

**AGREEMENT
BETWEEN
CITY OF LINDEN
AND**

**LINDEN PUBLIC EMPLOYEE SERVICE UNION-CLERICAL, LOCAL 702
(HEREINAFTER REFERRED TO AS "LOCAL 702")**

(CLERICAL WORKERS)

JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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This Agreement is made effective the _____ day of _____, 2005 between the City of Linden (hereinafter referred to as "City"), a Municipal Corporation, situated in the County of Union, and State of New Jersey, and Linden Public Employee Service Union-Clerical, Local 702 (hereinafter referred to as "Local 702"), represents the complete and final understanding of all bargainable issues between the City and the Union.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Union as the exclusive representative within the meaning of N.J.S.A. 34: 13A-1.1, et seq., as amended, for all full-time employees and permanent part-time employees who work twenty (20) or more hours per week in the bargaining unit in the titles listed in Appendix A.

B. The term "employee" as used herein shall be defined to include the plural as well as the singular and to include females as well as males.

ARTICLE II

MANAGEMENT RIGHTS

A. The City shall retain and reserve, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

- 1.** The executive management and administrative control of the City Government

and its properties and facilities and activities of its employees by deploying personnel, methods and means of the most efficient and appropriate manner, and from time to time, to be determined by the City, to subcontract work performed by employees covered by this Agreement.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be solely in charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Union and to require compliance by the employees.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.
6. To lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or for other legitimate reason(s).
7. The City reserves the right with regard to all other conditions of employment,

specifically not reserved, to make changes as are necessary or desirable for the efficient and effective operation of the City.

B. In the exercise of the foregoing rights, responsibilities, duties, authority and powers of the City, the adoption of policies, practices, rules and regulations and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms conform with the laws and Constitution of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE III

NON-DISCRIMINATION

A. The City and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered by this Agreement who are not members of the Union.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Union.

B. Definition

The term "grievance" as used herein means the interpretation, application or violation of this Agreement and may be raised by an individual, the Union or on behalf of an individual or individuals, or the City. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder, shall be pursuant to the grievance and arbitration procedure.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

An aggrieved employee or employees of the City shall institute action in writing under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the

matter informally. Failure to file a grievance within ten (10) calendar days shall constitute an abandonment of the grievance. The supervisor shall render a decision within ten (10) calendar days after the receipt of the grievance, or at such other time as is mutually agreed.

Step Two

If the grievance is not settled at Step One, the grievant may make a request for a second step meeting within ten (10) calendar days after the answer at the Step One, to the Department Head. Failure to act within ten (10) calendar days shall constitute an abandonment of the grievance. The Department Head or designee, shall convene a meeting within ten (10) calendar days from the date of the request, or for such other time as is mutually agreed. The second step meeting shall be between the Department Head and the Union representative, if requested by the grievant. The Department Head's answer to the second step shall be delivered to the Union within ten (10) calendar days after the meeting, or at such other time as is mutually agreed.

Step Three

If the grievance is not settled at Steps One and Two, and the grievance involves discipline of more than three (3) days, the matter may proceed to arbitration as set forth below. Disciplinary matters of three (3) days or less may be grieved through Step Two. Other grievances (other than those noted above) involving interpretation, application or violation of this Agreement may proceed to arbitration as noted below. The Union on behalf of an employee or group of employees may file a demand for

arbitration with the Public Employment Relations Commission within fifteen (15) days after receipt of the Department Head's answer at Step Two.

- (1) The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.
- (2) The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.
- (3) The arbitrator shall not add to, subtract from, modify or amend this Agreement in any way.
- (4) Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
- (5) The cost of the arbitrator will be borne equally by the Union and the City and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

ARTICLE V

WAGES

A. Employees covered by this Agreement will receive the following wage increases:

Effective January 1, 2005, a wage increase of four-percent (4%) shall be given to all eligible employees. Effective January 1, 2006, a wage increase of four-percent (4%) shall be given to all eligible employees. Effective January 1, 2007, a wage increase of four-percent (4%) shall be given to all eligible employees. Effective January 1, 2008, a wage increase of four-percent (4%) shall be given to all eligible employees.

B. The aforementioned wage increases shall not exceed the maximum set forth in Appendix A.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. The work week shall consist of five (5) consecutive days, Monday through Friday inclusive. The work “day” shall be seven (7) hours exclusive of lunch.

