

AGREEMENT

BY AND BETWEEN

THE CITY OF RAHWAY

AND

**THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL UNION NO. 469**

July 1, 2003 through June 30, 2007

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PREAMBLE

This is an Agreement by and between the City of Rahway, New Jersey, hereinafter referred to as the "Employer" or the "City" and the International Brotherhood of Teamsters, hereinafter referred to as "Teamster Local Union No. 469" or the "Union." The effective date of this contract is July 1, 2003.

ARTICLE 1

RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.

2. The provisions of this Agreement shall apply to all accretions to the bargaining unit, including but not limited to, new job classifications or groups of employees not presently provided for, newly established or acquired facilities and/or consolidation of facilities.

3. Excluded from the bargaining unit are all professional, watchmen, guards, office clericals and other employees excluded under the Public Employment Relations Act. Included are all employees of the Department of Public Works and Water Division employed by the City of Rahway.

ARTICLE II

SUPERVISORY & OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or employees with supervisory authority be permitted to perform any work covered by this Agreement. However, this provision shall not restrict the Employer from making temporary work assignments for the purpose of training or for temporary emergency needs, but this provision shall not be used by the Employer to circumvent the terms of this Agreement or deny employees the opportunity to earn wages.

ARTICLE III

TRANSFER OF TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

ARTICLE IV

DUES CHECK-OFF

1. The Employer agrees to deduct the initiation fee and/or dues from the wages of each Employee who is a member of the Union and to forthwith remit the same to the Union office.
2. The Union agrees to file a dues deduction authorization form with the Employer for each Employee prior to such deductions.
3. Pursuant to state law, a service fee up to a maximum of 85% of Union dues shall be paid by members of the unit who are not members of the Union.

ARTICLE V

MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a provision of applicable law and/or a provision of this contract, the City of Rahway reserves and retains, solely and exclusively, all of its statutory and common law rights to manage the operation of the Department of the City of Rahway, as such rights existed prior to this or any other agreement with the Union. The sole and exclusive rights of the City of Rahway shall include, but are not limited to, its right to determine the existence or non-existence of needs or facts which are the basis for the existence or structure of any Department; rights to management decisions, establishing or continuing policies, practices or procedures for the conduct of any Department and their services to the citizens of Rahway, and from time to time, to change or abolish such practices or procedures; to comply with the public's "right to know" and establish accountability methods, such as electronic or mechanical time-worked recording devices, as the efficient governing of the City and the aforesaid compliance require; its right to determine, and from time to time, redetermine the number, locations and types of its officers and employees or to discontinue any performance by officers or employees of the City of Rahway; to determine the number of hours per day or week any operation of any Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by the Departments and City management authorities; to establish training programs and upgrading requirements for employees; to establish and change work schedules and assignments; to transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to establish, continue, alter and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause;

and to otherwise take such measures as may be determined as necessary for the orderly and efficient operation of City Departments and City government in general, and for the public health, safety and welfare, provided that nothing herein shall prevent the Shop Steward or Local Union Representative from presenting a grievance for an alleged violation of any specific Article or term of this Agreement.

ARTICLE VI

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule.

ARTICLE VII

SHOP STEWARDS

1. The Employer recognizes the right of the Union to designate one (1) shop steward and one (1) alternate, each for the Division of Public Works and the Division of Water.

2. The authority of the shop steward and the alternate, so designed 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 the collective negotiations agreement;
- b. The collection of dues when authorized by appropriate union action;
- c. The transmission of messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:
 1. Have been reduced to writing, or;
 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

3. The shop steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business.

4. The Employer recognizes these limitations upon the authority of the shop steward and alternate and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward or alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

5. The steward shall be permitted a reasonable amount of time to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be during normal working hour, and after receiving approval from the immediate superior, which approval shall not be unreasonably withheld, and such hour shall be considered working hours in computing daily and/or weekly overtime.

6. The Union shall notify the City, in writing, as to the names of the shop steward and alternate and any changes as they occur. Upon written notification to the City, the shop steward or alternate may be given leave, with pay, to attend Union seminar, educational functions or conventions, not to exceed a total of six (6) days in any one (1) year. To receive leave under this section the Shop Steward and/or alternate must provide the Director of Public Works or his designee with written notification of his intent to take such leave within five (5) working days of the date said leave is to commence.

ARTICLE VIII

GRIEVANCE PROCEDURE

1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties, hereto, relating to any matter of wages, hours and working conditions or any dispute between the parties involving the interpretation or application of any provision of this Agreement.

2. An aggrieved employee shall present his grievance, in writing, to the Employer within twenty (20) days of its occurrence or such grievance will be deemed waived.

3. In the event of such grievance, the steps hereafter set forth, shall be followed:

Step 1 - The employee and the steward, or the employee individually, but in the presence of a steward, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within five (5) working days, the steward or Local Union Representative may forward the grievance to the next procedure.

Step 2 - The steward will discuss the grievance with the head of the department involved. In the event the grievance is not satisfactorily adjusted within five (5) working days, the grievance may be appealed at the next step by the Steward or Local Union Representative.

Step 3 - The Union representative and the Employer representative or any such designated person shall meet to discuss the grievance within ten (10) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within seven (7) working days, the grievance may be taken to arbitration by either party, upon notice to the other party.

