

3-0151 STORAGE
13-25

Monmouth

THIS AGREEMENT made this 14TH day of NOVEMBER , 1972 ,

Between CITY of LONG BRANCH, a municipal government in the County of Monmouth and State of New Jersey, hereinafter referred to as the "City",

And CHAPTER IV, LOCAL 196, AMERICAN FEDERATION OF TECHNICAL ENGINEERS, AFL/CIO, located at Route 35, Keyport, New Jersey, hereinafter referred to as the "Union".

WHEREAS, The City of Long Branch recognizes the Union as the Majority Representative of the City's employees, as defined in the PERC Certification dated June 13, 1972 , and

WHEREAS, the City and the Union have heretofore entered into negotiations as to various matters concerning the conditions and terms of employment, and

WHEREAS, The City and the Union now desire to reduce the agreements arrived at by said negotiations to a written agreement,

NOW, THEREFORE, WITNESSETH that, the parties hereto, namely the City and the Union do agree as follows:

ARTICLE I - GENERAL PROVISIONS

The provisions of this agreement shall in no way circumvent, conflict or replace Civil Service Law, Rules and Regulations under which the City and its employees are bound or the provisions of Chapter V of the Revised General Ordinances of the City of Long Branch as they apply to the employees covered by this agreement, except that Section 5-16.2 "Grievance Committee" shall not apply; and provided further, that nothing in Chapter V of the Revised General Ordinances shall conflict with the terms of this Agreement.

ARTICLE II - UNION REPRESENTATION

An authorized Union representative shall be permitted to investigate and process grievances. The foregoing shall not be conducted during working hours unless prior permission is received from the Chief Administrative Officer or his designee. Such approval shall not unreasonably be withheld. Further, such activities shall in no way interrupt the working schedule of any employee or group of employees.

ARTICLE III - CITY JURISDICTION

The Union recognizes that the City may not by any agreement delegate authority or responsibility which by law are imposed upon or lodged with the City, its officials or employees.

The City, subject only to the language of this agreement reserves to itself sole jurisdiction and authority over

matter of policy and retains the right in accordance with the laws of the State of New Jersey to do the following:

- (a) direct employees of the City;
- (b) hire, assign, promote, transfer and retain employees covered by this agreement or to suspend, demote, discharge or take disciplinary action against employees;
- (c) to relieve employees from duties because of lack of work or other legitimate reasons;
- (d) to maintain the efficiency of the daily operation entrusted to the City;
- (e) to determine the methods, means and personnel by which such operations are to be conducted;
- (f) to take whatever other actions are necessary to accomplish the mission of the City in any situation.

ARTICLE IV - HOURS OF WORK AND OVERTIME

The normal work week of employees covered by this agreement is Monday through Friday and shall be forty (40) hours per week consisting of eight (8) hours per day. An employee's work schedule may be changed by the City upon no less than eight (8) hours notice to the employee and Union representative.

Overtime shall be compensated at rate of time and half for all hours worked over forty (40) hours in a work week. The City agrees to equal distribution of overtime where reasonable and practical. Overtime list shall be subject to review by the Shop Steward upon request.

ARTICLE V - SENIORITY

Section 1. Seniority shall be defined as the length of an employees continuous service.

Section 2. An employee shall cease to have seniority rights by:

- (a) Resignation;
- (b) Justifiable discharge;
- (c) Unauthorized absence for more than five (5) work days.

Section 3. The City shall supply the Union with an up-to-date seniority list.

VI - GRIEVANCE PROCEDURE

1. A grievance shall be restricted to mean a complaint by an employee or a group of employees that there has been a violation, misunderstanding or misapplication of the provisions of this agreement.

2. A grievance to be considered under this procedure must be initiated in writing by the aggrieved person, a group thereof or the Union within ten (10) calendar days from the time when the aggrieved knew or should have known of its occurrence.

PROCEDURES:

Step 1. The aggrieved, together with the Shop Steward or his alternate shall submit the grievance in writing to his designated supervisor. The written grievance shall state the nature of the grievance and the provision of the Agreement allegedly violated. If the grievance has not been resolved within three (3) days of submission the matter shall be referred on fourth day to STEP 2.

Step 2. The aggrieved together with the Shop Steward or his alternate may appeal the decision or no decision in Step 1 to the Department Head. The appeal shall be in writing. The Department Head shall attempt to resolve the matter with the aggrieved together with the Shop Steward or his alternate within five (5) days from receipt of the appeal. He shall communicate his decision in writing to all parties in interest within five (5) days of said meeting.

Step 3. If the grievance is not resolved within the above time the grievant and the Union may request a review by the Business Administrator within five (5) working days of the receipt of the decision in Step 2. The appeal will be in writing and shall include all of the data submitted in Step 2.

Within five (5) working days the Business Administrator shall discuss the grievance with the aggrieved together with the Shop Steward or his alternate and the business Representative of the Union and shall submit his decision to all interested parties within five (5) working days thereafter.

