

# AGREEMENT

BETWEEN

THE CITY OF EAST ORANGE, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

White Collar - Clerical and Professional

Blue Collar - Skilled, Craft, Transport and Maintenance

Library - Professional and Non-Professional

Police Department - Civilian Non-Supervisory Personnel



January 1, 2005 – June 30, 2006



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## ARTICLE I

### RECOGNITION

1. The City hereby recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following employees:
  - a. Full-time professional and clerical white collar employees employed by the City, excluding school crossing guards, police officers, fire fighting employees, seasonal employees, confidential employees, managerial executives and supervisors within the meaning of the New Jersey Public Employment Relations Act. The term "employees" is intended to include the job titles listed in Schedule "A" annexed hereto and made a part hereof.
  - b. Full-time employees of the City, including full-time employees in the Department of Building Maintenance, Engineering Department, Dog Warden Division[s] of the Health Department, including professional, and clerical employees and excluding managerial executives, police officers, fire fighters, temporary employees and supervisors within the meaning of the New Jersey Public Employment Relations Act. The term "employees" is intended to include the job titles listed in Schedule "A" and annexed hereto and made a part thereof.
  - c. At the East Orange Public Library, two units including the following job categories: 1. Professionals, Library Interns, Librarians, Senior Librarians and Principal Librarians. 2. Support Staff: Senior Library Assistant, Principal Library Assistant, Building Maintenance Worker, Audio Visual Aide Clerk, Library Clerk Driver, Account Clerk, Clerk Typist, Senior Clerk Typist, Library Assistant, and Supervising Library Assistant. Excluded from the units are all management and confidential and/or temporary employees, security guards, pages, interns and trainees.
  - d. All permanent and/or regularly employed Police Department non-professional and non-supervisory Civilian employees employed by the City, but excluding all supervisors, confidential and managerial employees within the meaning of the New Jersey Public Employment Relations Act. The term "employees" is intended to include the job titles listed in Schedule "A" and annexed hereto and made a part thereof.
2. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating units.

## INTRODUCTORY STATEMENT

It is the intention of both the City and the Union that this Agreement effectuate the policies of Chapter 303, of the laws of 1968, N.J.S.A. 34:13A-1 et seq. (hereinafter Chapter 303) and be construed to harmonize with the Rules and Regulations of the New Jersey Department of Personnel.

## PREAMBLE

White, Blue Collar and Police Department Bargaining Unit Members:

THIS AGREEMENT, made as of January 1, 2005, by and between the CITY OF EAST ORANGE, NEW JERSEY, hereinafter referred to as the "City," the bargaining unit employer representative, i.e., City/Library/Police Department, and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union." By the consolidation of these contracts, it is not the intention of the parties to expand or diminish past practice in any department of the City.

Library Bargaining Unit Members:

The EAST ORANGE PUBLIC LIBRARY BOARD OF TRUSTEES and the COMMUNICATIONS WORKERS OF AMERICA, on behalf of Local 1077, library service to the citizens of East Orange is their primary aim, and agree that the character of such library service depends upon the quality of professional and non-professional services, and support activities, the availability of materials in all media, and the functional utility of the Library facilities.

The Board and the Union recognize that the Library provides the means of self education for its citizens, stimulates study and research, and serves as a source of information and reading for pleasure. The Library is an essential element in the community's educational, cultural, and social activities, and all citizens should have access to its facilities and service, including during evenings and weekends.

The Board and the Union recognize the Library must operate according to New Jersey R.S. 40:54-1 to 35 and any other laws or regulations relating to the operation of Public Libraries. The Board and the Union also recognize the Library's responsibility as an "Area Library" to meet the New Jersey State Library's networking standards.

## ARTICLE II

### MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

It is recognized and agreed that the City possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the provisions of this Agreement. These rights include but are not limited to: selection and direction of its employees; to hire, promote, transfer, assign, and retain employees in positions within the unit, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to determine the methods, means and personnel by which such operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the City may take whatever actions may be necessary to carry out the mission of the facility or department in situations of emergency.

**ARTICLE III**

**HEALTH BENEFITS**

White, Blue Collar and Police Department Bargaining Units:

1. The City agrees to continue to pay full health insurance coverage under Blue Cross and Blue Shield of New Jersey. The City shall pay for the cost of premiums for the individual employee and dependents, including his/her spouse, if any. The City will consult with the Union prior to making any change in the insurance carrier or the insurance program.
  - a. Consistent with the current policy, the City shall provide a co-pay prescription plan for each covered employed and his/her dependents as follows: \$5.00 for generic prescriptions and \$10.00 for brand name prescriptions.
  - b. Effective upon thirty (30) days notice, the employee shall pay a \$10.00 co-pay for each HMO doctor visit.

The AFLAC Plan will be adopted and the parties agree that the City will offer a payment for employees who annually elect to waive health insurance coverage in the following annual amounts:

Family	\$3,500.00
Husband/Wife	\$3,000.00
Parent/Child	\$2,000.00
Single	\$1,500.00

The amounts will be paid twice per year in July and December. Waiver of health benefits is intended only for employees who have health insurance through another source.

2. Those employees who choose to retire with twenty (20) or more years of service will receive a Point of Service/HMO Plan, which includes a prescription plan. This service will include a fifty (50%) percent contribution from the City of East Orange.
3. These health benefits begin automatically after the employee has worked for the City three (3) full months. The Administration Office should be immediately advised of any changes in marital or family status.
4. If available from the insurance carrier(s), all employees shall be given booklets for all health benefits.



Library Bargaining Unit:

1. Those employees who choose to retire with twenty (20) or more years of service will receive a Point of Service/HMO Plan, the same health insurance coverage under the New Jersey State Health Benefits Plan as active employees for the individual employee and dependents, including his/her spouse, if any, until death which includes a prescription plan. This service will include a fifty (50%) percent contribution from the City of East Orange.
2. These health benefits begin automatically after the employee has worked in the library three (3) full months. The Administration Office should be immediately advised of any changes in marital or family status.
3. If available from the insurance carrier(s), all employees shall be given booklets for all health benefits.

## ARTICLE IV

### DENTAL INSURANCE

#### White, Blue Collar and Police Department Bargaining Units:

1. The City agrees to continue the dental care insurance program presently in effect, or to institute one which is equal or better; and the City shall pay for the cost of premiums for the individual employee and his/her spouse, if any. The City will consult with the Union prior to making any change in the insurance carrier or the insurance program. Employees may elect the Delta Plan in accordance with the plan's enrollment provisions, and will pay one-half ( $\frac{1}{2}$ ) the difference between current premium for the Unity Plan and the Delta Plan premium.
2. The City will continue a full-family dental care insurance program at least equivalent to the benefits provided by the Unity Dental Family or Delta Plan currently in effect in the City and pay the cost of premiums for the full-family program. If an employee elects the Delta plan, the employee will be responsible to pay one-half ( $\frac{1}{2}$ ) of the difference of the cost between the Unity Plan and the Delta Plan.
3. These health benefits begin automatically after the employee has worked for the City three (3) full months. The Administration Office should be immediately advised of any changes in marital or family status.
4. If available from the insurance carrier(s), all employees shall be given booklets for all health benefits.

#### Library Bargaining Unit:

1. Dental Insurance is provided by the City for all salaried (non-hourly) Library employees, their husbands and wives, and their dependents through age 22, at no cost to the employee. Dental Insurance forms may be requested from the Administration Office in advance of the first of each series of dental appointments. A schedule of dental allowances is available from the Administration Office.

2. Effective January 1, 1986, the City instituted a full-family dental insurance program at least equivalent to the benefits provided by the Unity Dental Family Plan currently then in effect in the City. The City will provide this program to said Library employees and pay the cost of the premiums for the full-family program. Any employee electing the Delta Plan coverage may do so in accordance with the plan's enrollment provisions, and will pay one-half( $\frac{1}{2}$ ) the difference between the current premium for the Unity plan and the Delta Plan premium.
3. Dental Insurance coverage will begin automatically after the employee has worked in the Library three (3) full months. The Administration Office should be immediately advised of any changes in marital or family status.
4. If available from the insurance carrier(s), all employees shall be given booklets for all dental insurance benefits.

## ARTICLE V

### DISABILITY INSURANCE

The City will continue a disability insurance program for employees, at least equivalent to the State program and pay the cost of the premiums. The City will consult with the Union prior to making any change in the insurance carrier or the insurance coverage.

## ARTICLE VI

### UNIFORMS

(Library Bargaining Unit)

1. The Library will issue four (4) sets of uniforms to maintenance employees during the first year of employment and three (3) sets for each subsequent year of employment.
2. The Library will have available foul weather gear in the Library for use by maintenance employees.
3. The Library will have available rain gear in the Library for use by clerk/drivers.
4. Maintenance employees shall be issued two (2) pairs of safety shoes each year.
5. The Library shall issue winter work jackets to maintenance employees on an as-needed basis for use while on duty for the Library. At no time shall these employees take this winter work jacket home. These jackets are to be considered the property of the Library, and the Library shall be responsible for their maintenance.
6. Each Library maintenance employee shall be entitled to safety glasses, safety belt and have helmets available, as needed.
7. It is understood that employees issued the aforementioned items have a duty to utilize them.

## ARTICLE VII

### SAFETY EQUIPMENT AND CLOTHING

#### 1. White Collar Bargaining Unit:

- (a) Effective July 1, 2005, the City shall supply and pay for uniforms for each designated nurse and dental technician who is required to wear same as a City employee.
- (b) In no event shall the clothing allotment exceed \$275 in each year of the agreement.
- (c) In no event shall an employee be eligible for reimbursement for clothing that is not purchased through the City.
- (d) In addition, employees in the title of Principal Engineering Aid, who are required to examine construction sites, will receive safety shoes.

#### 2. Blue Collar Bargaining Unit:

- (a) The City will maintain existing safety apparel practices. The City may require that as a condition to issuance of safety apparel the item to be replaced shall be turned in for the new item of apparel.
- (b) The current practice of issuing to each Employee three (3) sets of shirts and pants will be continued. Employees will also have the option to select coveralls or a jacket in lieu of one set of shirt and pants.
- (c) Blue Collar Employees will be issued safety shoes and rain gear.

## ARTICLE VIII

### SENIORITY

1. Whenever practicable, seniority shall prevail in connection with vacation schedules, shift assignments, sectional assignments or holiday work
2. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.
3. Seniority for all purposes is defined in accordance with New Jersey Department of Personnel rules and law.
4. To the extent practicable and subject to the provisions contained in New Jersey Department of Personnel Rules and Regulations, promotions to a higher grade shall be made from personnel serving in lower categories who can demonstrate their qualifications for appointment. The employee's progress reports shall be reviewed and considered prior to making a promotional appointment.
5. Everything else being equal, seniority shall be taken as a consideration in granting promotion to jobs within the unit, and it is agreed that all temporary positions will be filled by the senior employee most qualified and able to do the work. The term "seniority" as used here is deemed to be continuous services as a regular employee, provided, that any interruption of such service by means of military service or of illness for which leave of absence or sick leave was granted shall be continuous service. The transfer of any employee within the City's employ shall not affect the continuity of service for the purposes of this Paragraph.
6. Any newly-employed employee within the bargaining unit shall be deemed a probationary employee following his/her regular appointment to a permanent position during his/her trial period of three (3) months. An employee may be disciplined or dismissed without recourse during the probationary period. Membership in the Union shall not be cause for such discipline or discharge.
7. In the event of a lay-off of employees, an employee shall be laid off by job classification according to his/her seniority in such job classification, if all other factors, including satisfactory work and ability (as determined by the Department Head) are equal. The Union shall be given notice of proposed layoffs and opportunity to discuss the layoffs with the Department Head concerned.

