

AGREEMENT

BETWEEN

CITY OF LINDEN

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO, LOCAL 32
(PUBLIC WORKS UNIT)**

JANUARY 1, 2005 TO DECEMBER 31, 2008

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PREAMBLE

This Agreement is made effective the first day of January, 2005, between the City Of Linden, New Jersey, (hereinafter referred to as the "CITY"), a Municipal Corporation, situated in the County of Union, and the State of New Jersey, and Office and Professional Employees International Union, AFL-CIO, Local 32 (Public Works Unit), (hereinafter referred to as the "UNION"), 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 Schedule A excluding supervisors, managerial executives, professional employee, confidential employees, supervisors within the meaning of the Act, clerical employees, craft employees, police and fire employees and all other employees of the City.

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 cases of emergency.

C. 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.

D. 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 be completed. The City will, however, contract for snow removal, flood control, specialty work that cannot be performed by reason of employee skills or proper equipment, and for reasons of efficiency or economy.

E. The City shall not employ any contractor(s) except emergency and specialty work while employee(s) are on lay-off, nor shall employee(s) be laid off if any contractor(s) are performing work associated to the bargaining unit, so long as the laid off employee(s) are qualified to perform this work.

ARTICLE II

MANAGEMENT RIGHTS

A. The City retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities vested in it prior to the signing of this Agreement including the executive management and administrative control of the City Government, the methods and means of the most efficient and appropriate manner to deploy personnel, as may be determined by the City and to subcontract work performed by employees covered by this Agreement 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.
- 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 City 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 (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 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 (PERC) within fifteen (15) days after receipt of the Department Head's answer to 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.

- D. In the event the aggrieved appeals his grievance to the Department of Personnel, the matter shall be withdrawn from the grievance and/or arbitration procedure and said procedure can no longer be utilized to adjust the grievance.
- E. Upon request in writing, either party may grant an extension of time to respond to any step in the grievance procedure.

ARTICLE V

RATES OF PAY AND LONGEVITY

A. Rates of Pay.

Each employee shall be paid not less than the rate for his classification for all time spent in the service of the City in accordance with the table of job classifications and rates of pay in Schedule A.

B. Longevity.

For each completed five (5) years of employment, the City will pay an amount equal to two (2%) percent of annual base pay, but not to exceed ten (10%) percent or one thousand two hundred (\$1,200.00) dollars per year.

1. Total longevity shall be calculated by multiplying an employee's annual salary as of the preceding December 31st by the total entitlement percentage.
2. Longevity pay for employees entitled thereto between the period of January 1st through June 30th shall commence on January 1st of the current year.
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 to full force for all employees hired prior to January 1, 1975.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. Hours

1. Each employee will be scheduled to work a minimum eight (8) hour day, forty (40) hour week.

2. Employees assigned to the Sanitation Department, Tree Trimming Department and Automatic Street Sweepers, and three (3) Automotive Mechanics, no particular grade, and one (1) tire man, will work from 7:00 am to 3:30 pm Monday through Friday.

3. Employees assigned to Parks, Roads and Sewer Departments, City Landfill, Automotive Mechanics and Repair Group, Heavy Equipment and all Garage Helpers will work from 7:00 am to 3:30 pm Monday through Friday.

4. The City may adjust the starting and ending times noted above by up to ninety (90) minutes during the months of May, June, July, August and September after giving fifteen (15) calendar days notice in writing to the Union.

B. Assignments

1. The City may assign two (2) employees in the Sewer Department to work 4:00 pm to 12:00 midnight, Monday through Friday. Such assignment will be filled first by volunteers and secondly by rotation every four (4) weeks.

2. The City may assign two (2) laborers to work 4:00 pm to 12:00 midnight; one to work Monday through Friday, the second Saturday through Wednesday.

3. The City may also assign two (2) laborers to work 11:00 pm to 7:00 am Monday through Friday for the purpose of sweeping streets in the business district of the municipality.

4. While assigned to the 4:00 pm to 12:00 midnight and 11:00 pm to 7:00 am work shifts described in subparagraphs 1,2 and 3 above, employees shall receive thirty (30) cents per hour for each hour worked in addition to their regular hourly rate of pay.

