

Agreement

Between

THE CITY OF UNION CITY

and

UNION CITY EMPLOYEES ASSOCIATION

January 1, 2005 Through December 31, 2008

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PREAMBLE

This Agreement is entered into between the City of Union City, (hereinafter referred to as the “Employer”) and the Union City Employees Association (hereinafter referred to as the “Association”), by reason of the fact that said parties have as their purpose the promotion of harmonious relations between the Employer and the Association and the establishment of an equitable and peaceful procedure for the resolution of any differences or grievances which may occur.

ARTICLE I
RECOGNITION

A. The Employer recognizes the Association as the sole and exclusive bargaining agent of all white collar and blue collar employees of the City, including full-and part-time personnel holding permanent, provisional and/or temporary civil service states but excluding Assessor and Deputy Assessor, Tax Collector, Purchasing Agent, Supervisor of Accounts, Senior Citizen Director. Furthermore, for those employees hired after January 1, 2008 as plumbing, electrical and fire Sub-Code Officials, such titles for those employees only shall be removed from the bargaining unit. Private Secretaries to the Directors, Secretarial Assistant, Secretarial Assistant Bilingual, City Clerk, Corporation Counsel and Attorney Judges, Public Defender, Municipal Tenants' Advocacy Attorney, Municipal Prosecutor, Municipal Court Administrator, Deputy Directors, Administrative Aides, Health Officer, Director of Welfare, Construction Code Official, Legal Assistants pursuant to N.J.S.A. 11:22-2(k), School Traffic Guards, Public Health Physician, Police and Fire Surgeon, Student Assistant under Work Study Program, Chaplains, Emergency Management Coordinator, Treasurer, Public Health Nurses, Graduate Public Health Nurses, Safe and Clean Neighborhood Coordinator, Part-time Seasonal Recreation Leader, Director of Recycling Program, Recycling Coordinator and Aide to Mayor for the purpose of collectively negotiating the establishment of salaries, hours of work, and conditions of employment.

B. Anything herein contained to the contrary notwithstanding, the unit does not represent or negotiate for uniformed police and fire personnel or superiors, including any active uniformed police and fire personnel who is serving in a second civilian title, within the meaning of the Act or for any of the above mentioned employees who are excluded from this Unit.

ARTICLE II
HOURS OF WORK

A. Although the regular hours of work each day shall be from 9:00 a.m. to 4:00 p.m., and for the balance of this Article shall be construed to include lunch period, a departmental personnel time schedule is annexed hereto for each of the five departments because of the differences in work schedules within each department.

B. The regular work week shall consist of the present standard hours of work now in effect of 9:00 a.m. to 4:00 p.m., Monday through Friday, inclusive, except for those employees engaged in shift and continuous operations as listed on the attached departmental personnel time schedules.

C. Except in emergency situations work schedules shall be changed unless the proposed change is negotiated with and accepted by the Association. All hours of work shall be in accordance with the mutual agreement of the Association and the Employer.

D. Effective on the date of execution of this Agreement any new employee hired in the Department of Public Works or the Department of Parks and Public Property may be assigned or reassigned a new work schedule from time to time in the discretion of the respective Department Director or his designee.

E. (i). Any employee subject to this Agreement, if at least one full hour late for work, may be docked one full day's wages.

(ii) In the event an employee subject to this Agreement is late for work less than one full hour, that employee may be docked for the period of time he/she is late for work and will resume their duties that day.

Department of Public Affairs

Office of the Director

Work Days:

Job Title

M – F

Office of the Director

Clerk 9:00 a.m. – 4:00 p.m.

9:00 a.m. – 4:00 p.m.

City Clerk's Office

Assistant Municipal Clerk 9:00 a.m. – 4:00 p.m.

Principal Clerk 9:00 a.m. – 4:00 p.m.

Principal Clerk Typist 9:00 a.m. – 4:00 p.m.

License Inspector 9:00 a.m. – 4:00 p.m.

Municipal Court Office and Violations

Clerk 9:00 a.m. – 4:00 p.m.; or 9:00 a.m. –
4:00 p.m. and Wednesdays 5:00 p.m. –
12:00 a.m.

Cashier 9:00 a.m. – 4:00 p.m.

Court Clerk 9:00 a.m. – 4:00 p.m. and Wednesdays
5:00 p.m. – 12:00 a.m.

Deputy Municipal Court Clerk 9:00 a.m. – 4:00 p.m. and Wednesdays
5:00 p.m. – 12:00 a.m.

Clerk Typist 9:00 a.m. – 4:00 p.m. and Wednesdays
5:00 p.m. – 12:00 a.m.

Principal Clerk 9:00 a.m. – 4:00 p.m. and Wednesdays
5:00 p.m. – 12:00 a.m.

Health Department

Animal Control Officer	9:00 a.m. – 4:00 p.m.
Principal Clerk Typist	
Chief Public Health Investigator	9:00 a.m. – 4:00 p.m.
Agency Aide	9:00 a.m. – 4:00 p.m.
Public Health Investigator	9:00 a.m. – 4:00 p.m.
Principal Clerk	9:00 a.m. – 4:00 p.m.
Health Educator	9:00 a.m. – 4:00 p.m.
Clerk Typist	9:00 a.m. – 4:00 p.m.
Register of Vital Statistics	9:00 a.m. – 4:00 p.m.
Clerk – Bilingual	9:00 a.m. – 4:00 p.m.
Senior Sanitary Inspector	9:00 a.m. – 4:00 p.m.
Deputy Register of Vital Statistics	9:00 a.m. – 4:00 p.m.
Health Officer	9:00 a.m. – 4:00 p.m.
Senior Clerk Typist	
Clerk	

Welfare Department

Welfare Investigator	9:00 a.m. – 4:00 p.m.
Clerk	9:00 a.m. - 4:00 p.m.
Principal Clerk	9:00 a.m. – 4:00 p.m.
Senior Clerk	9:00 a.m. – 4:00 p.m.

