

ESSEX

AGREEMENT

BETWEEN:

Newark, City of

CITY OF NEWARK

ESSEX COUNTY, NEW JERSEY

and

BUILDING TRADES BARGAINING COMMITTEE

X JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

LIBRARY
Institute of Management and
Labor Relations

OCT 19 1981

RUTGERS UNIVERSITY

PREAMBLE

This Agreement, effective this day of 1981, entered into by and between THE CITY OF NEWARK, IN THE COUNTY OF ESSEX, A Municipal Corporation of the State of New Jersey (hereinafter as the "City") and the BUILDING TRADES BARGAINING COMMITTEE (hereinafter referred to as the "Union"), represents the complete and 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 "Certifications of Representative" of the Public Employment Relations Commission dated April 15, 1971 (Docket Nos. RD-82 and RE-11), the City recognized the Building Trades Bargaining Committee as the exclusive collective negotiations agent for all employees covered under the aforementioned Certifications and more specifically enumerated by job titles 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 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 hereof are in conformance with the Constitution and Laws of the 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.

ARTICLE III - SENIORITY

A. Seniority is defined as the total length of service of an employee with the City commencing with his/her date of hire.

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 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 the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

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

C. 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/her 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 five (5) 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.

The Division Head, or his representative, shall render a decision in writing within five (5) 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 five (5) working days following the determination of the Division Head or within five (5) working days following the time allotted for such termination, the matter may be submitted to the Director of the Department.

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

Step Four

a. In the event the grievance has not been resolved at Step Three, then within five (5) 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/her representative shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

Step Five - Arbitration

a. Should the aggrieved be dissatisfied with the decision of the Business Administrator, the Union may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the ~~Rules of the American Arbitration Association~~ *Public Law 95-461*.

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 cancelled 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/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto or to add new 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, which shall be binding upon the parties, 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 such 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 should 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

The present work week scheduled for employees covered in this Agreement as established by ordinance and noted in Appendix "A" which is attached hereto and made part hereof shall continue for the life of this Agreement.

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. Overtime shall be distributed as equitably as possible and all employees may be required to work a reasonable amount of 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.

B. Compensatory Time Off or Cash Payment for Overtime

1. Employees who are required to work in excess of their normal work day or week shall be compensated in cash or compensatory time off at the discretion of the City at one and one-half (1½) straight time.

Overtime worked by employees engaged in around-the-clock seven (7) days per week operations will be compensated in cash in the event the City is unable to schedule the employee for compensatory time off prior to the end of the calendar year.

2. Employees shall have the opportunity of requesting particular days off. Such requests shall be made five (5) working days in advance and shall be subject to the approval of the Division Head.

3. Approval of the Division Head shall not be unreasonably withheld. Reasonable attempt shall be made to provide the employee with the opportunity to utilize compensatory days within the calendar year in which they were earned.

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

1. Employees who are regularly scheduled to work on a holiday who 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 work forty (40) or more hours in that work week exclusive of holidays shall receive straight time for the holiday as such and time and on-half 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 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.

ARTICLE VIII - WAGE SCHEDULE

A. All employees covered by this Agreement shall receive, effective January 1, 1981, a wage increase in the amount of 5% on their base pay effective January 1, 1980 / and in accordance with Appendix A which is attached hereto and made part hereof.

B. All employees covered by this Agreement shall receive, effective January 1, 1982, a wage increase in the amount of 5% on their base pay effective January 1, 1981 and in accordance with Appendix A which is attached hereto and made part hereof.

C. All said wage adjustments for the years 1981 and 1982 shall be computed from the employees base pay of January 1, 1980 and January 1, 1981.

D. All compensation procedures, promotions, increases and increment schedules shall be according to adopted ordinances.

E. Longevity benefits shall be granted to all employees subject to this Agreement in accordance with ordinance 6S and FH adopted November 2, 1966.

ARTICLE IX - HOLIDAYS

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 1st of each year.

ARTICLE X - VACATION LEAVE

Employees covered in this Agreement shall be entitled to vacation leave with pay, based on their years of service and in accordance with N.J.S.A. 11:24A et. seq. and Ordinance 6S & FB, adopted April 2, 1975, as follows:

During an employee's first calendar year of employment, vacation leave shall be earned at the rate of one (1) working day of vacation for each month of service from his/her date of original employment continuing on this basis through the remainder of the calendar year. An employee hired on or before the fifteenth (15th) day of the month shall receive vacation leave credit for that month. An employee hired on the sixteenth (16th) day of the month or thereafter shall not receive vacation credit for that month. As of January 1,

following an employee's original date of employment and for each subsequent January 1st the following schedule shall apply:

Twelve (12) working days vacation thereafter for every year and up to the completion of nine (9) years of service.