5. In the event of an emergency or periods of abnormal workloads, the City may assign no more than five (5) day employees working the 7:00 am - 3:30 pm or 8:00 am - 4:30 pm shifts to either 4:00 pm to 12:00 midnight or the 12:00 midnight to 8:00 am shift, Monday through Friday. No employee shall be assigned to either shift for a period of more than four (4) consecutive months, nor more than twice in one (1) calendar year. Qualified volunteers, followed by least classification seniority employees will be the order of assignment.

6. The City will not require an employee to take time off to compensate for time worked in excess of eight (8) hours each work day or forty (40) hours in a work week.

7. The City may adjust the starting and ending times noted above by up to ninety (90) minutes during the months of May, June, July, August and September after giving fifteen (15) calendar days notice in writing to the Union.

C. Lunch Periods, Overtime Lunches and Coffee Breaks

1. All employees working between the hours of 7:00 am and 3:30 pm will be granted an unpaid one-half (½) hour lunch period between 11:00 am and 1:00pm.

2. Employees working 4:00 pm to 12:00 midnight or 11:00 pm to 7:00 am will be entitled to a paid lunch period during each eight (8) hour shift as their individual work schedule may permit.

3. The City will allow a one-half (½) hour paid lunch period to any employee working in excess of ten (10) consecutive hours and an additional one-half (½) hour paid lunch period after

each subsequent six (6) hour work period.

4. For each overtime paid lunch period an employee shall receive a meal allowance of six dollars (\$6.00).

5. The City will allow a paid fifteen (15) minute coffee break once during each four (4) hour work period of a regularly scheduled eight (8) hour work day.

D. Overtime and Premium Pay

1. One and one-half (1 ½) times the straight time rate of pay shall be paid for all work performed:

- a. In excess of eight (8) hours in any twenty-four (24) hour work period.
- b. Prior to start time provided such time is contiguous to the workday.
- c. After quitting time provided such time is contiguous to the workday.
- d. On the first scheduled day of rest.

e. Whenever an employee is called back to work after completion of his regular shift and after leaving work. If the call back is not contiguous to the employee's regular shift, the employee will be paid a minimum of two (2) hours pay for such work.

2. One and one-half (1 ½) times the straight time hourly rate of pay shall be paid for scheduled work performed on a holiday in addition to holiday pay.

3. 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.

4. 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.

5. Overtime either worked or refused by an individual employee shall be posted on the City's bulletin board on a weekly basis. An employee will be charged with having worked

overtime if he cannot be reached by the telephone. The City will in such cases note the time the telephone call was placed.

6. In the event of an emergency employees shall be required to work overtime in accordance with the established overtime rules.

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

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

A. Holidays

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

2. Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the Holiday and paid accordingly. Should any of the listed holidays fall on a Sunday, the following Monday shall be considered the holiday and paid accordingly.

3. The City may deny an employee holiday pay if he is absent from work without authorization either the work day immediately preceding or following a holiday. In cases of illness the City may require a doctor's certificate.

4. One and one-half (1 ½) times the straight time hourly rate of pay shall be paid for scheduled work performed on a holiday in addition to holiday pay.

5. Two (2) times the straight time hourly rate of pay shall be paid for work performed under emergency conditions (excluding scheduled work) performed on Thanksgiving day and Christmas day, in addition to holiday pay.

B. Personal Days

1. Full-time employees covered under this Agreement hired prior to January 1, 1995 will be eligible for two (2) personal days annually.

2. Full-time employees covered on this Agreement hired on or after January 1, 1995 will be eligible for personal days as follows:

After six (6) months of active employment - 1 personal day

After eleven (11) months of active employment - 2 personal days

3. Request for a personal day off must be made at least three (3) days in advance and will be granted provided City operations so permit.

4. All personal days must be taken before the end of the calendar year.

5. No payments will be made in lieu of unused personal days.

ARTICLE VIII

VACATION

A. Vacation entitlement shall be based upon the following schedules:

1. Employees hired prior to January 1, 1999:

<u>PERIOD OF EMPLOYMENT</u>	<u>VACATION ENTITLEMENT</u>
0-1 YEAR	One (1) working day each month
2 years through 5 years	12 working days
6 years through 10 years	15 working days
11 years through 15 years	20 working days
16 years through 20 years	22 working days
21 years through 24 years	25 working days
25 years and over	30 working days

2. Employees hired on or after January 1,1999:

<u>PERIOD OF EMPLOYMENT</u>	<u>VACATION ENTITLEMENT</u>
0-1 YEAR	5/6 of a working day each month
2 years through 5 years	10 working days
6 years through 10 years	13 working days
11 years through 15 years	18 working days
16 years through 20 years	20 working days
21 years through 24 years	23 working days
25 years over	28 working days

B. Vacation may be scheduled at any time during the year to the extent it is practicable to do so.

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, the next scheduled working day following the vacation period.

