

#2685 8/24/95



A G R E E M E N T

BETWEEN

CITY OF LINDEN

And

PUBLIC EMPLOYEES SERVICE UNION LOCAL 702
(Department of Public Works)

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

LAW OFFICES

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PREAMBLE

This Agreement is made effective the first day of January 1995, between the City of Linden (hereinafter referred to as "City"), a Municipal Corporation, situated in the County of Union, and State of New Jersey, and Public Employees Service Union Local 702 (hereinafter referred to as the "Union"), represents the complete and final understanding of all bargainable issues between the City and the Union.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Union as the exclusive representative within the meaning of N.J.S.A. 34:13A-1.1, et seq., as amended, for all full-time employees and permanent part-time employees who work twenty (20) or more hours per week in the bargaining unit in the titles listed in Schedule A excluding supervisors, managerial executives, professional employee, confidential employees, supervisors within the meaning of the Act, clerical employees, craft employees, police and fire employees and all other employees of the City.

B. Supervisors and other excluded personnel shall not be permitted to perform work normally performed by employees covered by this Agreement except for purposes of instruction or in cases of emergency.

C. The term "employee" as used herein shall be defined to include the plural as well as the singular and to include females as well as males.

D. The City agrees that it will not contract out or assign substitutes to any work if such work can be done by the employees in the bargaining unit within the time such work is required to be completed. The City will, however, contract for snow removal, flood control, specialty work that cannot be performed by reason of employee skills or proper equipment, and for reasons of efficiency or economy.

E. The City shall not employ any contractor(s) except emergency and specialty work while employee(s) are on lay-off, nor shall employee(s) be laid off if any contractor(s) are performing work associated to the bargaining unit, so long as the laid off employee(s) are qualified to perform this work.

ARTICLE II

MANAGEMENT RIGHTS

A. The City retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities vested in it prior to the signing of this Agreement including the executive management and administrative control of the City Government, the methods and means of the most efficient and appropriate manner to deploy personnel, as may be determined by the City and to subcontract work performed by employees covered by this Agreement.

B. Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities, and rights reserved to the employer, among which are the direction and operation of the Department of Public Works, the types of work to be performed, the work assignments of employees, the machinery, tools, and equipment to be used, hours of work, the right to hire, promote, transfer, discipline, or discharge employees for just cause and the making and enforcing of reasonable rules and regulations for discipline and safety of its employees.

ARTICLE III

NON-DISCRIMINATION

A. The City and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

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. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered by this Agreement who are not members of the Union.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties involving interpretation or application of any provisions of this Agreement.

B. Steps of the Grievance Procedure

An aggrieved employee shall present his grievance, in writing, within ten (10) days of its occurrence or such grievance will be deemed waived. In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1: The employee and the steward or the employee individually, but in the presence of a steward shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within three (3) working days the employee or the steward may forward the grievance to the next step in the procedure.

Step 2: The steward will discuss the grievance with the head of the Department or his designee. In the event the grievance may be appealed at the next step.

Step 3: Within thirty (30) calendar days of the Union's notification of the unsatisfactory resolution of a grievance in Step 2, members of the City Council Department of Public Works Committee, Director of Public Works, Administrative Assistant to the Director of Public Works, the City's Labor

Negotiator, the aggrieved employee and a maximum of four (4) representatives of the Union shall meet to resolve the grievance. The City shall advise the Union in writing of its decision to the grievance within fourteen (14) calendar days of such meeting.

C. In the event the City's decision is unsatisfactory, the Union may petition N.J. P.E.R.C. to arbitrate the grievance. All decisions of a P.E.R.C. appointed arbitrator will be final and binding upon the City and the Union.

D. If, at any time the aggrieved appeals his grievance before the Civil Service Commission, then from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.

E. If, in any of the foregoing steps, either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration. Either party may grant an extension of time to respond at any step in the aforementioned procedure. A request to grant such extensions shall not be unreasonably withheld.

F. It is further agreed that an arbitrator may in no way change, modify, add to or delete any provision of this Agreement or any signed supplemental Agreement.

ARTICLE V

RATES OF PAY AND LONGEVITY

A. Rates of Pay.

Each employee shall be paid not less than the rate for his classification for all time spent in the service of the City in accordance with the table of job classifications and rates of pay in Schedule A.