Fifteen (15) working days vacation after the completion of nine (9) years of service and up to the completion of nineteen (19) years of service.

Twenty (20) working days vacation after the completion of nineteen (19) years of service and thereafter.

For the purposes of efficient vacation scheduling and in accordance with the above schedule, an employee may be credited with vacation leave (in each appropriate calendar year) prior to the leave earned with the assumption that the employee will be employed for the full calendar year. However, an employee whose service is terminated or is placed on leave of absence without pay prior to the end of the calendar year shall have all non-earned vacation leave deducted from his/her last paycheck. An employee who has been terminated shall be entitled to the vacation allowance of all accumulated time plus vacation days prorated for the current year based upon the number of months worked in the calendar year in which the termination or leave of absence without pay becomes effective. An employee whose service is terminated between the 1st and the 15th of the month shall not receive credit for the month. Any employee whose service is terminated on the 16th of the month or thereafter shall receive vacation credit for the month.

An employee who is on leave of absence without pay shall not earn vacation credits while on such leave nor shall he/she be granted prior earned credits until he/she shall return to active status. Upon return to employment, an employee who has been on an approved leave of absence shall have such time of his/her leave adjusted based on his/her original date of employment and shall receive vacation leave in accordance with the provisions of this ordinance.

According to the above schedule, all earned vacation credits shall be paid to the employee or to his/her estate in case of death or termination in accordance with existing law.

An employee who is on sick leave with pay or an employee who is injured or disabled as a result of, or rising from his/her employment shall continue to receive vacation credits in the same manner as that granted for active status.

Vacation leave can only be taken with the approval of an employee's Department Head or Division Manager and according to appropriate seniority rights.

- All part-time employees shall receive vacation credit allowance on a proportionate basis. Seasonal employees are not eligible to earn vacation leave.

Vacation leave allowed for any given year should be used during the year in which it is granted. Any unused vacation leave may be carried over into the succeeding year only. Under no circumstances shall more than one (1) year of allowed vacation leave be carried over into the following year.

An employee who becomes ill or incapacitated while on vacation may upon proper notification and verification to the appointing authority, transfer time required for illness or incapacity to available sick leave credits. However, this transfer shall not extend the date of return from vacation unless otherwise approved by the appointing authority.

Vacation leave is not transferable from one grant program to another, nor from a grant program to the City, nor from the City to the grant program. An employee involved in changes of this nature shall be paid for any vacation leave due him/her or shall reimburse the City for any time not earned similar to an employee terminating his/her services prior to the advanced time being earned. The employee shall then earn vacation leave during his/her first calendar year in the new program at the rate of one (1) day per month. However, an employee's original date of hire shall be considered in terms of credits due with regard to the tenth (10th) and twentieth (20th) years of service.

The above provisions shall remain in effect unless otherwise modified by ordinance, but no less than the foregoing benefits shall be received.

ARTICLE XI - HEALTH INSURANCE AND LIFE INSURANCE

A. The City agrees to continue to provide Health Insurance coverage for all employees and all the eligible members of their families in accordance with the current hospitalization plan; Blue Cross; Prudential Surgical 1400 B Plan, Prudential Major Medical; and Medicare Part B for eligible employees. The Prudential Surgical 1400 B Plan shall be discontinued, and shall be replaced by Blue Shield "750" Series, effective no later than March 31, 1981 and shall remain in effect during the lifetime of this Agreement.

The City of Newark shall continue the aforesaid coverage after retirement and shall continue to assume the entire cost of such coverage and pay the premiums for all full time and part-time permanent employees, including their dependents, if any, who shall retire after twenty-five (25) years or more of service with the City of Newark, as per present resolution of Municipal Council.

ARTICLE XII - SICK LEAVE

A. GENERAL

Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to R. 14:17.14 et seq., of the Department of Civil Service Rules for the State of New Jersey revised April 15, 1971.