D. Vacations shall be selected by December 15th of each year and scheduled by the City no later than March 1st of the following 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 in advance notice.

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

H. 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.

I. 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.

J. If any employee leaves the Department 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. Definition

For the purpose 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.

B. Earned Sick Leave

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

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

3. After one (1) year of active employment, the difference between sick leave earned during that 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. Employees requiring sick leave in excess of what is provided above will be considered for additional sick leave.

E. An employee on sick leave four (4) or more consecutive days shall submit acceptable medical evidence substantiating the illness.

F. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical

evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences at one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

G. In the event an employee suffers an on the job accident, said employee will be paid for any time lost on that particular work shift as a result of the accident.

H. Any employee who has accumulated ninety (90) or more days of earned sick leave may at his option sell back sick leave days during the period of January 1st through January 15th of the succeeding year at his prevailing salary according to the following schedule:

<u>SICK DAYS TAKEN</u>	<u>BANK</u>	<u>CASH</u>
0	10 DAYS	5 DAYS
1	10 DAYS	4 DAYS
2	10 DAYS	3 DAYS

I. 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.

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, and 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) work days 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 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, uncle, niece or nephew, 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 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. All other employees hired prior to March 1, 2005 and their eligible dependents shall be entitled to full coverage of any option including traditional coverage under State Health Benefits, the premiums of which are paid for by the City. Additionally, upon retirement, all employees, including employees hired after March 1, 2005, and their eligible dependents shall be entitled to all health benefits as provided through N.J.S.A. 40A:10-23, as it exists and may be amended.

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

2. If available, a mail order three (3) month maintenance prescription program

will be provided.

D. Disability Benefits coverage under the New Jersey 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.

E. The City will provide all employees with Workers Compensation Insurance.

F. Waiving Health Insurance Coverage

Employees who receive health care benefits as a dependent of a 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 payment 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.

G. The City reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided. The City will notify the Union not less than thirty (30) days prior to the change.

ARTICLE XII

SENIORITY

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

1. 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, the time away from the employ of the City will not constitute a break in service provided that the employee returns:

- (a) in good standing
- (b) within one (1) year
- (c) and is employed by the City for not less than ninety (90) days

2. Seniority as defined in the Agreement shall be utilized for the purpose of the selection of vacations and providing the employee has the ability to do the work, will be a factor in job selection and promotions.

3. Classification Seniority is the employee's employment service within a particular classification. Classification Seniority is determined by the date the employee is permanently assigned the classification.

B. The City will provide the Union with a list of employees covered by this Agreement indicating name, address, date of hire, classification, date of entry into classification and rate of

pay. Subsequent written notices to the Union will be limited to new employees covered by this Agreement and charges to an employee's classification and rates of pay.

ARTICLE XIII

LEAVE OF ABSENCE

A. Any recognized official of the Union will be granted a leave of absence without pay for the purpose of attending to Union business off the job, provided said absence does not unreasonably affect departmental operations.

B. The Union will give at least five (5) calendar days notice for such a request.

C. 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. 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.

ARTICLE XIV

JURY DUTY

A. An employee called for Jury Duty will be excused from work for the period actually in attendance at court and he will be paid the difference between Jury Duty fees received and his regular daily earnings for such time he is required to be in attendance in court.

B. If an employee is not required to report or serve the court on any particular day during his tour of Jury Duty, he shall report to his regular assigned job.

C. In the case of an employee scheduled to work between the hours of 12:00 midnight and 8:00 am, the aforementioned requirement to work his regular assigned job shall apply to the work shift immediately prior to his day off from having to report or serve the court.

ARTICLE XV

ACCUMULATED SICK LEAVE ON DEATH, RETIREMENT OR LAYOFF

Upon retirement, death or layoff only, an employee, his heirs or estate will be paid one (1) day of base pay for each three (3) days of the first two hundred one (201) days of accumulated earned sick leave, and one (1) day of base pay for each two (2) days of accumulated earned sick leave over and above two hundred one (201) days to a maximum total reimbursement of nineteen thousand dollars (\$19,000.00).