B. Longevity.

For each completed five (5) years of employment, the City will pay an amount equal to two (2%) percent of annual base pay, but not to exceed ten (10%) percent or one thousand two hundred (\$1,200.00) dollars per year.

1. Total longevity shall be calculated by multiplying an employee's annual salary as of the preceding December 31st by the total entitlement percentage.
2. Longevity pay for employees entitled thereto between the period of January 1st through June 30th shall commence on January 1st of the current year.
3. Longevity pay for employees entitled thereto between the period of July 1st through December 31st shall commence on July 1st of the current year.
4. Leaves of absence requested by an employee shall not be included in determining length of service.

5. Longevity pay shall be considered as part of base wages, for the purpose of computing overtime pay, holiday pay, vacation pay, sick pay and retirement. Entitlement of longevity is based on the employee's initial date of hire.
6. Employees hired after January 1, 1975 will not be entitled to longevity pay. The longevity provisions contained herein will continue in full force and effect for all employees hired prior to January 1, 1975.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. Hours

1. Each employee will be scheduled to work a minimum eight (8) hour day, forty (40) hour week.

2. Employees assigned to the Sanitation Department, Tree Trimming Department and Automatic Street Sweepers, and three (3) Automotive Mechanics, no particular grade, and one (1) tire man, will work from 7:00 a.m. to 3:30 p.m. Monday through Friday.

3. Employees assigned to Parks, Roads and Sewer Departments, City Landfill, Automotive Mechanics and Repair Group, Heavy Equipment and all Garage Helpers will work from 7:00 a.m. to 3:30 p.m. Monday through Friday.

B. Assignments

1. The City may assign two (2) employees in the Sewer Department to work 4:00 p.m. to 12:00 midnight, Monday through Friday. Such assignment will be filled first by volunteers and secondly by rotation every four (4) weeks.

2. The City may assign two (2) laborers to work 4:00 p.m. to 12:00 midnight; one to work Monday through Friday, the second Saturday through Wednesday.

3. The City may also assign two (2) laborers to work 11:00 p.m. to 7:00 a.m. Monday through Friday for the purpose of sweeping streets in the business district of the municipality.

4. While assigned to the 4:00 p.m. to 12:00 midnight and 11:00 p.m. to 7:00 a.m. work shifts described in subparagraphs 1 and 2 above, employees shall receive thirty (30) cents per hour for each hour worked in addition to their regular hourly rate of pay.

5. In the event of an emergency or periods of abnormal workloads, the City may assign no more than five (5) day employees working the 7:00 a.m. - 3:30 p.m. or 8:00 a.m. - 4:30 p.m. shifts to either 4:00 p.m. to 12:00 midnight or the 12:00 midnight to 8:00 a.m. shift, Monday through Friday. No employee shall be assigned to either shift for a period of more than four (4) consecutive months, nor more than twice in one (1) calendar year. Qualified volunteers, followed by least classification seniority employees will be the order of assignment.

6. The City will not require an employee to take time off to compensate for time worked in excess of eight (8) hours each work day or forth (40) hours in a work week.

C. Lunch Periods, Overtime Lunches and Coffee Breaks

1. All employees working between the hours of 7:00 a.m. and 4:30 p.m. will be granted an unpaid one-half ($\frac{1}{2}$) hour lunch period between 11:00 a.m. and 1:00 p.m.

2. Employees working 4:00 p.m. to 12:00 midnight or 11:00 p.m. to 7:00 a.m. will be entitled to a paid lunch period during each eight (8) hour shift as their individual work schedule may permit.

3. The City will allow a one-half (½) hour paid lunch period to any employee working in excess of ten (10) consecutive hours and an additional one-half (½) hour paid lunch period after each subsequent four (4) hour work period.

4. For each overtime paid lunch period an employee shall receive a meal allowance of six dollars (\$6.00).

5. The City will allow a paid fifteen (15) minute coffee break once during each four (4) hour work period of a regularly scheduled eight (8) hour work day.

D. Overtime and Premium Pay

1. One and one-half (1½) times the straight time rate of pay shall be paid for all work:

- a. Performed in excess of eight (8) hours in any twenty-four (24) hour work period.
- b. Performed prior to start time.
- c. Performed after quitting time.
- d. Performed on the first scheduled day of rest.