8. In the event of recall, the order of layoff described above shall be reversed. The last employee laid off in his/her job classification shall be the first one recalled for such class. Notice of recall shall be by certified or registered mail to the employee's last known address. Failure to answer a recall to work within seven (7) calendar days of the date the employee is requested to report will be deemed a resignation.
9. In connection with matters such as overtime, work assignments, shift assignments, sectional assignments or holiday work, the term "seniority" shall mean continuous service as a regular employee in the job title as set forth in Schedule "A" annexed hereto and made a part hereof. Each Department shall maintain a seniority list of employees, copies of which shall be furnished to the Union. The City shall furnish to the Union copies of any changes in the seniority list.
10. Overtime shall be assigned with each job title, division and department in order of preference as set forth in the seniority list prepared by the Department in question and subject to the reasonable requirements of the Department and to the ability of the employee to do the job to be assigned. If an employee to whom an overtime assignment has been offered shall decline to accept that assignment, he/she will be deemed to have waived assignment until his/her turn is again reached. Any employee passed over for an overtime assignment for any other reason, including lack of ability to perform the job in question, will retain his/her preference on the seniority list for the balance of the terms. It is expressly understood that nothing herein is deemed recognition of any right by any employee to refuse an overtime assignment in the event of emergency or similar need. Further, in non-emergency situations, should the list have been exhausted without sufficient acceptance for the overtime assignment, the City may direct overtime work in its discretion.



**ARTICLE IX**

**LONGEVITY**

1. (a) A longevity schedule for employees who have completed the years of service indicated and who were employed as of February 22, 2002 shall be as follows:

5 years of completed service -	3% of base salary
10 years of completed service -	5% of base salary
15 years of completed service -	7% of base salary
20 years of completed service -	9% of base salary
25 years of completed service -	14% of base salary

- (b) All employees hired after February 22, 2002 will receive longevity payments as follows:

10 years of completed service -	2%
15 years of completed service -	4%
20 years of completed service -	6%
25 years of completed service -	8%
30 years of completed service -	10%

The longevity payments herein are to be considered part of remuneration for pension purposes, but not for other purposes, e.g., overtime or holiday pay.

2. Provisions with respect to qualification for longevity are included in the Agreement by the attached Schedule "B".

## ARTICLE X

### TRAVEL EXPENSE/MILEAGE ALLOWANCE

1. The mileage allowance for use of automobiles will be increased to the I.R.S. approved rate as of January 1<sup>st</sup> of each year. The monthly gasoline allowance will be increased by a proportionate amount.
2. In lieu of this mileage allowance, the City will reimburse employees to actual bus fare expended on trips to branch offices.
3. Expenses will be reimbursed for the actual amount of any tolls they may need to pay when on City business.
4. An employee who uses his/her own cars to conduct City business will be covered under the City's umbrella insurance policy.

## ARTICLE XI

### MISCELLANEOUS

1. The City agrees to make reasonable efforts to provide and maintain a healthful and safe working environment.
2.
  - (a) A personnel file shall be kept by the City for each employee, in which shall be retained a copy of all forms sent to the New Jersey Department of Personnel, all resolutions of the City Council specifically relevant to the particular position or employee (other than general salary ordinances and resolutions), employee's progress reports and employee's submittals, records of disciplinary proceedings and such information as is available pertaining to overtime, tardiness, sick leave, vacation information and promotional recommendations.
  - (b) Staff members may see the materials in their own personnel files in the presence of the Department Head/Assistant Department Head, Director/Assistant Director, as the case may be. Photocopies of any items in the file will be provided to the individual, upon request. The photocopies become the sole responsibility of the staff member. Supervisors may examine ratings and accompanying material of their staff.
  - (c) The City will not release any personnel information from its files without the written permission of the staff member. Permission forms detailing the information to be released are available in the Administration Office, and should be filled out by each staff member.
  - (d) All personnel shall notify the Department Head's Office/Director's Office, as the case may be within ten (10) days of any change in name, address, telephone number, next of kin, etc.
  - (e) In any action against an employee, the personnel file will be the only one utilized. All documents to be used in such action shall be signed by the employee indicating that he/she is aware of the document being made a part of the employee's personnel file.
3. A separate medical record file shall be kept by the City for each employee. All medical information shall be placed in the employee's medical record file only.

4. The City agrees to send written notification to the Union of all new employees. This information shall include but not be limited to the name, address, social security number, department, date of hire, work location, title and salary. This information shall be transmitted no later than three weeks from the date of hire.

## ARTICLE XII

### HOURS OF WORK

#### White Collar and Police Department Bargaining Units:

1. Full-time staff work a seven (7) hour day and a thirty-five (35) hour work week.
2. If an employee is required to work on a holiday, the rate of pay shall be time and one-half (1½) during his/her normal work hours and double time if called to work beyond this/her regular work hours.
3. If an employee is required to work on a Sunday, he/she shall be paid double time.

#### Blue Collar Bargaining Unit Members:

1. Full-time staff work an eight (8) hour day and a forty (40) hour work week.
2. If an employee is required to work on a holiday, the rate of pay shall be time and one-half during his/her normal work hours and double-time if called to work beyond his/her regular work hours.
3. If an employee is required to work on a Sunday, he/she shall be paid double-time.

#### Library Bargaining Unit Members:

1. Full-time staff work a seven and one-half (7½) hour day, and a thirty seven and one-half (37½) hour week. Staff members may be called upon to work evenings and Saturdays, with time off during the week of the Saturday worked.
2. Any work on a closed holiday or on a Sunday shall be at double-time.
3. Change of schedules must be cleared with the Department Head or immediate supervisor.
4. Personnel scheduled to work in the event from 1:00 p.m. until 9:00 p.m., or on Saturday from 9:00 a.m. to 5:00 p.m. seven (7 hours) receive credit for a full seven and one-half (7½) hour day. If ill on that day, they are debited for a full day. In emergencies, split schedules to cover a night schedule will be credited at the full-day rate.

## ARTICLE XIII

### SICK LEAVE

#### White, Blue Collar and Police Department Bargaining Units:

1. Existing sick leave practices will be maintained.
2. On or about July 1 and September 1 of each year, the accumulated sick time and vacation time remaining to employees on such dates will be posted. If feasible, it is intended that this information will appear on the employee's pay stubs.
3. After an employee has utilized all his/her earned accumulated sick leave, an additional special sick leave of absence with pay or part pay not to exceed one (1) year's duration may be granted, upon recommendation by the Department Head and with the approval of the mayor and the City Council by resolution, to any permanent employee disabled either through injury or illness not as a result of or arising from his/her respective employment, where the employee's disability is of such severity and duration that he/she will require such extended special sick leave. The Department head shall make such recommendation only after presentation of satisfactory evidence of the nature of the disability and of its severity and duration, and after considering factors showing good reasons for such special leave, including, among other things, the length of service of the employee, the employee's performance on the job, and the absence of any continued prior abuse of sick leave on the part of the employee. The recommendation of the Department Head when made and the final decision of the Mayor and City Council shall be delivered to the Union within five (5) days after the date of such recommendation or final decision.
4. Supplemental Compensation upon Retirement.
  - (a) Each employee shall be entitled, upon retirement, for service and age or disability, from a state-administered retirement system to receive a lump-sum payment for earned and unused accumulated sick leave which is credited to him or her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment. Only employees who have accumulated sick leave days of one hundred (100) or more shall be entitled as of right to receive the lump-sum payment provided for in this Agreement.

- (b) Such supplemental compensation payment shall be computed at the rate of one-half ( $\frac{1}{2}$ ) of the eligible employee's daily rate pay for each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that:
- (c) The lump sum supplemental compensation provided for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired employee
- (d) An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his/her accumulated sick leave computed only from the date of return to employment.
- (e) Notice of intention to claim the benefits provided herein must be made in writing to the City on or before November 1 of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1 for the reason that such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1 notice date, he/she will receive the benefit provided for. The City, however, may defer payment of all or part of the benefit to the year following the retirement.

Library Bargaining Unit:

1. (a) All full-time staff receive fifteen (15) working days of Sick Leave per year, or one and one-quarter ( $1\frac{1}{4}$ ) working days sick leave with pay for each full month of service. The unused portion of such sick leave is cumulative. New staff, although they earn sick leave at the rate of  $1\frac{1}{4}$  working days for each full month of employment, are not eligible to use any until they have worked three (3) full months. Part-time salaried staff will receive sick leave on a pro-rated basis. Sick leave shall be computed by dividing the number of hours worked per week by the regular departmental hours. This fraction will then be multiplied by the number concerned to obtain a total.
  - (b) Sick Leave must be in one-half ( $\frac{1}{2}$ ) hour increments.
2. Sick leave may be granted for medical and dental appointments.

3. Sick leave may be granted for the illness of a member of the employee's immediate family where his/her attendance is needed to assure care for the member of the immediate family.
4. The term "immediate family" shall mean husband, wife, brother, sister, parent, child or other near relative, which relative resides with the employee. If an ill person not falling into the foregoing relationships nevertheless lives with and is part of the household of the employee and that by reason of the absence of any other suitable person, the employee's presence is essential to the care of such person, then such person may be deemed to be a member of the immediate family.
5. Illness must be reported daily before 9:30 a.m. to the appropriate Department, or to the Administrative Secretary or his/her assistant in the Administration Office. It is not acceptable to report illness to the maintenance staff on duty, or anyone other than the above.
6. A staff member absent on sick leave for more than five (5) consecutive working days shall be required to submit a doctor's statement. If a staff member prefers not to obtain a certificate, he/she has the alternative of taking the 5<sup>th</sup> day and succeeding days as "Holiday Time" or personal days, thereby making it unnecessary to comply with the regulation.
7. A staff member absent on sick leave for periods totaling fifteen (15) 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 illness is chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) doctor's certificate shall be necessary for a period of six (6) months.
8. Proof of illness may be required for an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
9. For death in the non-immediate family, part or all of one (1) day sick leave may be used on the day of the funeral. For death in the immediate family, see below.
10. When all accumulated sick leave has been used, additional sick leave should be taken as follows:
  - (a) From accumulated Holiday Time.
  - (b) From Personal Days.
  - (c) From Vacation.



- (d) When all of the above have been used, consult with the Assistant Director for possible placement on Leave of Absence without pay.