ARTICLE XVI

UNION SECURITY 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, New Jersey 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 agree 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.

F. The City covenants and agrees that there will be no lockout of employees.

ARTICLE XVIII

UNIFORMS AND SAFETY EQUIPMENT

A. Employees will receive an annual cash payment in the first pay period in July for the purchase of approved work clothes as follows:

- 1.** 2005 - \$350.00
- 2.** 2006 - \$350.00
- 3.** 2007 - \$350.00
- 4** 2008 - \$350.00

In addition, the City will furnish each employee with five (5) orange colored tee shirts on or about May 1 of each year.

B. Employees classified as Senior Mechanic, Mechanics, Mechanics Helper, Body & Fender Repairer, Welder, and two (2) Laborers assigned to servicing department automotive equipment shall have the option of selecting either the work uniform allowance in Section A, or no later than the first week in January of each year, five (5) uniforms with laundry service.

C. The City shall approve on a fair wear and tear basis, the replacement of each employee's safety work shoes. Upon the presentation of the worn or damaged work shoes and a bona fide sales slip for a new pair of safety work shoes, the City shall reimburse an employee in accordance with the following maximums:

1. 2005 - \$125.00
2. 2006 - \$125.00
3. 2007 - \$125.00
4. 2008 - \$125.00

D. The City will supply the initial back support belts to each affected employee. All additional belts will be provided on a fair wear and tear basis.

E. The City shall provide each employee, and replace on a fair wear and tear basis: rain gear, rubber boots and work gloves, rubber gloves, leather gloves, safety hats, safety vests and safety glasses. Flashing warning lights and other types of safety clothing and equipment will also be provided and similarly replaced by the City on a selective need basis as determined by the City.

F. The loss or theft of any City issue of safety or protective clothing, or equipment described in Paragraph D hereof, shall be immediately replaced by the individual employee at his own cost and expense.

ARTICLE XIX

NOTIFICATION TO THE UNION

A. The City will notify the Union in writing of any promotions, demotions, transfers, layoffs or terminations and of newly hired employees.

B. The City will provide the Union with a list of employees covered by this Agreement indicating name, address, date of hire, classification, date of entry into classification and rate of pay. Subsequent written notices to the Union will be limited to new employees covered by this Agreement and changes to an employee's classification and rates of pay.

ARTICLE XX

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.

ARTICLE XXI

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 Department of Public Works seniority, provided essential jobs vacated by a lay-off can be filled by remaining employees qualified to perform the job or jobs.
- C.** Notice of such lay-offs shall be given forty-five (45) days before the scheduled lay-off.
- D.** Laid off employees with five (5) or more years of employment service will be granted four (4) weeks severance pay.
- E.** A permanent employee laid-off shall be placed on the recall list in accordance with the procedures of the Department of Personnel.
- F.** The City, upon rehiring, shall do so in the order of seniority entitlement. Under no circumstances shall the City hire from the open market while employees on the recall list are capable to perform the duties of the vacant position are ready, willing, and able to be re-employed.
- G.** Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such employee.

ARTICLE XXII

DISCHARGE AND DISCIPLINE

- A.** The City shall not discharge or suspend any employee without just cause.
- B.** Except in cases where the City has determined to impose an immediate suspension and/or remove the employee from the premises, prior to the discipline, suspension or discharge of employee, the City shall confer with a Union representative.
- C.** Oral discipline or reprimands need not be reduced to writing. Disciplinary action

which is reduced to writing by letter or memorandum shall be given to the employee, the Union at its office and the Shop Steward.

D. The failure of an employee driver of the city motor vehicles or equipment to report the revocation of said employee's New Jersey State drivers license may result in suspension or other disciplinary action.

E. The Union and the City maintain that habitual offenders of the City's rules and regulations, departmental rules and regulations, Civil Service rules and regulations, shall be given an opportunity to improve their work habits. An habitual offender is defined as an employee who commits three (3) offenses of the same or similar nature. Once an employee is classified as habitual he will be given a final written warning. Any further offense or offenses may result in permanent discharge of said habitual offender.

ARTICLE XXIII

SAFETY PROGRAM

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

C. Safety flashing lights shall be conspicuously mounted on all motorized equipment.

D. The City shall make available clean and adequate wash and toilet facilities.

E. Employees assigned to collect garbage shall not be required to lift receptacles which weigh in excess of fifty (50) pounds.