2. One and one-half (1½) times the straight time hourly rate of pay shall be paid for work performed on a holiday in addition to holiday pay.

3. Two (2) times the straight time hourly rate of pay shall be paid for all work performed on an employee's second scheduled day of rest.

4. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

5. Overtime either worked or refused by an individual employee shall be posted on the City's bulletin board on a weekly basis. An employee will be charged with having worked overtime if he cannot be reached by telephone. The City will in such cases note the time the telephone call was placed.

6. In the event of an emergency employees shall be required to work overtime in accordance with the established overtime rules.

7. An employee may at his request be relieved of duty after sixteen (16) continuous hours on duty.

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

A. Holidays

1. Each of the following holidays are recognized by the City and shall be paid as eight (8) hours at the straight time hourly rate without performing work:

New Year's Day
Martin Luther King Day
Washington's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
General Election Day
Christmas Day

2. Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the Holiday and paid accordingly. Should any of the listed holidays fall on a Sunday, the following Monday shall be considered the holiday and paid accordingly.

3. The City may deny an employee holiday pay if he is absent from work without authorization either the work day immediately preceding or following a holiday. In cases of illness the City may require a doctor's certificate.

B. Personal Days

New employees will be eligible for one (1) personal day off with pay after six months of active employment, and one (1) personal day off with pay after one (1) year of active

employment. Subsequent to one (1) year of active employment, an employee will be immediately eligible for the prescribed second personal day off per calendar year, if not already received. The City shall grant the personal day requested provided operations permit. A request for the personal day off may be denied unless the request is made a minimum of three (3) days in advance.

ARTICLE VIII

VACATION

A. Vacation entitlement shall be based upon the following schedule:

<u>PERIOD OF EMPLOYMENT</u>	<u>VACATION ENTITLEMENT</u>
0-1 Year	One (1) working day each month
2 years through 5 years	12 working days
6 years through 10 years	15 working days
11 years through 15 years	20 working days
16 years through 20 years	22 working days
21 years through 24 years	25 working days
25 years and over	30 working days

B. Vacation may be scheduled at any time during the year to the extent it is practicable to do so.

C. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation, the next scheduled working day following the vacation period.

D. Vacations shall be selected by December 15th of each year and scheduled by the City no later than March 1st of the following year.

E. Senior employees shall be given preference in the selection of vacation periods within their particular classification.

F. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual

employee, on a minimum of ten (10) working days in advance notice.

G. On January 1st following the date of employment, an employee will be entitled to twelve (12) working days vacation regardless of his date of hire, and will be eligible each January 1st thereafter to vacation entitlement in accordance with Paragraph A hereof.

ARTICLE IX

SICK LEAVE

A. Definition

For the purposes of this Agreement, sick leave shall be defined as paid leave granted to an employee who through sickness or injury becomes incapacitated to a degree that would cause a hardship for the employee to perform the duties of his or her assigned job, or who is quarantined by a licensed physician because of exposure to a contagious disease.

B. Earned Sick Leave

1. Except for new employees, each employee shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year.

2. New employees will earn one and one quarter (1¼) days sick leave for each month of the first year of active employment, but in no event be paid sick leave until after three (3) months active employment.

3. After one (1) year of active employment, the difference between sick leave earned during that calendar year and fifteen (15) days will be credited to the employee.

C. Unused sick leave days shall be cumulative from year to year without limit.

D. Employees requiring sick leave in excess of what is provided above will be considered for additional sick leave.

E. An employee on sick leave four (4) or more consecutive days shall submit acceptable medical evidence substantiating the illness.

F. An employee who has been absent on sick leave for periods totalling ten (10) days in one (1) 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 at one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

G. In the event an employee suffers an on the job accident, said employee will be paid for any time lost on that particular work shift as a result of the accident.

H. Any employee who has accumulated ninety (90) or more days of earned sick leave may at his option sell back sick leave days during the period of January 1st through January 15th of the succeeding year at his prevailing salary according to the following schedule:

<u>Sick Days Taken</u>	<u>Bank</u>	<u>Cash</u>
0	10 days	5 days
1	10 days	4 days
2	10 days	3 days

ARTICLE X

FUNERAL LEAVE

A. In the event of a death in an employee's immediate family, namely: spouse, children, brother, sister, parents, parents-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or spouse, the employee shall be paid in full for the time lost through the day of the funeral not to exceed three (3) work days to attend to arrangements, services, or funeral. This three (3) days funeral leave provision also applies in the event of a death of any other relative if such relative resides with the employee.

