

ESSEX

A G R E E M E N T

Between:

Newark City

CITY OF NEWARK,

ESSEX COUNTY, NEW JERSEY

and

LOCAL 945

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,

WAREHOUSEMEN AND HELPERS OF AMERICA

(Blue-collar Employees)

LIBRARY

Institute of Management and
Labor Relations

OCT 19 1981

RUTGERS UNIVERSITY

~~January 1, 1978 through December 31, 1980~~

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PREMISE

THIS AGREEMENT made and entered into on this _____ day
of _____, 197 , by and between the CITY OF NEWARK, IN THE
COUNTY OF ESSEX, a Municipal Corporation of the State of New Jersey (here-
inafter referred to as the "City") and LOCAL 945, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter
referred to as the "Union") represents the complete and final understanding
on all bargainable issues between the City and the Union and is designed to
maintain and promote a harmonious relationship between the City and such of
its employees who are covered by Article 1, Recognition, in order that more
efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

In accordance with the "Certification of Representative" of the Public
Employment Relations Commission dated April 15, 1971, (Docket No. RO-79)
the City recognizes the Union as the exclusive collective negotiations agent
for all blue collar employees employed by the City of Newark but excluding
all clerical, craft and professional employees, elevator operators, store-
keepers, asphalt workers, policemen, managerial executives, Department Heads,
Deputy Department Heads and supervisors within the meaning of the Act,
covered in the aforementioned Certification and more specifically enumerated
by job title in Appendix A.

ARTICLE II
MANAGEMENT RIGHTS

A. The City 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, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;

2. 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;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

SENIORITY

A. Seniority is defined as the total length of service of an employee with the City commencing with his latest date of hire. *- revised*

B. In conformance with Civil Service and other applicable regulations, and whenever possible and practicable, employees with the greatest seniority will be given preference in layoffs, recalls, shift assignments and vacation schedules.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to 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.

B. Definition: The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

C. The Union business representative shall have the right to participate in all steps of the Grievance Procedure noted below.

D. 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:

Step One

a. An aggrieved employee shall institute action under the provisions hereof within two (2) working days of the occurrence of the grievance and 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. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

b. The Supervisor shall render a decision within three (3) working days after receipt of the grievance.

Step Two

a. In the event a satisfactory settlement has not been reached the employee shall, in writing and signed, file his complaint with the Division Head (or his representative) within five (5) working days following the determination by the Supervisor.

b. The Division Head, or his representative, shall render a decision in writing within three (3) working days from the receipt of the complaint.

Step Three

a. In the event the grievance has not been resolved at Step Two, then within three (3) working days following the determination of the Division Head or within the three (3) working days following the

time allotted for such determination, the matter may be submitted to the Director of the Department.

b. The Director of the Department, or his representative, shall review the matter and make a determination within three (3) working day from the receipt of the complaint.

Step Four

a. In the event the grievance has not been resolved at Step Three, then within three (3) working days following the determination of the Director of the Department, the matter may be submitted to the Business Administrator.

b. The Business Administrator, or his representative, shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

Step Five

a. In the event the grievance has not been resolved at Step Four the Union may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Public Employment Relations Commission.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Business Administrator. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to

him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions to this Agreement or any amendment or supplement thereto.

d. The costs for the services of the arbitrator shall be borne equally between the City and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

D. City Grievances

Grievances initiated by the City shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representative of the City and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Five above.

ARTICLE V

UNION REPRESENTATIVES

Accredited representatives of the Union may enter the City facilities or premises for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union desires to have a representative enter the City's facilities or premises, it will

request such permission from the appropriate City representative. Permission will not be unreasonably withheld, provided there shall be no interference with the normal business of City Government. There shall be no Union meetings on City time. Union meetings may be held on City property provided such facilities are available and further provided that permission is secured in advance from the appropriate department head.

ARTICLE VI

WORK WEEK

A. The normal work week, for employees covered in this Agreement except as noted below, shall consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, and each employee shall have two (2) consecutive days off.

1. The work week for employees in the Division of Sanitation, Department of Public Works, shall be a five (5) day work week in an established six (6) day service schedule from Monday to Saturday. Employees working in this schedule have two (2) days off in the week.

Division of Sanitation employees assigned to a collection district shall daily perform the proper duties until full completion of refuse collection in the district and such work up to eight (8) hours shall be considered as an eight (8) hour day.