Nursing Service

Senior Clerk Typist	9:00 a.m. – 4:00 p.m.
Clerk Typist	9:00 a.m. – 4:00 p.m.
Clerk	9:00 a.m. – 4:00 p.m.

Senior Citizens

Clerk	9:00 a.m. – 4:00 p.m.
Rec. Leader Bilingual	9:00 a.m. – 4:00 p.m.
Clerk Typist	9:00 a.m. – 4:00 p.m.
Senior Clerk Typist	9:00 a.m. – 4:00 p.m.
Supervisor of Senior Citizen Activities	9:00 a.m. – 4:00 p.m.

Purchasing Department

Clerk	9:00 a.m. – 4:00 p.m.
Clerk Typist	9:00 a.m. – 4:00 p.m.
Purchasing Agent	9:00 a.m. – 4:00 p.m.

Department of Parks and Public
Property Personnel Department Time Schedule

<u>Job Title</u>	<u>Work Days</u>
Park Caretaker	8:00 a.m. – 4:00 p.m.; or 3:00 p.m. – 11:00 p.m.
Supt. Of Parks	9:00 a.m. – 4:00 p.m.
Laborer	8:00 a.m. – 4:00 p.m.; or 3:00 p.m. – 11:00 p.m.
Building Maintenance	7:00 a.m. – 3:00 p.m.;

	8:00 a.m. – 4:00 p.m.; or 3:00 p.m. – 11:00 p.m.
Bus Driver	9:00 a.m. – 4:00 p.m.
Asst. Superintendent	8:00 a.m. – 4:00 p.m.
Truck Driver	8:00 a.m. – 4:00 p.m.
Principal Acct. Typist	9:00 a.m. – 4:00 p.m.
Bilingual Clerk	9:00 a.m. – 4:00 p.m.
Electrician	8:00 a.m. – 4:00 p.m.
Plumber	8:00 a.m. – 4:00 p.m.
Carpenter	8:00 a.m. – 4:00 p.m. (7 hour day)
Recreation Leader	9:00 a.m. – 4:00 p.m.; or 8:00 a.m. – 3:00 p.m. (6 hour day)
Recreation Worker Agency Aide	9:00 a.m. – 4:00 p.m.

* Except, as necessary, employees may be called upon to work weekends and evenings within their regular work week hours.

Department of Public Safety
Personnel Department Time Schedule

Work Days:

Job Title

M - F

Building Department

Plumbing Inspector/ Plumbing Sub-Code Official	15-20 hours/week
Building Inspector	9:00 a.m. – 4:00 p.m.
Clerk Typist Bilingual	9:00 a.m. – 4:00 p.m.

Director's Office Personnel

Principal Clerk	9:00 a.m. – 4:00 p.m.
Administrative Clerk	9:00 a.m. – 4:00 p.m.
Messenger	9:00 a.m. – 4:00 p.m.

Housing Department

Security Officer/ Senior Security Officer	6:00 p.m. – 2:00 a.m. (flexible hours 35 hour work week)
Chief Housing Inspector	9:00 a.m. – 4:00 p.m.*
Housing Inspector	9:00 a.m. – 4:00 p.m.*
Housing Inspector (part-time)	9:00 a.m. – 12:00 p.m.*
Clerk Typist	9:00 a.m. – 4:00 p.m.
Senior Clerk	9:00 a.m. – 4:00 p.m.
Cashier	9:00 – 4:00 p.m.

* Except, employees may be called upon to work occasional evenings when necessary.

Police Department Civilian Personnel

Asst. Signal Sys. Supervisor	9:00 a.m. – 5:00 p.m.
Data Entry Machine Operator	9:00 a.m. – 4:00 p.m.
Parking Violations Officer	8:00 a.m. – 4:00 p.m.
Bilingual Clerk Typist	9:00 a.m. – 4:00 p.m.
Telephone Operator *****	8:00 a.m. to 4:00 p.m.; 4:00 p.m. – 12:00 a.m. – 8:00 a.m. (33.6 hour work week)

Non-Police Department Personnel

Laborer	7:00 a.m. – 3:00 p.m.
Mechanic	7:00 a.m. – 3:00 p.m.

Laborer	See below**
Senior Traffic Maintenance Worker	7:00 a.m. – 3:00 p.m.
Laborer	11:00 a.m. – 6:00 p.m.
Parking Violation Officer	8:00 a.m. – 4:00 p.m. (40 hour Work week
Parking Violation Officer	See Below***
Parking Violation Officer	9:00 a.m. – 6:00 p.m. (with rotating day off)
Laborer	7:00 a.m. – 3:00 p.m.

Fire Department Civilian Employees

Administrative Clerk	9:00 a.m. – 4:00 p.m.
Fire Prevention Specialist	9:00 a.m. – 4:00 p.m.
Mechanic Foreman/M.W. Fire Apparatus	7:00 a.m. – 3:00 p.m.
Emergency Medical Technicians	30 hour work week, floating hours as Determined by Emergency Medical Technician Supervisor

- Except, as necessary, employees may be called upon to work weekends and evenings.

** Working Wednesday through Friday 11:00 a.m. – 6:00 p.m.; Saturday and Sunday 7:00 a.m. – 12:00 Noon, 4:00 – 6:00 p.m.; Monday and Tuesday off.

*** Working Monday, Tuesday, Thursday and Friday 8:00 a.m. – 4:00 p.m.;

**** Shifts to be permanent as of 1/1/89, scheduled at the discretion of the Director of the Department of Public Safety, and subject to change with 48 hours notice. Holiday pay will be given twice yearly, seven days payable at the second pay period in July and 8 days payable at the second pay period in December.

1. No personal or vacation days will be granted to telephone operators for Thanksgiving, Christmas, New Year's Eve or New Year's Day, excepting that an internal char

with another employee may be made with the prior approval of the Director of the Department of the Public Safety.