F. The City will have a safety engineer or representative from the City's insurance company perform a safety audit of the Public Works Garage a minimum of two (2) times per year.

ARTICLE XXIV

OTHER CONDITIONS

A. Vacancies in lateral job assignments of each job classification will be filled by the most qualified employee. A senior employee may question a lateral assignment of an employee with less seniority.

B. The City agrees that it will not be unreasonable or arbitrary in making a determination as to whether or not such employee is qualified for the lateral assignment, and is subject to the first three (3) steps of the Grievance Procedure. A grievance which arises from this provision is not arbitrable.

C. All new employees will be advised of the City's policies, procedures and work rules and will be given a copy of the appropriate job description sheet.

D. The City agrees not to deduct wages from 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 so.

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.

F. The City shall to the fullest extent possible assign all new laborer employees hired after January 1, 1982 to sanitation trucks in the order of least seniority, except that more senior employees may volunteer for such assignments; or except such employees deemed unqualified for alternate laborer assignments; or an individual hired with a particular skill.

G. A vacancy which is expected to occur for an extended period of time shall be offered first to volunteers.

ARTICLE XXV

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. It is not the intent of the City of prevent the Shop Steward or alternate from carrying out their duties or responsibilities.

F. The Union shall advise the City in writing of the names the Shop Steward and the alternate and all other Union personnel authorized to act on behalf of the Union, within fourteen (14) calendar days of their election or appointment to such positions.

ARTICLE XXVI

VISITATION RIGHTS

Providing proper advance notice is given, a representative or representatives of the Union shall have access during working hours to all facilities, buildings, grounds, and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

ARTICLE XXVII

BULLETIN BOARDS

A. The City agrees to provide a suitable bulletin board for the exclusive use by the Union to post official notices relating to meetings and other Union affairs.

B. All such notices shall be signed by the Shop Steward or alternate to indicate official Union approval.

C. Any notice of a political or personal nature, or other improper subject or of a matter unrelated to Union affairs shall be subject to immediate removal.

ARTICLE XXVIII

MISCELLANEOUS

A. Weekly Pay

1. The City agrees to pay wages earned on a weekly basis which will include wages for overtime hours.
2. Employees will be paid by check every week.
3. Employees will be paid during working hours. When pay day falls on a holiday, then the preceding day will be pay day.

B. Classification and Wages

1. An employee in a particular classification who does not receive the maximum rate of pay for the classification to which he is assigned shall receive the next higher increment rate at the end of each twelve (12) month period of employment until the employee receives the maximum rate of pay for his classification. Whenever a general wage increase is granted, it shall be in addition to any increment entitlement.

2. All drivers and laborers shall receive the Sanitation Truck Driver and Sanitation Laborer hourly rates of pay only when assigned to a sanitation truck to collect garbage or trash. Also, all truck drivers and laborers assigned to driving snow plowing equipment during the emergency period of a snow storm shall receive the Sanitation Truck Driver rate of pay.

3. The Senior Laborer, a position assigned at the sole discretion of the Superintendent of Public Works, shall receive a differential of fifty cents (.50) per hour above the Laborer rate of pay.

4. The salaries for employees covered under this Agreement during the period of January 1, 2005 through December 31, 2008 are noted in hourly rates in Schedule A.

5. The Sanitation/Recycling Laborer, a position assigned at the sole discretion of the Superintendent of Public Works, shall receive a differential of seventy cents (.70) per hour above the laborer rate of pay for Tier 1 only.

6. The Sanitation/Recycling Laborer, a position assigned at the sole discretion of the Superintendent of Public Works, shall receive a differential of one dollar (\$1.00) per hour above the Laborer rate of pay for Tier 2 only.

7. In the event the City establishes positions not included in Schedule A the City may establish the initial salary for such position. If the Union makes a claim that such position(s) belongs in this bargaining unit, the Parties shall enter into negotiations concerning same and in the event no agreement is reached, either Party may refer the matter to the Public Employment Relations Commission.

C. Bona Fide Errors

Inadvertent or bona fide errors by the Employer or Union will not apply to the terms and conditions of this Agreement if such error is not corrected within ninety (90) days from the date of the error.

ARTICLE XXIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 XXX

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 XXXI

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, without any reopening date.

