

LINDEN MUNICIPAL GARAGE EMPLOYEES UNION

"L.M.G.E.U"

Secretary Treasurer

40 Elmwood Terrace

Linden, New Jersey 07036

certified to be a true and exact copy.

Val D. Labriaco

City Clerk, City of Linden, N. J.

Date: Dec. 16, 1987

* Jan. 1, 1987 - Dec. 31, 1988

AGREEMENT is entered into this *16th* day of *Dec.* 1987, by and between the CITY OF LINDEN, NEW JERSEY, hereinafter referred to as the "CITY" and LINDEN MUNICIPAL GARAGE EMPLOYEES UNION, hereinafter referred to as the "UNION". The effective date of this Agreement January 1, 1987.

WITNESSETH:

WHEREAS, the parties hereto have resolved their differences as raised in their negotiations, the CITY and the UNION agree as follows:

1. RECOGNITION

The CITY OF LINDEN recognizes LINDEN MUNICIPAL GARAGE EMPLOYEES UNION as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits, and other terms and conditions of employment.

2. SCOPE OF BARGAINING UNIT

- a. This Agreement covers the following employees of the Municipal Garage: Mechanic Fire Apparatus, Senior Mechanic, Mechanic, Mechanic Helper, Body and Fender Repairer, Welder, Laborer and Garage Attendant.
- b. Supervisors and other excluded personnel shall not be permitted to perform work normally performed by employees covered by this Agreement except for purposes of instruction or in case of emergency.
- c. The CITY agrees that it will not contract out or assign substitutes to any work if such work can be done by the employees in the bargaining unit within the time such work is required to

(3) Longevity pay for employees entitled thereto between the period of July 1st through December 31st shall commence on July 1st of the current year.

(4) Leaves of absence requested by an employee shall not be included in determining length of service.

(5) Longevity pay shall be considered as part of base wages, for the purpose of computing Overtime Pay, Holiday Pay, Vacation Pay, Sick Pay and Retirement. Entitlement of longevity is based on the employee's initial date of hire.

(6) Employees hired after January 1, 1975 will not be entitled to longevity pay. The longevity provisions contained herein will continue in full force and effect for all employees hired prior to January 1, 1975.

c. Any position not covered in Schedule "A" or any positions which may be established during the life of this Agreement shall be subject to rate of pay negotiations between the CITY and the UNION.

d. The CITY agrees to pay wages earned on a weekly basis which will include wages for overtime hours.

e. Employees will be paid by check.

f. Employees will be paid during working hours. When payday falls on a Holiday, then the preceding day will be pay day.

5. HOURS OF WORK

a. Each employee will be scheduled to work eight (8) hours per day Monday through Friday, forty (40) hours per week. The eight (8) hours of work per day will be performed at the Garage Superintendent's option between 8:00 AM and 5:00 PM.

b. In an emergency or periods of unusual heavy workloads, as determined by the Garage Superintendent, employees may be

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

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

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

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

f. In the event of any emergency, employees shall be required to work overtime in accordance with the established overtime rules.

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

8. HOLIDAYS

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

- | | |
|-----------------------|------------------------|
| New Years Day | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Lincoln's Birthday | Thanksgiving Day |
| Good Friday | General Election Day |
| Memorial Day | Christmas Day |
| Independence Day | *Two (2) Personal Days |
| Labor Day | Martin Luther King Day |

- c. In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.
- d. Vacations shall be selected by January 31 of each year and scheduled by the City no later than March 15 of the same year.
- e. Senior employees shall be given preference in the selection of vacation periods within their particular classification.
- f. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee on a minimum of ten (10) working days advance notice.
- g. New employees will receive six (6) working days vacation after completing six (6) months of credited service, and six (6) additional working days vacation after completing one (1) year of credited service.
- h. On January 1st following the first full year of employment, an employee will be entitled to twelve (12) working days vacation regardless of his date of hire, and will be eligible each January 1st thereafter to vacation entitlement in accordance with Paragraph a. hereof.
- i. Upon termination of employment for any reason other than disability or eligible paid retirement, and employee's vacation entitlement will be pro-rated in accordance with the employee's anniversary date of employment.
- j. All vacation entitlement will be taken during the year they are earned, except in the event of illness or injury to the employee or a departmental emergency.

10. FUNERAL LEAVE

- a. In the event of a death in an employee's immediate family, namely; spouse, children, brother, sisters, parents,

thereto, shall be granted all rights and privileges provided by the Act.

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

13. SICK LEAVE

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

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

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

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

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

d. An employee on sick leave five (5) or more consecutive days shall submit acceptable medical evidence substantiating the illness.

2. Major Medical
3. Dental Care
4. Vision Care
5. Prescription Drug

b. All employees shall receive Temporary Disability Benefits coverage under the New Jersey State Division of Unemployment and Disability Insurance Program.

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

c. The CITY will provide each employee with Workers Compensation Insurance.