2. Telephone operators must give thirty (30) days notice to the Director of the Department of Public Safety with respect to vacation desired, following the same procedure as other employees.

3. Telephone operators must wear uniforms designated by the Director of Department of Public Safety and receive compensation for same pursuant to the provisions of other uniformed employees.

Department of Public Works
Personnel Department Time Schedule

Work Days:

Job Title

M - F

Laborer

8:00 am - 3:30 pm;
9:00 am - 4:00 pm
(35 hour work week)

Laborer Light

8:00 am - 2:30 pm.
8:00 am - 3:30 pm
(6½ hour day, 39 hour work week)

Motor Broom Driver

8:00 am - 2:30 pm.
8:00 am - 3:30 pm
(6½ hour day, 39 hour work week)

Truck Driver

8:00 am - 3:30 pm.
(35 hour work week)

Building Service Worker

8:00 am - 4:00 pm.

Mechanical Maintenance Worker

8:00 am - 3:30 pm.
(35 hour work week)

Sewer Maintenance Worker

8:00 am - 2:30 pm.
(35 hour work week)

Mechanic

8:00 am - 3:30 pm.
(35 hour work week)

Public Works Superintendent

8:00 am - 4:00 pm.

Public Works Inspector

Flexible hours (35 hour work week)

Rent Regulation Officer	9:00 am - 4:00 pm.
Asst. Rent Regulation Officer	9:00 am - 4:00 pm.

Department of Revenue and Finance
Personnel Department Time Schedule

<u>Job Title</u>	<u>Work Days:</u>
	M - F
	9:00 am - 4:00 pm.
Clerk Types	
Administrative Clerk	9:00 am - 4:00 pm.
Principal Bookkeeping	9:00 am - 4:00 pm.
Machine Operation	
Supervisor of Accounts	9:00 am - 4:00 pm.
Clerk	9:00 am - 4:00 pm.
Principal Clerk Typist	9:00 am - 4:00 pm.
Administrative Secretary	9:00 am - 4:00 pm.
Principal Accessing Clerk	9:00 am - 4:00 pm.
Assistant Municipal Tax Collector	9:00 am - 4:00 pm.
Bookkeeping Machine Operator	9:00 am - 4:00 pm.
Senior Bookkeeping	9:00 am - 4:00 pm.
Machine Operator	
Tax Collector	9:00 am - 4:00 pm.

ARTICLE III
OVERTIME PROCEDURE

A. It is agreed by the parties that all employees shall be paid one and one-half (1½) times their hourly rate for all overtime worked, such payment to be compensated in the employee's next pay check succeeding the pay period in which earned.

B. If overtime has accrued and employee is uncompensated by the date of the signing of this Agreement, said compensation shall be paid to said employee no later than the last day of the year accrued or credited as compensatory time off at the option of the employee.

C. All employees subject to this Agreement shall have the option to elect comp. time in lieu of overtime pay. Such election shall be made not less than three (3) calendar days prior to the date chosen. Such election must be made in writing to the immediate supervisor, at which time this election shall be binding upon the employee.

ARTICLE IV
MEAL PERIODS

A. All full-time employees, except those employees who pursuant to their titles, have agreed to work through lunch hour in order to obtain their work week hours, shall be permitted a lunch period of one (1) hour during each working shift.

B. The lunch period shall be scheduled in approximately the middle of each shift or as close thereto as can be arranged.

ARTICLE V
HOLIDAYS

A. The following days shall be recognized as paid holidays for all employees covered by this Agreement:

New Year's Day	Lincoln's Birthday
Good Friday	Memorial Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Christmas Eve (1/2 day)	Christmas Day
Washington's Birthday	Day after Thanksgiving
Independence Day	New Year's Eve (1/2 day)
General Election (Nov.)	Martin Luther King Day

B. In addition to the above, each permanent employee shall have one personal day as a Christmas Shopping Day preceding the Christmas holidays, and five (5) other personal days off per year.

- (i) Any two (2) of the six (6) days provided for herein may be utilized in one-half (1/2) day increments should the employee so choose.

C. Whenever any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Any employee (except as noted in Section D) having to work on the above days shall be compensated for that day at the rate of one and one-half (1½) times their hourly rate or received as time off at the option of the employee.

D. For Public Works and Department of Parks Personnel, the City may schedule alternate holidays in place of the day after Thanksgiving and any holiday (excluding Christmas) occurring or otherwise celebrated on a Monday. Any employee having to work on an alternate holiday shall be compensated for that day at the rate of one and one-half times their hourly rate or receive time off at the option of the employee.

ARTICLE VI
SICK LEAVE

A. Permanent employees shall be entitled to the following periods of sick leave each year:

1. Up to the end of the first calendar year of employment, each employee shall be entitled to one (1) day of sick leave for each month worked. Sick time may be taken in one-half (1/2) day increments.

2. Each calendar year thereafter, each employee shall be entitled to fifteen (15) days of sick leave per year, which shall vest on January 1 of each year.

3. Permanent employees who have taken two (2) or less sick days during the calendar year shall receive an annual stipend as noted below to be paid on or before February 1 of the following year:

- a. No sick days - \$200.00
- b. One (1) sick day - \$150.00
- c. Two (2) sick days - \$100.00

B. All provisional and/or temporary employees shall be entitled to the following sick leave:

1. Up to the end of the first calendar year, each provisional and/or temporary employee shall be entitled to one day leave for each month worked, not to exceed ten (10) days in any one year.

2. Each calendar year thereafter, each provisional and/or temporary employee shall be entitled to ten (10) days sick leave per year, which shall vest on January 1 of each year.

C. For all permanent employees other than full-time employees, which shall be defined as less than thirty (30) hours per week, sick leave allowance shall be prorated based upon

the number of hours worked per week, sick leave allowance shall be prorated based upon the number of hours worked per week when compared to the number of work hours per week for a full-time permanent employee in the same or similar classification.