This Agreement shall continue in full force and effect from year to year after thereafter, until one party or other 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.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, LOCAL 32
(PUBLIC WORKS UNIT)**

CITY OF LINDEN

MAYOR

ATTEST:

VAL D. IMBRIACO, CITY CLERK

**SALARY SCHEDULE A
TIER 1
JANUARY 1, 2005 THROUGH DECEMBER 31, 2008
EMPLOYEES HIRED PRIOR TO JANUARY 1, 1995**

<u>GRADE</u>	<u>JOB TITLE</u>	<u>YEAR</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>
1	LABORER	2005			23.33
		2006			24.26
		2007			25.23
		2008			26.24
2	SANITATION/RECYCLING LABORER	2005	23.60	24.48	25.31
		2006	24.54	25.46	26.32
		2007	25.52	26.48	27.37
		2008	26.54	27.54	28.46
3	RADIO DISPATCHER	2005	23.10	23.92	25.89
	MECHANICS HELPER	2006	24.02	24.88	26.93
	TREE TRIMMER	2007	24.98	25.88	28.01
	TRUCK DRIVER	2008	25.98	26.92	29.13
	MAINTENANCE REPAIRER				
	WELDERS HELPER				
4	BODY & FENDER MECHANIC	2005	24.93	25.77	26.53
	MECHANIC	2006	25.93	26.80	27.59
	MOTOR BROOM DRIVER	2007	26.97	27.87	28.69
	SANITATION DRIVER	2008	28.05	28.98	29.84
5	HEAVY EQUIP. OPERATOR	2005	28.04	28.15	28.42
	SENIOR MECHANIC	2006	29.16	29.28	29.56
	SENIOR TREE TRIMMER	2007	30.33	30.45	30.74
	WELDER	2008	31.54	31.67	31.97
6	TREE CLIMBER	2005			29.31
		2006			30.48
		2007			31.70
		2008			32.97
6	SENIOR DIESEL MECHANIC	2005	27.83		29.31
		2006	28.94		30.48
		2007	30.10		31.70
		2008	31.30		32.97

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

One Tree Trimmer hired before January 1, 1995 will remain in Grade 4.

**SALARY SCHEDULE A
TIER 2
JANUARY 1, 2004 THROUGH DECEMBER 31, 2008
EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1995**

<u>GRADE</u>	<u>JOB TITLE</u>	<u>YEAR</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
1	LABORER	2005	10.00	11.00	12.00	13.00
		2006	10.00	11.00	12.00	13.00
		2007	10.00	11.00	12.00	13.00
		2008	10.00	11.00	12.00	13.00
2	SANITATION/RECYCLING LABORER	2005	11.00	12.00	13.00	14.00
		2006	11.00	12.00	13.00	14.00
		2007	11.00	12.00	13.00	14.00
		2008	11.00	12.00	13.00	14.00
3	RADIO DISPATCHER	2005	12.00	13.00	14.00	14.50
	MECHANICS HELPER	2006	12.00	13.00	14.00	14.50
	TREE TRIMMER	2007	12.00	13.00	14.00	14.50
	TRUCK DRIVER	2008	12.00	13.00	14.00	14.50
	MAINTENANCE REPAIRER					
	WELDERS HELPER					
4	BODY&FENDER MECHANIC	2005	13.00	14.00	15.00	15.00
	MECHANIC	2006	13.00	14.00	15.00	15.00
	MOTOR BROOM DRIVER	2007	13.00	14.00	15.00	15.00
	SANITATION DRIVER	2008	13.00	14.00	15.00	15.00
5	HEAVY EQUIP. OPERATOR	2005	16.00	16.00	16.00	16.00
	SENIOR MECHANIC	2006	16.00	16.00	16.00	16.00
	SENIOR TREE TRIMMER	2007	16.00	16.00	16.00	16.00
	TREE CLIMBER	2008	16.00	16.00	16.00	16.00
	WELDER					
	SENIOR MASON	2005	11.00	13.00	14.00	16.00
		2006	11.00	13.00	14.00	16.00
		2007	11.00	13.00	14.00	16.00
	2008	11.00	13.00	14.00	16.00	

Individuals receive a percentage raise only after they have attained their maximum rate in title.

Upon being promoted to a higher grade level all employees in Tier 2 shall receive a promotional increase equivalent to \$0.75 per hour for every grade level promoted (i.e. Grade Level 1 to Grade Level 4 would be a \$2.25 per hour increase over their present hourly rate of pay.).