THIS BOOK DOES NOT CIRCULATE

1977

THIS AGREEMENT entered into this 22 ML day of

June , 1977, by and between THE CITY OF BRIDGETON,

IN THE COUNTY OF CUMBERLAND, a municipal corporation of the State

of New Jersey, hereinafter referred to as the "Employer" or the

"City", and NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND

COUNTY COUNCIL #18, hereinafter referred to as the "Association".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton and in its capacity as an Employer, the Employees, the Association and the people of the City of Bridgeton.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION OF ASSOCIATION

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.), the Employer does hereby recognize the Association as the sole and exclusive representative of all clerical employees of the City of Bridgeton, excepting that this representation shall not extend to any management executive nor supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a confidential position in the City of Bridgeton or any person employed on an hourly or part time basis. The representation shall extend to the terms

and conditions of employment. The City shall compile a list of individuals together with their job titles excluded from the bargaining unit in the City.

2. EFFECT OF EMPLOYEE NOT JOINING ASSOCIATION

Neither membership in the Association nor non-membership shall be a condition of employment or continued employment.

The Association agrees that there shall be no discrimination, intimidation, restraint or coercion by either party or its officers, agents or members against any employee who refuses or fails to join Civil Service Council #18.

The Association shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken.

3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that management, the control of properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

4. NON-DISCRIMINATION

The City and the Association agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, or Association membership.

5. PRESENTING A GRIEVANCE

The purpose of this procedure is to acquire at the lowest possible level equitable solutions to grievances. The parties agree that this procedure will be kept as informal as may be appropriate.

Only one subject matter can be included in any one grievance and the article number must be specified on the grievance form.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to pursue the matter informally and having the grievance adjusted with or without the intervention of Council #18, provided that the same procedure is followed whether or not Council #18 participates in the proceedings.

The term "grievance" means a complaint that there has been an alleged violation of, misinterpretation or improper application of the terms and conditions of this Agreement.

A grievance must be filed within fifteen (15) days of the date of its occurrence or the date that said grievance became known or should have become known to the person filing said grievance.

The Council will notify the Employer in writing, of the names of its Council Representative and Officers who are designated by the Council to represent employees under the grievance procedure. The Council Representative will be permitted the necessary time during working hours to investigate a grievance which has been put forth in writing and further, permission for such time

will not be unreasonably withheld or abused and providing that a limit of one (1) hour will be observed unless specifically extended by the Department Head. The Council Representative shall not interfere with the normal conduct of the work of the particular Department.

Such Council Representative shall also have the opportunity to consult with employees before the start of the work shift, during lunch or regularly scheduled breaks, or after completion of the work shift.

If it is found that a grievance does exist and cannot be resolved informally then the following steps will be followed in the presenting of a grievance by the aggrieved party:

- (1) Between the agrieved employee and his or her Supervisor.

 If no satisfactory agreement is reached within five (5) working days, then
- (2) Between the aggrieved employee with or without the local Association Representative in conference with the appropriate Department Head. Should no acceptable agreement be reached within an additional ten (10) working days, then
- (3) Between the aggrieved employee with or without the local Association Representative and an appropriate officer approved by the Administrator for appeal. If the Administrator is the Department Head the Mayor will designate a person to hear the appeal. If no satisfactory agreement is reached within fourteen (14) working days, then
- (4) A meeting shall be arranged between the Mayor, Department Head, Business Administrator and City Solicitor and not more than five (5) representatives of Civil Service Council #18, the aggrieved party and his or her attorney to resolve the dispute.

It is understood by both parties, that all grievances must be submitted in writing, and specifically spell out the alleged violation along with the paragraph of the contract which is being violated. Failure of the aggrieved to sign the grievance will result in dismissal of said grievance. If the Association processes a grievance beyond Step 1, the Association shall give notice in writing to the appropriate city official that a grievance has not been resolved in the next proceeding step and said notice shall request that said city official arrange a meeting with the local Association Grievance Chairman or representative pursuant to this section.