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 attendance of the employee upon the member of the family who is seriously ill.
3. Such leave shall not include any extended period where the employee serves as a nurse or house-keeper 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 calendar 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 need for such purpose.
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his/her employment, with exception of retirements. 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.

D. UNUSED SICK LEAVE

Effective January 1, 1982, the City agrees to implement the following program to convert sick time into a cash payment for the employees covered in this agreement at the time of their retirement.

IV 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 family who is seriously ill. 3. Such 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 calendar 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 need for such purpose. 3. An employee shall not be reimbursed for accrued sick leave at the time of termination of ~~his~~ employment, ^{with the City of Newark} upon termination, the City shall certify to the Dept. of Civil Service the employee's accumulated sick leave which shall be ~~made~~ a part of the employee's permanent record.

D. Unused Sick Leave - see attached

D. REPORTING OF ABSENCE ON SICK LEAVE- 1. If an employee is absent for reasons that entitle him to sick leave, this 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. The City of Newark may consider absence by an employee without notice for five (5) consecutive days as constituting a resignation.

of VERIFICATION OF SICK LEAVE- 1. ^{of Newark (1981)} Any 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 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 any employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

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

1. For an employee who has accumulated zero (0) to fifty (50) days of unused sick time at the effective date of retirement there shall be no payment.

2. For an employee who has accumulated fifty-one (51) to one hundred and fifty (150) unused days of sick time inclusive, at the effective date of retirement there shall be a payment in the amount of twenty-five (25%) percent of the value of sick days exceeding 50 days computed on the average daily base permanent salary, exclusive of longevity, overtime, and all other compensation of the employees for the 12 months preceding the effective date of retirement.

3. For an employee who has accumulated more than one hundred and fifty (150) days of unused sick time at the effective date of retirement there shall be a payment as in section B above for the first 150 days and a payment in the amount of fifty (50%) percent of the value of the accumulated sick time computed on the average daily base permanent salary, exclusive of longevity, overtime and all other compensation of the employees for the 12 months preceding the effective date of retirement.

F. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him to sick leave, his/her 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/her supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. The City of Newark may consider absence by an employee without notice for five (5) consecutive days as constituting a resignation.

G. VERIFICATION OF SICK LEAVE

1. Any employee who shall be absent on sick leave for five (5) 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 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 any employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

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.

5. Annual Medical Examination

1. The City may provide an annual medical examination for the members of the Association at a City designated facility.

ARTICLE XIII- LEAVES OF ABSENCE

A. Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rule for the State of New Jersey, revised April 15, 1971.

B. Employee Representatives shall be permitted an aggregate of six (6) working days each calendar year to attend Union Conventions; (e.g., two (2) Representatives for three (3) days each or three Representatives for two days each.

Since the City is required to offer alternative coverage through a health maintenance organization, employees may exercise their option to select such alternative coverage. Any employee who chooses to join a health maintenance organization shall bear such costs of the health plan which exceed the costs of the regular City plan.

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

B. Each employee covered by this Agreement shall be covered, as per the effective date of this Agreement by the Insurance Carrier or the City, with a \$5,000.00 Death Benefit Plan plus \$10,000.00 Accidental Death and Dismemberment coverage.

The said benefits shall be reduced to a total of \$1,500.00 for all active employees who are age sixty-five (65). Said total \$1,500.00 coverage shall include all employees who retire after the execution of this Agreement and who shall have served a minimum of fifteen years of service with the City of Newark.

C. Active employee shall mean those employees who are on actual duty on the date of the Agreement with the Insurance Carrier or the date the City is authorized to be self-insured. Employees who are on sick leave without pay, leave of absence or any other sick leave of absence at the effective date of the contract shall be enrolled for death benefits from the first day of actual return to assigned duty.

D. Said Death Benefit Insurance Coverage shall apply only to employees of the City of Newark and not eligible dependents.

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, provided the contract is in accord with the Agreement.

G. After May 31, 1982, the Association may request the City to negotiate the possibility of including a closed dental plan in this Agreement.

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 members of the bargaining unit 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 related to their jobs and that they have a responsibility for self-development.

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 this 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 the 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.

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.

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 all 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 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 remove from the Bulletin Boards any material which does not conform with the intent and provision of this Article.

ARTICLE XVII - 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, the 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 of the Union advising of such changed deduction.

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 reduction 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 of the Union advising of such changed deduction.

