

our original

AGREEMENT

between

City of Linden

And

PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

LOCAL 32 (OPEIU)

TRANSPORTATION & PARKING

January 1, 2002 through December 31, 2004

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I.	RECOGNITION	1
II.	MANAGEMENT RIGHTS	1 - 3
III.	NON-DISCRIMINATION	3 - 4
IV.	GRIEVANCE PROCEDURE	4 - 7
V.	WAGES	7
	SALARY SCHEDULE TIER 1	8
	SALARY SCHEDULE TIER 2	9
VI.	HOURS OF WORK AND OVERTIME	9 - 10
VII.	HOLIDAYS & PERSONAL DAYS	10 - 12
VIII.	VACATION	12 - 13
IX.	SICK LEAVE	13 - 15
X.	FUNERAL LEAVE	15 - 16
XI.	HEALTH INSURANCE	16 - 17
XII.	SENIORITY	17
XIII.	LEAVE OF ABSENCE	18 - 19
XIV.	JURY DUTY	20
XV.	ACCUMULATED SICK LEAVE ON DEATH OR RETIREMENT	20
XVI.	AGENCY SHOP AND DUES CHECK-OFF	21 - 24
XVII.	MAINTENANCE OF OPERATIONS	24 - 25
XVIII.	CLOTHING	25 - 26
XIX.	MISCELLANEOUS	26
XX.	SEPARABILITY AND SAVINGS	26
XXI.	FULLY BARGAINED AGREEMENT	27
XXII.	DURATION OF AGREEMENT	27

PREAMBLE

This Agreement is made effective the first day of 8/21/2001, between the City of Linden (hereinafter referred to as "City"), a Municipal Corporation, situated in the County of Union, and State of New Jersey, and Professional Employees International Union, AFL-CIO, Local 32 (OPEIU) (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 Department of Transportation and Parking in the titles of Traffic Maintenance Worker Parking Meter Collector/Repairer, Laborer, Senior Traffic Maintenance Worker.

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

ARTICLE II

MANAGEMENT RIGHTS

A. The City shall retain and reserve, without limitation, all powers, rights, authority,

duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by deploying personnel, methods and means of the most efficient and appropriate manner, and from time to time, to be determined by the City, to subcontract work performed by employees covered by this Agreement.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be solely in charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Union and to require compliance by the employees.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.
6. To lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or for other legitimate reasons (s).
7. The City reserves the right with regard to all other conditions employment, specifically not reserved, to make changes as are necessary or desirable for the efficient and effective operation of the Union.

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 judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms conform with the laws and Constitution of New Jersey and of the United States.

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

ARTICLE III

NON-DISCRIMINATION

- A. The City and the Union agree that there shall be no discrimination against any

employee because of race, creed, color, religion, sex, national origin or political affiliation.

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

ARTICLE IV
GRIEVANCE PROCEDURE ...

A. Purpose

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

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

B. Definition

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

C. Steps of the Grievance Procedure

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

Step One

An aggrieved employee or employees of the City shall institute action in writing under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to file a grievance within ten (10) calendar days shall constitute an abandonment of the grievance. The supervisor shall render a decision within ten (10) calendar days after the receipt of the grievance, or at such other time as is mutually agreed.

Step Two

If the grievance is not settled at Step One, the grievant may make a request for a second step meeting within ten (10) calendar days after the answer at Step One, to the Department Head. Failure to act within ten (10) calendar days shall constitute an abandonment of this grievance. The Department Head or designee, shall convene a meeting within

ten (10) calendar days from the date of the request, or for such other time as is mutually agreed. The second step meeting shall be between the Department Head and the Union representative, if requested by the grievant. The Department Head's answer to the second step shall be delivered to the Union within ten (10) calendar days after the meeting, or at such other time as is mutually agreed.

Step Three

If the grievance is not settled at Steps One and Two, and the grievance involves discipline of more than three (3) days, the matter may proceed to arbitration as set forth below. Disciplinary matters of three (3) days or less may be grieved through Step Two. Other Grievances (other than those noted above) involving interpretation, application or violation of this Agreement may proceed to arbitration as noted below. The Union on behalf of an employee or group of employees may file a demand for arbitration with the Public Employment Relations Commission within fifteen (15) days after receipt of the Department Head's answer at Step Two.