11. Supplemental Compensation upon Retirement:

- (a) Each employee shall be entitled, upon retirement, for service and age or disability, from a state administered retirement system to receive a lump-sum payment for earned and unused accumulated sick leave which is credited to him or her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment. Only employees who have accumulated sick leave days of one hundred (100) or more shall be entitled as of right to receive the lump-sum payment provided for in this Agreement.
- (b) Such supplemental compensation payment shall be computed at the rate of one-half ( $\frac{1}{2}$ ) of the eligible employee's daily rate pay for each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that:
- (c) The lump sum supplemental compensation provided for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired employee.
- (d) An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his/her accumulated sick leave computed only from the date of return to employment.
- (e) Notice of intention to claim the benefits provided herein must be made in writing to the City on or before November 1 of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1 for the reason that such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1 notice date, he/she will receive the benefit provided for. The City, however, may defer payment of all or part of the benefit to the year following the retirement.

## ARTICLE XIV

### TEMPORARY LEAVES WITH PAY

#### White, Blue Collar and Police Department Bargaining Units:

1. (a) Permanent employees covered by this Agreement shall be entitled to receive two (2) days leave of absence with pay during the contract year to attend to necessary personal business.
  - (b) Requests for such leave must be filed in advance (except in emergencies at least forty-eight (48) hours prior to the requested day) with the Department Head on a form prescribed by the City. All leaves shall be approved by the Department Head. No personal leave day with pay shall be granted immediately before or after any holiday and the granting of any personal leave day shall be subject to scheduling requirements of the Department as determined by the Department Head.
  - (c) Any personal leave day not used by any employee shall not accumulate from year to year.
  - (d) An employee will be entitled to request and receive, on one (1) week's notice, one (1) additional temporary leave day per year, during his/her regular work week, not chargeable to sick leave, to attend to necessary business of a personal nature.
2. (a) Leave with pay not to exceed five (5) days shall be permitted where such absence is due to an necessitated by death of spouse, or parent or child of the employee, and leave with pay not to exceed three (3) days shall be permitted where such absence is due to and necessitated by death of another member of the immediate family of the employee. This leave must be taken in close proximity to the date of death of the spouse, parent or child, or other member of the immediate family.
  - (b) The term "other member of the immediate family" utilized herein shall mean brother, sister, mother-in-law or father-in-law, wherever residing, or other near relative residing with the employee as part of a common household

- (c) Leave with pay of one (1) day shall be permitted where such absence is due to and necessitated by death of a grandparent of the employee, provided that in the discretion of the Department Head, leave with pay for such purpose may be extended to a total of three (3) days where necessitated by distance. This leave must be taken in close proximity to the date of death of the grandparent and is intended to be for the purpose of attending the funeral and/or making funeral arrangements as is the leave provided for in Paragraph 2 (a) above.

Library Bargaining Unit:

1. Personal Days:

Four (4) Personal Days, not cumulative, are granted annually to staff. Staff leaving or joining during the year will be pro-rated at one (1) personal day for each three (3) months worked. Part-time salaried staff will receive personal days on a pro-rated basis. Personal days shall be computed by dividing the number of hours worked per week by the regular department hours. This fraction will then be multiplied by the number concerned to obtain a total.

Personal Days must be taken in half-day increments. Requests are to be sent to the Department Head at least seventy-two (72) hours in advance, except for emergencies. They will be approved subject to schedule needs. Reasons for personal days need not be given.

Personal Days may be added to "Holiday Time," Vacation (provided no single period exceeds twenty-four (24) working days), or Sick Leave. However, personal days must be used within the calendar year.

New employees will be eligible for personal days after three (3) full months of employment.

Employees may utilize a particular year's allocation of personal days through January 31 of the succeeding year.

2. Death in the Immediate Family:

Leave with pay not to exceed five (5) days shall be permitted where absence is due to and necessitated by death of the employee's husband or wife, parent or child.

Leave with pay not to exceed three (3) days shall be permitted where absence is due to death of other members of the employee's immediate family: mother-in-law, father-in-law, grandparent, sister, brother, grandchild and relative or friend residing in employee's household.

Leave with pay not to exceed one (1) day shall be permitted where absence is due to and necessitated by the death of the employee's brother-in-law or sister-in-law.

These bereavement days are solely intended to allow the employee a reasonable time to assist in and attend the funeral and to provide a reasonable period of mourning. It is understood and agreed that the bereavement days provided herein shall, to the extent practicable, apply to those workdays contiguous to the death or funeral of the family member.

Should the need to utilize any of the foregoing leave occur while the employee is already on vacation pursuant to Article XX - Vacations, the employee shall so notify the Library of such an occurrence and upon such notification, the employee will be permitted to suspend the vacation and utilize the applicable bereavement leave provided herein above. In no event shall the employee return to duty on a date beyond that originally scheduled and approved in the vacation request without the consent and approval of the Library. The utilization of bereavement leave shall not act as an extension of the vacation approved but interrupted by the bereavement leave.

3. Leaves of Absence:

Leaves of absence without pay, up to three (3) months at a time (total time not to exceed one (1) year), may be granted to permanent personnel for specific reasons, such as maternity. Leaves of absence without pay for temporary or provisional employees shall be restricted to exceptional situations and shall not exceed sixty (60) days. All requests for such leave should be submitted in writing to the Director and approved by the Library Board of Trustees. With a Leave of absence without pay, certain benefits are lost during that period. Consult with the Assistant Director.

4. Professional Meetings:

Attendance at professional meetings is encouraged when schedules can be covered. Transportation, food and registration allowances to New Jersey Library Association and American Library Association (for members only) and other professional meetings are subject to administrative approval.

5. Jury Duty:

All employees called to jury duty must notify the Assistant Director immediately. They shall be paid full library salary while on Jury Duty, but will return to the Administration Office the check received for their Jury Service, except travel expenses.

6. Military Leave:

A permanent employee or a full-time temporary or provisional employee employed for more than one (1) year, who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such a period. Such leave shall be in addition to regular vacation leave.

A full-time temporary or provisional employee for less than one (1) year who is a member of the National Guard or Naval Militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence without pay.

## ARTICLE XV

### CALL-IN PAY

1. An employee called in to work outside his/her regularly scheduled hours shall be guaranteed four (4) hours work at his/her regular straight time pay rate. However, if an employee works beyond the four (4) hours, the rate of pay will be increased to time and one-half the regular rate of pay from the first hour. If the employee works beyond the seventh hours, the rate of pay will be two (2) times the regular rate of pay from the eighth hour.
2. The call-in provisions shall not apply when an employee is notified during his/her working hours to report to work outside his/her regularly scheduled hours or when an employee is scheduled in advance to work at an assignment outside of his/her normal tour of duty, or where an employee is called to report early for his/her regular shift.
3. Any nurse designated to standby duty shall receive \$20.00 for each day so designated. This is in addition to any overtime pay in accordance with present practice.
4. Any member of the Property Maintenance Department designated to stand-by duty shall receive \$20.00 for each day so designated.

## ARTICLE XVI

### SHIFT PAY DIFFERENTIAL

#### White and Blue Collar Bargaining Units:

1. (a) Those employees of the City who are regularly assigned to the second shift (4:00 p.m. to midnight) shall receive a seven and one-half (7½) percent shift differential over and above the employee's salary for all hours worked on such shift.
- (b) Those employees of the City who are regularly assigned to the third shift (11:00 p.m. to 7:00 a.m. or midnight to 8:00 a.m.) shall receive a ten (10%) percent shift differential over and above the employee's salary for all hours worked on such shift.
2. The provisions for shift differential premium do not apply to equipment operator sweepers. Equipment operator sweepers will become eligible for shift differentials after the salary schedule review has been completed and revisions thereto implemented.

## ARTICLE XVII

### SALARY INCREASE

#### White, Blue Collar and Police Department Bargaining Units:

1. (a) Effective January 1, 2005, base salaries of unit members shall be increased by three (3%) percent;
- (b) Effective January 1, 2006, base salaries of unit members shall be increased by three (3%) percent.
2. (a) On January 1 of each calendar year all Union bargaining unit members will be entitled to receive merit increments in the flat amount of \$500.00 per year subject to a satisfactory performance evaluation pursuant to Section 1, Article XXX the usual conditions accompanying said increments and the earning thereof as follows:
  - (b) The Union acknowledges that the amount of such increments represents an additional cost to the City for salary increases.
3. (a) For each calendar year of this Agreement, the salary ranges for all Union bargaining unit job titles are listed in Schedule "C" annexed hereto and made a part hereof.
4. In the event of demotion in job title due to a layoff action initiated by the City, the following schedule will be utilized to determine monetary compensation for the demoted employee: Each employee will be demoted to the maximum step of the lower title.

No employee will gain additional compensation that would exceed the rate of pay prior to demotion. If the maximum salary in the demoted range exceeds the salary received prior to the layoff action, the employee will retain pre-layoff rate of pay.

5. Upon separation from employment with the City, an employee who participated in the Payroll Deferral of 1996 will receive ten (10) days of pay at the time of separation.

#### Library Bargaining Unit:

1. (a) Effective January 1, 2005, base salaries of unit members shall be increased by three (3%) percent;



- (b) Effective January 1, 2006, base salaries of unit members shall be increased by three (3%) percent.
- 2.
  - (a) On January 1 of each calendar year, all Union bargaining unit members will be entitled to receive their normal increment subject to satisfactory performance.
  - (b) The Union acknowledges that the amount of such increments represents an additional cost to the City for salary increases.
  - (c) Hourly employees are paid only for the hours worked and their increments are considered on the recommendation of the Department Head.
  - (d) Increments are not automatic in any range, but require good job performance. Job performance is determined by written performance evaluations.
  - (e) An increment, when awarded, is for the previous year's service. Staff who work only part of the previous year will receive the increment based on time worked in the previous year.
- 3.
  - (a) For each calendar year of this Agreement, the salary ranges for all Union bargaining unit job titles are listed in Schedule "C" annexed hereto and made a part hereof.
- 4. In the event of demotion in job title due to a layoff action initiated by the City, the following schedule will be utilized to determine monetary compensation for the demoted employee: The demoted employee will be paid at the highest step in the salary range of the new title. No employee will gain additional compensation that would exceed the rate of pay prior to demotion. If the maximum salary in the demoted range exceeds the salary received prior to the layoff action, the employee will retain pre-layoff rate of pay.
- 5. Employees on special re-employment lists, either through demotion or layoff, shall be guaranteed to receive the same salary range and step if reinstated to their former position, and shall not be treated as new hires.

## ARTICLE XVIII

### WORK OF A HIGHER TITLE

#### White Collar Bargaining Unit:

In the event any employee is assigned temporarily for a period of over one (1) month to a higher title and higher pay position, the City agrees to file a CS 6 Form in accordance with New Jersey Department of Personnel/ Rules and Regulations.

#### Blue Collar Bargaining Unit:

Any employee temporarily assigned or transferred to a job in a higher title for a period of eight (8) consecutive hours or more shall be paid at the rate of pay for the higher title for all work done in such title beyond the initial period of eight (8) consecutive hours; provided, however, that the foregoing shall not apply to any employee who is temporarily assigned work of a higher title for the purposes of training such employee in the particular job and provided further, that the foregoing training or break-in period shall not exceed a period of three (3) months. It is expressly understood that any employee temporarily transferred to a job paying a lower rate shall, nevertheless, receive his/her usual rate of pay.