ARTICLE XVIII NO-STRIKE AND NO-LOCKOUT PLEDGE

A. During the term of this Agreement the Union agrees on behalf of itself and insofar as is legally possible, on behalf 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.

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 employee shall be deemed grounds for disciplinary action including 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 XIX - 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 nonmembership 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 XX - SEPARABILITY AND SAVINGS

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 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 XXI - 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 XXII - DURATION

This Agreement shall be in force and effect as of January 1, 1980, and shall be in effect to and including December 31, 1982. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

APPENDIX A- BUILDING TRADES BARGAINING COMMITTEE

EFFECTIVE JANUARY 1, 1981 to DECEMBER 31, 1982

<u>POSITIONS</u>	<u>ANNUAL SALARY</u> 1981	<u>ANNUAL SALARY</u> 1982
Asst. Carpenter Foreman (35 hrs)		
Start-Minimum	\$18,627.34	\$19,558.70
1st Step	19,431.89	20,403.48
2nd Step-Maximum	19,914.62	20,910.35
Asst. Chief Stationary Eng. (40 hrs.)		
Start-Minimum	\$17,719.38	\$18,605.34
1st Step	19,424.94	20,396.18
2nd Step-Maximum	19,910.04	20,905.54
Carpenter (35 hrs)		
Start-Minimum	\$17,491.71	\$18,366.29
1st Step	18,390.03	19,309.53
2nd Step-Maximum	18,961.89	19,909.98
Carpenter Foreman (35 hrs)		
Start-Minimum	\$19,423.79	\$20,394.97
1st Step	20,396.19	21,415.99
2nd Step-Maximum	20,905.55	21,950.82
Carpenter Helper (35 hrs)		
Start-Minimum	\$14,290.87	\$15,005.41
1st Step	15,219.29	15,980.25
2nd Step-Maximum	15,598.99	16,378.93
Chief Stationary Eng. (40 hrs)		
Start-Minimum	\$19,399.48	\$20,369.45
1st Step	21,416.06	22,486.86
2nd Step-Maximum	21,950.89	23,048.43
Construction Helper (35 hrs)		
Start-Minimum	\$13,451.60	\$14,124.18
1st Step	14,494.56	15,219.28
2nd Step-Maximum	14,856.18	15,598.98
Equipment Operator (40 hrs)		
Start-Minimum	\$16,366.50	\$17,184.82
1st Step	17,621.37	18,502.43
2nd Step-Maximum	18,061.27	18,964.33

APPENDIX A- CONTINUATION

<u>POSITIONS</u>	<u>ANNUAL SALARY</u> 1981	<u>ANNUAL SALARY</u> 1982
Heavy Equipment Operator (40 hrs)		
Start-Minimum	\$19,161.00	\$20,119.05
1st Step	20,396.19	21,415.99
2nd Step- Maximum	20,905.55	21,950.82
Mason (35hrs)		
Start-Minimum	\$17,338.91	\$18,205.85
1st Step	18,500.00	19,425.00
2nd Step-Maximum	18,961.89	19,909.98
Mason & Plasterer (35 hrs)		
Start-Minimum	\$17,338.91	\$18,205.85
1st Step	18,500.00	19,425.00
2nd Step-Maximum	18,961.89	19,909.98
Mason & Plasterer's Helper (35 hrs)		
Start-Minimum	\$14,124.18	\$14,830.38
1st Step	15,219.29	15,980.25
2nd Step-Maximum	15,598.99	16,378.93
Mason & Plaster Foreman (35 hrs)		
Start-Minimum	\$19,453.88	\$20,426.57
1st Step	20,396.19	21,415.99
2nd Step Maximum	20,905.55	21,950.82
Mason, Water (35 hrs)		
Start-Minimum	\$16,513.24	\$17,338.90
1st Step	17,619.05	18,500.00
2nd Step-Maximum	18,058.95	18,961.89
Mechanical Repairman (Stationary Equipment 40 hrs)		
Start-Minimum	\$15,879.30	\$16,673.26
1st Step	16,782.25	17,621.36
2nd Step-Maximum	17,204.51	18,064.73
Painter (35 hrs)		
Start-Minimum	\$15,538.80	\$16,315.74
1st Step	16,776.30	17,615.11
2nd Step-Maximum	17,196.52	18,056.34
Painter Foreman (35 hrs)		
Start-Minimum	\$17,396.78	\$18,266.61
1st Step	18,500.00	19,425.00
2nd Step-Maximum	18,961.89	19,909.98