4. If at any time the aggrieved employee appeals his grievance before the State Department of Personnel, then from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.
5. If in any of the foregoing steps either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration.
6. A grievance may be taken to arbitration by the Local Union Representative only.

ARTICLE IX

ARBITRATION

In the event the City's decision, regarding a grievance, is unsatisfactory, the Local Union Representative may petition the New Jersey Public Employment Relations Commission ("PERC") to arbitrate the grievance. All decisions of a PERC appointed arbitrator will be final and binding upon the City and the Union. The expenses of the arbitration shall be borne equally by the parties to this agreement. The arbitrator shall not have the power to, in any way, add to, delete from or modify this Agreement.

ARTICLE X

NO STRIKE - NO LOCKOUT

Both parties agree to settle any differences through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike or any other action interrupting the Employer's business, and the City agrees that it will not lock out its employees during the term of this Agreement.

ARTICLE XI

SEPARATION FROM EMPLOYMENT

Upon discharge, the Employer shall pay all money, including vacation pay, due the employee.

Upon resignation, the Employer shall pay all money due to the employee, including vacation pay, on the payday in the week following such resignation.

The employee shall return all uniforms, equipment and manuals issued by the City. Failure to do so will result in a monetary adjustment to the pay due the employee.

ARTICLE XII

DISCHARGE OR SUSPENSION

1. The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee, in writing, of his discharge or suspension and the reason therefor. Such written notice shall also be given to the shop steward, and a copy mailed to the Union office within one (1) working day from the time of the discharge or suspension.

2. In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee, in writing, when it is practicable to do so, and a copy of the same to the Union and the shop steward. The warning notice, as herein provided, shall not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

3. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) days from the date of discharge and/or suspension.

4. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as herein set forth.

ARTICLE XIII

UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE XIV

NON-DISCRIMINATION

1. Neither the Employer nor the union will discriminate against any employee, or those seeking employment, because of race, creed, color, sex, age or national origin, nor because of membership or non-membership in any church, society or fraternity.

2. Any employee member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such officer of the Union, so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE XV

WORK ASSIGNMENTS

1. The Employer agrees to respect the jurisdictional rules of the Union, and shall not direct or require their employees or persons other than the employees in the bargaining unit involved to perform work which is recognized as the work of the employees in said unit.

2. The Employer agrees not to direct or require an employee to perform any work other than the work prescribed of the individual employee's classification, unless otherwise specifically provided for in this Agreement; however, this provision shall not restrict the Employer from meeting temporary emergency needs, but this provision shall not be used by the Employer to circumvent the terms of this Agreement or to deny employees the opportunity to earn wages.

ARTICLE XVI

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees for the purpose of eliminating jobs or replacing employees in the bargaining unit.

ARTICLE XVII

NOTIFICATION TO THE UNION

1. The Employer will notify the Union, in writing, of all promotions, demotions, transfers, suspensions and discharges. The employer will notify the Union, in writing, prior to layoff.
2. The Employer will provide the Union with a updated list of covered employees, showing names, address, classification and social security number.
3. The Employer will notify the Union of additions and deletions to the payroll of covered employees as the occur.

ARTICLE XVIII

PROBATIONARY PERIOD

All newly hired permanent employees shall serve a probationary period of ninety (90) calendar days, except for laborers, which shall be one hundred twenty (120) calendar days. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement.

ARTICLE XIX

SENIORITY

1. Seniority shall mean a total of all periods of permanent employment within the department covered by this Agreement.

2. An employee shall lose seniority rights for any one of the following reasons:

- a. Voluntary resignation;
- b. Discharge for just cause;
- c. Failure to report to work for five (5) working days. (The Employer may require substantiating proof of illness or accident.)

ARTICLE XX

LAYOFFS & RECALL

1. The Employer may reduce the working force, only due to lack of work. When the Employer reduces the working force, the employee in the classification affected by the layoff, who has the least departmental seniority, shall be laid off first, provided the remaining employees, within that classification, have the experience, skill and ability to perform the remaining work, without training.

- a. All layoffs should be in accordance with any approved seniority rights, provided by existing statutes.
- b. Notice of such layoffs will be given at least forty-five (45) days before the scheduled layoff.
- c. All laid off employees shall have preference for re-employment for a period of life.
- d. The Employer shall rehire laid off employees in the order of greatest employment seniority, in accordance with rehiring provisions and any approved seniority rights, provided by existing statutes. Under no circumstances, whatsoever, shall the Employer hire from the open labor market while any employee has an unexpired term of preference for re-employment, who is ready, willing, qualified and able to be re-employed.
- e. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.
- f. Any laid off employee who does not respond in the affirmative to that recall notice within seven (7) days of the date that notice was mailed to his/her last known address, waives their right to re-call and re-employment.

The term "last known address" as used in this Article shall mean the most recent address contained in the employee's personnel file. Each employee has the obligation of notifying the Director of the Department, in writing, of any change in his/her address.

ARTICLE XXI

PROMOTIONS AND TRANSFERS

1. The bargaining unit shall be composed of promotional units by department.
2. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

It is the intention of the Employer to fill job vacancies from within the bargaining unit, before hiring new employees, provided employees are available with the necessary qualifications to fill the vacant position.

3. Notice of all job vacancies shall be posted on the bulletin boards. This notice shall remain on the bulletin board for eleven (11) working days and will include job title, pay grade and a brief description of job duties, including qualifications and necessary skills. Only those employees who make application during the eleven (11) days will be considered for the job and will be permitted to file a grievance against the final selection.