It is understood that should any grievance be resolved pursuant to Steps 1 through 4 of the Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the facts of the grievance and basis for resolving the same, and in any event the answering of the city official pursuant to any step in the grievance procedure shall always be in writing.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the grievance procedure set forth herein. Furthermore, employees shall have an election as to whether they shall pursue remedies under Public Employees Relations Commission prodecures relating to unfair labor practices or the grievance procedure set forth herein. In any event, action beyond Step 2 in the grievance procedure shall constitute an election to pursue remedies under the Contract.

6. VACATIONS

All full-time employees in the classified Civil Service shall be granted the following annual leave for vacation purposes with pay in and for each calendar year from their permanent date of appointment:

Up to one year of service - one working day's vacation for each month of service.

After one year and up to five years of service - twelve working day's vacation.

After five years and up to ten years of service - fifteen working day's vacation.

After ten years and up to fifteen years of service - twenty working day's vacation.

After fifteen years and up to twenty years of service - twenty-five day's vacation.

After twenty years of service - thirty working day's vacation.

No vacation time accrued in one year may be carried over into the next or any succeeding year except for circumstances required by emergency situations as determined by Department Head and approved by Business Administrator.

7. HOLIDAYS

Holidays will be observed as follows:

Christmas Day Columbus Day Election Day Good Friday Independence Day Labor Day Lincoln's Birthday Memorial Day New Year's Day Thanksgiving Day Veteran's Day Washington's Birthday

In the event the President of the United States, the Legislature or the Governor of the State of New Jersey should declare a holiday in addition to those already mentioned aforesaid, then these holidays will be observed by the City of Bridgeton. When a holiday falls on a Sunday it shall be observed on Monday and when it falls on a Saturday it shall be observed on Friday.

8. LIFE INSURANCE

The present life insurance plan will be continued during the term of this Agreement.

9. FUNERAL LEAVE

- (A) If a death occurs among members of the employees immediate family or household, the employee will be granted three (3) days leave, which shall not be charged to sick leave.
- (B) The immediate family is defined as wife, husband, son, daughter, father, mother, brother or sister.
- (C) If death occurs among other relatives of the employee, the employee shall be granted one (1) day leave, to be charged to sick leave.
- (D) "Other relatives" are defined as grandson, grand-daughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law and father-in-law.

10. HOSPITALIZATION - MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization coverage known as "Blue Cross", the medical coverage known as "Blue Shield" and the "Rider J" and Major Medical addendums for the employee, his or her spouse and/or dependant children, up to the limits provided by the City through insurance policies maintained by the City.

11. ABSENCE WITHOUT LEAVE

An absence without approved leave shall be without pay and

may be subject for disciplinary action. An employee who absents himself for five (5) consecutive days without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the Department Head.

12. TARDINESS

Unauthorized Tardiness is any tardiness that is not excused by the immediate supervisor and the Department Head.

- (A) An employee is considered tardy when the employee reports for duty after the beginning of his assigned shift. All tardiness must be made up within the same work week.
- (B) Unauthorized tardiness for 15 minutes or more may be subject to disciplinary action. However, if tardiness of less than 15 minutes shall occur two or more times in any one week, employee may be subject to disciplinary action. The following disciplinary actions may be effected for unauthorized tardiness:

1st time - written memo from supervisor

2nd time - written reprimand

3rd time - 1 day suspension

4th time - 2 day suspension

5th time - (and thereafter) 3 day suspension

Action initiated on any step must be for infractions occurring within 12 months of the violation which resulted in Step 1 action.

13. OVERTIME

Employees shall receive compensation for overtime services in accordance with the provisions of the Fair Labor Standards Act and regulations of the United States Department of Labor issued pursuant thereto or any applicable statute of the State of New Jersey, whichever shall prevail.

14. WORK ASSIGNMENT

Employees shall perform any reasonable work assignment made by supervisors so long as they suffer no reduction of their rate of pay.

15. OTHER EMPLOYMENT

No member of the Association shall engage in any other form of employment, which shall in any way interfere with the member's employment with the City of Bridgeton or shall bring discredit to said City of Bridgeton.

16. UNION REPRESENTATION

Association officials shall be permitted reasonable time, with the permission of the appropriate Department Head or his duly authorized representative, during regular working hours for the purpose of investigating or processing grievances.