#### Library Bargaining Unit:

Any employee temporarily assigned or transferred to a job in a higher title for a period of seven and one-half (7½) consecutive hours or more shall be paid at the rate of pay for the higher title for all work done in such title beyond the initial period of seven and one-half (7½) consecutive hours; provided, however, that the foregoing shall not apply to any employee who is temporarily assigned work of a higher title for the purposes of training such employee in the particular job and provided further, that the foregoing training or break-in period shall not exceed a period of three (3) months. It is expressly understood that any employee temporarily transferred to a job paying a lower rate shall, nevertheless, receive his/her usual rate of pay.

## ARTICLE XIX

### OVERTIME

#### White, Blue Collar and Police Department Bargaining Units:

1. Except as hereinafter provided, existing overtime pay practices will be maintained for the term of this Contract.
2. Whenever an employee works in excess of his/her work week thirty-five (35) hours per week or forty (40) hours per week, whichever is applicable, he/she shall receive pay for the hours worked in excess of such regular work week at the overtime rate of one and one-half (1½) or double-time, whichever is applicable.
3. Whenever an employee works in excess of his/her regular work day (more than seven (7) hours for thirty-five (35) hours per week, or eight (8) hours for forty (40) hour per week, he/she shall receive pay for each hour worked in excess of the regular work day at time and one-half times the employee's regular hours rate.
4. Any employee covered by the FLSA Act of 1985 may request compensatory time in lieu of immediate payment, in accordance with the terms of FLSA and regulations promulgated there under.
5. Assignment of overtime shall be by seniority in each department.
6. Whenever any employee of the Engineering Department works more than eight (8) hours in any single twenty-four (24) hour period, he/she shall receive pay for the hours worked in excess of eight (8) hours at the overtime rate applicable.

#### Library Bargaining Unit:

1. Except as hereinafter provided, existing overtime practices will be maintained for the terms of this Contract.
2. Overtime compensation at time and one-half shall be provided to employees who are assigned to work in excess of seven and one-half (7 ½) hours in one (1) work day or thirty-seven and one-half (37 ½) hours in one (1) work week.

3. Any employee covered by the FLSA Act of 1985 may request compensatory time in lieu of immediate payment, in accordance with the terms of FLSA and regulations promulgated there under.
4. Assignment of overtime shall be by seniority in each department.

## ARTICLE XX

### VACATIONS

#### White, Blue Collar and Police Department Bargaining Units:

1. Every probationary employee after a minimum period of three (3) consecutive months, and every permanent employee, shall be entitled to vacation according to the following schedule:

Paid working days of vacation for total time of service:

- (a) Initial year of employment - one (1) working day for each month of paid service for the remainder of the calendar year following date of employment (probationary or permanent). A fraction of a month shall be considered as a full month for this provision.
  - (b) One (1) year to five (5) years, inclusive - twelve (12) working days of vacation per year.
  - (c) Six (6) years to ten (10) years, inclusive - fifteen (15) working days of vacation per year.
  - (d) Eleven (11) years to fifteen (15) years, inclusive - seventeen (17) working days of vacation per year.
  - (e) Sixteen (16) years to nineteen (19) years, inclusive - nineteen (19) working days of vacation per year.
  - (f) Twenty (20) years to twenty-four (24) years, inclusive - twenty-three (23) working days of vacation per year.
  - (g) Twenty-five (25) years and over - twenty-six (26) working days of vacation per year.
2. (a) Vacations shall be taken at such times and for such term as the responsible Department Head shall determine is in the best interests of the City; provided, that where during any calendar year, following the initial year of hiring, an employee has not received a vacation time to which he/she is entitled because of pressure of City business, then the vacation time shall accumulate and be granted no later than the end of the next succeeding calendar year.

- (b) All denials of requested vacation should be made in writing and be made no later than ten (10) working days after the request is made.
  - (c) Consistent with New Jersey Department of Personnel regulations and procedures, employees shall, as heretofore, be permitted to carry over into the next year, up to one year of earned vacation.
3. On January 1 of the calendar year next succeeding the year in which his/her employment commenced, the employee will be deemed as having one (1) year of service for the purpose of determining his/her position on the vacation schedule.
  4. Consistent with the East Orange City Code, employees shall receive payment for earned, unused vacation leave upon separation from employment with payment to the employee's estate in the event of his/her death.
  5. Street Division and Garage Division employees in the Engineering Department will be permitted to take vacations throughout the year, subject to the usual manning and scheduling restrictions.
  6. During the inclement weather season (November 15 - April 15), Engineering Department employees affected by the same shall, in the Department Head's discretion, be permitted vacations as follows:
    - (a) Upon fourteen (14) days advance notice;
    - (b) Limited to one (1) employee at a time based on seniority; and
    - (c) Limit of five (5) consecutive working days and one (1) vacation selection per year during the inclement weather season.

Library Bargaining Unit:

1. A vacation is primarily for change and relaxation. Every attempt will be made to grant vacations when they are requested; however, it must be understood that the Library schedule has first priority. Benefits described above for part-time salaried employees shall be computed by dividing the number of hours worked per week by the regular department hours. This fraction will then be multiplied by the number concerned to obtain a total.

2.
  - (a) For vacation purposes, the work-year is counted from September 1 through August 31. Vacations may be taken at any time during the year, and in as many parts as are desirable, with the approval of the Department Head and the Assistant Director.
  - (b) Staff employed with less than one (1) year of service shall receive twelve (12) vacation days or the pro-rata share thereof. Upon completion of one year of service, staff shall receive eighteen (18) working days of vacation with pay. Upon completion of two years of service, staff members shall receive twenty-four (24) working days of vacation with pay.
3. All persons with twenty-five (25) or more years of service are allowed twenty-six (26) working days of vacation. Holidays in a vacation period are not counted as working days; they are in addition to the vacation period.
4. Vacation days must be taken for a minimum of two (2) consecutive work days. Up to eight (8) days of an employee's vacation day entitlement may be designed as "floating" with a one (1) week notice requirement. Vacation requests should be sent to the Assistant Director, in triplicate, as follows:
  - (a) vacation requests June through September by April 15;
  - (b) vacation requests October through January by September 15; and
  - (c) all other times - one (1) week in advance.
5. Vacation requests once approved shall not be altered by requests made by more senior employees.
6. Employees shall receive payment for earned vacation leave upon separation from employment, with payment to the employee's estate in the event of his/her death.
7. New employees earn vacation days at the rate of one (1) day each full month worked from the first day of employment, but they must work six (6) full months before becoming eligible.
8. All part-time salaried staff receive vacation benefits on a pro-rated basis.

9. Hourly personnel do not receive paid vacations.
10. Any employee leaving with less than six (6) months services will be granted vacation at the rate one (1) day for every full month of employment beyond the first three (3) months.
11. During a leave of absence without pay, vacation days do not accrue.
12. Vacation days shall not be used for sick leave unless all sick leave has been exhausted.



**ARTICLE XXI**

**HOLIDAYS**

White, Blue Collar and Police Department Bargaining Units:

1. The following days shall be paid holidays with pay to employees actively on the payroll at the time of the holiday.

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

If a holiday falls on a Sunday, it shall be observed on the following Monday. If one of the foregoing falls on a Saturday, it shall be observed on the preceding Friday.

2. To receive holiday pay an employee must be on the active payroll and not on a leave of absence without pay.

Library Bargaining Unit:

1. The Library recognizes the following holidays each year:

New Years Day	Memorial Day
Martin Luther King Day	Independence Day
President's Day	Labor Day
Good Friday	Thanksgiving Day
Lincoln's Birthday	Christmas (Two Days)
Veteran's Day	Columbus Day
	Election Day

2. The day after Thanksgiving will be a regular workday. When a holiday falls on Sunday the holiday is recognized on the Monday following. All salaried staff will be paid for these holidays; part-time staff will be pro-rated. Hourly staff will not be paid.
3. Holidays falling within a vacation period are not counted as part of vacation allowance; they are in addition to the vacation period.

4. During holidays, the Library may utilize hourly employees to staff up to one-half ( $\frac{1}{2}$ ) the time necessary for operations. Employees will be given the option to work one-half ( $\frac{1}{2}$ ) day assignments. Should an employee work a full day, lunch will be limited to one-half ( $\frac{1}{2}$ ) hour and employees shall be compensated accordingly.
5.
  - (a) The week of July 4 will be a four (4) day work week.
  - (b) The Library will close on the Saturday before Labor Day.
6. HOLIDAY TIME:

Holiday time is earned as worked on the holiday. Part-time staff earn Holiday time as worked, only in the amount their actual week's work hours exceeds their normal week's work hours. Employees working on a holiday shall be compensated, at the employees' option, either at the rate of time and one-half in compensatory time off, compensatory time off in addition to half pay or time and one-half pay.

Holiday time off must be requested at least twenty-four (24) hours in advance from the Supervisor and is granted at the convenience of the schedule. No more than fifteen (15) hours may be carried past June 30. Holiday time must be taken in one-half ( $\frac{1}{2}$ ) hour increments. Holiday time may be added to vacation, provided no single period exceeds twenty-four (24) working days.

## ARTICLE XXII

### CHECK-OFF

1. The City agrees to deduct the semi-monthly Union membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the City and the Union and consistent with applicable law. The amount to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the 15<sup>th</sup> of the month in which such deductions are made.
2. Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the City and the Union, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.
3. The City agrees to submit dues to CWA in a computer readable format with the following data:
  - A. Employee Name: Last, First, M.
  - B. Middle initial
  - C. Social Security Number
  - D. Employee Home Address, Including Zip Code + 4
  - E. CWA Local Number
  - F. Work Location
  - G. Dues Deducted This Reporting Period
  - H. Weekly Base Wage
  - I. Full or Part-Time Status
  - J. Gender

## ARTICLE XXIII

### VISITATION

1. The duly-authorized officers and/or business representatives of the Union shall be permitted on City premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the City's business. The City, if it so chooses, shall have one of its representatives accompany the business representative while on the premises. At the time of entering the City's premises, the business representative must make his/her presence known to a representative designated by the City. The business representative shall conduct himself or herself properly while on City premises.

## ARTICLE XXIV

### STEWARDS/UNION REPRESENTATION

1. The City recognizes the rights of the Union to designate a reasonable number of Stewards and alternates each to represent the Union and the employees covered by this Agreement. The Union shall furnish the City with the names of the Stewards and the alternates and will notify the City of any changes.
2. The authority of the Stewards or alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  - (a) The investigation and presentation of grievances in accordance with the provisions of this Agreement. If both parties agree that it is necessary for a Steward to perform any of such duties during his/her working time, the Steward shall be released from work by his/her supervisor as soon as convenient to the City and only to the extent necessary to make the investigation and for conferring with the City's representative.
  - (b) The transmission to the City's representatives of messages and information, which shall originate with and are authorized by the Local Union or its officers.
  - (c) Otherwise the Steward shall be required to perform his/ her duties in the same manner and to the same extent as other employees.
3. Any settlement of a question by the Steward and the supervisor of an employee involved in a dispute shall be reviewable by the City and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.
4. (a) An employee may have Union representation if there exists reasonable grounds to fear that discipline will occur directly as the result of the interview with the City's representative. The non-availability of Union representative shall not serve as a reason to unduly delay the meeting. This representation shall not apply to informal and general discussions of Department operations and individual performance.