D. For all non-permanent employees, other than full-time employees, sick leave shall rest within the discretion of the Department Head, not to exceed that allowed for employees described in Section C herein.

E. Sick leave entitlements shall be prorated for seasonal employees and for those employees who retire before the end of the calendar year.

F. Those employees who retire at any time during the calendar year shall be entitled to the full sick leave allowance for that year.

G. Any sick leave days not taken by employees in any one year shall accumulate from year to year until retirement.

ARTICLE VII
LEAVE OF ABSENCE

A. Funeral Leave

In the event of a death in an employee's immediate family, time off shall be given not to exceed five (5) working days. For purposes of this Article, "immediate family" shall be defined as follows: mother, father, son, daughter, child, step-child, sister, brother, husband, wife, grandparents, grandchildren, aunt and uncle of employee or employee's spouse.

B. Military Leave

Any employee who is either drafted or called into the Armed Forces of the United States during a national emergency shall be given an automatic leave of absence.

C. Conventions

A maximum of six (6) employees, to be selected by the Association shall be entitled to time off with pay for attendance at Civil Service Conventions. The amount of time off for all employees shall not exceed a total of eighteen (18) working days per year.

D. Leave of Absence Without Pay

1. Upon completion of six (6) months of employment in permanent status, an employee may be permitted a leave of absence without pay upon request to the Employer, which leave shall not exceed six (6) months.
2. Upon completion of one (1) year of employment in permanent status, an employee shall be permitted a leave of absence without pay upon request to the Employer, which leave shall not exceed six (6) months.
3. Any raise including the increment which would normally become due to an employee which occurs when said employee is on an approved leave of absence, will be deemed to become effective upon the date when the employee returns to work.

ARTICLE VIII
OVERTIME-SENIORITY

A. The purpose of this paragraph is to equalize overtime among employees in a given office of a department. Overtime for work scheduled beyond the regularly scheduled shift will be offered to permanent and provisional full-time employee of each office in a given department or to the Public Works Department or the Parks Department at large, based upon a rotating seniority overtime roster ("roster"). Seniority will be defined pursuant to Article XIV, Section A.

B. There may be circumstances under which an office or department, as applicable, because of special skills or other attributes of a particular employee, deems it in the best interest of the City to bypass an employee or employees on the seniority list. It is understood that said bypassed employee will be placed first on the roster for the next overtime assignment. In the event it becomes necessary to contact an employee at home for overtime work, and said employee is unavailable, the office or department will contact the next employee on the roster.

C. Such overtime will be offered to person other than full-time employees only if it has been refused by each member on the roster.

D. This paragraph shall not be applicable to confidential work or to confidential employees.

E. A record of overtime hours worked by each employee shall be accessible to the Union Representative at reasonable times.

F. Qualified volunteers will first be used on scheduled overtime. However, all employees may be required to work a reasonable amount of overtime.

ARTICLE IX
VACATIONS

A. All permanent employees shall be entitled to the following vacation periods:

1. Up to the end of the first calendar year, each employee shall be entitled to one (1) vacation day for each month worked.

2. Employees with one (1) to five (5) years (inclusive) service shall be entitled to fifteen (15) vacation days per year.

3. Employees with six (6) to ten (10) years (inclusive) service shall be entitled to twenty (20) vacation days per year.

4. Employees with eleven (11) years of service or more shall be entitled to twenty-five (25) vacation days per year.

B. For the purposes of this Article, "vacation days" are working days, and employees entitled to "vacation days" are entitled to that amount of working days off. An employee's vacation leave allowance is determined as of his years of service on January 2 of each calendar year.

C. All employees requesting vacation time must notify their Supervisor of their proposed vacation dates forty-five (45) calendar days prior to the time for said vacation; and provided there is no conflict with regard to an employee of the same classification in performing duties in the same department, in the request of vacation the employee's Supervisor shall within fifteen (15) days of receipt of the written request approve such vacation in writing. In the event written approval is not received by the employee with fifteen (15) days, it shall be deemed approved.

D. Each employee shall have his choice of vacation according to seniority, and in no case would the running time for vacation be less than two (2) weeks unless he or she so desires.

All vacation time shall be based upon the amount of time employed as of the first day of the current year.

E. For all employees other than permanent employees, vacation leave shall be as follows:

1. Up to the end of the first calendar year of employment, each non-permanent employee shall be entitled to one (1) vacation day for each month worked, not to exceed five (5) vacation days.

2. After one (1) full year of service, an employee with non-permanent status shall be entitled to ten (10) days vacation per year.

3. An employee's vacation leave is determined as of January 2 or each calendar year based upon completed years of service. An employee's service as a temporary, provisional, or in other non-permanent status shall accrue and shall constitute credit for the employee when determining years of service pursuant to this Articles.

F. For all permanent employees other than full-time employees, which shall be defined as less than thirty (30) hours per week, such vacation leave shall be prorated based upon the number of hours worked per week when compared to the number of weekly work hours for a full-time permanent employee in the same or similar classification.

G. For all non-permanent employees other than full-time employees, vacation leave shall rest within the discretion of the Department Head, not to exceed that allowed for employees described in Section F herein.

ARTICLE X – PENSION

A. Employees shall receive pension and retirement benefit pursuant to the provisions of State Law and Local Ordinances.

B. As of the effective date of retirement, any employee having fifteen (15) years or more of service, shall be entitled to a fully paid Blue Cross/Blue Shield, Major Medical, and Prescription program for life.