2. The work week for Building Maintenance Workers shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) consecutive days per week, and each employee shall have two (2)

consecutive days off.

ARTICLE VII

OVERTIME

A. Definition of Overtime

Authorized work performed in excess of the assigned normal daily or weekly working hours for each class of positions shall be considered overtime. The provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate department head or his designee. There shall be no pyramiding of overtime.

B. Payment for Overtime - Other than Sanitation Division

1. Employees who are required to work in excess of their normal work day or work week shall be compensated in cash at the discretion of the City in accordance with the schedule noted below:

a. For those employees, whose normal work day is less than eight (8) hours any overtime work beyond the maximum of that work day and eight (8) hours shall be compensated for at straight time (one time) and time and one-half ($1\frac{1}{2}$) for the time beyond eight (8) hours.

b. For those employees whose normal work week is less than forty (40) hours any overtime work beyond the maximum of that work week and forty (40) hours in any calendar week shall be compensated for at straight time (one time) up to forty (40) hours and time and one-half ($1\frac{1}{2}$) for time beyond forty (40) hours.

C. Employees who are required to work on a holiday shall be compensated in cash on the following basis:

1. Employees who are on a five (5) day work service schedule who are regularly scheduled to work on a holiday and have worked less than forty (40) hours in that work week shall receive straight time for the holiday as such and straight time for all work on the holiday. Those employees who have worked forty (40) or more hours in that work week exclusive of holidays shall receive straight time for the holiday as such and time and one-half (1½) for all time worked on the holiday.

2. Employees who are required to work on a holiday on an emergency basis shall be compensated for on the following schedule:

a. Those employees, who have worked less than forty (40) hours in that work week shall receive straight time pay for the holiday as such plus, time and one-half (1½) for all time worked on the holiday.

b. Those employees who have worked over forty (40) hours in that work week exclusive of the holiday shall receive straight time pay for the holiday as such plus double time (2 times) for all time worked on the holiday.

D. Payment for Overtime - Sanitation Division

1. Laborers assigned to a collection district shall daily perform the proper duties until full completion of refuse collection in the district and such work shall be considered as an eight (8) hour day.

2. All employees shall be at their assigned duty stations promptly at the appointed starting time.

a. An employee, assigned to a collection district, who reports late for the start of a duty tour within the first hour of such tour shall not be paid for time lost caused by tardiness and he shall

be permitted to finish out his assigned tour provided he can properly perform his assigned duties. Excessive tardiness shall be cause for disciplinary action.

b. Each truck shall generally be assigned a driver and two loaders. In the event only one loader is available at the start of assigned tour for reasons of tardiness, absenteeism or other emergency manpower shortage the truck and the one loader shall commence work and shall do so until such time the tardy loader shall have arrived or a replacement assigned. The single loader shall not be forced to continue loading alone beyond a reasonable period of one (1) hour but shall be reassigned and permitted to complete his days work.

c. In districts where delays occur and the assigned crew is running beyond schedule, the supervisor shall determine the need for and assign, on an equitable basis, laborers (loaders as far as practical) from nearby districts which have been completed or at near completion so that the delay shall be corrected and the time made up so far as practicable. This above shall be considered as work within the assigned eight (8) hour work day.

3. All work required beyond the assigned eight (8) hour work day to complete collections shall be considered as overtime and shall be paid at one and one-half ($1\frac{1}{2}$) times the hourly salary rate of the position classification of Laborer, R. C.

4. Overtime worked to complete a district beyond the eight (8) hour day of fifteen (15) minutes to thirty (30) minutes shall be considered as one-half ($\frac{1}{2}$) hour for payment at one and one-half ($1\frac{1}{2}$) the hourly rate.

5. Overtime worked to complete a district beyond the eight (8) hour day of thirty (30) minutes to sixty (60) minutes shall be considered as one (1) hour for payment at one and one-half ($1\frac{1}{2}$) the hourly rate.

6. Incidental overtime of less than fifteen (15) minutes to complete a district shall not be considered as overtime for payment.

E. Those employees in the Sanitation Division who work on a holiday emergency or any special day when City Hall is closed shall receive straight time pay for the holiday plus straight time pay for the day worked.