- (b) When disciplinary action is contemplated, the City will give the Union a copy of the preliminary charge prior to the interview with the employee. Should disciplinary action be taken, the City will promptly notify the Union that the employee has received a copy of the final disciplinary notice.

**ARTICLE XXV**

**NON-DISCRIMINATION**

The City and the Union both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality, sex or Union membership.

## ARTICLE XXVI

### JOB POSTING

1. (a) All permanent vacancies and job openings shall be posted on all department bulletin boards at each work site, including the official City bulletin board where all City ordinances/resolutions are posted for a period of ten (10) working days prior to the filling of such vacancy or job opening.
- (b) The City will notify the Union of any new title authorized for use by the City within a reasonable time. As utilized hereinabove, the term "reasonable time" is defined as generally thirty (30) days before implementation of any such authorized new title.



## ARTICLE XXVII

### STRIKES AND LOCK-OUT

1. It is agreed that the Union and the employees, or either of them, shall not call or engage in a strike or threats thereof for any cause whatsoever, nor shall the Union or any of its employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with the City's operations.
2. The City agrees that it will not institute a lock-out.

## ARTICLE XXVIII

### UNION SECURITY

1. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fees shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. Membership in the Union is available to all employees on an equal basis and the Union has established and maintains a demand and return system, which complies with the requirements in Section 2 (c) and 3 of the Act. The payroll deductions for such representation's fees shall be made pursuant to applicable current procedures.

The Union agrees to indemnify and save the City harmless from any damages or expenses, including attorneys' fees, which may be incurred by the City as the result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided that:

- (a) The City gives the Union timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) If the Union so requests in writing the City will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Union in the defense of the claim.

## ARTICLE XXIX

### UNION RIGHTS

1. The Union shall be entitled to an aggregate of ten (10) paid and ten (10) unpaid leave days per year to enable designated Library Personnel to attend Union business. Said leave days shall be limited to no more than three (3) Library personnel per day with no more than one (1) person per Department being released. Such time off may be scheduled at a minimum of one-half ( $\frac{1}{2}$ ) day at a time. Requests for use of such leave shall be made at least one week in advance and shall be subject to the scheduling and operational needs of the Library.
2. Library facilities may be used for Union meetings provided they are otherwise available and prior reasonable (24 hours) notice is given to the Director or Assistant Director. No such meetings shall be scheduled during the Library's operating times unless mutually agreed to.

## ARTICLE XXX

### EVALUATIONS

Employees shall be evaluated annually. Merit increments shall not be withheld due to the failure of a supervisor to complete an evaluation in a timely manner.

- A. Evaluation shall be made at least once each year for all employees. An employee must have worked for their immediate supervisor for at least three months before an evaluation can be performed.
- B. Each employee shall be notified of his/her performance evaluation and shall have the opportunity to review and sign such evaluation. The supervisor shall confer with the employee regarding the evaluation and provide a copy of same. The employee's signature on said evaluation shall not indicate agreement or disagreement with the contents of the evaluation.
- C. Appeals on adverse performance evaluations shall be resolved through the grievance procedure. If the rating is a primary or contributing factor in future adverse action (that is, demotion, separation and so forth), the employee retains all rights to a formal hearing as provided in N.J.A.C. 4A:6-5.
- D. At the six-month point between annual evaluations, the supervisor shall confer with the employee and advise the employee of his performance since the last evaluation and set goals for the next evaluation. However, where the performance of an employee is unsatisfactory, the supervisor will confer with the employee at least once every three months and in doing such, set forth the deficiencies noted during the respective evaluation period and the improvement goals required to achieve satisfactory performance. Both the supervisor and the employee must sign off notice of such conferences.
- E. Evaluations used for the purpose of granting or withholding increments shall be based on a twelve (12) month period of service. If an increment is withheld and the follow-up evaluation reflects satisfactory performance, then the increment shall be paid effective six (6) months from the date the withheld increment would have been paid.

- F. During the working test period, employee will be evaluated after two (2) months and at the end of the working test period.
- G. Excused sick leave shall not have an adverse impact on evaluations.

## ARTICLE XXXI

### RESIGNATION AND CHANGE IN POSITION/ASSIGNMENT

Personnel may resign in good standing by giving the Department Head or Director at least two (2) weeks written notice prior to the last anticipated working day. A longer notice will be most appreciated. Such written notice shall apply to requests for changes in positions/assignments.

**ARTICLE XXXII**

**DISCIPLINE FOR CAUSE**

No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation of any professional advantage or any adverse evaluation of his/her services without just cause. Any such adverse action shall be subject to the grievance procedure herein set forth.

## ARTICLE XXXIII

### GRIEVANCE PROCEDURE

#### White, Blue Collar and Police Department Bargaining Units:

1. Definition:

A "grievance" within the meaning of the grievance procedure shall be defined as any difference or dispute between the City and any employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the employee within ten (10) working days from the time when the employee knew or should have known of its occurrence.

2. Procedure:

- (a) Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
- (b) It is understood that the employees, shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.
- (c) Class action grievances shall be instituted at their appropriate step.

#### STEP ONE:

Any employee who has a grievance shall discuss it first with his/her Steward and Foreman or other immediate supervisor in an attempt to resolve the matter informally at that level.



**STEP TWO:**

If, as a result of the foregoing discussion, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, it shall be discussed by the employee and Shop Steward with the Division Head in an effort to resolve the matter informally at that level.

**STEP THREE:**

If, as a result of the foregoing discussions, the matter is not resolved to the satisfaction of the employee within five (5) working days, he/she shall within said period set forth his/her grievance in writing to the head of the Department specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury or loss of inconvenience;
- (c) the results of previous discussions; and
- (d) his/her dissatisfaction with decision previously rendered.

Should no applicable agreement be reached within an additional five (5) working day period after the receipt of the written grievance by the Department Head, the Union may request a written decision with reasons, which decision shall be submitted within ten (10) working days.

**STEP FOUR:**

If, as a result of the foregoing, the matter is not resolved to the satisfaction of the employee, within five (5) working days he/she may, within said period, set forth his/her written grievance for review by the Mayor (or designee), who shall respond thereto within twenty (20) working days. Thereafter, the matter may be referred to arbitration as set forth below, by the City or the Union only. If the aggrieved is a permanent employee, he/she may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

**STEP FIVE:**

- (a) In the event that the grievance has not been satisfactorily resolved at Step Four, then arbitration may be brought only by the Union, through its designee within thirty (30) calendar days from the day the Union received the Step Four decision or from the date on which the Step Four decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the City. The written request shall specify the matter submitted to the Department Head as specified above and the Union's dissatisfaction with the decision previously rendered.

- (b) Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable.
- (c) Arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission.
- (d) The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall not have the authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching a determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

Library Bargaining Unit:

1. Definition:

A "grievance" within the meaning of the grievance procedure shall be defined as any difference or dispute between the City and any employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the employee within ten (10) working days from the time when the employee knew or should have known of its occurrence.

- (a) A misinterpretation, misapplication or alleged violation, complaint, difference or dispute of any of the provisions of this Agreement
- (b) Inequitable, improper, unjust application or misinterpretation of the rules or regulations, existing policy, or orders applicable to the City.

2. Procedure:

- (a) A grievance to be considered under this procedure must be initiated by the employee within ten (10) working days from the time when the employee knew or should have known of its occurrence.
- (b) The Union may be consulted for advice or assistance by any Union members at any level, within the grievance procedure.
- (c) Grievances may proceed along the following lines except class action grievances, which shall be instituted at their appropriate step:

**STEP ONE:**

To the Head of the Department concerned, in writing. The Department Head shall render a written decision within ten (10) working days.

**STEP TWO:**

To the Director or Assistant Director in writing. The Director or Assistant Director shall render a written decision within fifteen (15) working days.

**STEP THREE:**

To the Board of Trustees, in writing, with a copy to the Library Director. The Board shall grant the employee a hearing either through a special committee or a meeting of the whole Board, or both, and shall act upon the grievance no later than the next meeting.

**STEP FOUR:**

- (a) In the event that the grievance has not been satisfactorily resolved at Step Three, then arbitration may be brought by the Union, through its designee within thirty (30) calendar days from the day the Union received the Step Three decision or from the date on which the Step Three decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Library. The written request shall specify the matter submitted to the Department Head as specified above and the Union's dissatisfaction with the decision previously rendered.
- (b) Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable.
- (c) Arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission.
- (d) The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall not have the authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching a determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

3. The Library shall have the right to utilize the grievance procedure commencing at Step Four upon the same terms as the Union if, after discussing same, the matter remains unresolved.

## ARTICLE XXXIV

### BULLETIN BOARDS

#### White, Blue Collar and Police Department Bargaining Units:

1. The Union shall be permitted to use any space then available on one existing bulletin board in each Department for the posting of notices as to Union meetings. Copies of such material shall be given to the Department Head prior to posting, for his/her approval.
2. The Union shall have the option to have a bulletin board erected in a conspicuous place in each Department and at each work site location. Prior approval of the Department Head will not be required for the union to place materials on the Union Bulletin Boards.

#### Library Bargaining Unit:

1. Bulletin boards in each Library inform the staff of news, changes in staff and policies. The Main Library's official Bulletin Board is on the third floor opposite the staff lockers. Only the Administrative Office Staff may post items on the official Bulletin Board. It is the responsibility of each staff member to read the Boards regularly. The Union shall have reasonable use of Bulletin Board space.
2. The Union shall have to option to have a bulletin board erected in a conspicuous place in each Department and at each work site location. Prior approval of the Department Head will not be required for the Union to place materials on the Union Bulletin Boards.

## ARTICLE XXXV

### EFFECTIVE LAWS

1. The City and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.
2. Except as may be agreed to by the parties in negotiating the grievance procedure, this Agreement shall not restrain or limit any employee from pursuing his rights or remedies under the New Jersey Department of Personnel Statutes, Rules and Procedures, and this Agreement is not intended to restrict or limit any such rights or remedies.

## ARTICLE XXXVI

### TERM OF AGREEMENT


1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall 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 executed this Agreement.
2. The term of this Agreement shall be from January 1, 2005 through June 30, 2006. Negotiations as to a Successor Agreement shall commence no later than April 1, 2006. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.
3. This Agreement shall remain in full force and effect on a day-to-day basis during the collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by Registered or Certified Mail, Return Receipt Requested, in which event the Agreement shall terminate five (5) days following receipt of such notice.

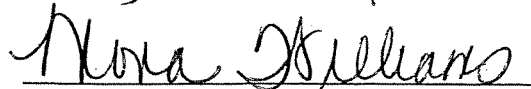


IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Agreement as of this day and year first written above.

