment compensation) the employee received as a direct or indirect result of the grievance.

EXPENSES. The expense of the arbitration process and the arbitrator's fee shall be born equally by the parties. Each party shall be responsible for its own counsel fees, if any, and the expenses of its witnesses. In the event one party or the other requests a transcript be made of the proceeding, the parties shall bear the cost of preparation and reproduction of the said transcript equally.

COMPUTING TIME LIMITS. In computing time periods hereunder, Saturdays, Sundays, and holidays shall be excluded from the computation.

EFFECT OF SETTLEMENT. The disposition of a grievance by settlement at any STEP of the grievance procedure between the City and Union shall be final and binding upon the grievant, the City and the Union. Any such settlement shall be without precedent or prejudice as to any other matter, unless expressly agreed in writing by the parties.

Discipline and discharge may only be processed through STEP 3 of the grievance procedure.

ARTICLE 14 - SENIORITY

The City shall establish and maintain a seniority list of employees' names and dates of employment from date of last hire with the City. Seniority shall be effective only for purposes of

determining priority in use of vacation time, personal days, or other paid leave when two or more employees apply to take such leave and the requirements of the City's business prohibit all employees who so applied to take such leave at the time. Seniority may be given consideration in promotions.

ARTICLE 15 - LAYOFFS

The City shall have the right to layoff, furlough, or reduce work hours of employees. In the event of a layoff, workers with the most City seniority will have preference within their department provided they have the requisite qualifications, skills, and ability to perform the work available. All permanent employees shall be given a fifteen (15) working day written notice prior to layoffs, furloughs, or reduction in work hours.

ARTICLE 16 - SALARIES AND WAGES

All employees covered by this collective bargaining Agreement shall have their salaries increased by four percent (4%) effective January 1, 1995. This salary increase shall be computed on their December 31, 1994, base salaries.

All employees covered by this collective bargaining Agreement shall have their salaries increased by three and one-quarter percent (3-1/4%) effective January 1, 1996. This salary increase shall be computed on their December 31, 1995, base salaries.

New employees shall be hired at a rate to be determined by the Mayor and City Council or, if applicable, the Trustees of the Free Public Library. After satisfactory completion of the three (3) month probationary period, an employee hired in 1995 shall

receive a 4% raise and a 3.25% raise effective January 1, 1996. If hired during 1996, the employee shall receive a 3.25% raise after satisfactory completion of the three (3) month probationary period. New employees shall not be hired at a rate higher than employees currently working in that title. Employees will be paid on a bi-weekly basis.

ARTICLE 17 - MANAGEMENT RIGHTS

The Union recognizes the City's need to provide services to the public in the most efficient and cost-effective manner so as to properly fulfill its mission. Therefore, except if expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including but not limited to the right to:

Reprimand, suspend, discharge or otherwise discipline employees for just cause and determine the penalty.

Hire employees and determine their qualifications.

Assign employees and direct their work.

Promote, demote, transfer, layoff, recall and hire employees.

Set standards of productivity and services to be provided.

Determine the amount of personnel, methods, means, and facilities by which operations are conducted.

To close, relocate, expand, reduce, alter, combine, transfer, assign or cease any City job, department, facility, operation or service.

To introduce new or improved research, methods of production, services, distribution and maintenance, methods, materials, machinery and equipment.

Any failure of the City to exercise any right, prerogative, or function shall not be considered a waiver of the preclude the City from exercising the same in some other way not in conflict with the express, specific provisions of this Agreement. The exercise of any management right shall not be subject to the grievance and arbitration procedure of this Agreement.

The City shall retain the right to transfer, assign or subcontract any work, whether normally performed by members of the bargaining unit or not, to non-bargaining unit employees, or to volunteers, inmates, members of the National Guard and Armed Forces or other governmental agencies, or contractors.

In the event the City determines, to subcontract work normally performed by the bargaining unit, the City shall give 30 days written notice to the Union in order to afford the Union an opportunity to meet and discuss whether the work can be performed more economically and efficiently by employees represented by the Union. However, the City shall have no obligation to bargain either the decision to subcontract or any impact of subcontracting.

ARTICLE 18 - NO-STRIKE CLAUSE

The Union understands and agrees that any strike, sickout, slowdown, or other interruption in services conducted by members of the bargaining unit shall constitute a material breach of this Agreement at which point the City shall have the right to nullify all the terms set forth herein as well as the right to pursue any and all remedies at law and equity.

ARTICLE 19 - PROBATIONARY PERIOD

All employees are subject to a three (3) month probationary period upon initial hire or upon promotion or transfer to any position. There are no paid sick or vacation days during probation for newly hired employees.

ARTICLE 20 - EVALUATION PROCEDURE

The Employer reserves the right to develop and implement an evaluation procedure for all employees including all procedural aspects as well as criteria for evaluation.