B. Consideration shall be given an employee to extend funeral leave after the day of the funeral to the maximum three (3) days leave permitted with pay, or to a maximum of seven (7) calendar days, with the days beyond three (3) to be without pay. With the prior approval of the Department Head, time on the books may be used for funeral leave.

C. The City may request submission of proof of death, which may be evidenced by a public newspaper obituary notice. Failure to produce such evidence upon request may result in the forfeiture of funeral leave benefits and/or loss of pay.

ARTICLE XI

HEALTH INSURANCE

A. The City shall provide each employee at the City's own cost and expense the following Health Care Insurance with dependent coverage:

1. Blue Cross-Blue Shield Plan of NJ - 14/20 Fee Schedule
2. Major Medical
3. Dental Care
4. Vision Care

B. The City shall provide all employees and their eligible dependents with dental care plan, vision care plan and prescription drug plans. The prescription co-payment shall be \$3.50 for generic drugs and \$5.00 for name brand drugs. The entire cost of premiums to these benefit plans will be paid by the City.

C. Disability Benefits coverage under the New Jersey Division of Unemployment and Disability Insurance Program. It is mandatory for all employees to participate in the payment of premiums to said Temporary Disability Insurance to the extent dictated solely by the New Jersey Division of Unemployment and Disability.

D. The City will provide all employees with Workers Compensation Insurance.

E. The City reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.

ARTICLE XII

SENIORITY

A. Seniority for the purpose of this Agreement is defined as follows:

1. Seniority is the employee's total employment service and is determined by his initial date of hire by the City.
2. Classification Seniority is the employee's employment service within a particular classification. Classification Seniority is determined by the date the employee is permanently assigned the classification.

B. The City will provide the Union with a list of employees covered by this Agreement indicating name, address, date of hire, classification, date of entry into classification and rate of pay. Subsequent written notices to the Union will be limited to new employees covered by this Agreement and changes to an employee's classification and rates of pay.

ARTICLE XIII

LEAVE OF ABSENCE

A. Any recognized official of the Union will be granted a leave of absence without pay for the purpose of attending to Union business off the job, provided said absence does not unreasonably affect departmental operations.

B. The Union will give at least twenty-four (24) hours notice for such a request.

C. Military Leave

1. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto shall be granted all rights and privileges provided by the Act.

2. An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance.

ARTICLE XIV

JURY DUTY

A. An employee called for Jury Duty will be excused from work for the period actually in attendance at court and he will be paid the difference between Jury Duty fees received and his regular daily earnings for such time he is required to be in attendance in court.

B. If an employee is not required to report or serve the court on any particular day during his tour of Jury Duty, he shall report to his regular assigned job.

C. In the case of an employee scheduled to work between the hours of 12:00 midnight and 8:00 a.m., the aforementioned requirement to work his regular assigned job shall apply to the work shift immediately prior to his day off from having to report or serve the court.

ARTICLE XV

ACCUMULATED SICK LEAVE ON DEATH, RETIREMENT OR LAYOFF

Upon retirement, death or layoff only, an employee, his heirs or estate will be paid one (1) day of base pay for each three (3) days of the first two hundred one (201) days of accumulated earned sick leave, and one (1) day of base pay for each two (2) days of accumulated earned sick leave over and above two hundred one (201) days to a maximum total reimbursement of nine thousand five hundred dollars (\$9,500.00).

ARTICLE XVI

UNION SECURITY AND DUES CHECK-OFF

Union Security

A. The Union shall furnish the City with a complete list of all employees who are members in good standing of the Union as of the date of this Agreement and such persons shall continue as members in good standing of the Union for the duration of this Agreement. Employees who in the future elect to join the Union shall continue as members in good standing for the duration of this Agreement.

B. The City agrees that dues deduction authorizations shall be irrevocable for the term of the current Agreement, and the term of each succeeding Agreement, unless an employee gives the City written notice to revoke his or her authorization to deduct union dues. In such event, the deduction of dues shall be halted one (1) year from that date of the revocation notice, or at the end of the term of the Agreement then in effect, whichever first occurs.