4. Unless existing statutes give specific preference otherwise, vacancies shall first be offered to the most senior qualified employee who bids from the next lower pay grade classification within the promotional unit in which the vacancy exists, and who has the skills, ability, and qualifications to perform the job duties. Promotions to the positions of Supervisor and Assistant Supervisor shall be open to employees in the four salary range under said positions.

5. The successful bidder shall receive a trial period of ninety (90) days in his new position. Such employee shall be compensated at the rate of pay of his new classification.

6. The Union and the employee will be kept advised of the progress made in the learning of the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the

probationary period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification.

ARTICLE XXII

JOB CLASSIFICATION SHEETS

1. The Employer will prepare and make available to the Union, job classification sheets, defining the principal functions of each job classification, covered by this Agreement and any new classifications coming under this Agreement.

2. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate.

ARTICLE XXIII

HOURS OF WORK

1. Effective July 1, 2003, except as provided under paragraph 5 of this article, the Employer shall schedule employees for hours of work as follows:

The work week shall be Monday through Friday. With respect to the Public Works Department, with the exception of City Hall workers, the work day shall commence at 7:30a.m. and end at 3:30p.m. Those employees shall receive one-half (½) hour for lunch and one (1) fifteen (15) minute on-site break period in the morning. The afternoon break period is eliminated. With respect to the Public Works City Hall workers, the work day shall commence at 8:00a.m. and end at 4:30p.m. Those employees shall receive one-half (½) hour for lunch and two (2) fifteen (15) minute break periods each day. Subject to the Director of Public Works, summer hours will be during the period beginning June 15th and ending Labor Day. When in effect, work days shall commence at 7:00a.m. and end at 3:00p.m. The hours of work for Solid Waste Division employees shall be 6:00a.m. to 2:30p.m. with one-half (½) hour for lunch.

2. Call in Time

(a) Sickness

- (1) If an employee is sick he/she must notify the City one-half (½) hour before their respective starting time in order to receive any unused sick pay he/she is entitled to.
- (2) If an employee calls in after his/her respective starting time, he/she will receive no compensation for that day, regardless of any sick leave that employee may have accumulated.

(b) Lateness

- (1) If an employee is to be late, that employee is to make every effort, within reason, to

call in before his/her respective starting time of 7:30 a.m. or 8:00 a.m., so as work crews may be formed in that employee's absence.

- (2) If an employee calls in before his/her respective starting time and will be no more than thirty (30) minutes late, there will be no docking. (Not to be a habit).
- (3) If an employee will be over two (2) hours late, he/she shall report in at 12:30 p.m.
- (4) If an employee calls in after his/her respective starting, he/she may lose a minimum of one-half day's pay or a maximum of one full day's pay.
- (c) Lunch Hour - It is expressly defined that lunch will be one-half ($\frac{1}{2}$) hour for those employees working the 7:30 a.m. to 3:30 p.m. shift, and one-half ($\frac{1}{2}$) hour for those employees working the 8:00 a.m. to 4:30 p.m. shift. Lateness after lunch may result in disciplinary measures.

3. Sick Pay

- (a) All permanent full-time employees within the unit shall receive fifteen (15) days sick leave annually.
- (b) If during the course of the calendar year, January 1st to December 31st, an employee uses more than 10 days, the City may require a doctor's certificate that the employee was off sick.

4. The Employer agrees not to require any employee to take time off to compensate for overtime worked. An employee shall have the option to request compensatory time off in lieu of receiving premium pay for overtime hours worked, such compensatory time to be computed at the appropriate premium pay hourly rate to determine time off, and shall require the consent of the Employer.

ARTICLE XXIV

RATE OF PAY

Employees shall be classified in accordance with skills used and shall be paid not less than the minimum for such classification. The parties, hereby agree that the classifications and salary ranges, as set forth in the City's Salary Ordinance as adopted, are proper, except for pay raise as herein. The parties, hereby agree that the classification of employees in effect at the time of the signing of this Agreement are proper.

ARTICLE XXIV A

INCREMENTS

Employees shall be entitled to salary increments, which shall be figured prior to application of any general pay raises, as follows: Each salary range shall be considered to consist of three (3) equal steps from the minimum of the range to the maximum of the range with the exception of the salary range for laborers hired after July 1, 1999, which will consist of five (5) steps. Each year each employee shall receive an increment equal to the difference between his previous year's salary and the next highest step in his salary range with credit for a year's employment, to be as outlined in the aforesaid Salary Ordinance.

ARTICLE XXIV B

PAY RAISES

There shall be a general pay increase, as follows:

1. Effective 7-1-03 - 2%
2. Effective 7-1-04 - 3%
3. Effective 7-1-05 - 3½%
4. Effective 7-1-06 - 3½%

See Schedule "A."

ARTICLE XXIV C

ON CALL

1. The Employer may put on call any employee in the Water Division and Public Works Division. In the Division of Public Works, one (1) supervisor, one (1) sewer worker and one (1) mechanic shall be on call at all times. Being on call is defined as being restricted by the employer from traveling more than a certain distance from the work site after work hours, as prescribed by the employer; being required to be available to communications, as prescribed by the Employer; and being required to report for work at the request of the Employer. No employee may refuse being put on call.