B. Overtime shall be defined as all time worked in excess of thirty-five (35) hours per week and shall be paid for in cash or compensatory time at time and one half (1½).

C. No overtime shall be worked unless first authorized by the supervisor in charge.

D. All employees may be required to work a reasonable amount of overtime.

E. Compensatory Time

1. Overtime may, upon request of the Employee and approval of the Department Head, be paid in compensatory time at the rate of time and one half (1½). Such time shall be utilized in the calendar year in which it is earned.

2. Upon written request to the Department Head, and subject to the approval of the City Council, compensatory time may be carried forward to February of the year following the year in which it is earned up to a maximum of two (2) weeks.

3. Any compensatory time earned on or after December 1 may be carried over to the following year provided that a written request to do so is made to the City Council through the Department Head.

4. Requests for the use of compensatory time will be considered in the order in which

they are received.

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

A. Holidays

1. The following holidays will be recognized:

- New Year's Day
- Martin Luther King Day (3rd Monday in January)
- Lincoln's Birthday
- Presidential Birthday (3rd Monday in February)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election
- Veterans Day
- Thanksgiving Day
- * Day after Thanksgiving
- Christmas Day

(*Employees who work this skeleton day will have the following Monday as the holiday.)

2. December 24 and December 31 - When both these dates occur on a weekday, it will constitute a one-half (½) day of work for employees and City Hall will remain open until 1:00 p.m.

3. December 25 and January 1 - When both these dates occur on a Saturday, City Hall will be closed on the preceding Friday, that is on Christmas Eve day and New Year's Eve day.

4. If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a

holiday falls on a Sunday, it shall be observed on the following Monday. The Monday Holiday Law will be observed for all holidays so designated.

5. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the City under such circumstances as approved vacation time, sick time or personal time. Employees absent from work immediately preceding or immediately following the holiday may be required to furnish a medical certificate for such absence.

6. In the event that a holiday recognized by this article is observed during an employee's vacation, the employee shall be entitled to an additional vacation day. In the event that a holiday recognized by this article is observed while an employee is on an extended paid sick leave, the employee shall not have that holiday charged against his sick leave.

7. Seasonal, temporary or permanent part-time employees are not entitled to paid holidays.

B. Personal Days

1. Full-time employees covered under this Agreement hired prior to January 1, 1995 will be eligible for three (3) personal days annually.

2. Full-time employees covered under this Agreement hired on or after January 1, 1996 will be eligible for personal days as follows:

After four (4) months of active employment:	1 personal day
After eight (8) months of active employment:	2 personal days
After eleven (11) months of active employment:	3 personal days

3. Request for a personal day off must be made at least three (3) days in advance and

will be granted provided the City operations so permit.

ARTICLE VIII

VACATION

A. Permanent full-time salaried employees will receive vacation with pay.

1. Employees hired prior to January 1, 1999

Continuous Service

Vacation

First Year	One working day per month up to December 31
Two-Five Years	Twelve working days
Six-Ten Years	Fifteen working days
Eleven-Twenty Years	Twenty working days
Twenty-One Years and Over	Twenty-Five working days

2. Employees hired on or after January 1, 1999

Continuous Service

Vacation

First Year	5/6 of one working day each month
Two-Five Years	Ten working days
Six-Ten Years	Thirteen working days
Eleven-Twenty Years	Eighteen working days
Twenty-One Years and Over	Twenty-three working days

B. All vacation schedules must be submitted by department heads for themselves and the employees to the Personnel Committee no later than March 1.

C. All vacations shall be taken during the current year and vacation time shall not be permitted to be accrued. Vacation time will be granted at the discretion of the Department

Head. Any unused vacation may be carried into the succeeding year only upon a written request prior to year end, and with the approval of the Department Head and Personnel Committee.

D. Any employee retiring during any year shall be entitled to pro-rated vacation benefits for the retirement year. The vacation benefit shall be utilized in the retirement year and no cash payment will be made.

E. Permanent part-time employees who are employed on a daily basis shall be eligible for vacation benefits on a prorated basis in accordance with their respective period of employment. Full-time seasonal, temporary or other part-time employees shall not be eligible for vacation benefits.