ARTICLE XI – DISCIPLINE

A. Disciplinary measures which may be taken against an employee shall include the following:

1. Oral or written reprimand
2. Reduction in job classification
3. Suspension
4. Discharge

B. Disciplinary action may be imposed upon an employee only for a just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

C. If the employer has reason to reprimand an employee, the said reprimand shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE XII – DISCHARGE

A. The Employer shall not discharge any employee without just cause, except where violence and/or the health and safety of other employees or the public may be involved. The Employer shall give the Association five (5) working days notice of its intention to discharge any employee. During the said five (5) days, the parties shall meet in an attempt to resolve the matter, if possible. If a discharge then takes place, the Association and the individual to be discharged shall be given the reasons for his discharge, in writing, and the grievance procedure may then be invoked.

B. The Association shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including any arbitration which may be required.

ARTICLE XIII – GRIEVANCES AND MINOR DISCIPLINARY ACTIONS

Any grievance relating to terms and conditions of employment regarding working conditions of an employee, including administrative decisions affecting them and minor disciplinary actions involving suspensions of five (5) days or less, fines, demotions, and other disciplinary actions not covered by the Department of Personnel, shall be handled in the manner set forth below and at all stages of the grievance procedure or disciplinary procedure, the employee may elect to be represented by the Union or to represent himself or herself.

GRIEVANCES

Step One:

Effective immediately all grievances will first be discussed with the Union President and Mayor of the City of Union City prior to either party taking any action. In the event both parties cannot achieve a solution of the issue at hand, grievance procedures as provided for in this contract will be followed.

Step Two:

The Employee or the Association may file a written statement of the grievance with the Department Head within thirty (30) days of the occurrence of the grievance. The Department Head may schedule a hearing between the parties to take place no later than thirty (30) days after receipt of the grievance.

The Department Head or his designee shall render a written determination on the grievance including his findings and conclusions, within twenty (20) works days of receipt of the grievance.

Step Three:

If the decision of the Department Head is not satisfactory to the employee or the Association, the employee or the Association shall have the right to submit such grievances to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Association must deliver written notice of its decision to file such an appeal to the Department Head or designee within twenty (20) work days of the receipt by the employee and the Association of the Department Head's decision. Under no circumstances may an employee be suspended without pay prior to hearing should a hearing be requested by the Association.

The Arbitrator (s) shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies.

The decision shall be timely rendered after completion of the hearing, and shall be binding on both parties.

The time limits expressed herein may be waived or extended only by mutual agreement of the parties in writing.

The cost of the arbitrator(s) and his (their) expenses shall be borne equally by both parties, unless otherwise provided by law. Any other expenses including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

MINOR DISCIPLINARY ACTIONS

Step One:

Effective immediately all disciplinary actions will first be discussed with the Union President and Mayor of the City of Union City prior to either party taking any action. In the

event both parties cannot achieve a resolution of the issue at hand, disciplinary procedures as provided for in this contract will be followed.

Step Two:

The Employer may initiate a minor disciplinary action with a written statement of the charges, served upon the employee, and at the request of the employee within ten (10) days of receipt of same, may schedule a hearing between the parties, such hearing to take place not later than ten (10) work days after employee's request for same.

The Department Head or his designee shall render a written determination on the charges including his findings and conclusions, no later than twenty (20) work days of the hearing on the charges.

Step Three:

If the decision of the Department Head is not satisfactory to the employee or the Association, the employee or the Association shall have the right to submit his or her appeal to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Association must deliver written notice of its decision to file such appeal to the Department Head within twenty (20) work days of the receipt by the employee and the Union of the Department Head or his designee's decision.

The Arbitrator(s) shall have full power to hear the appeal and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies.

The decision shall be timely rendered after completion of the appeal hearing, and shall be binding on both parties.

The time limits expressed herein may be waived or extended only by mutual agreement of the parties in writing.

The cost of the arbitrator(s) and his (their) expense shall be borne equally by both parties, unless otherwise provided by law. Any other expenses including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XIV - SENIORITY

A. Seniority is defined as the employee's total length of service with the City beginning on his date of hiring.

B. If a question arises concerning two (2) or more employees who are hired on the same date, seniority preference among such employees shall be determined by the order in which said employees hired subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

C. In cases of layoffs, recall and vacation schedules, the employee with the greatest amount of seniority shall be given preference. In other circumstances seniority may be considered.

ARTICLE XV - UNION REPRESENTATIVES

A. Tthe Employer shall recognize and deal with those Association representatives and Grievance Committee members as are designated by the Association through its internal rules and regulations.

B. In any event, the Grievance Committee shall not exceed six (6) members.

ARTICLE XVI - 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 the right to maintain and control its facilities and to hire, promote, transfer, discipline or discharge an employee for just cause.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of polices, rules regulations and practices 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 hereof are in conformance with the Constitution and Law 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 NJSA.40 and 40A, or any other national, state, county, or local laws or regulations.

ARTICLE XVII - SAFETY AND HEALTH

The Employer shall at all times maintain healthful working conditions. The Employer shall be provided any tools necessary in order to ensure the safety and health of the employees.

ARTICLE XVIII - EQUAL TREATMENT

The parties agree that there shall be no favoritism or discrimination by reasons of age, sex, nationality, religion, martial status, political affiliation, or participation in Association activities.

ARTICLE XIX - INSURANCE

A. Hospitalization

All permanent employees shall receive an updated, fully paid Blue Cross/Blue Shield Plan, or substantially equal plan, with Rider "J" and Major Medical benefits to cover themselves and their dependents. In addition, each employee shall be issued a prescription card with which a prescription may be purchased as follows:

1. For a zero dollar (\$0.00) charge for generic and five dollar (\$5.00) charge for each name brand prescription effective January 1, 1998.
2. Effective October 1, 2007, a modified prescription plan will take effect requiring an increase in payment from \$5.00 to \$10.00 on brand name pharmaceuticals. Generic pharmaceuticals will increase from zero (0.00) to a \$5.00 employee contribution.

B. Employees hired by the City of Union City after December 31, 2006 subject matter of this Collective Bargaining Agreement will be required to take the PPO insurance plan.