The appropriate Department Head shall give a leave of absence with pay to every person in the service of the City of Bridgeton who is a duly authorized representative of the New Jersey Civil Service Association, to attend any State or national convention of such organization.

A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

17. INTERFERENCE WITH WORK

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

18. WAGES

It is stipulated and agreed that City will pay wages as set

forth in Schedule B attached hereto and made a part hereof.

19. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations shall apply in all cases and for all matters not covered by this Agreement. It is further stated that the personnel manual is hereby approved by Association unless otherwise voided by this Agreement. A copy of said Personnel Regulations are attached hereto and made a part hereof as Schedule C.

20. CIVIL SERVICE

This Agreement is intended to comply with all statutes, rules and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

21. BREACH OF CONTRACT EFFECT

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

22. SAVINGS CLAUSE

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

23. RATIFICATION BY ASSOCIATION AND EMPLOYEES

The Association hereby represents that this Agreement was ratified solely by employees of the City of Bridgeton, employed pursuant to the terms of this Agreement and that no members of the Association who are not covered by this Agreement took part in the ratification proceedings. The Association further agrees that upon the adoption of any new agreements which shall be substituted

for this Agreement, or any thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new agreement.

24. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment of agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

25. TERM OF CONTRACT

This Agreement shall be in effect until <u>December 31</u>, 1977, and thereafter, until modified. Ninety (90) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new agreement or the extension of this Agreement, provided that should the Public Employees Relations Commission fix another time to commence negotiations, the Rules of the Public Relations Commission shall apply. Neither party shall be prejudiced by this Section providing negotiations begin at least 60 days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:

THE CITY OF BRIDGETON, IN THE COUNTY OF CUMBERLAND

BY:

Mayor

NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18

Edaine & Mitchell

BY: Thomas Jones

AGREEMENT BETWEEN

CITY OF BRIDGETON AND NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18

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SCHEDULE A

THE FOLLOWING TITLES ARE EXCLUDED FROM CIVIL SERVICE #18 BARGAINING UNIT:

Municipal Court Clerk

Registrar of Vital Statistics

Deputy Director of Welfare

Administrative Clerk, Business Administrator's

Administrative Clerk, Comptroller's

Senior Bookkeeping Machine Operator (Comptroller's Office)

Senior Account Clerk (Typing) (Comptroller's Office)

All employees within the Comptroller's Office are excluded from the bargaining unit.

CITY OF BRIDGETON

ORDINANCE NO. 76-18

AN ORDINANCE FIXING THE SALARIES AND RATES OF CERTAIN OFFICERS AND EMPLOYEES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGETON:

SECTION 1. That from and after the first day of January, 1977, the salaries and rates of the following designated officers and employees shall be as follows:

	MINIMIM	MAXIMUM
· TITLE		
Addressograph Machine Operator Administrative Clerk Administrative Clerk, Business Administrator's Administrative Clerk, Comptroller's Administrative Clerk, Sewer & Water Clerk Stenographer Clerk Typist Clerk Typist Clerk Typist PT Deputy Director of Welfare Deputy Municipal Court Clerk Municipal Court Clerk Principal Clerk (Typing) Parking Violations Officer Registrar of Vital Statistics Secretary to the Mayor	\$ 4,000. 5,000. 5,000. 5,000. 4,000. 3,900. 2.30 5,000. 3,900. 4,500. 4,500. 5,200. 5,000. 5,000.	MAXIMUM \$ 7,000. 8,300. 9,100. 10,200. 8,000. 7,200. 7,000. 3.00/hr. 9,100. 8,100. 8,100. 8,100. 8,100. 8,100. 8,100.
Senior Account Clerk Senior Account Clerk (Typing)	4,400. 4,800.	7,700. 8,200.
Senior Bookkeeping Machine Operator Senior Clerk Stenographer	4,800. 4,500.	9,600. 7,900. 7,700.
Senior Clerk Typist Welfare Interviewer (Typing) Welfare Interviewer (Typing) PT	4,100. 4,300. 2.30	7,600. 3.00/hr.

SECTION 2. This Ordinance shall take effect as of January 1, 1977.