<u>POSITIONS</u>	<u>ANNUAL SALARY</u> 1981	<u>ANNUAL SALARY</u> 1982
Painter, Water (35 hrs)		
Start-Minimum	\$14,798.85	\$15,538.80
1st Step	15,977.43	16,776.30
2nd Step-Maximum	16,377.64	17,196.52
*Parking Meter Collector & Repairman (40 hrs)		
Start-Minimum	\$10,952.28	\$11,499.89
1st Step		
2nd Step-Maximum	12,819.53	13,460.51
Plumber Foreman (40 hrs)		
Start-Minimum	\$19,747.92	\$20,735.31
1st Step	20,396.19	21,415.99
2nd Step-Maximum	21,548.03	22,625.43
Plumber Steamfitter (40 hrs)		
Start-Minimum	\$17,407.37	\$18,277.73
1st Step	18,506.56	19,431.89
2nd Step-Maximum	18,966.30	19,914.61
Plumber (40 hrs)		
Start-Minimum	\$18,277.73	\$19,191.61
1st Step	19,431.89	20,403.48
2nd Step Maximum	19,914.62	20,910.35
Refrigeration Eng. (40 hrs)		
Start-Minimum	\$17,518.33	\$18,394.24
1st Step	19,431.89	20,403.48
2nd Step-Maximum	19,914.62	20,910.35
Senior Body & Fender Repairman (40 hrs)		
Sign Designer, Processor & Letter		
Start-Minimum	\$18,407.30	\$19,327.75
1st Step	18,500.00	19,425.00
2nd Step-Maximum	18,961.89	19,909.98
Stationery Eng. (40 hrs.)		
Start-Minimum	\$17,518.33	\$18,394.24
1st Step	19,431.89	20,403.48
2nd Step-Maximum	19,914.62	20,910.35

*FIVE STEP SALARY RANGE

<u>POSITION</u>	<u>ANNUAL SALARY</u>	
	1981	1982
Stationary Fireman (40 hrs)		
Start-Minimum	\$16,673.27	\$17,506.93
1st Step	17,621.37	18,502.43
2nd Step-Maximum	18,064.73	18,967.96
Supervisor of Equipment Operations (40 hrs)		
Start-Minimum	\$22,394.25	\$23,513.96
1st Step	22,486.86	23,611.20
2nd Step-Maximum	23,048.31	24,200.72
*Traffic Signal Repairman (40 hrs)		
Start-Minimum	\$13,044.90	\$13,697.14
1st Step		
2nd Step-Maximum	15,855.00	16,647.75
Welder (40 hrs)		
Start-Minimum	\$20,190.13	\$21,199.63
1st Step	20,921.75	21,967.83
2nd Step-Maximum	21,546.87	22,624.21
Asphalt Raker (40 hrs)		
Start-Minimum	\$6.21 per hour	\$6.52 per hour
1st Step	6.40 per hour	6.72 per hour
2nd Step-Maximum	6.60 per hour	6.93 per hour
Asphalt Worker (40 hrs)		
Start-Minimum	\$5.86	\$6.15
1st Step	6.03	6.33
2nd Step-Maximum	6.21	6.52
Electrician (35 hrs)		
Start-Minimum	\$17,491.71	\$18,366.29
1st Step	18,390.03	19,309.53
2nd Step-Maximum	18,961.89	19,909.98
Electrician Foreman (35 hrs)		
Start-Minimum	\$19,423.79	\$20,394.97
1st Step	20,396.19	21,415.99
2nd Step-Maximum	20,955.33	22,003.09
Electrician's Helper (35 hrs)		
Start-Minimum	\$14,290.87	\$15,005.41
1st Step	15,220.45	15,981.47
2nd Step-Maximum	15,598.99	16,378.93

*FIVE STEP SALARY RANGE

POSITION

ANNUAL SALARY
1981

ANNUAL SALARY
1982

Traffic Signal Eletrician (35 hrs)

Start-Minimum	\$17,491.71	\$18,366.29
1st Step	18,390.03	19,309.53
2nd Step-Maximum	18,961.89	19,909.98

Traffic Signal Mechanic (35 hrs)

Start-Minimum	\$17,491.71	\$18,366.29
1st Step	18,390.03	19,309.53
2nd Step-Maximum	18,961.89	19,909.98