

3-0059
02-15

THIS BOOK DOES NOT CIRCULATE

This AGREEMENT entered into this _____
1969 by and between the City of Edison, County
of Union, and State of New Jersey, and _____
Local 29, R.W.D.S.U., A.F. of M., and _____
the _____

W I T N E S S E T H

WHEREAS, the City has an ordinance, pursuant to
Chapter 203, Public Laws 1968 to negotiate with the _____
the representative of employees hereinafter designated with
respect to the terms and conditions of employment and

WHEREAS, the parties have referred certain understandings
which they desire to confirm to this agreement and
consideration of the following mutual cooperation, it is hereby
agreed as follows:

1. The City hereby recognizes the _____ as the
exclusive representative for collective negotiation concerning
the terms and conditions of employment for all employees
employed by the City in the Department of Public Works except
office clerks, foremen, and supervisors having the power to
hire, fire and direct the work force or to effectively recruit
and the same.

2. Wages shall be increased as indicated in Schedule
attached.

3. Wages and premium pay for overtime shall be
paid weekly commencing nine months from the date of the
agreement, however, that the City, _____ will be
granted an additional three months to inaugurate said program.

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N.I.P.E.R.C.

The City further agrees that if there is a payroll withholding period as a result of the transition from a bi-weekly to a weekly payroll, all salary payments due ^{for 1969} will be made no later than the end of the calendar year of 1969.

4. Time and one-half premium pay shall be paid for all overtime worked. There shall be no compensatory time off in lieu of such premium pay.

5. Vacations hereunder shall be permitted at any time during the year subject to the City's reasonable determination of the needs of the City in maintaining essential services, and shall be selected on the basis of seniority by the employee no later than the 15th day of February each year. In the event the City closes shop for any period of time, employees who have designated other vacation time shall be required to work and shall be provided with work of any nature and shall receive therefor the rate of the job or the rate of their regular job, whichever is higher.

6. The following vacation time off with pay shall apply:

1-5 years of service - 17 calendar days

5-10 years of service - 19 calendar days

10-20 years of service - 21 calendar days

20 years of service and more - 24 calendar days

7. The present medical coverage, including Rider J, shall remain in effect.

8. The present grievance procedure shall remain in effect provided, however, that either the Union or the City may, in the absence of prior settlement, proceed to final

and binding arbitration before and pursuant to the rules of the New Jersey State Board of Mediation (or its successor) by serving notice thereof upon the other party by registered or certified mail within 14 days of reaching final impasse under the present procedure.

9. To the present definition of members of the family, in the place and stead of mother and/or father, as may be applicable, in the program providing for time off with pay for death in the family, there shall be added the following:

Two guardians or other individuals responsible for the raising of the employee, limited to one male and one female. The name or names thereof shall be submitted by each employee within 30 days of the effective date hereof.

10. Upon retirement, all employees shall be entitled to receive payment for all accumulated sick leave.

11. Payments made by employees to the New Jersey State Employee's Pension System shall be returned with interest to any employee whose employment with the City terminates prior to eligibility for pension. Said repayment shall be made upon completion of filing the proper withdrawal statements.

12. There shall be no "Stand-by".

13. If a holiday for which an employee receives a day's pay falls on a Saturday or on an employee's day off, the employee shall receive an additional day off or an

additional day's pay without any additional time off, at the discretion of the City, which discretion must be exercised within a reasonable time. To be eligible for holiday pay as herein provided, the employee must work on the scheduled work day next preceding and next following the holiday.

14. A suitable tool box with lock and key and hand tools required for the job shall be supplied to each mechanic in the central vehicle maintenance garage on a one-time basis. Each employee so supplied will be responsible for the care and replacement of such items which shall remain the property of the City. Upon termination of the employment, the employee will return to the City all such items issued or their equivalent in make and quality.

15. All previous practices and conditions of employment not herein enumerated or modified shall continue in full force and effect.

16. The City agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the City in writing to do so. Deductions shall be made either from the first or second pay period of each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of the month following deduction. The City agrees to furnish the Union monthly with a list of all employees whose dues and initiation fees have been deducted. The City also agrees to furnish the Union monthly with a list of newly hired employees and terminated employees. The Union will advise the City in writing of the amount of the initiation fees and monthly dues.

17. The terms and conditions contained herein shall supersede any contrary terms and conditions whether contained in ordinance or elsewhere, but shall not supersede any of the requirements or prescriptions of Chapter 303, Public Laws 1968, as amended and supplemented, all of which rights and prescriptions, to the extent required by law, shall govern the relationship of the parties and the construction of this Agreement. If any clause contained in this Agreement is hereafter found to be illegal, that clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect.