F. Earned vacations for less than one(1) year of service shall be granted during the first (1st) full calendar year of employment.

G. During the second (2nd) full calendar year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned schedule.

H. After the first (1st) full calendar year of employment, the amount of vacation shall be determined by the anniversary date of employment. Such vacation shall be granted during the calendar year of said anniversary date.

I. If any employee leaves the Department by choice or is terminated for reasons other than retirement or layoff, earned vacation reimbursement will be determined by the employee's anniversary date of employment.

ARTICLE IX

SICK LEAVE

A. Sick leave is hereby defined to mean absence of an employee through sickness or injury through a degree that makes it impossible for the employee to perform the duties of the position, or who is quarantined by a physician because said employee has been exposed to a contagious disease. Permanent part-time employees shall be eligible for sick benefits on a pro-rata basis in accordance with their respective period of employment. Part-time employees and full-time seasonal employees are not eligible for sick leave.

B. Employees in their first calendar year of employment shall be entitled to one (1) day of sick leave for each month of service. All employees with more than one (1) calendar year of service shall be eligible for fifteen (15) sick days per year to be earned and accumulated at the rate of one and one-fourth (1¼) days per month.

C. Accumulated sick leave shall be used by an employee for personal illness, quarantine restrictions, pregnancy or disabling injuries and may be used for attendance upon a member of the immediate family at the discretion of the Department Head and concurrence of Council. Request to be made in writing. For the purpose of this paragraph, "immediate family" means a spouse, child, parent or unmarried brother or sister or any other relative living under the same roof.

D. An employee who has been absent on sick leave for three (3) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly

periods from the attending physician and/or a City medical physician.

F. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

G. Long-term disability-In the case of a long-term personal illness, all accrued sick leave, holidays and personal leave can be taken. The employee may then apply for Temporary Disability payments.

H. Sell back sick leave - Effective January 1, 2005, any employee who has accumulated ninety (90) days of earned sick leave has the option of selling back sick time to the City of Linden on an annual basis, based upon the following schedule:

<u>Sick Days</u>	<u>Bank</u>	<u>Cash</u>
0	10	5
1	10	4
2	10	3

Sick leave shall be sold at the employee's prevailing salary at the time of the sell back.

ARTICLE X

FUNERAL LEAVE

A. In the event of a death in an employee's immediate family, namely: spouse,

children, brother, sister, parents, parents-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, of the employee or spouse, the employee shall suffer no loss of regular straight-time pay for the time lost through the day of the funeral not to exceed three (3) consecutive work days (one of which will be the day of death or day of funeral) to attend to arrangements, services, or funeral. This three (3) days funeral leave provision also applies in the event of a death of any other relative if such relative resides with the employee.

B. Upon the request by the employee, consideration shall be given to extend funeral leave after the day of the funeral to the maximum of three (3) work days with pay as noted above or to a maximum of seven (7) calendar days with no funeral leave pay for the days beyond three (3) work days. With the prior approval of the Department Head, vacation or other time on the books may be used for funeral leave for the days beyond the three (3) work days.

C. In the event of a death of the employee's aunt or uncle, the employee shall suffer no loss of regular straight-time pay for one (1) day to attend the funeral. In no event, however, shall the employee be paid for more than two (2) such days in any calendar year.

D. The City may request submission of proof of death, which may be evidenced by a public newspaper obituary notice. Failure to produce such evidence upon request may result in the forfeiture of funeral leave benefits and/or loss of pay.

ARTICLE XI

HEALTH INSURANCE

A. The City shall provide each employee, covered by this Agreement prior to March 1, 2005, at the City's own cost and expense the following Health Care Insurance with dependent coverage:

1. Health Insurance
2. Major Medical
3. Dental Care
4. Vision Care
5. Prescription Plan

B. Effective January 1, 2005, all new employees hired after March 1, 2005, shall enroll in the Managed Health Program, as implemented by the City of Linden.

C. The City shall provide all employees and their eligible dependents with dental care plan, vision care plan and prescription drug plans. The entire cost of premiums to these benefit plans will be paid by the City. The prescription co-payment shall be as follows:

1. Effective January 1, 2005, prescription drug co-pays shall be \$10.00 for generic drugs and \$20.00 for brand name drugs.

D. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount of not less than \$15,000.00 and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

E. The City reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.

F. Waiving Health Insurance Coverage

Employees who receive health care benefits as a dependent of their spouse, may waive the City's health insurance coverage and will be entitled to an annual cash payment in accordance with the provisions of the section noted below:

1. The annual cash payment will be \$2,000.00 payable on or about December 20 of each year that the employee has waived the City's health insurance coverage. In the event that the employee has not been employed for a full calendar year, the aforementioned \$2,000.00 payment will be prorated.
2. The waiving of health insurance coverage is solely at the employee's option.
3. The employee will notify in writing the finance office on a form to be provided by the City no later than December 20 of the year preceding the year for which the employee is waiving health insurance coverage.
4. Proof of other health insurance coverage as noted above must be included with the form waiving the health insurance coverage of the City.
5. In the event an employee requests a return to the City Health Plan prior to receiving the compensation noted in Section E-1, the employee will not be entitled to any payments whatsoever.
6. An employee who requests a return to the City's Health Insurance Plan will be eligible for coverage in accordance with the existing rules and regulations of such coverage.
7. In the event an employee seeking to return to the City Health Plan is not eligible for immediate coverage under such plan, the City will pay for COBRA coverage at a cost not to exceed the cost of premiums being paid for by the employer

under the City Health Plan.

ARTICLE XII

SENIORITY

A. Seniority is defined as the employees total length of continuous service with the City, beginning with his last date of hire.

B. Seniority is the employees total length of continuous service with the City, beginning with his last date of hire. In the event an employee leaves the employ of the City and returns:

(a) in good standing

(b) within one (1) year

(c) and is employed by the City for not less than ninety (90) days

C. Seniority is defined in this Agreement shall be utilized for the purpose of selection of vacations and in making lay-offs and recalls providing the employee has the ability to do the work.

ARTICLE XIII

LEAVE OF ABSENCE

A. Unpaid Leave

1. Leave of absence shall not be granted unless written request is made to the City Council explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action. Any employee absent for five (5) consecutive days without notice and approval by his superior, or who fails to report for duty within five

(5) business days after the expiration of any approved leave shall be held to have resigned.

2. If an employee leaves the employer of the City for personal reasons and is subsequently re-employed, within one (1) year, the employee, upon completion of ninety (90) days of employment will be granted full seniority rights towards vacation and shall be credited with the total accrued sick leave at the termination of his/her previous employment.

B. Maternity Leave

1. All permanent full-time and permanent part-time employees are entitled to maternity leave, which may be granted for a period of up to six months, provided that the request for such leave is made to the Department Head.

2. A pregnant employee may continue working as long as she is able to perform the duties of her position. The Department Head may require the employee to have a written statement from her physician in cases of concern for her safety.

3. Maternity leave, when granted, shall be without pay, or employee may use accumulated sick time.

4. When an employee states in writing her intentions of returning to work, the Appointing Authority assumes an obligation to reinstate the employee to the same position or to one of equal status and pay.

5. If an employee returns after extended (one year) or more maternity leave, said employee will be entitled to full benefits with full seniority rights, ninety (90) days after their return date.

C. Military Leave

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted leave for such training as is authorized by law. This paid leave of absence shall be in addition to his vacation up to a maximum of fifteen (15) work days per year.

2. When an employee, not on probation, has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from military service, and provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

ARTICLE XIV

JURY DUTY

A. Upon receipt of a Notice to serve on Jury Duty, it is incumbent on the employee to immediately inform his Department Head. Further, any employee called to Jury Duty shall be granted leave for the length of time required. In addition, if the Jury Duty service is concluded by 12 noon, the employee shall report for work for the balance of the day.

B. Any monetary compensation less travel expenses for Jury Duty must be returned to the City Treasurer. Evidence of jury service (time served) must be given to his/her Department Head.

ARTICLE XV

ACCUMULATED SICK LEAVE ON DEATH OR RETIREMENT

Payment for accrued sick leave will be made only upon retirement or death. Employees will be granted one (1) day of base pay for every three (3) days accumulated sick leave upon retirement, or to the beneficiary, upon death, not to exceed a maximum of nineteen-thousand dollars (\$19,000.00).

ARTICLE XVI

AGENCY SHOP AND DUES CHECK-OFF

A. Representation Fee

The City agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the City.

B. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to

engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the City.

C. Challenging Assessment Procedure

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the City pending final resolution of the challenge.

D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

E. Payment of Fee

The City shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

F. Union Responsibility

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

G. Miscellaneous

1. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon fair share information furnished by the Union or its representatives.

2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

H. Dues Check-Off

1. The employer agrees to deduct the Union dues, in an amount certified by the Union, in twenty-six (26) equal payments from all employees who execute a written authorization in accordance with N.J.S.A. 52:14-15, 9e, the deduction shall be made each pay period. The total of such deduction, together with the form supplied by the Union, including the name of the employees from whom dues have been deducted, shall be remitted to the Secretary-Treasurer, Local 32 2013 Morris Avenue, Union, N.J. 07083 by the fifteenth (15th) of each month following such deductions. Dues deductions for any employees in the bargaining unit shall be limited to the Union, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 next succeeding the date on which notice of withdrawal is filed.

2. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards as furnished

by the Union to the City or in reliance upon the official notification on the letterhead of the Union signed by the President of the Union advising of such changed deduction.

ARTICLE XVII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the City's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the City, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage or other activity aforementioned,

it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the City to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Union or its members.

ARTICLE XVIII

MISCELLANEOUS

A. Shop Stewards

There will be six (6) recognized Union Shop Stewards. The Union will furnish the City with the names of the Shop Stewards within fifteen (15) days of the signing of this Agreement and will thereafter notify the City promptly of any changes.

B. Bulletin Boards

Space on Bulletin Boards will be available for Union business notices at the following locations:

1. City Hall
2. Recreation Centers (Community Center Building and John T. Gregorio Center)
3. Municipal Garage

C. Job Openings

Job openings or newly created jobs will be posted in appropriate locations in the City.

ARTICLE XIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative; however, all other provisions shall not be affected and shall remain in full force and effect.

ARTICLE XX

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2008.

This Agreement shall continue in full force and effect from year to year after 2004, until one party or another gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Linden on this ____ day of _____ 2005.

**Linden Public Employee Service Union
Clerical, Local 702**

City of Linden

Mayor

Attest:

Val Imbriaco, City Clerk

APPENDIX A

CLERICAL SALARY SCHEDULE 2005 - 2008

Employees not at the maximum salary are eligible for a \$1,000.00 increment on either January 1 or July 1. The following establishes whether an employee is on the January or July Progression:

An employee whose hire date, or date of promotion, (whichever is most recent) is between January 1st and June 30th shall be eligible for an increment on January 1st of the following year until the established maximum rate of pay is reached.

An employee whose hire date, or date of promotion, (whichever is most recent) is between July 1st and December 31st shall be eligible for an increment on July 1st of the following year until the established maximum rate of pay is reached.

<u>GRADE</u>	<u>TITLE</u>	<u>YEAR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
1	Clerk Typist	2005	\$27,343	\$39,177
	Parking Enforcement Officer	2006	\$28,437	\$40,744
	Tax Clerk	2007	\$29,574	\$42,374
		2008	\$30,757	\$44,069
2	Employee Benefits Clerk	2005	\$31,121	\$43,093
	Payroll Clerk	2006	\$32,366	\$44,817
	Principal Clerk Typist	2007	\$33,661	\$46,610
	Senior Assessing Clerk	2008	\$35,007	\$48,474
	Senior Clerk			
	Principal Assessing Clerk			
3	Principal Clerk	2005	\$34,389	\$47,406
	Senior Account Clerk	2006	\$35,765	\$49,302
	Senior Account Clerk Stenography	2007	\$37,196	\$51,274
	Senior Employee Benefits Clerk	2008	\$38,684	\$53,325
	Senior Payroll Clerk			
4	Principal Account Clerk Typing	2005	\$37,193	\$52,159
	Principal Clerk Stenographer	2006	\$39,721	\$54,245
	Principal Employee Benefits Clerk	2007	\$41,310	\$56,415
	Principal Payroll Clerk	2008	\$42,962	\$58,672
5	Principal Account Clerk	2005	\$43,158	\$57,358
		2006	\$44,884	\$59,652
		2007	\$46,679	\$62,038
		2008	\$48,546	\$64,520