C. All permanent employees shall receive full and updated dental and vision coverage known as "Plan No. 2", annexed hereto as Exhibit "A", or substantially equivalent plan.

D. The employer shall provide insurance coverage on all vehicles and equipment operated by employees and additionally shall cover all truck drivers with insurance in case of accident.

E. The employer may change insurance plans or carriers or self-insure so long as in the aggregate the benefits provided in each plan are substantially equivalent to those being provided at the time of signing of this Agreement.

ARTICLE XX - WAGES

A. Employees covered under this Agreement shall receive annual salary or wage increases, as applicable, listed in Section B below.

B. Salary or Wage Increases Over Base Salary or Wage:

- | | | |
|----|-----------------|-----------------------------|
| 1. | January 1, 2005 | 4.25% retroactive to 1/1/05 |
| 2. | January 1, 2006 | 4.25% retroactive to 1/1/06 |
| 3. | January 1, 2007 | 4.25% retroactive to 1/1/07 |
| 4. | January 1, 2008 | 4.25% |

Excluding the following titles which are addressed in Article 25 herein:

Emergency Medical Technician
Clerk's
Senior Clerk's
Principal Clerk's
Telecommunication's Operator Trainee
Truck Drivers

C. Effective September 1, 2007 the new wage rate(s) will be paid to all eligible employees. Retroactive pay for eligible employees will be made in accordance with the wage increases noted in Section B and will be paid by separate check in the first pay period of September, 2007.

ARTICLE XXI - LONGEVITY

A. A permanent employee shall be paid longevity as per the schedule below. There shall, however, be no salary limitations on same.

<u>Years of Service</u>	<u>% of Bass Salary</u>
0 - 2	0
3 - 5	3
6 - 8	7
9 - 11	10
12 - 14	14
15 - 22	17
23 and over	21

B. Payments made to an employee pursuant to this Article shall be based upon the employee's anniversary date of appointment.

C. An employee as defined herein shall receive credit for purposes of calculating years of service for all temporary or provisional employment, provided such employee buys back such time for pension purposes.

ARTICLE XXII – TERMINAL LEAVE AND RETIREMENT COMPENSATION

A. Terminal Leave

Effective January 1, 1998, any permanent employee who retires shall be entitled to terminal leave computed at the rate of seven and one-half (7 ½) working days for each year of service provided that in that year of service, the employee has used no more than five (5) six days. For each sick day used in excess of five (5), (exclusive of days when an employee is hospitalized and recovering which shall not be counted), the Terminal Leave benefit shall be reduced by one half (1/2) day so that employees using twenty (20) sick days in a calendar year will not be entitled to any terminal leave credit for that year.

B. In the event of an employee's death or upon retirement, the estate of the employee or the employee, as applicable, shall receive as cash compensation the following:

1. All earned and accrued salary and base pay related compensation, including overtime;
2. All earned and accrued vacation leave;
3. All earned and accrued personal leave, compensatory time;
4. All earned and accrued terminal leave.

ARTICLE XXIII – SPECIAL ALLOWANCES

A. All employees who are directed to and use their personal automobile to perform services connected with their employment for the City of Union City shall be compensated by the amount of one hundred dollars (\$100.00) per month retroactive to January 1, 2005. Retroactive increase in the sum of fifty dollars (\$50.00) per month for the calendar years 2005 and 2006, as well as year to date 2007, shall be paid in September 2007. On the effect date of this contract, employees so utilizing their vehicle shall receive one hundred dollars (\$100.00) per month at the end of each month.

B. Any employee whose duties necessitate travel expenses, the costs of such expenses shall be done by the employer, City of Union City.

ARTICLE XXIV- JOB CLASSIFICATION

- A. Any employee who is requested to and returns to work during periods other than his regulary scheduled shift shall be paid the applicable overtime rate of one and one-half (1 ½) times the hourly rate for that employee.
- B. In the event an employee incurs an injury during the performance of his duties, he shall be entitled and permitted to perform light duty until he is fully recovered and able to resume his normal duties.
- C. Any employee performing light duty as a result of an injury incurred during the performance of his job shall continue to receive his regular pay while performing light duty and until he is fully recovered.
- D. Any employee injured during the performance of his duty shall not be charged with sick time or vacation time for time lost as the result of that injury.
- E. In the event an employee is reclassified in job title through the New Jersey Department of Personnel, that employee shall maintain his or her previously existing wage level.

ARTICLE XXV – CLOTHING ALLOWANCE

All employees, whose job duties require that a uniform be worn, shall be issued an annual clothing allowance on the first pay period of June of each year, in the amount of eight hundred fifty dollars (\$850.00). The clothing allowance in the sum of eight hundred fifty dollars (\$850) will be retroactive to January 1, 2005. Retroactive increases in the sum of one hundred fifty dollars (\$150) per year shall be paid for the years 2005 and 2006 in September of 2007.

ARTICLE XXVI – SALARY INCREMENT PROGRAM

A. The salary increment program shall be maintained for only full-time employees having permanent status as recognized by the New Jersey Department of Personnel on January 2 of the calendar year, with the appropriate salary range indicated for each job classification in the City's jurisdiction and annexed hereto, which will be the salary range ordinance after the property adoption by the Mayor and Board of Commissioners of the City of Union City.

B. Pursuant to the said salary range schedule, it is hereby agreed by the parties that the salary range schedule increase at its upper limit as below:

1.	January 1, 2005	4.25%
2.	January 1, 2006	4.25%
3.	January 1, 2007	4.25%
4.	January 1, 2008	4.25%

C. Increments shall be provided to all employees as defined in Section (A) of this Article in the amounts below:

1. Effective January 1, 2005: Four Hundred Dollars (\$400)
Retroactive to January 1, 2005
2. Effective January 2, 2006: Four Hundred Dollars (\$400)
Retroactive to January 1, 2006
3. Effective January 1, 2007: Four Hundred Dollars (\$400)
Retroactive to January 1, 2007
4. Effective January 1, 2008: Four Hundred Dollars (\$400)

Increment payments will be continued on January 1, 2005 and eligible employee will receive retro-active payment by separate check in the first pay of September 2007.