1. In the event City Hall is closed the day before or the day after a holiday (except Saturday and Sunday), the employees in the Sanitation Division, covered in this Agreement, who are assigned to work such days shall be paid at the rate of time and one-half.

F. All employees covered in this Agreement shall have worked the day before or the day after the holiday to be eligible for additional holiday pay benefits unless legitimately ill. Legitimate illness with pay shall be considered as days worked for overtime and holiday pay purposes.

Pyram. Div.

ARTICLE VIII

COMPENSATION

A. Effective January 1, 1978, all employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in Appendix B.

B. The wage schedule for employees covered by this Agreement for 1979 - 1980 may be open for negotiations in accordance with Article XXIII - Duration.

C. Employees covered in this Agreement shall be granted Longevity benefits according to Ordinance (6S&FH) adopted November 2, 1966 and entitled, "An Ordinance To Establish A Longevity Pay Program For Employees Of The City of Newark, New Jersey".

ARTICLE IX

HOLIDAYS

A. Paid holidays shall be granted to all employees subject to this Agreement in accordance with the schedule ordained by the Municipal Council to be effective commencing January of each year.

B. The following holidays have been ordained for the year 1978:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

General Election Day

Thanksgiving Day

Christmas Day

ARTICLE X

VACATION LEAVE

A. Annual vacation leave (all vacation time must be approved by Supervisors) with pay for all employees covered in this contract shall be earned at the rate of one (1) working day of vacation for each month of

service during the first full year of service; after one (1) year of service twelve (12) working days vacation each year thereafter up to nine (9) years of service; fifteen (15) working days vacation each year after the completion of nine (9) years and up to nineteen (19) years of service; twenty (20) working days vacation each year after the completion of nineteen (19) years of service.

B. The monetary value of vacation days taken prior to the actual earning of time shall be deducted from the employee's final paycheck should his services be prematurely terminated.

C. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City unless the City determines that it cannot be taken because of pressure of work. Any unused vacation may, with the approval of the Director, be carried forward into the next year only.

D. Vacation Leave Due Upon Separation

a. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

b. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of the death.

ARTICLE XI HEALTH INSURANCE AND LIFE INSURANCE

A. The City agrees to continue to provide Health Insurance coverage during the lifetime of this Agreement for all employees and the eligible members of their families in accordance with the current hospitalization plan (Blue-Cross). The Medical-Surgical plan shall be adjusted at the "750" series level or a substantially equivalent plan provided by another insurance carrier.

B. The City reserves the right to change insurance carriers during the lifetime of the Agreement so long as substantially similar benefits but no less than those presently in effect are provided by the new carrier. The City shall notify the Association if such change is made. In any event there shall be no interruption of medical benefit coverage for the employees covered by this Agreement.

C Each active permanent and eligible provisional employee covered by this Agreement shall be insured, through a carrier or the City, by a \$5,000.00 Death Benefit Policy which includes a \$10,000.00 Accidental Death and Dismemberment clause. These benefits shall be reduced to a total of \$1,500.00 for all active employees who are age sixty-five (65) and over, and for all employees who retire after having served a minimum of fifteen years of service with the City of Newark.

D. Said Death Insurance coverage shall apply only to employees and eligible retirees of the City of Newark.

E. A provisional employee shall have served a minimum of ninety (90) days of continuous service with the City of Newark to be eligible for coverage in all instances.

F. If this coverage is provided by a contract of insurance the liability of the City shall be limited to the terms of the contract.

ARTICLE XII

SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1 et seq., of the Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. Service Credit for Sick Leave

(1) All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

(2) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill.

(3) Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

C. Amount of Sick Leave

(1) Sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

(2) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

(3) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination the City shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

ARTICLE XII

D. Reporting of Absence on Sick Leave

(1) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

Verification of Sick Leave

(1) An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

(b) The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business Representative of the Union and a representative of the City.

(2) In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

(3) In case of death in the immediate family, reasonable proof may be required.

(4) The City may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE XIII

LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised November 30, 1973.

ARTICLE XIV

EMPLOYEE TRAINING

A. The City and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The Union agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

(1) Keeping abreast of changes occurring in their field, craft, trade, profession, or occupation:

(2) Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training.

(3) Realizing that not all training and development are directly re-

ARTICLE XIV, CONT'D.

lated to their jobs and that they have a responsibility for self-development;

(4) Utilizing and sharing with fellow employees new skills acquired through training.