ARTICLE 21 - PAST PRACTICES

No past practice engaged by the City and the employees within the bargaining unit represented by the Union shall be enforceable as a term and condition of employment unless the parties identify in writing and agree upon such practices prior to the execution of this Agreement.

ARTICLE 22 - TERM OF AGREEMENT

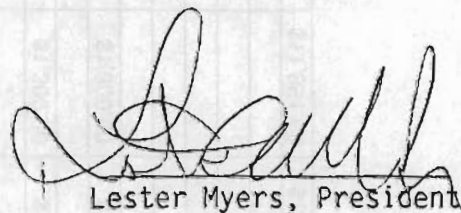
This Agreement shall be effective as of the date of execution and shall remain in full force and effect through the 31 day of December, 1996. Thereafter, unless expressly extended by the parties this Contract shall become void.

FOR THE CITY

FOR THE UNION

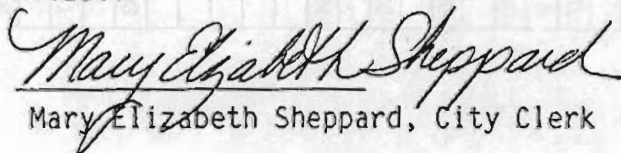


David M. DelVecchio, Mayor

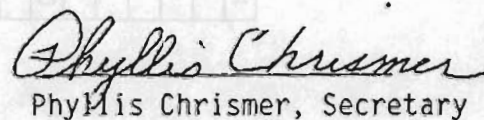


Lester Myers, President

ATTEST:



Mary Elizabeth Sheppard, City Clerk



Phyllis Chrismer, Secretary

POSITION	EMPLOYEE	1994			1995			1996			APPROXIMATE HOURS/YEAR	ESTIMATED ANNUAL SALARY	
		1994	+4%	1995	1995	+3.25%	1996	1994	1995	1996			
OFFICE CLERK	MARIE ROSSITER	\$9.16		\$9.53		\$9.84		1690	\$15,480.40	\$16,099.62	\$16,622.85		
POLICE SECRETARY	PHYLLIS CHRISMER	\$10.15		\$10.56		\$10.90		1950	\$19,792.50	\$20,584.20	\$21,253.19		
ASST. POLICE SECRETARY	SALLY LELIE	\$9.62		\$10.00		\$10.33		780	\$7,503.60	\$7,800.00	\$8,057.37		
PARKING ENFORCEMENT A	GLENDA DUNLAP	\$8.78		\$9.13		\$9.43		2000	\$17,560.00	\$18,262.40	\$18,855.93		
PARKING ENFORCEMENT B	ADAM TESCHKE	\$8.00		\$8.32		\$8.59							
PARKING ENFORCEMENT SUB	UMILE MANTUANO	\$7.50		\$7.80		\$8.05							
LABORER/OPERATOR	VERNON BARLOW	\$9.83		\$10.22		\$10.56		2080	\$20,446.40	\$21,264.26	\$21,955.34		
LABORER/OPERATOR/DRIVER	JAMES NUNEVILLER	\$9.72		\$10.11		\$10.44		2080	\$20,217.60	\$21,026.30	\$21,709.66		
LABORER/OPERATOR/DRIVER	MICHAEL NALENCE	\$9.72		\$10.11		\$10.44		2080	\$20,217.60	\$21,026.30	\$21,709.66		
EQUIPMENT OPERATOR	LESTER MYERS	\$9.72		\$10.75		\$11.10		2080	\$20,217.60	\$22,360.00	\$23,086.70		
TRUCK DRIVER	MATT BURD	\$12.15		\$12.64		\$13.05		2080	\$25,272.00	\$26,282.88	\$27,137.07		
CON. OFF/BLDG. INSP-SUBCODE	EUGENE VENETTONI	\$16,747.33		\$17,417.22		\$17,983.28							
FIRE INSP/SUBZONING OFF													
FIRE PREVENTION	EUGENE VENETTONI	\$4,389.00		\$4,564.56		\$4,712.91							
CONSTRUCTION SECRETARY	SALLY LELIE	\$9.62		\$10.00		\$10.33		780	\$7,503.60	\$7,800.00	\$8,057.37		
FIRE SECRETARY	SALLY LELIE			\$10.00		\$10.33		130		\$1,300.00	\$1,342.90		
PLN. BD/ZN. BD. ASST. SEC	SALLY LELIE	\$9.62		\$10.00		\$10.33		130	\$1,250.60	\$1,300.00	\$1,342.90		
LIBRARY ASSIST. A	KNECHEL, HOPE, MELSKY	\$6.04		\$6.28		\$6.49							
LIBRARY ASSIST. B	BARDESCO	\$5.50		\$5.72		\$5.91							
DEP. COURT ADMINISTRATOR	BARBARA HALPER	\$8.50		\$8.84		\$9.13		1352	\$11,492.00	\$11,951.68	\$12,340.11		