C. Upon completion of the probationary period, all employees shall be added to dues check-off list at eighty-five (85%) percent of the Union dues until such time as they choose to become members of the Union.

D. Dues Check-Off

1. The City agrees to deduct established union dues from the pay of each Union member once each month and to deduct eighty-five (85%) percent of the established Union dues from all

non-Union employees in the bargaining unit. The City shall transmit such dues with a list of employees to the Treasurer of the Union within ten (10) days after the dues are deducted.

2. The Union agrees to furnish written authorization, in accordance with the law, from each employee authorizing these deductions.

E. Miscellaneous

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City in reliance upon the Union's representations concerning the provisions of this Article.

ARTICLE XVII

MAINTENANCE OF OPERATIONS

It is intended that all differences between the City and the Union shall be settled through the Grievance and Arbitration provisions of this Agreement. Therefore, the City agrees that it will not lock out its employees and the Union agrees that it will not sanction a strike, slow downs or work stoppage during the life of this Agreement.

ARTICLE XVIII

UNIFORMS AND SAFETY EQUIPMENT

A. Employees will receive an annual cash payment of \$325.00 in the first pay period in July for the purchase of approved work clothes. In addition, the City will furnish each employee with five (5) orange colored tee shirts on or about May 1 of each year.

B. Employees classified as Senior Mechanics, Mechanics, Mechanics Helper, Body & Fender Repairer, Welder, and two (2) Laborers assigned to servicing department automotive equipment shall have the option of selecting either a three hundred dollar (\$325.00) work uniform allowance, or no later than the first week in January of each year, five (5) sets of uniforms with laundry service.

C. The City shall approve on a fair wear and tear basis, the replacement of each employee's safety work shoes. Upon the presentation of the worn or damaged work shoes and a bona fide sales slip for a new pair of safety work shoes, the City shall reimburse an employee a maximum of one hundred (\$100.00) dollars.

D. The City will supply the initial back support belts to each affected employee. All additional belts will be provided on a fair wear and tear basis.

E. The City shall provide each employee, and replace on a fair wear and tear basis: rain gear, rubber boots and work gloves, rubber gloves, leather gloves, safety hats, safety vests and safety glasses. Flashing warning lights and other types of

safety clothing and equipment will also be provided and similarly replaced by the City on a selective need basis as determined by the City.

F. The loss or theft of any city issue of safety or protective clothing, or equipment described in Paragraph D hereof, shall be immediately replaced by the individual employee at his own cost and expense.

ARTICLE XIX

NOTIFICATION TO THE UNION

A. The City will notify the Union in writing of any promotions, demotions, transfers, lay-offs or terminations and of newly hired employees.

B. The City will provide the Union with a list of employees covered by this Agreement indicating name, address, date of hire, classification, date of entry into classification and rate of pay. Subsequent written notices to the Union will be limited to new employees covered by this Agreement and changes to an employee's classification and rates of pay.

ARTICLE XX

PROMOTIONS, DEMOTIONS AND TRANSFERS

A. It is the intention of the City to fill job vacancies form within the bargaining unit whenever possible before hiring new employees.

B. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

C. Notice of all job vacancies shall be posted on the bulletin board and will include job title, labor grade, and a brief description of job duties including qualifications and necessary skills. Those employees who make application during the posting period will be considered for the job. The posting period shall be eleven (11) work days.

D. Temporary promotions shall be offered to the most senior qualified employee who bids for the job in accordance with the attached promotional chart.

E. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of three (3) months. In the event the employee does not successfully pass this three (3) month trial period, such employee shall be given his former position without any loss of seniority or pay.

ARTICLE XXI

LAY-OFFS AND RECALL

A. The City may reduce the work force for reasons of economy, efficiency or a permanent lack of work.

B. If the reduction of the work force becomes necessary, employees will be laid off in the order of least Department of Public Works seniority, provided essential jobs vacated by a lay-off can be filled by remaining employees qualified to perform the job or jobs.

C. Notice of such lay-offs shall be given forty-five (45) days before the scheduled lay-off.

D. Laid off employees with five (5) or more years of employment service will be granted four (4) weeks severance pay.

E. Any employee laid-off shall be placed on the recall list for one year.

F. The City, upon rehiring, shall do so in the order of seniority entitlement. Under no circumstances shall the City hire from the open market while employees on the recall list are capable to perform the duties of the vacant position are ready, willing, and able to be re-employed.

G. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such employee.

ARTICLE XXII

DISCHARGE AND DISCIPLINE

A. The City shall not discharge or suspend any employee without just cause.

B. Before any employee is disciplined, suspended, or discharged, there shall be a conference held between the Union and the City.

C. All disciplinary actions must be reduced to writing and a copy of such letter shall be given to the employee, the Union at its office, and the Shop Steward.

D. The failure of an employee driver of city motor vehicles or equipment to report the revocation of said employee's New Jersey State drivers license may result in suspension or other disciplinary action.

E. The Union and the City maintain that habitual offenders of the City's rules and regulations, departmental rules and regulations, Civil Service rules and regulations, shall be given an opportunity to improve their work habits. An habitual offender is defined as an employee who commits three (3) offenses of the same or similar nature. Once an employee is classified as habitual he will be given a final written warning. Any further offense or offenses may result in permanent discharge of said habitual offender.

ARTICLE XXIII

SAFETY PROGRAM

A. The City shall establish, promote and enforce a Safety Program to safeguard the Health, Life and Limbs of its employees and to properly maintain its equipment in such a manner which will insure safe operation. There shall be a joint Union-Management Safety Committee comprised of two (2) employees designated by the Union and two (2) management employees. The purpose of the committee is to review items relating to safety and to make recommendations to promote safety.

B. Employees will not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline.

C. Safety flashing lights shall be conspicuously mounted on all motorized equipment.

D. The City shall make available clean and adequate wash and toilet facilities.

E. Employees assigned to collect garbage shall not be required to lift receptacles which weigh in excess of fifty (50) pounds.

F. The City will have a safety engineer or representative from the City's insurance company perform a safety audit of the Public Works Garage a minimum of two (2) times per year.

ARTICLE XXIV

OTHER CONDITIONS

A. Vacancies in lateral job assignments of each job classification will be filled by the most qualified employee. A senior employee may question a lateral assignment of an employee with less seniority.

B. The City agrees that it will not be unreasonable or arbitrary in making a determination as to whether or not such employee is qualified for the later assignment, and is subject to the first three (3) steps of the Grievance Procedure. A grievance which arises from this provision is not arbitrable.

C. All new employees will be advised of the City's policies, procedures and work rules and will be given a copy of the appropriate job description sheet.

D. The City agrees not to deduct wages from time spent by an employee during regular work hours to receive medical treatment arising from an on-the-job injury. Such employee shall return to work upon completion of medical treatment whenever it is possible to do so.

E. The City agrees to provide annually at no cost to employees flu shots, providing the administration of shots is done on the employee's own time. The Union shall provide the City with a list of the employees requesting the shots and the City shall determine the doctor, place and time.

F. The City shall to the fullest extent possible assign all new laborer employees hired after January 1, 1982 to sanitation trucks in the order of least seniority, except that more senior employees may volunteer for such assignments; or except such employees deemed unqualified for alternate laborer assignments; or an individual hired with a particular skill.

1. The City further agrees not to arbitrarily or unreasonably fill temporary Sanitation Laborer vacancies by assigning the same individual continually.

2. A vacancy which is expected to occur for an extended period of time shall be offered first to volunteers.

G. The City will provide the Union with an intended minimum manning schedule which may be changed from time to time at the discretion of the City.

ARTICLE XXV

SHOP STEWARDS

A. The City recognizes the right of the Union to designate a single Shop Steward and a single Shop Steward Alternate.

B. The authority of the Shop Steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances.

2. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers.

C. The Shop Steward and alternate have no authority to take strike action or any other action interrupting the City's business.

D. The Shop Steward and alternate shall be permitted to investigate, present, and process grievances without loss of time or pay. Such time spent in handling grievances shall be within reasonable limits and shall be considered working hours in computing daily and/or weekly overtime.

E. The Shop Steward or alternate shall obtain permission to leave his job assignment from his supervisor. The Supervisor shall give such Shop Steward or alternate an "Off-the-Job" slip, providing departmental operations are not unreasonably affected. It is not the intent of the City to prevent the Shop Steward or alternate from carrying out their duties or responsibilities.

F. The Union shall advise the City in writing of the names of the Shop Steward and the alternate and all other Union personnel authorized to act on behalf of the Union, within fourteen (14) calendar days of their election or appointment to such positions.