C. The City will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

D. The City and the Union agree to meet upon written notice of either party to consider training and development programs for employees covered by the Agreement. Such programs may include partial or full reimbursement by the City for approved courses which are completed by employees.

ARTICLE XV

EMPLOYEE PERFORMANCE

A. The Union agrees to support and cooperate with the City in improving employee performance. In furtherance thereof the Union shall encourage all employees to:

(1) Be in attendance and punctual for scheduled work hours, unless unavoidably prevented;

(2) Give such effort to their work as is consistent with requirements thereof;

(3) Avoid waste in the utilization of materials and supplies;

(4) Maintain and improve levels of performance;

(5) Assist in preventing accidental injury to themselves and others;

(6) Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;

(7) Assist where possible, in building good will between the City, the Union and the public at large.

ARTICLE XV, CONT'D.

B. The Union recognizes that it is the City's responsibility to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The Union pledges its cooperation in the attainment of such standards and methods.

C. Pursuant to Civil Service Rules and Regulations, standards for acceptable levels of performance may be established and employees evaluated by the City in relation to the duties and responsibilities of each job.

D. An acceptable level of employee performance shall be attained only if performance is adequate and acceptable in full major aspects of the job requirements. Consideration shall be given to all aspects of performance including requisite attitudes and conduct as well as production and efficiency of work. Consistently poor judgment, lack of diligence, undependability, inaccurate work, improper use of leave, and personal relationships which hamper individual or group effectiveness are representative of conduct and attitudes which may be the basis for disapproval of a salary increment or adjustment.

E. Appeals from denial of a salary increment or adjustment for failure to meet the acceptable levels of employee performance may be processed through the grievance procedure.

ARTICLE XVI

BULLETIN BOARDS

Bulletin Boards shall be made available by the City at each work location for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Director of the Department, or his representative may have removed from the Bulletin Boards any material which does not conform with the intent and provision of this Article

ARTICLE XVII

UNIFORMS

- A. The City shall furnish to each employee in the Sanitation Department two (2) sets of uniforms consisting of a shirt and trousers. The City shall be responsible for the laundering of the two (2) uniforms to be allotted to each such employee.
- B. Employees furnished such uniforms shall report to work in said uniform ready to work at the appointed starting time. The employee shall be responsible for the custody of such uniforms. Any loss of all or portion of such uniform shall be paid for by the employee.
- C. Present practices concerning the furnishing of foul weather gear shall be continued during the life of the agreement.

ARTICLE XVIII

DEDUCTIONS FROM SALARY

- A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, Union shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary Treasurer of the Union advising of such changed deduction.

ARTICLE XVIII, CONT'D.

C. The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

ARTICLE XIX

NO-STRIKE AND NO-LOCKOUT PLEDGE

A. During the term of this Agreement the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the City agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

ARTICLE XIX, CONT'D.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the City to invoke any of the following alternatives:

- (1) Withdrawal of Union recognition;
- (2) Withdrawal of dues deduction privileges (if previously granted)
- (3) Such activity shall be deemed grounds for termination of employment of such employee or employees subject, however, to the application of the Civil Service law.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XX

NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Union against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law

ARTICLE XXI, (CONT'D.)

or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXIII

DURATION

This Agreement shall be in full force and effect as of January 1, 1978, and shall be in effect to and including December 31, 1980, with the exception of the Wage Schedule (Appendix B) which may be opened for re-negotiation by either party giving notice to the other, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to December 31, 1978 or December 31, 1979. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

ARTICLE XXIII, CONT'D.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
at Newark, New Jersey on this day of , 1978.

LOCAL 945, INTERNATIONAL
BROTHERHOOD OF TEMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

CITY OF NEWARK

By: _____

By: _____

Witness:

Witness:

APPENDIX A

Local 945 - I. B. T.