2. Employees assigned to on call by the City shall be on call twenty-four hours per day, seven days per week and shall be compensated at a rate of \$135.00 per week.

3. Employees assigned to on call shall, whenever practicable, be rotated in a system of one (1) week on duty and two (2) weeks (minimum) off. The City agrees that when a sufficient number of employees, qualified to do the applicable work are available, it shall schedule four (4) employees, instead of three (3), to be on call. The Union recognizes the City's right to place any category of employees, including maintenance, on call.

ARTICLE XXIV D

CALL BACK

Each employee shall be given a minimum of two (2) hours work, at applicable hourly rates, as per this agreement, if called back to work after completion of his regular tour of duty.

ARTICLE XXV

WORKING AT DIFFERENT RATES

1. An employee assigned to a classification with a higher rate of pay shall be paid the higher rate of pay for a minimum of four (4) hours for the first four (4) hours worked in that classification, and for a full day where he works in excess of four (4) hours in that classification in one day.

2. Assignments under this provision shall be made by following, in order, the applicable State Department of Personnel promotional list; if no such list is in force, then such assignments shall be made in order by seniority of employees in the next lower grade to the vacancy. These provisions are to be followed by the Employer at all times, unless a demonstrable reason exists for skipping an eligible employee.

3. Any employee working overtime in an upgrade shall be paid overtime based on the rate for the upgraded title.

ARTICLE XXVI

PREMIUM PAY

1. The Employer agrees to pay premium wages, in accordance with the following rules, when employees are required by the Employer to work overtime.

- a. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period;
- b. All hours spent in the service of the Employer prior to the scheduled starting time;
- c. All hours spent in the service of the Employer following the scheduled quitting time;
- d. All hours spent in the service of the Employer on any Saturday.
- e. If an employee is required to work continuous overtime that connects two (2) regularly scheduled shifts, all hours spent working that second regularly scheduled shift shall be paid at the overtime rate.

2. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday or holiday.

3. Overtime work, including emergency work, shall be rotated by seniority.

4. All overtime performed by employees in the upgraded position shall be paid at the rate of the upgrade.

ARTICLE XXVII

PAY DAY

1. Employees will be paid all earnings on a weekly basis. Employees will be paid during working hours. When the pay day falls on a holiday, then the preceding day will be pay day.
2. The pay day is actually Friday; however, the Employer agrees to make every effort to have paychecks available on Thursdays.
3. All employees shall be paid based on an hourly rate.

ARTICLE XXVIII

LONGEVITY

1. Employees are entitled to receive two percent (2%) longevity pay for each completed four (4) years' employment, up to a maximum of twelve percent (12%).

2. The Employer agrees to pay longevity entitlement in accordance with the following formula: Previous year's base salary multiplied by total longevity percentage entitlement equals total longevity pay. Longevity pay shall be considered as part of base wages for the purpose of computing holiday pay, vacation pay, sick pay and retirement.

3. Longevity entitlement is based on each employee's initial date of hire as follows: Employees, commencing employment with the City of Rahway on or after the first day of January, but on or before the thirtieth day of June of any year, shall be given credit, for the purpose of longevity compensation, with one full year's employment. Employees, commencing employment with the City of Rahway, on or after the first day of July of such year, but on or before the thirty-first day of December of such year, shall not, for the purpose of longevity compensation, be credited with any time for such year.

4. Effective January 1, 1979, the longevity program shall be eliminated entirely, except for employees who were on the permanent payroll prior to January 1, 1979.

ARTICLE XXIX

HOLIDAYS

1. The Employer agrees to pay each employee eight (8) hours pay, without working, for each of the following holidays:

New Years Day	Veterans' Day
Presidents' Day	General Election Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day*
Independence Day	Christmas Day
Labor Day	New Year's Eve*
Columbus Day	

plus any holiday declared by either the President, the Governor or Mayor.

*For the purpose of clarification, it is understood that Christmas Eve and New Year's Eve are holidays if it occurs on a Monday, Tuesday, Wednesday or Thursday, but not if it occurs on a Friday, Saturday or Sunday.

2. Any holiday which falls on Saturday shall be celebrated on the preceding Friday.
3. Any holiday which falls on Sunday shall be celebrated on the following Monday.
4. Floating holidays shall be granted to those employees of the Solid Waste Division for time worked on the following holidays: Presidents' Day, Good Friday, Columbus Day, Veterans' Day, General Election Day, Day after Thanksgiving Day, Christmas Eve Day and New Year's Eve Day. Solid Waste Division employees may elect to receive four (4) hours pay for New Year's Eve in lieu of a floating holiday.
5. Division of Solid Waste: Floating holidays to be scheduled by the Superintendent of the Solid Waste and must be used within the fiscal year.

ARTICLE XXIX A

PERSONAL DAYS

1. Employees shall also be entitled to three (3) personal days off from work in any given year. Employees are required to give a minimum of one (1) day's notice prior to the use of any personal day. The use of personal days shall be permitted only when it is not necessary to replace on overtime the employees wishing to utilize a personal day.

2. An employee shall not be entitled to personal days, as per Section 1, until one year's seniority has been accrued, said seniority to be based on the formula utilized in Article XXX, Section

1.

3. Employees shall be permitted to use personal days in one half day allotments to the extent such use does not interfere with scheduling and minimum manning concerns.