16. GROUP INSURANCE AND PENSIONS.

a. Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System.

b. The CITY will make every effort to establish an improved H.M.O. Program. A seminar will be conducted by the City Clerk's Office at which various options will be available to employees.

17. UNIFORMS

a. Each employee shall be paid in lieu of work uniforms, two hundred fifty dollars (\$250.00) in 1987 and two hundred fifty dollars (\$250.00) in 1988. This payment is to be made no later than June 30.

b. Each employee shall be paid a fifty dollar (\$50.00) uniform maintenance allowance in 1987 and 1988.

18. SENIORITY

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

with copies to the Union Shop Steward.

20. PROMOTIONS, DEMOTIONS AND TRANSFERS

a. It is the intention of the CITY to fill job vacancies from within the bargaining unit whenever possible before hiring new employees.

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

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

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

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

21. LAY-OFFS AND RECALL

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

b. If the reduction of the work force becomes necessary, employees will be laid off in the order of least Municipal Garage seniority, provided essential jobs vacated by a layoff can be

23, PICKET LINES

a. 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 or refuses to go through or work behind any picket line where a labor dispute is directly related to this Agreement.

24. SAFETY AND PROTECTIVE CLOTHING

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

b. The CITY shall determine the replacement, which shall not be unreasonably withheld, of rain gear, safety shoes and leather and rubber gloves on a fair wear and tear basis. The issuance of leather and rubber gloves will be made on a selective need basis as determined by the CITY.

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

d. The CITY shall provide each employee and replace on a fair, wear and tear basis: safety glasses, safety hats, gloves, boots, rain gear, safety work shoes and other protective clothing or equipment necessary in the performance of their duties.

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

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

26. GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

STEP 2: The Steward will discuss the grievance with the

will not lock out its employees and the UNION agrees that it will not sanction a strike, slow downs, or work stoppage during the life of this Agreement.

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

27. SHOP STEWARDS

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

b. The authority of the shop steward and alternate so designated by the UNION shall be limited to, and shall not exceed the following duties and activities:

(1) The investigation and presentation of grievances.

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

c. The Shop Steward and alternate have no authority to take strike action or any other action interrupting the CITY'S business.

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

e. The Shop Steward or alternate shall obtain permission to leave his job assignment from his supervisor. The Supervisor shall give such Shop Steward or alternate an "Off-the-Job" slip, providing departmental operations are not unreasonably affected.

34. TERM OF AGREEMENT

a. This Agreement shall be effective from January 1, 1987 to December 31, 1988 inclusive and thereafter until terminated or amended by either party giving the other party sixty (60) days prior written notice of its intent to terminate or amend. The party giving such notice shall submit in writing any proposed amendments it desires.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

L.M.G.E. UNION

CITY OF LINDEN, NEW JERSEY

BY *John D. Smith*
PRESIDENT

BY *Paul W. Weinstein*
MAYOR

BY *Garrett S. Rehmiller*
VICE PRESIDENT

BY *W.D. Sironico*
CITY CLERK

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

CLASSIFICATION AND WAGES

SCHEDULE "A"

1. Employees in a particular classification who does not receive the maximum rate of pay for the classification to which he is assigned shall be eligible to receive the next higher increment rate at the end of each twelve month period of employment until the employee receives the maximum rate of pay for his classification. Whenever a General Increase is granted, such General Increase in wages shall be in addition to any increment entitlement.

2. The attached pay schedule represents an increase in pay to all employees of 4½% effective January 1, 1987 and 4% effective January 1, 1988.

In addition the attached pay schedule reflects an additional fifty-five cents (55¢) per hour increase to the third year step of the Mechanic Fire Apparatus classification.

Each increase in wages will be calculated on an employee's base hourly rate of pay in effect on December 31st of the previous year.

1987 CLASSIFICATION & WAGES BASED ON 4½% INCREASE

	<u>START</u>	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>
Mechanic Fire Apparatus	12.02	12.91	13.80	14.94
Senior Mechanic	12.68	12.75	12.84	12.94
Mechanic	11.25	11.62	12.01	12.36
Welder	11.25	11.62	12.01	12.36
Body & Fender Repairer	11.25	11.62	12.01	12.36
Mechanic Helper	10.13	10.49	10.84	11.17
Laborer	9.52	9.91	10.27	10.63
Garage Attendent	9.14	9.46	9.78	10.12

1988 CLASSIFICATION & WAGES BASED ON 4% INCREASE

	<u>START</u>	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>
Mechanic Fire Apparatus	12.50	13.43	14.35	15.52
Senior Mechanic	13.19	13.26	13.35	13.46
Mechanic	11.70	12.08	12.49	12.85
Welder	11.70	12.08	12.49	12.85
Body & Fender Repairer	11.70	12.08	12.49	12.85
Mechanic Helper	10.54	10.91	11.27	11.62
Laborer	9.90	10.31	10.68	11.06
Garage Attendant	9.51	9.84	10.17	10.52