CERTIFICATION IS FOR:

Assistant Garage Foreman (40 hours)
Building Maintenance Worker (35 hours)
Bulldozer Operator, Disposal Area (40 hours)
Chlorine Operator (40 hours)
Dispatcher (40 hours)
Forrestry Aide (40 hours)
Garage Attendant (40 hours)
Gardener
Laboratory Assistant
Laborer, Baths and Pools (40 hours)
Laborer, Light Street Cleaning (40 hours)
Laborer, Motor Broom (40 hours)
Laborer, Motors (40 hours)
Laborer, Parks and Grounds (40 hours)
Laborer, Public Property (35 hours)
Laborer, Refuse Collection (40 hours)
Laborer, Sewers (40 hours)
Laborer, Streets and Sidewalks (40 hours)
Laborer, Traffic and Signals (40 hours)
Laborer, Water Division (40 hours)
Maintenance Repairman (40 hours)
Motor Broom Driver (40 hours)

APPENDIX A, CONT'D.

CERTIFICATIONS:

Park Caretaker (40 hours)

Pipe Line Walker (40 hours)

Pitometerman (40 hours)

Senior Garage Attendant (40 hours)

Senior Maintenance Repairman (40 hours)

Sewer Equipment Operator (40 hours)

Sewer Repairman (40 hours)

Tree Climber (40 hours)

Tree Trimmer (40 hours)

Truck Driver, Baths and Pools (40 hours)

Truck Driver, Parks and Grounds (40 hours)

Truck Driver, Public Property (40 hours)

Truck Driver, Sanitation (40 hours)

Truck Driver, Sewers (40 hours)

Truck Driver, Street and Sidewalks (40 hours)

Truck Driver, Water Division (40 hours)

Water Meter Repairman (40 hours)

Water Repairman (40 hours)

APPENDIX B

(Wage Schedule)

WAGES PER HOUR, EFFECTIVE JANUARY 1, 1978

	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Assistant Garage Foreman (40 hours)	\$4.38	\$4.56	\$4.81
Building Maintenance Worker (35 hours)	3.82	4.13	4.51
Bulldozer Operator, Disposal Area (40 hours)	4.81	5.13	5.58
Chlorine Operator (40 hours)	4.13	4.44	4.87
Dispatcher (40 hours)	4.56	4.91	5.33
Garage Attendant (40 hours)	4.32	4.55	4.87
Gardener	3.96	4.26	4.64
Laboratory Assistant	4.13	4.44	4.87
Laborer, Baths and Pools (40 hours)	3.82	4.26	4.64
Laborer, Light Street Cleaning (40 hours)	3.77	4.02	4.26
Laborer, Motor Broom (40 hours)	3.82	4.13	4.51
Laborer, Motors (40 hours)	3.96	4.26	4.64
Laborer, Parks and Ground (40 hours)	3.96	4.26	4.64
Laborer, Public Property (35 hours)	4.02	4.51	4.99
Laborer, Refuse Collection (40 hours)	4.13	4.44	4.87
Laborer, Sewers (40 hours)	3.96	4.26	4.64
Laborer, Streets and Sidewalks (40 hours)	3.96	4.26	4.64
Laborer, Traffic and Signals (40 hours)	3.96	4.26	4.64
Laborer, Water Division (40 hours)	3.96	4.26	4.64
Maintenance Repairman (40 hours)	3.83	4.13	4.53
Motor Broom Driver (40 hours)	4.64	5.04	5.38
Park Caretaker (40 hours)	3.96	4.26	4.64
Pitometerman (40 hours)	4.13	4.51	4.94

APPENDIX B

(Wage Schedule)

WAGES PER HOUR, EFFECTIVE JANUARY 1, 1978

	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Senior Garage Attendant (40 hours)	\$4.49	\$4.71	\$4.94
Senior Maintenance Repairman (40 hours)	4.56	4.88	5.28
Sewer Equipment Operator (40 hours)	4.81	5.13	5.58
Sewer Repairman (40 hours)	4.56	4.88	5.28
Tree Climber (40 hours)	4.26	4.56	4.81
Truck Driver, Baths and Pools (40 hours)	4.56	4.91	5.33
Truck Driver, Parks and Grounds (40 hours)	4.56	4.91	5.33
Truck Driver, Public Property (40 hours)	4.56	4.91	5.33
Truck Driver, Sanitation (40 hours)	4.56	4.91	5.33
Truck Driver, Sewers (40 hours)	4.56	4.91	5.33
Truck Driver, Streets and Sidewalks (40 hours)	4.56	4.91	5.33
Truck Driver, Water Division (40 hours)	4.56	4.91	5.33
Water Meter Repairman (40 hours)	4.56	4.88	5.28
Water Repairman (40 hours)	4.56	4.88	5.28