4. The City shall issue a clear, written policy on the use of personal days, which is consistent with the language of the contract, in order to ensure consistent enforcement of the contract.

ARTICLE XXX

VACATIONS

1. Vacation entitlement shall be based on the employee's total employment seniority accrued to December 31st. Employees, commencing employment with the City of Rahway on or after the first (1st) day of January, but on or before the thirtieth (30th) day of June of any year, shall be given credit, for the purpose of vacation entitlement, with one full year's employment. Employees, commencing employment with the City of Rahway on or after the first (1st) day of July of such year but on or before the thirty-first (31st) day of December of such year, shall not, for the purpose of vacation be credited with any time for such year.

2. Vacation pay shall be based on eight (8) hours straight time pay for the employee's classification for each day of vacation.

3.	<u>Total Employment Seniority</u>	<u>Vacation Entitlement</u>
	Less than one (1) year	One (1) day of each month of employment.
	One (1) year	Twelve (12) days.
	More than (1) year	Twelve (12) days, plus one (1) additional day for each additional year of employment, up to a maximum of 25 days.

For the purpose of clarification, the following examples of vacation entitlement are listed:

Hired: 3-7-83 1 day per month - 10 days in 1983
First year completed
1-1-84 12 days vacation for 1984
1-1-85 13 days vacation for 1985

Hired: 7-1-83 1 day per month - 6 days in 1983
1-1-84 1 day per month - 12 days in 1984
First year completed
1-1-85 13 days vacation for 1985
1-1-86 14 days vacation for 1986

4. Vacation days may be used individually with 24 hours notice to DPW Director or his designee.
5. Vacations may be scheduled throughout the calendar year with the approval of the DPW Director.
6. Vacation schedules by Department shall be posted by April 15th of each year.
7. In each Department, preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit. In order to comply with selection of vacations by total employment seniority, the City shall maintain the right to assign personnel during vacation, as the efficient governing of the City requires.
8. In the event a holiday, named in this agreement, falls during an employee's vacation period, such employee shall receive an additional day's vacation.
9. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.
10. Vacation time from any given year may be held over to the following year, only pursuant to the governing State Department of Personnel statutes and regulations.
11. The Employer shall not charge vacation time arbitrarily against injury time; employees must give notice prior to any request for charging any time to injury time.

ARTICLE XXXI

SICK LEAVE

1. Permanent employees on the payroll as of December 31st of the preceding year shall be entitled to fifteen (15) sick leave days, at the beginning of each calendar year without loss of pay.

2. Employees hired after January 1st shall be entitled to 1.25 sick leave days for each month of employment, without loss of pay.

3. Unused sick leave days shall be accumulated from year to year.

4. Employees who do not utilize any sick leave in a calendar year may, at the employee's option, be paid in the succeeding January, forty hours pay, at his/her average hourly rate for the previous calendar year, and have five sick days deducted from his/her accumulated sick leave. Employees using only one sick day in a calendar year may, at the employee's option, be paid in the succeeding January, twenty-four hours pay at the aforesaid rate, and have three sick days deducted from his/her accumulated sick leave. Eligible employees shall notify the City before December 15th of the calendar year if they wish to exercise the aforesaid option.

5. Sick leave is to be used solely in the event of personal illness or when the attendance of an employee, to the illness of a member of his/her immediate family, is required.

6. The Employer may require proof of illness, whenever three or more consecutive sick leave days are utilized, or if an employee has a pattern of sick leave use, indicative of a purpose other than that for which sick leave is intended. For example, repeated use of sick days at a specific time, such as before or after weekends, holidays and/or vacations.

7. The Employer may also require proof of illness when an employee has been absent on sick leave for periods totaling ten (10) calendar days in one calendar year for any additional sick leave in that year, unless such illness is of a chronic or recurring nature, requiring recurring absences

at one day or less, in which case, such proof of illness may be required once per six month period.

8. Use of sick leave for other than its intended purpose shall be considered abuse of sick leave and cause for disciplinary action.

9. In the event of same, an employee's entire personnel record shall be given weight, including the record of sick leave use and accumulated sick leave, and the principles of progressive discipline shall be followed wherever appropriate.

ARTICLE XXXII

TERMINAL LEAVE

1. An employee retiring after having completed twenty-five (25) years of continuous service (including military leave and leave without pay) shall immediately receive cash severance pay on a one-to-one ratio for the first ninety (90) sick days that he may have accumulated and on a one-to-three ratio for sick days he may have accumulated over and above the first ninety (90) days and the said compensation shall be granted in one immediate cash payment.

2. Employees retiring on pension with less than twenty-five (25) years of service shall be entitled to prorated terminal pay.

ARTICLE XXXIII

GROUP INSURANCE AND PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System. Pension benefits shall be based on regular straight time wages, longevity pay and any other compensation entitlement.

ARTICLE XXXIV

HEALTH CARE INSURANCE PROGRAM

1. The Employer shall provide each employee with comprehensive health care insurance with dependent coverage. Any employee hired after April 1, 2004, will have the option of enrolling in either the Point of Service (P.O.S.) Or Health Maintenance Organization (H.M.O.) Plan coverage. Employees hired before April 1, 2004 will have the option of enrolling in the Traditional Plan or either the P.O.S. or H.M.O. plan.