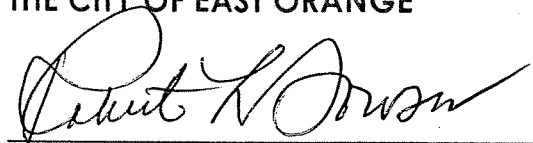
**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

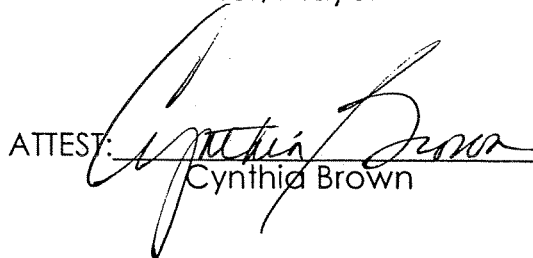
  
Gladys Finnigan

  
Kelly Fields

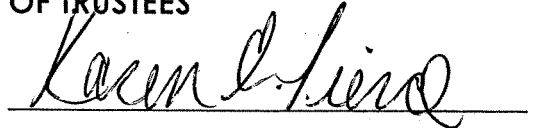
  
Mona Williams

**THE CITY OF EAST ORANGE**

  
Robert L. Bowser, Mayor

ATTEST:   
Cynthia Brown

**THE EAST ORANGE LIBRARY BOARD OF TRUSTEES**



ATTEST: \_\_\_\_\_

# **SCHEDULE A**

## **ALL BARGAINING UNIT TITLES**

### **TITLE**

Account Clerk  
Account Clerk (Typing)  
Accountant  
Accounting Assistant  
Activities Coordinator  
Administrative Accountant  
Administrative Aide  
Administrative Assistant  
Administrative Clerk  
Administrative Secretary  
Alcohol Counselor  
Alcohol Program Coordinator  
Analyst (Grant Application)  
Apprentice Mechanic  
Assessing Clerk Stenographer  
Assignment Clerk  
Assistant Assessor  
Assistant Building Service Foreman  
Assistant Director, Drug Program. - Health  
Assistant Municipal Clerk  
Assistant Shop Supervisor  
Assistant Supervisor Women/Girls, Mens & Boys Activities  
Assistant Supervisor  
Assistant Assignment Clerk  
Assistant Home Services Administrator  
Assistant Manager to Golf Course  
Assistant Municipal Court Director  
Assistant Program, Developer  
Audio-Visual Supervisor  
Auditor  
A.V. Aids Clerk  
Bookkeeper  
Budget Officer  
Building Inspector  
Building Maintenance Repairer  
Building Maintenance Worker  
Building Maintenance Worker (L.P.)  
Building Service Worker  
Bus Dispatcher

Buyer  
Career Placement Specialist  
Cashier  
Cashier (Typing)  
Central Intake Counselor  
Chief Assistant Assessor  
Chief Clerk  
Chief Clerk, Collector of Taxes  
Chief Clerk, Sewer User Charges  
Chief Loan Advisor  
Clerk  
Clerk Stenographer  
Clerk Transcriber  
Clerk Typist  
Clinic Attendant - Health  
Collector of Delinquent Taxes  
Community Service Aide  
Compliant Verifier  
Consumer Affairs Specialist  
Coordinator, Housing and Community Development  
Cost Estimator, Property Improvements  
Counselor  
Counselor, Family Counseling  
Court Representative  
Criminal Justice Planner  
Custodian (Bldg. Maint. Worker)  
Custodian Warehouse Clerk  
Data Control Clerk  
Date Entry Machine Operator  
Date Entry Machine Operator - Police  
Deputy Municipal Court Administrator  
Drug Abuse Counselor Supervisor  
Electrical Sub Code Official  
Engineering Aide  
Equipment Operator Sweeper  
Evaluation Analyst  
Field Representative  
Field Representative, Drug Program  
Field Representative, Housing Rehabilitation  
Field Representative, Property Improvements  
Field Representative, Senior Citizens  
Fiscal Coordinator  
Garage Attendant  
Golf Starter  
Graduate Nurse, Drug Abuse

Groundskeeper  
Group Therapist  
Health Aide  
Health Counselor  
Heavy Equipment Operator  
Housing Counselor Director  
Housing Counselor  
Intake Aide  
Intake Coordinator  
Intake Interviewer  
Intake Supervisor  
Internal Auditor  
Investigator, Consumer Protection  
Job Developer  
Junior Assistant Assessor  
Laborer  
Laborer Driver  
Legal Stenographer  
Library Assistant  
Library Clerk Driver  
Library Guard  
Librarian  
Librarian Intern  
Library Trainee  
License Inspector  
Loan Advisor  
Maintenance Repairer  
Maintenance Repairer (L.P.)  
Maintenance Repairer Carpenter  
Maintenance Repairer Painter  
Manger, Capital Planning  
Manger, Compliance Planning & Development (City Planning Officer)  
Manpower Specialist  
Mechanic  
Mental Health Specialist  
Messenger/Driver  
Mimeograph Machine Operator  
Monitor Evaluator  
Motor Broom Driver  
Municipal Court Administrator  
Municipal Court Attendant  
Occupational Skill Instructor  
Omnibus Operator Class I  
Omnibus Operator Class II  
Outreach Field Representative

Outreach Worker  
Parking Meter Collector & Repairer  
Payroll Supervisor  
Plumbing Sub Code Official  
Police Aide  
Principal Account Clerk  
Principal Buyer  
Principal Clerk Stenographer  
Principal Clerk Stenography  
Principal Clerk Transcriber  
Principal Clerk Typist  
Principal Engineering Aide  
Principal Engineering Draftsman  
Principal Legal Stenographer  
Principal Librarian  
Principal Librarian Assistant  
Principal Planner  
Program Administrator  
Program Coordinator  
Program Developer  
Program Monitor  
Program Specialist  
Project Coordinator Counselor  
Project Coordinator, Library Skills  
Psychiatric Social Worker  
Public Information Officer  
Receptionist  
Recreation Attendant  
Recreation Leader, Senior Citizens  
Recreation Maintenance Worker  
Recreation Supervisor Mens & Boys Act.  
Recreation Supervisor Women's and Boys Act.  
Recreation Supervisor  
Recreation - Karate  
Rehabilitation Coordinator  
Relocation Officer  
Relocation Specialist  
Rent Regulation Officer  
Research Aide  
Research Assistant  
Social Case Worker  
Secretarial Assistant  
Secretarial Assistant, Stenography  
Security Aide  
Security Aide Supervisor

Security Guard  
Senior Account Clerk  
Senior Account Clerk Typing  
Senior Accountant  
Senior Assessing Clerk  
Senior Assistant Assessor  
Senior Auditor  
Senior A.V. Aids Clerk  
Senior Budget Examiner  
Senior Buyer  
Senior Cashier  
Senior Clerk  
Senior Clerk Stenographer  
Senior Clerk Stenography  
Senior Clerk Transcriber  
Senior Clerk Typist  
Senior Community Service Aide  
Senior Consumer Affairs Specialist  
Senior Cost Estimator  
Senior Data Control Clerk  
Senior Drafting Technician  
Senior Draftsman M/W  
Senior Engineering Aide  
Senior Engineering Draftsman M/W  
Senior Family & Neighborhood Counselor  
Senior Field Representative  
Senior Golf Starter  
Senior Legal Stenographer  
Senior Librarian  
Senior Library Assistant  
Senior Loan Officer  
Senior Maintenance Superintendent (L.P.)  
Senior Mimeograph Machine Operator  
Senior Planner  
Senior Recreation Maintenance Worker  
Senior Stock Clerk  
Senior Telephone Operator  
Senior Tool Loan Clerk  
Senior Traffic Maintenance Worker  
Social Case Worker Supervisor  
Social Case Worker  
Social Service Assistant  
Social Worker, Drug Abuse  
Stock Clerk  
Stock Handler

Storekeeper Automotive  
Street & Sewer Inspector  
Supervising Account Clerk  
Supervising Cashier  
Supervising Clerk Stenographer  
Supervising Clerk Transcriber  
Supervising Clerk Typist  
Supervising Field Representative, Property Maintenance  
Supervising Field Representative  
Supervising Library Assistant  
Supervising Tool Loan Clerk  
Supervisor of Accounts  
Supervisor of Aquatics  
Supervisor of Counseling  
Supervisor of Senior Citizens Act  
Supervisor, Drug Program  
Tax Searcher  
Technical Specification Writer  
Telephone Operator  
Tool Room Clerk  
Traffic Maintenance Worker  
Traffic Signal Electrician  
Traffic Signal Repairer  
Tree Climber  
Tree Trimmer  
Truck Driver  
Urban Renewal Supervisor  
Violations Clerk  
Vocational Coordinator  
Vocational Rehabilitation Specialist  
Water Safety Instructor  
Welfare Investigator  
Youth Services Counselor

# SCHEDULE B

## LONGEVITY PAY

1. Every employee who works regularly twenty (20) or more hours after serving more than five (5) years shall be paid longevity payments at a percentage of their base salary according to the schedule contained in the herein Agreement.
2. Longevity payments shall be determined on the basis of the hereinabove schedule each year as of January 1 and July 1 and computed on the amount of base salary paid to each employee for said year as fixed and determined in accordance with the annual salary resolution. Longevity payments to each employee paid on an hourly basis shall be computed each pay period and computed on the hourly rate during said year as fixed by the annual salary regulations.
3. Service as used herein is determined to be continuous as a regular employee, provided that any of the following shall not affect the continuity of service for the purpose of this schedule.
  - A) Military service.
  - B) Illness for which leave of absence or sick leave was granted with pay.
  - C) Temporary, involuntary separation from employment with the City within a one (1) year period.
4. Leave of Absence Without Pay:

Any leave of absence without pay initiated at the request of the employee shall not be computed as a part of said five (5) years continuous service. However, the periods of employment immediately preceding and immediately subsequent to such leave or leaves of absence shall be considered to be continuous service.
5. Resignation and Subsequent Re-employment

In the event of resignation of an employee and subsequent re-employment of said employee by the City, all periods of employment prior to the re-employment of said employee shall, after five (5) years of continuous service after such re-employment, be added to the continuous service of such employee in computing longevity pay to which such employee shall be entitled.