ARTICLE XXVI

VISITATION RIGHTS

Providing proper advance notice is given, a representative or representatives of the Union shall have access during working hours to all facilities, buildings, grounds, and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

ARTICLE XXVII

BULLETIN BOARDS

A. The City agrees to provide a suitable bulletin board for the exclusive use by the Union to post official notices relating to meetings and other Union affairs.

B. All such notices shall be signed by the Shop Steward or alternate to indicate official Union approval.

C. Any notice of a political or personal nature, or of a matter unrelated to Union affairs shall be subject to immediate removal.

ARTICLE XXVIII

MISCELLANEOUS

A. Weekly Pay

1. The City agrees to pay wages earned on a weekly basis which will include wages for overtime hours.
2. Employees will be paid by check every week.
3. Employees will be paid during working hours. When pay day falls on a holiday, then the preceding day will be pay day.

B. Classification and Wages

1. An employee in a particular classification who does not receive the maximum rate of pay for the classification to which he is assigned shall receive the next higher increment rate at the end of each twelve month period of employment until the employee receives the maximum rate of pay for his classification. Whenever a general wage increase is granted, it shall be in addition to any increment entitlement.
2. All drivers and laborers shall receive the Sanitation Truck Driver and Sanitation Laborer hourly rates of pay only when assigned to a sanitation truck to collect garbage or trash. Also, all truck drivers and laborers assigned to driving snow plowing equipment during the emergency period of a snow storm shall receive the Sanitation Truck Driver rate of pay.
3. The salaries as listed in Schedule A represents employees' hourly rates effective January 1, 1995 through December 31, 1997.

4. The Senior Laborer, a position assigned at the sole discretion of the Superintendent of Public Works, shall receive a differential of fifty cents (50¢) per hour above the Laborer rate of pay.

5. The Recycling Laborer, a position assigned at the sole discretion of the Superintendent of Public Works, shall receive a differential of seventy cents (70¢) per hour above the Laborer rate of pay for Tier 1 only.

6. The Recycling Laborer, a position assigned at the sole discretion of the Superintendent of Public Works, shall receive a differential of fifty cents (50¢) per hour above the Labor rate of pay for Tier 2 only.

7. The Sanitation Laborer, a position assigned at the sole discretion of the Superintendent of Public Works, shall receive a differential of one dollar (\$1.00) per hour above the Laborer rate of pay for Tier 2 only.

8. In the event the City establishes positions not included in Schedule A the City may establish the initial salary for such position. If the Union makes a claim that such position(s) belongs in this bargaining unit, the Parties shall enter into negotiations concerning same and in the event no agreement is reached, either Party may refer the matter to the Public Employment Relations Commission.

C. State of Federal Laws

Nothing herein shall be construed to deny to any individual employee his rights under State or Federal laws.

D. Bona Fide Errors

Inadvertent or bona fide errors by the Employer or Union will not apply to the terms and conditions of this Agreement if such error is not corrected within ninety (90) days from the date of the error.

ARTICLE XXIX

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; however, all other provisions shall not be affected and shall remain in full force and effect.

ARTICLE XXX

FULLY BARGAINED AGREEMENT

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 parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect to and including December 31, 1997, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Linden on this 8th day of September 1995.

PUBLIC EMPLOYEES SERVICE
UNION LOCAL 702

Gregory Feeny

CITY OF LINDEN

John T. Gregorio
Mayor John T. Gregorio

ATTEST:

Val Imbriaco
Val Imbriaco, City Clerk

SALARY SCHEDULE A

TIER 1

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

EMPLOYEES HIRED BEFORE JANUARY 1, 1995

GRADE	JOB TITLE	YEAR	START	1ST	2ND	3RD
1	LABORER	1995	14.60	15.21	15.76	16.33
		1996	15.11	15.74	16.31	16.90
		1997	15.64	16.29	16.88	17.49
2	SANITATION LABORER	1995	15.95	16.50	17.13	17.71
		1996	16.51	17.08	17.73	18.33
		1997	17.09	17.68	18.35	18.97
3	MECHANICS HELPER TRUCK DRIVER	1995	15.61	16.16	16.73	18.11
		1996	16.16	16.73	17.32	18.74
		1997	16.73	17.32	17.93	19.40
4	BODY & FENDER MECHANIC MECHANIC MOTOR BROOM DRIVER SANITATION TRUCK DRIVER TREE TRIMMER	1995	16.95	17.44	18.03	18.57
		1996	17.54	18.05	18.66	19.22
		1997	18.15	18.68	19.31	19.89
5	HEAVY EQPMT. OPERATOR SENIOR MECHANIC SENIOR TREE TRIMMER WELDER	1995	19.47	19.60	19.71	19.88
		1996	20.15	20.29	20.40	20.58
		1997	20.86	21.00	21.11	21.30