2. Hospitalization benefits shall be continued for members retired on pension, provided as follows:

- a. That this benefit is subject to the rules, regulations and provisions of the New Jersey Division of Pensions;
- b. That the retired member is eligible to enroll for said coverage through the New Jersey Division of Pensions and does so enroll;
- c. The member is not eligible for significantly similar coverage by virtue of other employment or by virtue of coverage through a family member;
- d. The member is not eligible for government coverage through other programs; for example, medicare;
- e. In the case of "c" or "d" above, the members shall not enroll for any coverage that requires payment by the City.

3. The City agrees to contribute one percent (1%) of a participating employee's base wages for a disability insurance plan to be purchased and administered by the Union. The method of said contribution shall be that the Union, shall monthly, submit a City voucher to the Public Works Director listing the participating employees and the contribution due for each and as a total. Based wages utilized shall be computed by taking an employee's hourly rate for the majority of the previous

month, multiplying by 2080 hours, and dividing by twelve (12). Upon verification of said voucher, the City shall pay the Union the indicated sum.

4. Effective 1-1-89, contributions by the City for Dental and Prescription coverage shall terminate. Effective 1-1-89, the City shall provide dental and prescription insurance programs comparable in coverage to the previous coverage enjoyed by the employees. Effective July 1, 2004, the co-payment amounts for the prescription insurance program shall be increased to \$3 for generic drugs and \$10 for brand name drugs.

ARTICLE XXXV

SPECIAL LICENSES

1. The Employer shall pay the fee for the grant or renewal of any special licenses which the employee is required by law to have in the performance of the duties and responsibilities covered by this job classification.

2. Employees who hold the position of Mechanic shall be paid incentive pay as follows:

- a. Six cents (\$.06) per hour for each valid certificate maintained of the ten (10) certificate programs offered as of July 1, 1999, by the National Institute for Automotive Service Excellence.
- b. Ninety cents (\$.90) per hour if all ten (10) certificates are maintained. However, those mechanics who held eight (8) certificates as of June 30, 1999, and who were receiving a paid incentive of sixty cents (\$.60) per hour pursuant to Article XXXV, section 2(a) of the preceding Agreement shall continue to receive that incentive as long as they maintain those same eight (8) certificates.
- c. Reimbursement of the test costs for test successfully completed, upon submission of a voucher with evidence of payment.

3. Employees may use City vehicles for the purpose of training for a commercial driver's license examination provided obtaining the license is necessary for the performance of a Rahway Public Works and/or Water Division job assignment and provided prior written approval is obtained from the Director of the Department of Public Works or his designee.

4. The City agrees to reimburse employees thirty-five dollars (\$35.00) for the cost of a commercial drivers license (CDL) once every four (4) years for the employees required to maintain CDL's.

ARTICLE XXXVI

TOOL ALLOWANCE

1. There will be a tool allowance of two hundred fifty (\$250.00) dollars per year. Employee's shall be held accountable and responsible for such tools and shall be required to furnish the Employer proof of purchase of such tools, prior to receiving any payment under his provision.

A. The following job classifications qualify for the tool allowance: General Foreman, Mechanics, P.W. Repairers, Building Maintenance Repairers and Masons.

2. The City shall provide insurance coverage against theft of tools from Mechanics and the Mechanic Foreman, up to a maximum of \$5,000.00 each, with a \$250.00 deductible, and the Mechanics and Mechanic Foreman shall be responsible for the first \$125.00 of said deductible. The maximum amount of coverage will be increased from \$5,000.00 to \$10,000.00 once an inventorying and claims procedure is agreed to by the parties.

ARTICLE XXXVII

MEAL ALLOWANCE

Employees shall be entitled to a meal allowance of \$7.50 after working ten (10) continuous hours and for each additional four (4) continuous hours thereafter.

ARTICLE XXXVII A

CLOTHING MAINTENANCE ALLOWANCE

1. The Clothing Maintenance Allowance shall be increased to \$325, effective 2003.

Clothing Maintenance Allowance shall be paid annually in the pay period encompassing the third (3rd) week of December.

2. The City shall provide winter jackets, or if the employee so chooses, winter vests in lieu of a winter jacket for all employees needing same, defined as employees who regularly work outdoors. The cost to the City of said jacket or vest shall not exceed \$50.00.

3. Uniforms and/or coverall shall be provided by the City for all employees as follows: three (3) shirts and three (3) pairs of pants, for all employees in Public Works, excluding Mechanics who will receive five shirts and five pairs of pants, and Public Works Repairers, Masons, Tree Workers and Solid Waste Workers who will receive one (1) pair of coveralls, four (4) shirts, and four (4) pairs of pants. Effective 2004 new employees shall be provided with two (2) coveralls and two (2) winter jackets which will be replaced as needed.

4. The Employer shall provide/purchase uniform t-shirts for employees to wear during the warmer weather. Additionally, during the warmer months, employees may alter the long sleeve shirt provided to them by the City to short sleeve shirts by neatly cutting and hemming the sleeves of the shirts. Each employee shall be supplied annually with four (4) t-shirts.

5. All employees are required to wear their work uniforms at all times during work time.

The Employer shall establish a disciplinary work rule to enforce the proper wearing of uniforms during work time.

ARTICLE XXXVIII

SAFETY MEASURES

1. It shall be a requirement that all employees wear safety work shoes as specified by the Employer, unless employees produce a statement from a medical doctor or other competent authority. The Employer shall purchase two pairs of said shoes annually for each employee as follows: one pair January - June, and the second pair July - December.