D. Any employee hereinafter hired by the City of Union City shall be paid in an amount equal to, but not to exceed, the lowest limit of the salary range for the position in which he or she is hired. In no event shall any new, permanent, or temporary employee receive a salary greater than a current employee in the position and classification for which he or she has been hired.

E. Upon promotion, an employee shall be entitled to the minimum salary of the higher classification to which he/she has been promoted and an additional five hundred dollars (\$500) added to base salary. An employee whose base salary is the same as or greater than the minimum of the classification to which he/she has been promoted shall receive an additional five hundred dollars (\$500) to be included in the employee's base salary.

F. If a permanent employee takes a provisional or unclassified title at the same salary level, that employee shall be entitled to receive the increment which he or she would have received under the permanent title. If said employee's provisional title is at a salary greater than the maximum salary range of his permanent title, however, he or she is not entitled to any incremental increase. If a permanent employee should resume his or her permanent title, he or she shall be entitled to receive the wage increase and increment which he or she would have received under the permanent title.

G. Under circumstances in which there is one salary listed instead of a minimum and maximum range for part time employees, said salary shall be increased as noted below:

1.	January 1, 2005	4.25%
2.	January 1, 2006	4.25%
3.	January 1, 2007	4.25%
4.	January 1, 2008	4.25%

ARTICLE XXVII – PROVISIONAL AND/OR TEMPORARY EMPLOYEES

A. For the purposes of interpreting this Agreement, provisional and/or temporary status shall be as defined pursuant to Civil Service Rules and Regulations.

B. All provisional and/or temporary employees hired by the City of Union City shall be represented by the Union City Employees Association and the said Association shall be the sole and exclusive bargaining agent for those employees for the purposes set out in Article I of the within Agreement.

C. Provisional and/or temporary employees hired by the City of Union City shall be eligible to receive only those salary adjustments and other benefits as are specifically provided for in this Agreement, and only in the amounts stated herein.

ARTICLE XXVIII – MATERNITY/FRATERNITY

A. Any employee who requests leave for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The appointing authority may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

B. A permanent employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued paid leave before taking a leave without pay.

C. Child care leave may be granted under the same terms and conditions as all other leaves on unpaid status.

ARTICLE XXIX – LAYOFFS

The parties agree that in the event economic conditions require a layoff of personnel, no permanent employees covered by this Agreement shall be severed from service prior to release of all temporaries, seasonals, provisionals and probationary employees.

ARTICLE XXX – WORK INCURRED INJURY OR ILLNESS

A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the City.

1. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the City may reasonably require the said employee to present such certificates from time to time.

2. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

B. For the purposes of this Article, injury or illness incurred while the employee is attending a City sanctioned training program, shall be considered in the line of duty.

C. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

D. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

E. In the event a dispute arises, it is hereto agreed upon, that the employee may use any and all accrued leave time (sick, vacation, personal) if that employee is unable to work, until a decision is rendered in accordance with the above-mentioned provisions.

F. If the employee obtains a judgment in his favor, the accrued leave time (sick, vacation, personal) that the employee used, shall be restored, and the above-mentioned provisions would apply. If the City obtains a judgment in its favor, the accrued leave time (sick, vacation, personal) would not be restored to that employee.

ARTICLE XXXI – MAINTENANCE OF STANDARDS

A. The parties agree that all benefits, rights, duties, obligations, and conditions of employment relating to the status of the employees of the Association, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

B. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any employee pursuant to any rules, regulations, instruction, directive, memorandum, statute, or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XXXII – DUES DEDUCTION AND FAIR REPRESENTATION FEE

- A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the City agrees to deduct on a semi-annual basis (the third pay in July and December of each year) membership dues and initiation fees where applicable, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement any extension or renewal thereof. The City shall promptly remit any and all amounts so deducted with a list of changes to the Secretary-Treasurer of the Association.
- B. Any changes in dues will be certified in writing by the President of the Association, and his/her designee, and the amount shall be uniform for all members.
- C. No deductions will be made in which there is insufficient pay available to cover the same after all other deductions required by law have been made.
- D. The City will notify on the first day of each month the Secretary-Treasurer of the Association, of the hiring of all employees, their address, birth-date, classification, rate of pay, and social security number. The City will similarly notify the Secretary-Treasurer of the Association of all employees who are terminated from the City's payroll.
- E. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership

dues, fees, and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees, and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement, provided the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.

F. The Association agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the Association under this Article.

G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

H. The sum representing the fair share shall not reflect the cost of financial support of political causes or candidates except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

I. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

J. The Association shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

K. The Association shall indemnify, defend, and save the City harmless against any 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 or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

L. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the City upon its satisfaction that the Association is a proper majority representative.

ARTICLE XXXIII – EDUCATION INCENTIVE

A. The City recognizes the need for the educational advancement of its employees; therefore, those employees who have earned an Associate Degree in Arts or Sciences on or before January 1, 1990 from an accredited institution of higher learning shall receive an additional five hundred dollars (\$500) in the form of an annual payment.

B. Those employees who, on or before January 1, 1990, have earned a Bachelor's Degree in Arts and Sciences from an accredited institution of higher learning shall receive an additional one thousand dollars (\$1,000) in the form of an annual payment.

C. Any employee, after January 1, 1990, must have obtained his Associate or Bachelor's Degree in a job-related area of study in order to qualify him/her to receive the additional benefits of paragraphs A or B.

D. Any employee, on or after January 1, 1990, furthering his education in an accredited institution of higher learning, and is enrolled in a course, which course is a job-related area of study, shall be paid annually five dollars (\$5.00) for each credit earned in addition to his base salary, provided he is not encompassed within paragraphs A or B above.

