

74-77
Amendment to Agreement

This is an amendment, entered into this _____ day of

_____, 1976, to an agreement dated June 1st, 1974, by and between Local Union No. 866 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", and the City of Rahway, New Jersey, hereinafter referred to as the "Employer".

The effective date of this amendment is January 1st, 1976.

The Employer and the Union hereby agree as follows:

- 1 - The agreement dated June 1st, 1974 is hereby ^{RENEWED ✓} extended in all its provisions and definitions except as otherwise agreed herein, until December 31st, 1977.
- 2 - For 1976, there will be a general pay increase of 4%. Should the cost of living in 1975 have exceeded the cost of living in 1974 by more than 8.5%, then the general increase will be further increased in increments of .5% for every full .5% by which said cost of living increase exceeds 8.5%.
- 3 - The Employer agrees to convert all employees to an hourly rate of pay as soon as possible. The hourly rate is to be computed by adding the general increase to the 1975 annual salaries and dividing by 2088.
- 4 - For 1977, there will be a general pay increase of 6%. Should the cost of living in 1976 have exceeded the cost of living in 1975 by more than 6%, then the general increase will be further increased in increments of .5% for every full .5% by which said cost of living increase exceeds 6%, provided, however, that under no circumstances will the general increase for 1977 exceed 10%.
- 5 - The pay day is actually Friday; however, the Employer agrees to make every effort to have pay checks available on Thursdays. For 1977 the Employer agrees to pay on a weekly basis.

- 6 - The Union agrees that the Employer may, at its discretion, put employees on shift work for any of the duties of the Water Division, and for any duties related to the operation or functioning of the City sewer system. Prior to the establishment of any shift, the Employer agrees to have a conference with the Union for the purpose of hearing the Union's suggestions regarding the manning of shifts. The provisions of Article 25D of the agreement dated June 1st, 1974 shall apply to all employees, except that shift differential pay shall be 30¢ per hour for the first night shift and 50¢ per hour for the second night shift.
- 7 - Reference is hereby made to a contract by and between the City of Rahway, New Jersey and James Petrozello Company, Inc. dated November 28th, 1975. The Employer hereby agrees that for as long as Article 26C of that contract shall be in force, there will be no layoff of employees in the Public Works Division for lack of work.
- 8 - The Employer agrees that, at the discretion of the Superintendent of Public Works, trucks will be manned by two employees when used in the operation of plowing snow.
- 9 - The day after Thanksgiving shall be considered a holiday.
- 10 - The Employer may put on call any employee holding one of the following titles or, potentially, any amended versions of the following titles: Water Foreman, Water Treatment Plant Supervisor, Assistant Water Foreman, Chief Water Treatment Plant Operator, Chemist, and Laboratory Technician. Being on call is defined as being restricted from traveling more than a prescribed (by the Employer) distance from the work site after work hours, 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 as described herein may refuse being

put on call. Employees as described herein shall receive additional compensation, not to be considered part of the hourly wage but rather as a stipend for being on call, in the amount of \$1400 annually for being on call up to and including 190 days per year and \$200 for each 27 days or part thereof above and beyond 190 days. For 1976, said stipend shall be pro-rated based on the date of execution of this amendment.

Agreed:

For the Employees:

Ernest P. Platte
Sec. Treas, NVF 66, I.B.T.
Bob Harr
(Shop Steward)
Michael M. Rowan

For the Employer:

Daniel J. Martin
Mayor
[Signature]
City Clerk

Resolution of the City of Rahway, N. J.

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No. AR-17-76

Date of Adoption.....

TITLE

RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT AMENDMENT WITH TEAMSTERS LOCAL #866 (PUBLIC WORKS)

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

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Corporation Counsel

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Title

Councilman.....Presents the following Resolution:

WHEREAS, through fair and lawful collective bargaining the City and Teamsters Local #866 have arrived at an agreement;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the attached amendment to the existing applicable labor agreement, subject to law and the availability of funds.

ADOPTED *at a meeting held July 9, 1976*
CERTIFIED TRUE COPY
[Signature]
City Clerk