2. The Employer agrees that, at the discretion of the Superintendent of Public Works, trucks will be manned by two (2) employees when used in the operation of snow plowing.

3. The Employer and the Union also agree to establish a joint safety committee to review all worker's compensation claims and to make recommendations as to their future avoidance and to generally make recommendations as to job safety.

4. The City and Union also agree that any and all problems concerning safety, health, environment and working conditions, shall be reviewed periodically, and a check list be maintained with a follow-up and a follow-through of all problems.

Included on the check list will be the following items:

- a. All sluice gates must be motorized, instead of manually operated, for safety measures.
- b. Ventilation of the fluoride machine.
- c. Carbon and lime dust collector to be maintained more efficiently.
- d. Exhaust fan in the filter building in the upper level.
- e. Chasis lubrigun.
- f. Microwave oven in kitchen for all employees working around the clock.

ARTICLE XXXIX

FUNERAL LEAVE

1. The Employer agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family.
2. The employee's immediate family is considered to include: spouse, children, brother, sister, parents, step-parents, parents-in-law, brother-in-law, sister-in-law and grandparents and grandchildren of employee or spouse.
3. This provision also applies for any other relative which resides with the employee.
4. Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.
5. The Employer may require submission of proof of the death of the immediate family member.

ARTICLE XL

JURY DUTY

1. An employee, who is called to jury duty, shall immediately notify the Employer.
2. An employee, who is excused from jury duty service on any day, shall report for work on such day.
3. An employee shall not be required to report back for work on any day he is in attendance at court for jury duty service, regardless of the employee's shift.
4. The Employer agrees to pay the employee an amount, in addition to jury duty service fees, sufficient to guarantee no loss in wages on account of such absence from work.

ARTICLE XLI

MILITARY LEAVE

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

2. Upon return from military service leave, an employee shall resume all his former employment service credits, together with such improvements as he would have gained had he not entered military service, so that in no event will his employment service credit status be less than that provided by applicable government laws and regulations.

ARTICLE XLII

SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities for employees only, if possible.

ARTICLE XLIII

LIE DETECTOR TEST

The Employer shall not require that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE XLIV

COMPENSATION CLAIMS

1. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job claims when such claims are due and owing, as required by law. The Employer shall provide Workmen's Compensation protection for all employees, or the equivalent thereof if the injury arose out of or in the course of employment.

2. In the event that an employee is injured on the job, the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee, who is injured on the job and is sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift on that day. An employee, who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive Workers' Compensation benefits, limited to 70% of his/her weekly pay, in accordance with N.J.S.A. 34:15-12.

3. Workmen's Compensation doctor shall mean the doctor selected by the Employer.

4. The past practice of charging employees with sick leave for on-the-job injury until Worker's Compensation benefits commence, shall be discontinued, effective immediately upon execution of this agreement. In such cases of verified on the job injury, no sick leave shall be charged for said period of time.

ARTICLE XLIV A

CONTINUATION OF WAGES

1. Employees who receive Workers Compensation benefits for a job related injury or disability will be eligible to be paid by the City of Rahway the difference between compensation benefits received and eighty-five (85%) of their base salary for a maximum of one (1) year from the date of the employee's injury or disability. In other words, the City shall provide such individuals with eighty-five (85%) of their base salary, less Workers Compensation benefits.

2. The City may, in its sole discretion, as a condition of such payment, require an employee requesting utilization of benefits under this Article to be examined by a doctor of the City's choice. The City will pay for the cost of that doctor's visit. The results of any examination shall be provided to the employee and the Business Administrator.

3. This Article shall not be effected by a change of the City's health benefits carrier.

4. This Article is contingent upon passage of a municipal ordinance pursuant to N.J.S.A.

40A:9-7.

ARTICLE XLV

PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuse to go through or work behind any primary picket line, including the primary picket line of the Union's party to this agreement and including primary picket lines at the Employer's place of business.

ARTICLE XLVI

SEPARABILITY & SAVINGS CLAUSE

1. If any Article or Section of this Agreement, or of any supplements or riders, thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders, thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

3. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the state written notice, either party shall be permitted all legal recourse in support of its demands.

ARTICLE XLVII

LEGAL REFERENCE

1. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution or Administrative Code, upon any City official or in any way reduce or abridge such authority. This Agreement shall be construed as requiring City officials to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

2. Nothing contained, herein shall be construed to deny or restrict to any employees such rights as he may have under applicable law.

ARTICLE XLVIII

MAINTENANCE OR STANDARDS

Protection of Conditions: The Employer agrees that all conditions of employment relating to wages, salaries, hours of work and benefits shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions or improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE XLIX

MISCELLANEOUS

The City shall provide such employee with a booklet of rules and regulations of employment.

The Union agrees to review same prior to publication to check for compliance with the labor Agreement.

ARTICLE I

TERMINATION CLAUSE

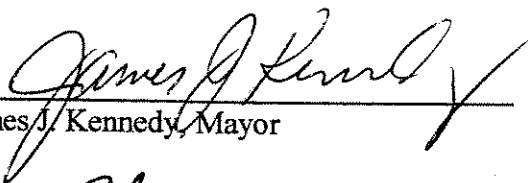
This Agreement shall be in full force and effect from the 1st day of July, 2003, up to and including the 30th day of June, 2007, and shall continue from year to year, thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other party, at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties, hereto, have set their hands and seals this

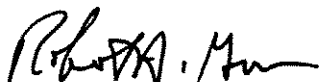
7th day of July, 2004.