SALARY SCHEDULE A

TIER 2

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

EMPLOYEES HIRED AFTER JANUARY 1, 1995

GRADE	JOB TITLE	YEAR	1ST	2ND	3RD
1	LABORER	1995	10.00	11.00	12.00
		1996	10.00	11.00	12.00
		1997	10.00	11.00	12.00
2	SANITATION LABORER	1995	11.00	12.00	13.00
		1996	11.00	12.00	13.00
		1997	11.00	12.00	13.00
3	TRUCK DRIVER MECHANICS HELPER	1995	12.00	13.00	14.00
		1996	12.00	13.00	14.00
		1997	12.00	13.00	14.00
4	BODY & FENDER MECHANIC MECHANIC MOTOR BROOM DRIVER SANITATION DRIVER TREE TRIMMER	1995	13.00	14.00	15.00
		1996	13.00	14.00	15.00
		1997	13.00	14.00	15.00
5	HEAVY EQUIPMENT OPERATOR SENIOR MECHANIC SENIOR TREE TRIMMER WELDER	1995	16.00	16.00	16.00
		1996	16.00	16.00	16.00
		1997	16.00	16.00	16.00



VAL D. IMBRIACO

City of Linden

Union County, New Jersey

OFFICE OF CITY CLERK
CITY HALL - 301 N. WOOD AVENUE
LINDEN, NEW JERSEY 07036

474-8445

1906?

September 27, 1995

Mayor John T. Gregorio
President of Council George N. Milkosky

MBRS. OF THE EMPLOYEE CONTRACT
NEG. & LABOR RELATIONS COMM.
Robert F. Bunk, Chairman
Albert S. Youngblood, Vice-Chairman
Charles J. Crane

City Attorney Edward J. Kologi
City Treasurer Joseph Suliga
Gerald Dorf, Esq.
Gregory Feeney, PESU Local 702
Public Works Representative

**Re: Local 702 Public Employee Service Union (P.E.S.U.) Public Works Unit
Agreement - January 1, 1995 to December 31, 1997**

Gentlemen:

Please exchange the enclosed page 49 in your copy of the above captioned agreement.

Your cooperation in this matter is appreciated.

Very truly yours,

Val D. Imbriaco
City Clerk

VDI:ccd

Enclosure

cc: Public Sector Librarian, IMLR Library - Rutgers University, Ryders Lane and
Clifton Avenue, New Brunswick, New Jersey 08903

a:\letters\contrltr.doc pg2

SALARY SCHEDULE A

TIER 2*

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

EMPLOYEES HIRED AFTER JANUARY 1, 1995

GRADE	JOB TITLE	YEAR	1ST	2ND	3RD
1	LABORER	1995	10.00	11.00	12.00
		1996	10.00	11.00	12.00
		1997	10.00	11.00	12.00
2	SANITATION LABORER	1995	11.00	12.00	13.00
		1996	11.00	12.00	13.00
		1997	11.00	12.00	13.00
3	TRUCK DRIVER MECHANICS HELPER	1995	12.00	13.00	14.00
		1996	12.00	13.00	14.00
		1997	12.00	13.00	14.00
4	BODY & FENDER MECHANIC MECHANIC MOTOR BROOM DRIVER SANITATION DRIVER TREE TRIMMER	1995	13.00	14.00	15.00
		1996	13.00	14.00	15.00
		1997	13.00	14.00	15.00
5	HEAVY EQUIPMENT OPERATOR SENIOR MECHANIC SENIOR TREE TRIMMER WELDER	1995	16.00	16.00	16.00
		1996	16.00	16.00	16.00
		1997	16.00	16.00	16.00

* Tier 2 employees upon completion of this Agreement and attaining the maximum in title will be eligible for negotiations of a raise thereafter.