ARTICLE XXXIV - DRUG TESTING

The Drug Testing Policy and Procedure as set forth in the attached ordinance shall be added to the Agreement as Appendix A. It is understood that any reference to police will be appropriately revised to pertain to the employees represented by this Agreement.

ARTICLE XXXV SALARY RANGES

Emergency Medical Technicians (EMT's) shall be subject to salary ranges/rates as follows:

1. Full Timers-A new minimum salary will be \$18,720.00 to \$69,894.00 effective January 1, 2008.

2. Part Timers- A new hourly rate will range from \$9.00 to \$14.35 per hour effective January 1, 2008.

EMT's full and part timers will receive the 4.25% increase retroactive to January 1, 2005 for the years 2005, 2006 and 2007 pursuant to Article XX herein. Thereafter, beginning January 1, 2008 said employee shall receive the greater of 4.25% increase or new minimum as provided herein.

EMT Supervisors will receive a \$1.00 per hour stipend retroactive to January 1, 2006.

Communications Technician Officers (CTO's) shall be subject to salary ranges as follows:

1. Full Timers-A new minimum salary will be \$17,908.00 to \$66,220.00 effective January 1, 2008. Full timers will receive the 4.25% increase retroactive to January 1, 2005 for the years 2005, 2006 and 2007 pursuant to Article XX herein. Thereafter, beginning January 1, 2008, said employees shall receive the greater of 4.25% increase or new minimum as provided for herein.

Clerks shall be subject to salary ranges as follows:

1. Clerks-A new minimum salary will be from \$17,000.00 to \$58,858.00 effective January 1, 2008.

2. Senior Clerks- A new minimum salary will be \$19,492.00 to \$69,894.00 effective January 1, 2008.

3. Principal Clerks- A new minimum salary will be \$21,492.00 to \$80,929.00 effective January 1, 2008.

All clerks will receive the 4.25% increase retroactive to January 1, 2005 for the years 2005, 2006 and 2007 pursuant to Article XX herein.

Thereafter, beginning January 1, 2008, said employee shall receive the greater of 4.25% increase or new minimum as provided for herein.

Truck Drivers shall be subject to a new minimum salary for \$21,000.00 to \$73,573.00 effective January 1, 2008.

All truck drivers will receive the 4.25% increase retroactive to January 1, 2005 for years 2005, 2006 and 2007 pursuant to Article XX herein. Thereafter, beginning January 1, 2008, said employee shall receive the greater of 4.25% increase or new minimum as provided for herein.

All other Union titles-Minimum salary range shall be as follows:

The minimum salary range for all other Union titles not otherwise provided for in this Article shall be increased by the sum of \$3,000.00 effective January 1, 2008. All such employees will receive the 4.25% increase retroactive to January 1, 2005 for the years 2005, 2006 and 2007 pursuant to Article XX herein. Thereafter, beginning January 1, 2008, said employee shall receive the greater of 4.25% increase or new minimum as provided for herein.

ARTICLE XXXVI – SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, or any other tribunal of competent jurisdiction, then such provision and/or application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXXVII – FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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 issues, 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 and signed this Agreement.

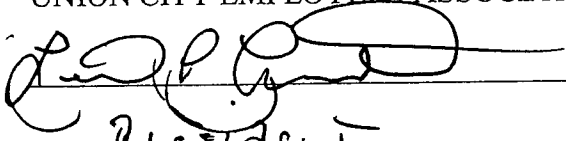
ARTICLE XXXVIII – DURATION

A. This Agreement shall become effective January 1, 2005 and shall be in effect through December 31, 2008.

B. In the event a new agreement has not been entered into at the time of the expiration of this Agreement, the terms and provisions of this Agreement shall carry over and be binding on the parties until such time as a new agreement is negotiated and adopted by the parties.

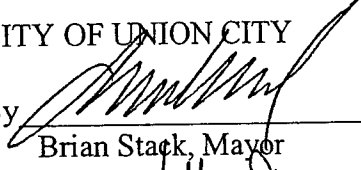
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers this day of , 2007.

UNION CITY EMPLOYEES ASSOCIATION




President

CITY OF UNION CITY

By 

Brian Stack, Mayor

ATTEST: 

, Clerk

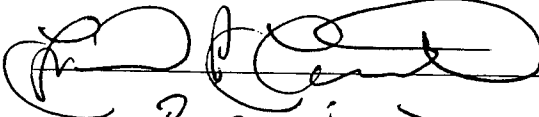
ACKNOWLEDGMENT OF ACCENTANCE and INCORPORATION
OF CONTRACT TERMS

WHEREAS, representatives of the City of Union City and the Union City Employees Association have negotiated changes and/or modifications to the Collective Bargaining Agreement between the parties, which Agreement was effective January 1, 2005 through the period ending December 31, 2008; and

WHEREAS, the Union has through the required votes of its membership, consistent with its By-Laws, ratified the Agreement; and

WHEREAS, the City of Union City accepts the changes subject only to formal resolution by the Board of Commissioners, it is on this _____ day of _____, 2007, agreed that the attached modifications to the subject Collective Bargaining Agreement shall become a part of and incorporated in the Collective Bargaining Agreement to be prepared effective January 1, 2005.

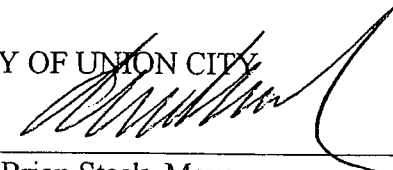
UNION CITY EMPLOYEES ASSOCIATION



President

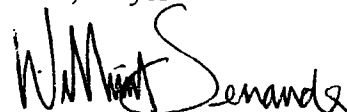
CITY OF UNION CITY

By



Brian Stack, Mayor

ATTEST:



, Clerk