# SCHEDULE C

## SALARY RANGES - ALL BARGAINING UNIT TITLES

<u>Title</u>	<u>1/1/2005-12/31/05</u>		<u>1/1/2006-6/30/06</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Account Clerk	23,227.98	33,017.79	23,227.98	34,008.32
Account Clerk (Library)	28,073.88	37,329.15	28,073.88	38,449.02
Account Clerk Typing	23,227.98	33,017.79	23,227.98	34,008.32
Accountant	36,373.27	56,882.72	36,373.27	58,589.20
Accounting Assistant	36,373.27	56,882.72	36,373.27	58,589.20
Activities Coordinator	26,549.03	45,123.29	26,549.03	46,476.99
Administrative Accountant	48,657.07	74,212.41	48,657.07	76,438.78
Administrative Aide	23,227.98	31,964.09	23,227.98	32,923.01
Administrative Assistant	41,481.92	62,833.43	41,481.92	64,718.43
Administrative Clerk	41,481.92	62,833.43	41,481.92	64,718.43
Administrative Secretary	44,799.74	68,085.35	44,799.74	70,127.91
Alcohol Counselor- Health	26,549.03	45,123.29	26,549.03	46,476.99
Alcohol Prog Coordin-Health	36,373.27	56,882.72	36,373.27	58,589.20
Analyst, Grants Application	33,184.67	53,383.29	33,184.67	54,984.79
Apprentice Mechanic	24,885.27	39,006.21	24,885.27	40,176.40
Assessing Clerk Stenographer	24,885.27	37,210.46	24,885.27	38,326.77
Assignment Clerk	33,184.67	53,383.29	33,184.67	54,984.79
Assistant Assessor	29,869.00	48,131.36	29,869.00	49,575.30
Assistant Assignment Clerk	26,549.03	41,124.73	26,549.03	42,358.47
Assistant Building Service Foreman	29,828.08	41,187.96	29,828.08	42,423.60
Assistant Director, Drug Program	36,373.27	56,882.72	36,373.27	58,589.20
Asst Home Loan Adv	24,885.27	37,210.46	24,885.27	38,326.77
Asst House Srvcs Admn	36,373.27	56,882.72	36,373.27	58,589.20
Asst Mngr to Glf Crse	26,549.03	41,124.73	26,549.03	42,358.47
Assistant Municipal Clerk	31,525.22	50,754.55	31,525.22	52,277.19
Asst Mun Court Dir	26,549.03	41,124.73	26,549.03	42,358.47
Asst Prog Developer	29,869.00	48,131.36	29,869.00	49,575.30
Assistant Shop Supervisor	26,549.03	45,123.29	26,549.03	46,476.99
Assistant Sup. Wom/Girls, Mens & Boys	29,869.00	48,131.36	29,869.00	49,575.30
Assistant Supervisor	28,207.40	45,939.65	28,207.40	47,317.84
Audio Visual Supervisor (Library)	29,828.08	41,187.96	29,828.08	42,423.60
Auditor	44,734.05	68,084.25	44,734.05	70,126.78
A.V. Aids Clerk (Library)	24,563.30	33,502.51	24,563.30	34,507.59
Bookkeeper	26,549.03	45,123.29	26,549.03	46,476.99
Budget Officer	63,864.55	72,944.63	63,864.55	75,132.97

<u>Title</u>	<u>1/1/2005-12/31/2005</u>		<u>1/1/2006-6/30/2006</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Building Inspector	29,869.00	48,131.36	29,869.00	49,575.30
Building Maintenance Repairer	24,885.27	39,006.21	24,885.27	40,176.40
Building Maintenance Worker	24,885.27	36,344.21	24,885.27	37,434.54
Building Maintenance Worker (Lib)	26,318.58	35,828.44	26,318.58	36,903.29
Building Maintenance Worker (L.P.)	26,549.03	41,379.84	26,549.03	42,621.24
Building Service Worker	23,227.98	33,943.96	23,227.98	34,962.28
Building Service Worker (Library)	24,563.30	33,502.51	24,563.30	34,507.59
Bus Dispatcher	23,227.98	35,506.79	23,227.98	36,571.99
Buyer	26,549.03	45,123.29	26,549.03	46,476.99
Career Placement Specialist	26,549.03	45,123.29	26,549.03	46,476.99
Cashier	23,227.98	35,506.79	23,227.98	36,571.99
Cashier (Typing)	23,227.98	35,506.79	23,227.98	36,571.99
Central Intake Counselor	31,525.22	50,754.55	31,525.22	52,277.19
Chief Assistant Assessor	48,657.07	74,212.41	48,657.07	76,438.78
Chief Clerk	29,869.00	48,131.36	29,869.00	49,575.30
Chief Clerk, Collector of Taxes	29,869.00	48,131.36	29,869.00	49,575.30
Chief Clerk, Sewer User Charges	29,869.00	48,131.36	29,869.00	49,575.30
Chief Loan Advisor	33,184.67	53,383.29	33,184.67	54,984.79
Clerk	23,227.98	31,964.09	23,227.98	32,923.01
Clerk Stenographer	23,227.98	35,506.79	23,227.98	36,571.99
Clerk Transcriber	23,227.98	33,017.79	23,227.98	34,008.32
Clerk Typist	23,227.98	33,017.79	23,227.98	34,008.32
Clerk Typist (Library)	24,563.30	33,502.51	24,563.30	34,507.59
Clinic Attendant - Health	26,549.03	41,124.73	26,549.03	42,358.47
Collector of Delinquent Taxes	29,869.00	48,131.36	29,869.00	49,575.30
Community Service Aide	23,227.98	35,506.79	23,227.98	36,571.99
Complaint Verifier	23,227.98	33,017.79	23,227.98	34,008.32
Consumer Affairs Specialist	33,184.67	53,383.29	33,184.67	54,984.79
Coordinator, Housing & Comm Dev	48,657.07	74,212.41	48,657.07	76,438.78
Cost Estimator, Property Improv.	26,549.03	42,963.73	26,549.03	44,252.64
Counselor	31,525.22	49,251.62	31,525.22	50,729.17
Counselor, Family Counseling	29,869.00	48,131.36	29,869.00	49,575.30
Court Representative	28,207.40	45,939.65	28,207.40	47,317.84
Criminal Justice Planner	48,657.07	74,212.41	48,657.07	76,438.78
Custodian (Bldg. Maint. Worker)	24,885.27	36,344.21	24,885.27	37,434.54
Custodian Warehouse Clerk	23,227.98	33,258.49	23,227.98	34,256.24
Data Control Clerk	24,885.27	37,210.46	24,885.27	38,326.77
Data Entry Machine Operator	24,885.27	37,210.46	24,885.27	38,326.77
Data Entry Machine Operator Police	24,885.27	37,212.69	24,885.27	38,329.07
Deputy Mun Court Administrator	33,184.67	53,383.29	33,184.67	54,984.79
Drug Abuse Counselor Supervisor	33,184.67	53,383.29	33,184.67	54,984.79

<u>Title</u>	<u>1/1/2005-12/31/2005</u>		<u>1/1/2006-6/30/2006</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Electrical Sub Code Official	36,373.27	56,882.72	36,373.27	58,589.20
Elevator Subcode Official	36,373.27	56,882.72	36,373.27	58,589.20
Engineering Aide	24,885.27	38,679.01	24,885.27	39,839.38
Equipment Operator Sweeper	28,207.40	44,251.49	28,207.40	45,579.03
Evaluation Analyst	33,029.61	50,031.37	33,029.61	51,532.31
Field Representative	26,549.03	45,123.29	26,549.03	46,476.99
Field Representative, Drug Prog	26,549.03	45,123.29	26,549.03	46,476.99
Field Representative, Hous. Rehab	26,549.03	42,963.73	26,549.03	44,252.64
Field Representative, Prop Imp	26,549.03	45,123.29	26,549.03	46,476.99
Field Rep., Senior Citizens	26,549.03	45,123.29	26,549.03	46,476.99
Fiscal Coordinator	36,373.27	56,882.72	36,373.27	58,589.20
Garage Attendant	24,885.27	39,006.21	24,885.27	40,176.40
Golf Starter	24,885.27	36,262.13	24,885.27	37,349.99
Graduate Nurse, Drug Abuse	31,525.22	50,754.55	31,525.22	52,277.19
Groundskeeper	24,885.27	39,006.21	24,885.27	40,176.40
Group Therapist	31,525.22	50,754.55	31,525.22	52,277.19
Health Aide	26,549.03	45,123.29	26,549.03	46,476.99
Health Counselor	26,549.03	45,123.29	26,549.03	46,476.99
Heavy Equipment Operator	26,549.03	41,379.84	26,549.03	42,621.24
Housing Counseling Director	33,184.67	53,383.29	33,184.67	54,984.79
Housing Counselor	26,549.03	45,123.29	26,549.03	46,476.99
Intake Aide	23,227.98	31,908.63	23,227.98	32,865.89
Intake Coordinator	26,549.03	45,123.29	26,549.03	46,476.99
Intake Interviewer	29,869.00	48,131.36	29,869.00	49,575.30
Intake Supervisor	26,549.03	42,963.73	26,549.03	44,252.64
Internal Auditor	26,549.03	45,123.29	26,549.03	46,476.99
Investigator, Consumer Protection	36,373.27	56,882.72	36,373.27	58,589.20
Job Developer	33,184.67	53,383.29	33,184.67	54,984.79
Junior Assistant Assessor	28,207.40	47,255.11	28,207.40	48,672.76
Laborer	24,885.27	37,995.76	24,885.27	39,135.63
Laborer Driver	24,885.27	39,006.21	24,885.27	40,176.40
Legal Stenographer	26,549.03	41,124.73	26,549.03	42,358.47
Library Assistant	24,563.30	33,502.51	24,563.30	34,507.59
Library Clerk Driver	26,318.58	35,828.44	26,318.58	36,903.29
Library Guard	26,318.58	35,828.44	26,318.58	36,903.29
License Inspector	29,869.00	48,131.36	29,869.00	49,575.30
Librarian	37,724.74	48,180.17	37,724.74	49,625.58
Librarian Intern	34,930.27	38,856.48	34,930.27	40,022.17
Library Trainee	34,930.27	38,856.48	34,930.27	40,022.17
Loan Advisor	26,549.03	45,123.29	26,549.03	46,476.99
Maintenance Repairer	24,885.27	39,006.21	24,885.27	40,176.40

<u>Title</u>	<u>1/1/2005-12/31/2005</u>		<u>1/1/2006-6/30/2006</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Maintenance Repairer (L.P.)	26,549.03	45,993.99	26,549.03	47,373.81
Maintenance Repairer Carpenter	31,525.22	46,101.57	31,525.22	47,484.62
Maintenance Repairer Painter	25,101.73	40,855.21	25,101.73	42,080.87
Manager, Capital Planning	48,657.07	74,212.41	48,657.07	76,438.78
Manager, Comp. Plan/Dev (City PI Offcr)	48,657.07	74,212.41	48,657.07	76,438.78
Manpower Specialist	29,869.00	48,131.36	29,869.00	49,575.30
Mechanic	28,207.40	47,255.11	28,207.40	48,672.76
Mental Health Specialist	26,549.03	45,123.29	26,549.03	46,476.99
Messenger/Driver	24,885.27	36,344.21	24,885.27	37,434.54
Mimeograph Machine Operator	24,885.27	37,210.46	24,885.27	38,326.77
Monitor Evaluator	33,029.61	50,031.37	33,029.61	51,532.31
Motor Broom Driver	28,207.40	44,251.49	28,207.40	45,579.03
Municipal Court Administrator	41,481.92	62,833.43	41,481.92	64,718.43
Municipal Court Attendant	26,549.03	41,124.73	26,549.03	42,358.47
Occupational Skill Instructor	33,184.67	53,383.29	33,184.67	54,984.79
Omnibus Operator Class I	23,227.98	31,964.09	23,227.98	32,923.01
Omnibus Operator Class Ii	23,227.98	31,964.09	23,227.98	32,923.01
Outreach Field Representative	26,549.03	45,123.29	26,549.03	46,476.99
Outreach Worker	26,549.03	45,123.29	26,549.03	46,476.99
Parking Meter Collector & Repairer	24,885.27	39,006.21	24,885.27	40,176.40
Payroll Supervisor	48,657.07	74,212.41	48,657.07	76,438.78
Plumbing Sub Code Official	29,522.47	62,822.33	29,522.47	64,707.00
Police Aide	24,196.08	32,528.66	24,196.08	33,504.52
Principal Account Clerk	26,549.03	41,124.73	26,549.03	42,358.47
Principal Account Clerk (Library)	31,582.29	43,267.65	31,582.29	44,565.68
Principal Buyer	31,525.22	50,754.55	31,525.22	52,277.19
Principal Clerk Stenographer	26,549.03	41,124.73	26,549.03	42,358.47
Principal Clerk Stenograph. (Library)	29,828.08	41,187.96	29,828.08	42,423.60
Principal Clerk Transcriber	26,549.03	41,124.73	26,549.03	42,358.47
Principal Clerk Typist	26,549.03	41,124.73	26,549.03	42,358.47
Principal Clerk Typist (Library)	29,828.08	41,187.96	29,828.08	42,423.60
Principal Engineering Aide	29,869.00	48,131.36	29,869.00	49,575.30
Principal Draftsman	29,869.00	48,131.36	29,869.00	49,575.30
Principal Legal Stenographer	33,091.97	53,383.29	33,091.97	54,984.79
Principal Librarian	47,377.75	60,192.49	47,377.75	61,998.26
Principal Library Assistant	29,828.08	41,187.96	29,828.08	42,423.60
Principal Planner	44,799.74	68,085.35	44,799.74	70,127.91
Program Administrator	25,101.73	40,855.21	25,101.73	42,080.87
Program Coordinator	36,373.27	56,882.72	36,373.27	58,589.20
Program Developer	44,799.74	68,085.35	44,799.74	70,127.91
Program Monitor	26,549.03	42,963.73	26,549.03	44,252.64