18. This Agreement shall continue in full force and effect for a period of two years from the date hereof except that either party may, by serving written notice upon the other prior to 60 days prior to the first anniversary date hereof, reopen this Agreement with respect to wages and pension only.

19. All governmental rights and prerogatives conferred upon the City by law shall, except as expressly limited by the terms of this Agreement, be reserved to the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested, all on the day and year first above written.

ATTEST:
Joseph, Baum

CITY OF ENGLEWOOD
Robert D. Miller

ATTEST:
[Signature]

LOCAL 29 R.W.D.S.U. AFL-CIO

DeBachis, P. M.
George Lombardo
John Drakeford
5-Connie Deane
Augustine Cardillo
Lucretia
Lawrence Kline
Charles Hampton Jr.

Schedule A

Classification	Grade	Present Step	Present Salary	Present Inc.	New Step	New Base	Increase	Weekly 1968	New Weekly	Weekly Raise
LABORER WT	14	7	5759	3+	11	6572.80	814.06	1101.75	126.40	15.65
LABORER WT	15	7	6058	3+	11	6917.56	859.56	116.56	133.03	16.53
LABORER WT	16	6	6123	3+	10	7010.76	891.02	117.75	134.88	17.13
LABORER WT	17	6	6435	3+	10	7094.96	661.70	123.75	136.45	18.73
LABORER WT	18	6	6760	3+	10	7454.72	694.98	130.00	143.36	18.36
LABORER WT	19	5	6814	2+	9	7523.28	711.88	131.00	144.49	18.08
LABORER WT	20	5	7130	2+	8	7895.68	745.94	127.16	151.81	14.34
LABORER WT	20	5	7180	2+	8	7895.68	745.94	137.50	157.84	14.34
Mechanic	20	5	7150	2+	8	7895.68	745.94	137.55	157.84	14.34
Mechanic	21	3	6877	2+	6	7622.08	742.34	132.25	144.50	14.29
Mechanic	21	3	7501	2+	8	8281.52	786.78	144.85	159.26	15.01
Mechanic	21	6	7813	2+	9	8612.24	799.50	150.25	165.62	5.37
Mechanic	22	5	7865	2+	8	8681.40	816.46	151.85	166.95	15.70
Driver Jr. Trailer	23	3	7566	2+	6	8378.24	812.24	145.50	161.12	15.62

RESOLUTION

BE IT HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF
ENGLEWOOD:

That an inadvertent error in the contract heretofore
executed by and between the City of Englewood and the repre-
sentative for the Englewood Department of Public Works, said
error being made in respect of the specification of vacation
days, be corrected by the execution of an Addendum to said
agreement, and

BE IT FURTHER RESOLVED:

That the Mayor of the City of Englewood is hereby
authorized to execute the Addendum to the agreement hereto
appended.

I hereby certify that the foregoing is a true
copy of a resolution adopted by the Council
of the City of Englewood, N. J. on

MAR 18 1969

Joseph T. Carney
.....
JOSEPH T. CARNEY, City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ENGLEWOOD:

THAT the agreement annexed hereto by and between the City of Englewood and Local 29 R.W.D.S.U., AFL-CIO, be and is hereby approved and that the appropriate City officers are hereby authorized to execute the same.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Council of the City of Englewood, N. J. on

FEB 4 1969

Joseph T. Carney
JOSEPH T. CARNEY, City Clerk

DATED:

ADDENDUM

This Addendum to the Agreement entered into the 4th day of February, 1969 by and between the City of Englewood, County of Bergen, State of New Jersey, and Local 29, R.W.D.S.U., AFL-CIO.

W I T N E S S E T H :

WHEREAS, the parties have heretofore entered into an Agreement on the 4th day of February, 1969 pursuant to Chapter 303, Public Laws 1968, and

WHEREAS as a result of a mutual mistake, the parties erroneously calculated vacation benefits for employees, which benefits were in existence prior to the execution of said Agreement, and

WHEREAS, the parties wish to correct said error, it is hereby agreed as follows:

1. Paragraph 6 of said Agreement referring to vacation time off with pay shall be modified to read as follows:

The following vacation time off with pay shall apply:

1-5 years of service - 17 calendar days

5-15 years of service - 19 calendar days

15 years of service and more - 26 calendar days

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested, all on the day and year first above written.

CITY OF ENGLEWOOD

Robert D. Mills

Mayor, City Clerk

LOCAL 29 R.W.D.S.U. AFL-CIO

J. B. ...