Step 4. If the grievance is not resolved in Step 3, either party may submit the matter to arbitration.

ARBITRATION PROCEDURE:

Step 1. A request by either party will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

- Step 2. If the parties are unable to determine within ten (10) working days of the initial request for arbitration a mutually satisfactory arbitrator from the submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- Step 3. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The findings of the arbitrator shall be recommendations to the parties. Only the City, the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- Step 4. Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally. If time is lost by an aggrieved due to arbitration proceedings necessitating the retention of a substitute employee, the City will pay only the cost of the substitute. Time lost by the aggrieved must either be without pay or charged to accrued vacation time.

ARTICLE VII - PAYROLL DUES DEDUCTION

The City agrees to deduct from the compensation of any employee member of the American Federation of Technical Engineers, AFL/CIO, Local 196, sufficient monies for the purpose of paying the employees dues to the Union provided said employee authorizes said deduction, in writing, to the Comptroller's Office of the City setting forth the amount to be deducted.

Monies so deducted by the City shall be payable to Local 196, Chapter IV, A.F.T.E., AFL/CIO, through the Secretary - Treasurer, with copy of list of deductions to the President of the local Chapter.

ARTICLE VIII - WORKING CONDITIONS

The employee upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will determine and advise how the work can be performed safely.

The supervisor shall not direct the employee to work under unsafe or hazardous conditions.

ARTICLE IX - CLOTHING

Clothing to employees shall be supplied as follows:

- (a) *Foul weather gear for all employees in Public Works, Repaco and Traffic & Parking Meter Maintenance.

- (b) Uniform service as presently provided for Solid Waste for same employees as above.
- (c) *Meter Maids - the City will replace present uniform articles upon submission to supervisor; however, replacement will be only for normal wear or damage in line of duty.

* For replacement of above articles worn or damaged (in line of duty), article must be presented to supervisor. Replacement of articles wilfully damaged or lost or stolen will be the responsibility of the employee.

ARTICLE X - MEALS

The City will provide meals for employees working overtime at the discretion of the supervisor.

ARTICLE XI - WAGES

1972 - Employees to receive a \$500.00 increase retroactive to January 1, 1972 or the anniversary date of employees hired in 1971.

1973 - Employees to receive a \$350.00 increase effective January 1, 1973 or the anniversary date for employees hired in 1972. Any employee who is at maximum or above maximum shall not receive a salary increase in 1973; however, a cost of living increase will be considered for these employees. The adjustment for cost of living increase shall be made in July 1973 and shall reflect the increase in the Consumer Price Index from January 1, 1973 through June 30, 1973. Under no circumstance shall the increase exceed \$350.00.

LONGEVITY - There shall be a longevity plan in effect in 1973, which longevity plan shall provide that every five years a \$200.00 increment shall be added to the pay received by the said employees. This increment of longevity shall not be included in computations of payment for overtime which computations shall be based solely on the base pay provided for in this contract. Under the longevity plan there shall be a salary increase of \$200.00 after five (5) years of employment, an additional \$200.00 after ten (10) years of employment, an additional \$200.00 after fifteen (15) years of employment, an additional \$200.00 after twenty (20) years of employment, and an additional \$200.00 after twenty-five (25) years of employment. Longevity increments shall be effective on the anniversary dates of employment of the various employees covered under the terms of this contract.

In 1973 employees will receive credit for longevity computed on basis of the foregoing from date of permanent hire through 1973. This accrued longevity will be added to 1973 base salary.

This contract is contingent upon adoption of necessary salary ordinance(s) and any other governmental approvals which

may be required.

ARTICLE XII - TERM OF AGREEMENT

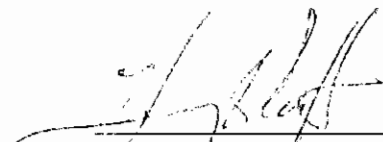
This Agreement shall be effective as of November 14, 1972, and shall remain in effect until December 31, 1973, except that salary increases shall be retro-active to January 1, 1972 or the anniversary date and shall be binding on both the City and the Union, and thereafter from year to year, unless either party shall notify the other in writing that it wishes to change any of the terms of the existing Agreement, it shall notify the other in writing that it desires to do so.

This written notification must be presented in writing at least sixty (60) days prior to the expiration date of this Agreement.

If either party gives notice to the other of a desire to change any of the terms of this Agreement, then within thirty (30) days from the service of this notice, representatives of the City and the Union shall meet to begin discussion and negotiations of such change.

MUNICIPALITY OF LONG BRANCH

ATTEST:


HENRY R. CIOFFI, Mayor


SANITA J. CAMASSA,
City Clerk.

CHAPTER IV, LOCAL 196, A.F.T.E.

ATTEST:

By  11/2
SALVATORE CANCESSI, President.