<u>Title</u>	<u>1/1/2005-12/31/2005</u>		<u>1/1/2006-6/30/2006</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Program Specialist	26,549.03	45,123.29	26,549.03	46,476.99
Project Coordinator Library Skills	42,110.81	55,007.11	42,110.81	56,657.32
Project Coordinator Counselor	33,184.67	53,383.29	33,184.67	54,984.79
Psychiatric Social Worker	29,869.00	48,131.36	29,869.00	49,575.30
Public Information Officer	28,207.40	45,939.65	28,207.40	47,317.84
Public Safety Telecommunicator	26,165.67	37,554.32	26,165.67	38,680.95
Receptionist	23,227.98	35,506.79	23,227.98	36,571.99
Recreation Attendant	24,885.27	36,344.21	24,885.27	37,434.54
Recreation Leader-Senior Citizens	26,549.03	45,123.29	26,549.03	46,476.99
Recreation Maintenance Worker	24,885.27	39,006.21	24,885.27	40,176.40
Recreation Sprv. Men's & Boys Activ.	36,373.27	56,882.72	36,373.27	58,589.20
Recreation Sprv. Women's & Boys Activ.	36,373.27	56,882.72	36,373.27	58,589.20
Recreation Supervisor	32,022.73	48,131.36	32,022.73	49,575.30
Recreation Supervisor- Karate	33,184.67	53,383.29	33,184.67	54,984.79
Rehabilitation Coordinator	36,373.27	56,882.72	36,373.27	58,589.20
Relocation Officer	29,869.00	48,131.36	29,869.00	49,575.30
Relocation Specialist	26,549.03	45,123.29	26,549.03	46,476.99
Rent Regulation Officer	36,373.27	56,882.72	36,373.27	58,589.20
Research Aide	26,549.03	41,124.73	26,549.03	42,358.47
Research Assistant	29,869.00	48,131.36	29,869.00	49,575.30
Secretarial Assistant	28,207.40	47,255.11	28,207.40	48,672.76
Secretarial Assist. Stenograph (Lib)	31,582.29	43,267.65	31,582.29	44,565.68
Security Aide	24,885.27	38,679.01	24,885.27	39,839.38
Security Aide Supervisor	26,549.03	45,123.29	26,549.03	46,476.99
Security Guard	23,227.98	33,943.96	23,227.98	34,962.28
Senior Account Clerk	24,885.27	37,210.46	24,885.27	38,326.77
Senior Account Clerk (Library)	29,828.08	41,187.96	29,828.08	42,423.60
Senior Account Clerk Typing	24,885.27	37,210.46	24,885.27	38,326.77
Senior Accountant	48,657.07	74,212.41	48,657.07	76,438.78
Senior Assessing Clerk	26,549.03	45,123.29	26,549.03	46,476.99
Senior Assistant Assessor	33,184.67	53,383.29	33,184.67	54,984.79
Senior Auditor	33,029.61	50,031.37	33,029.61	51,532.31
Senior A.V. Aids Clerk (Library)	28,073.88	37,329.15	28,073.88	38,449.02
Senior Budget Examiner	41,481.92	62,833.43	41,481.92	64,718.43
Senior Buyer	29,869.00	48,131.36	29,869.00	49,575.30
Senior Cashier	28,207.40	45,939.65	28,207.40	47,317.84
Senior Clerk	23,227.98	33,017.79	23,227.98	34,008.32
Senior Clerk Stenographer	24,885.27	37,210.46	24,885.27	38,326.77
Senior Clerk Stenograph. (Library)	28,073.88	37,329.15	28,073.88	38,449.02
Senior Clerk Transcriber	24,885.27	37,210.46	24,885.27	38,326.77
Senior Clerk Typist	23,227.98	35,506.79	23,227.98	36,571.99

<u>Title</u>	<u>1/1/2005-12/31/2005</u>		<u>1/1/2006-6/30/2006</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Senior Clerk Typist (Library)	28,073.88	37,329.15	28,073.88	38,449.02
Senior Community Service Aide	23,227.98	35,506.79	23,227.98	36,571.99
Senior Consumer Affairs Specialist	36,373.27	56,882.72	36,373.27	58,589.20
Senior Cost Estimator	32,025.82	48,131.36	32,025.82	49,575.30
Senior Data Control Clerk	28,207.40	45,939.65	28,207.40	47,317.84
Senior Drafting Technician	26,549.03	41,124.73	26,549.03	42,358.47
Senior Draftsman M/W	24,885.27	38,679.01	24,885.27	39,839.38
Senior Engineering Aide	26,549.03	41,124.73	26,549.03	42,358.47
Senior Engineering Draftsman M/W	24,885.27	38,679.01	24,885.27	39,839.38
Senior Family & Neighborhood Counsel	31,525.22	50,754.55	31,525.22	52,277.19
Senior Field Representative	28,207.40	45,939.65	28,207.40	47,317.84
Senior Golf Starter	26,549.03	45,993.99	26,549.03	47,373.81
Senior Legal Stenographer	26,549.03	45,123.29	26,549.03	46,476.99
Senior Librarian (Library)	42,110.81	55,007.11	42,110.81	56,657.32
Senior Library Assistant (Library)	28,073.88	37,329.15	28,073.88	38,449.02
Senior Loan Advisor	33,184.67	53,383.29	33,184.67	54,984.79
Senior Maintenance Supt. (L.P.)	26,549.03	45,993.99	26,549.03	47,373.81
Senior Mimeograph Machine Operator	24,885.27	38,679.01	24,885.27	39,839.38
Senior Planner	33,184.67	53,383.29	33,184.67	54,984.79
Senior Recreation Maintenance Worker	28,207.40	44,251.49	28,207.40	45,579.03
Senior Stock Clerk	23,227.98	33,017.79	23,227.98	34,008.32
Senior Telephone Operator	24,885.27	37,210.46	24,885.27	38,326.77
Senior Tool Loan Clerk	24,885.27	38,679.01	24,885.27	39,839.38
Senior Traffic Maintenance Worker	26,549.03	41,379.84	26,549.03	42,621.24
Social Case Work Supervisor	33,184.67	53,383.29	33,184.67	54,984.79
Social Case Worker	29,869.00	48,131.36	29,869.00	49,575.30
Social Service Assistant (Library)	26,318.58	35,828.44	26,318.58	36,903.29
Social Worker, Drug Abuse- Health	28,207.40	45,939.65	28,207.40	47,317.84
Stock Clerk	23,227.98	31,964.09	23,227.98	32,923.01
Stock Handler	23,227.98	33,258.49	23,227.98	34,256.24
Storekeeper Automotive	26,549.03	41,379.84	26,549.03	42,621.24
Street & Sewer Inspector	26,549.03	45,123.29	26,549.03	46,476.99
Supervising Account Clerk	28,207.40	47,255.11	28,207.40	48,672.76
Supervising Cashier	28,207.40	47,255.11	28,207.40	48,672.76
Supervising Clerk Steonographer	26,549.03	44,072.91	26,549.03	45,395.10
Supervising Clerk Transcriber	26,549.03	44,072.91	26,549.03	45,395.10
Supervising Clerk Typist	36,373.27	56,882.72	36,373.27	58,589.20
Supervising Field Rep., Prop. Maint.	32,022.73	48,131.36	32,022.73	49,575.30
Supervising Field Representative	33,184.67	53,383.29	33,184.67	54,984.79
Supervising Library Assistant (Library)	31,582.29	43,267.65	31,582.29	44,565.68
Supervisor Tool Loan Clerk	29,869.00	48,131.36	29,869.00	49,575.30

<u>Title</u>	<u>1/1/2005-12/31/2005</u>		<u>1/1/2006-6/30/2006</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Supervisor of Accounts	33,184.67	53,383.29	33,184.67	54,984.79
Supervisor of Aquatics	29,869.00	48,131.36	29,869.00	49,575.30
Supervisor of Counseling	33,184.67	53,383.29	33,184.67	54,984.79
Supervisor of Senior Citizens Act.	31,525.22	50,754.55	31,525.22	52,277.19
Supervisor, Drug Program- Health	29,869.00	48,131.36	29,869.00	49,575.30
Tax Searcher	29,869.00	48,131.36	29,869.00	49,575.30
Technical Specification Writer	26,549.03	42,963.73	26,549.03	44,252.64
Telephone Operator	23,227.98	35,506.79	23,227.98	36,571.99
Tool Room Clerk	23,227.98	33,017.79	23,227.98	34,008.32
Traffic Maintenance Worker	24,885.27	39,006.21	24,885.27	40,176.40
Traffic Signal Electrician	28,207.40	44,251.49	28,207.40	45,579.03
Traffic Signal Repairer	26,549.03	41,379.84	26,549.03	42,621.24
Tree Climber	28,207.40	44,251.49	28,207.40	45,579.03
Tree Trimmer	24,885.27	39,006.21	24,885.27	40,176.40
Truck Driver	24,885.27	39,006.21	24,885.27	40,176.40
Urban Renewal Supervisor	48,657.07	74,212.41	48,657.07	76,438.78
Violations Clerk	29,869.00	48,131.36	29,869.00	49,575.30
Vocational Coordinator	29,869.00	48,131.36	29,869.00	49,575.30
Vocational Rehab. Specialist	26,549.03	45,123.29	26,549.03	46,476.99
Water Safety Instructor	24,885.27	36,344.21	24,885.27	37,434.54
Welfare Investigator	26,549.03	42,963.73	26,549.03	44,252.64
Youth Services Counselor	26,549.03	45,123.29	26,549.03	46,476.99

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