ACTING City Clerk

ATTEST:

Johnny Rilas President

APPROVED:

Mayor Mayor

ADOPTED: December 21, 1976

ANNUAL VACATION LEAVE

All full-time employees in the classified Civil Service of the City of Bridgeton shall be granted the following annual leave for vacation purposes with pay in and for each calendar year from their permanent date of appointment: Up to one year of service, one working day's vacation for each month of service; after one year and up to seven years of service, twelve working day's vacation: after seven years and up to twenty years of service, fifteen working day's vacation; and after twenty years of service, twenty working day's vacation.

No vacation time accrued in one year may be carried over into the next or any succeeding year except for circumstances required by emergency situations as determined by Department Head and approved by Business Administrator.

Permanent part-time employees shall receive prorated vacation time benefit.

SICK LEAVE WITH PAY

All full-time employees in the classified Civil Service of the City of Bridgeton shall be granted, in addition to annual vacation leave with pay, one working day's sick leave with pay tor each month of service from the date of regular appointment up to and including December 31st next following such date of appointment and fifteen day's sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave for any catendar year, the amount of such leave not taken shall accumulate to his credit from year to year and he shall be entitled to such accumulated sick leave with pay if and when needed. The total years of service of an individual employee after permanent appointment in the classified Civil Service of the City of Bridgeton, both prior and subsequent to the adoption of the Civil Service law shall be considered in computing accumulated sick leave due and available. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family who is ill and requiring the presence of such employee, or death in the immediate family. For the purpose of these rules "member of the immediate family" is interpreted as meaning father, mother, husband, wife or child, except in the case of death in the immediate family which will also include brother and sister. Sick leave shall not be interpreted as including an extended period where the employee serves as surse or housekeeper during a protracted illness of a member of the family. Sick leave for a period greater than five days or totaling more than ten days in one calendar year shall be granted only on the certificate of a physician, in which it is certified that the leave requested is within the provisions of the statutes and these rules, except that sick leave claimed by re

DISABILITY LEAVE

Whenever an employee in the classified Civil Service is disabled, either through injury or illness as a result of or arising from his employment as evidenced by certificate of a reputable physician or of a City designated physician, he shall be granted, in addition to his annual sick leave with pay or any accumulations thereot, leave of absence with pay for a period of thirty days or so much thereof as may be required, as evidenced by certificate of the attending or City designated physician, but not longer than a period for which workmen's compensation payments are allowed. If at the end of such thirty-day period, the employee is unable to return to duty, a certificate from either the attending or City designated physician shall be presented, certifying to the fact. During the period in which full salary or wages of any employee on disability leave is paid by the City of Bridgeton any compensation payments made to or received on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Bridgeton by the insurance carrier or the employee. The City of Bridgeton reserves the right to have a City designated physician examine the employee at any time during the period of disability leave.

Whenever the attending or City designated physician shall report in writing that the employee is fit for duty, such disability leave shall terminate, and such employee shall forthwith report for duty.

LEAVE OF ABSENCE WITHOUT PAY

A full-time permanent employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to the service or who for any reason considered good by the Department Head with the approval of the Business Administrator desires to secure leave from his regular duties shall be granted special leave of absence without pay for a period not exceeding six months and with the approval of the City Council may be granted an extension of such leave for an additional period not exceeding six months. Further leaves in such cases may be granted only with the approval of the City Council and the Civil Service Commission. Any employee asking for special leave without pay shall submit his request in writing stating the reasons why, in his opinion, the request should be granted, the date when he desires leave to begin and the probable date of his return to duty. For each separate case of special leave without pay other than as herein provided under the statutes the Department of Civil Service, shall, at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave or whether his name shall be placed on the reemployment list for the class.

HOLIDAYS

Holidays will be observed as follows: Christmas Day, Columbus Day, Election Day, Good Friday, Independence Day, Labor Day, Lincoln's Birthday, Memorial Day, New Year's Day, Thanksgiving Day, Veteran's Day, and Washington's Birthday. In the event the President of the United States, the Legislature or the Governor of the State of New Jersey should declare a holiday in addition to those already mentioned aforesaid, then these holidays will be observed by the City of Bridgeton. When a holiday falls on a Sunday it shall be observed on Monday and when if falls on a Saturday it shall be observed on Friday.