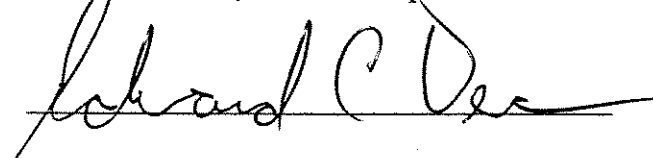
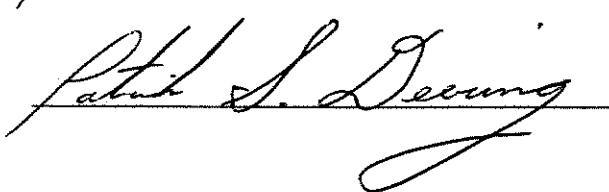
CITY OF RAHWAY

TEAMSTERS LOCAL UNION NO. 469


James J. Kennedy, Mayor


Peter Cannestro, Business Representative


Robert A. Gorman, Business Administrator

DATED: 7/7/04

DATED: July 7, 2004

SCHEDULE A

CLASSIFICATION AND RATES OF PAY
PUBLIC WORKS DEPARTMENT

1B - GENERAL FOREMAN/MOTOR POOL SUPERVISOR
STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Present salary	25.77	26.32	26.86	27.43
July 1, 2003	26.29	26.85	27.40	27.98
July 1, 2004	27.07	27.65	28.22	28.82
July 1, 2005	28.02	28.62	29.21	29.83
July 1, 2006	29.00	29.62	30.23	30.87

2B - SUPERVISORS/SR. MAINTENANCE REPAIRER/HVAC
STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Present salary	24.25	24.79	25.33	25.89
July 1, 2003	24.74	25.29	25.84	26.41
July 1, 2004	25.48	26.04	26.61	27.20
July 1, 2005	26.37	26.96	27.54	28.15
July 1, 2006	27.29	27.90	28.51	29.14

3B - ASSISTANT SUPERVISOR/SR. MECHANIC
STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Present salary	22.85	23.32	23.78	24.22
July 1, 2003	23.31	23.79	24.26	24.70
July 1, 2004	24.01	24.50	24.98	25.45
July 1, 2005	24.85	25.36	25.86	26.34
July 1, 2006	25.72	26.25	26.76	27.26

4B - MECHANICS/MASON
STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Present salary	21.35	21.74	22.12	22.51
July 1, 2003	21.78	22.17	22.56	22.96
July 1, 2004	22.43	22.84	23.24	23.65
July 1, 2005	23.22	23.64	24.05	24.48
July 1, 2006	24.03	24.47	24.89	25.33

5B - TREE CLIMBER/SR. P.W. REPAIRER
STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Present salary	20.53	20.94	21.35	21.71
July 1, 2003	20.94	21.36	21.78	22.14
July 1, 2004	21.57	22.00	22.43	22.81
July 1, 2005	22.32	22.77	23.22	23.61
July 1, 2006	23.11	23.57	24.03	24.43

6B - HEAVY EQUIP. OPER./P.W. REPAIRER/MAINT. REPAIRER/TREE TRIMMER
SUPERVISING GROUNDSKEEPER
STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Present salary	19.76	20.14	20.53	20.94
July 1, 2003	20.16	20.54	20.94	21.36
July 1, 2004	20.76	21.16	21.57	22.00
July 1, 2005	21.49	21.90	22.32	22.77
July 1, 2006	22.24	22.67	23.11	23.57

7B - TRAFFIC MAINT. SUPV./SR. PUMP STATION OPER/SR. BLDG. MAINT. WORKER
STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Present salary	18.79	19.18	19.59	19.96
July 1, 2003	19.17	19.56	19.98	20.36
July 1, 2004	19.74	20.15	20.58	20.97
July 1, 2005	20.43	20.86	21.30	21.70
July 1, 2006	21.15	21.59	22.05	22.46

**8B - TRUCK DRIVER/BLDG.MAINTENANCE WORKERS/PUMP STATION OPER.
TRAFFIC MAINTENANCE WORKER**

STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Present salary	17.84	18.22	18.63	19.02
July 1, 2003	18.20	18.58	19.00	19.40
July 1, 2004	18.74	19.14	19.57	19.98
July 1, 2005	19.40	19.81	20.26	20.68
July 1, 2006	20.08	20.51	20.97	21.41

9B - LABORER (D.O.H. Before 7/1/95)

STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Present salary	16.78	17.19	17.59	17.95
July 1, 2003	17.12	17.53	17.94	18.31
July 1, 2004	17.63	18.06	18.48	18.86
July 1, 2005	18.25	18.69	19.13	19.52
July 1, 2006	18.88	19.35	19.80	20.20

10B - LABORER (D.O.H. after 7/1/95)

STEPS

<u>EFFECTIVE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Present salary	10.37	13.62	14.32	15.07	15.88
July 1, 2003	10.58	13.89	14.61	15.37	16.20
July 1, 2004	10.89	14.31	15.04	15.83	16.68
July 1, 2005	11.28	14.81	15.57	16.39	17.27
July 1, 2006	11.67	15.33	16.12	16.96	17.87