Any classified employee who must of necessity work on a legal holiday, with the exception of the uniformed police, firemen and those employees covered by contract, will be given a compensatory day off at the discretion of their Department Head.

All uniform police and fire department employees will be compensated twelve days additional pay during the calendar year for the aforementioned

designated holidays.

EMPLOYEE CONDUCT

Every employee shall fulfill to the best of his ability the duties and responsibilities of his position. He shall, during his hours of duty and subject to responsibilities of his position. He shall, during his hours of duty and subject to such other laws, rules and regulations that pertain thereto, devote his full time, attention and efforts to his office and employment. He shall not use his position to secure special privileges or exemptions for himself or others. He shall not use City property or equipment for his private use or for any use other than that which serves the public interest.

An employee shall not engage in any employment, activities or enterprise which has been or may be determined by the appointing authority to be inconsistent, incompatible or in conflict with his duties as a classified employee or with the duties, functions, or responsibilities of the department or agency by which he is employed.

which he is employed.

An employee shall not disclose confidential information gained by him by reason of his official position except as authorized or required by law, nor shall he otherwise use such information for his personal gain or benefit.

ADDITIONAL FORMAL EDUCATION AND TRAINING

Any full-time employee who desires to better equip himself in the performance of his assigned duties through attendance in various recognized training and of his assigned duties through attendance in various recognized training and educational programs that are offered from time to time by colleges, vocational schools or state agencies may receive assistance from the City of Bridgeton. This assistance will be in the form of reimbursement to the employee for registration, books and laboratory fees for courses or training related to the employees employment upon certification of successful completion of such course or training. All applications for such assistance must be made to the Department Head in advance of the anticipated course or training desired and approved by the Department Head and Business Administrator. Employees participating in such a program shall be expected to remain in the service of the City of Bridgeton for program shall be expected to remain in the service of the City of Bridgeton for a period of one year. In the event they should voluntarily terminate their service the City shall require that the employee will reimburse the City one-half of the educational expenses it paid.

COMPULSORY COURT DUTY

If an employee is required to serve on a jury or to attend any hearing or trial under subpoena, he continues to get his regular salary. If he is not needed in court for a full day, he must report to work whenever practical.

MILITARY RESERVE TRAINING

An employee who is a member of a military reserve organization of the United States which requires their members to take brief periods of training in order to remain active, or qualify for promotion, may be granted a leave of absence to go on his active training duty.

An employee who takes his active training during vacation will receive

his regular vacation pay from the City.

A permanent employee with less than a year's service who takes his training will receive from the City any difference between his governmental pay, plus any allowance and his regular City pay. If the governmental pay, plus allowances is equal to or more than his regular City pay, he receives no pay from the City.

An employee with more than a year's service who takes his training will

receive tull pay from the City.

Temporary employees who take their active training duty will receive no pay from the City during the time they are away if they have less than one year

of full-time service.

All personnel should apply in writing for any leave of absence for military reserve organization training and before the City can make payment to any employee with less than one year's service, a statement of the military pay and allowance must be submitted by him through the department director to the Business Administrator.

ALCOHOLIC BEVERAGES

No employee is to bring any alcoholic beverages on City property at any time. Consumption of alcoholic beverages during working hours is specifically forbidden and anyone violating this regulation will be subject to suspension.

EMPLOYEES RETIRING OR RESIGNING

When an employee retires, the policy of the City is not to pay severance pay. Provision is made for the employee's retired compensation through the appropriate retirement plan.

WORKING HOURS

The basic working hours of all employees in the classified Civil Service, except members of the uniformed Police and Fire Departments and other departments which are subject to shift hours, such as the Public Works Department, etc., shall be from 8:30 A.M. to 4:30 P.M. with one hour off for lunch, Mondays to Fridays inclusive, or a total of thirty-five hours per week.

PHYSICAL EXAMINATIONS

Satisfactory physical condition relative to a position applied for will be determined by a physical examination by a physician designated by the City at the City's expense prior to such appointment with the exception of seasonal employees.

OVERTIME

All full-time employees in the classified Civil Service, except members of the uniformed Police and Fire Departments and other employees covered by contract who work more than thirty-five hours (which does not include lunch hours) will receive straight time pay for those hours over thirty-five basic working hours they work in any regular week.