- (1) The arbitrator shall be selected in accordance with the rules and regulation of the Public Employment Relations Commission.
- (2) The arbitrator shall conduct a hearing and shall render his decision in writing with finding of fact and conclusions.
- (3) The arbitrator shall not add to, subtract from, modify or amend this Agreement in any way.
- (4) Only one (1) issue or grievance may be submitted to an

arbitrator unless the parties agree otherwise.

- (5) The cost of the arbitrator will be borne equally by the Union and the City and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

ARTICLE V

WAGES

A. Employees covered by this Agreement will receive a three and fifty (3.50%) percent increase for 2002 a three and fifty (3.50%) percent increase for 2003 and a four (4.00%) percent increase for 2004.

B. The Salary Schedules on pages 8 and 9 represents the salary guide for all employees covered by this agreement.

**SALARY SCHEDULE TIER 1
 JANUARY 1, 2002 THROUGH DECEMBER 31, 2004
 EMPLOYEES HIRED BEFORE JANUARY 1, 1995**

2002 SALARY GUIDE

	<u>Laborer & Traffic Maintenance Worker</u>	<u>Parking Meter Collector/Parking Meter Repair</u>	<u>Senior Traffic Maintenance Worker</u>
Minimum	32,006	40,748	30,643
1st	33,266	42,300	32,240
2nd	34,529	43,493	33,836
3rd	35,789	45,408	35,432
4th	37,050	46,957	37,029
5th	38,312	48,510	38,624
6th	39,574	50,060	40,220
7th	40,833	51,614	41,815
Maximum	42,096	53,164	44,101

2003 SALARY GUIDE

Minimum	33,126	42,174	31,716
1st	34,430	43,781	33,368
2nd	35,738	45,015	35,020
3rd	37,042	46,997	36,672
4th	38,347	48,601	38,325
5th	39,653	50,208	39,976
6th	40,959	51,812	41,628
7th	42,262	53,420	43,279
Maximum	43,569	55,025	45,645

2004 SALARY GUIDE

Minimum	34,451	43,861	32,985
1st	35,807	45,532	34,703
2nd	37,168	46,816	36,421
3rd	38,524	48,877	38,139
4th	39,881	50,545	39,858
5th	41,239	52,216	41,575
6th	42,597	53,884	43,293
7th	43,952	55,557	45,010
Maximum	45,312	57,226	47,471

**SALARY SCHEDULE TIER 2
 JANUARY 1, 2002 THROUGH DECEMBER 31, 2004
 EMPLOYEES HIRED AFTER JANUARY 1, 1995**

<u>JOB TITLE</u>	<u>YEAR</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4th</u>
Laborer	2002	10.00	11.00	12.00	13.00
	2003	10.00	11.00	12.00	13.00
	2004	10.00	11.00	12.00	13.00
Traffic Maintenance Worker	2002	11.00	12.00	13.00	14.00
	2003	11.00	12.00	13.00	14.00
	2004	11.00	12.00	13.00	14.00
Parking Meter Collector/Repairer	2002	13.00	14.00	15.00	15.50
	2003	13.00	14.00	15.00	15.50
	2004	13.00	14.00	15.00	15.50
Senior Traffic Maintenance Worker	2002	12.00	13.00	14.00	15.00
	2003	12.00	13.00	14.00	15.00
	2004	12.00	13.00	14.00	15.00

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. The work week shall consist of five (5) consecutive days, Monday through Friday inclusive. The work "day" shall be eight (8) hours exclusive of lunch.

- B. Overtime shall be defined as all time worked in excess of forty (40) hours per week and shall be paid for at time and one half.
- C. No overtime shall be worked unless first authorized by supervisor in charge.
- D. All employees, may be required to work their reasonable amount of overtime.

ARTICLE VII

HOLIDAYS

A. The following holidays will be recognized:

1. New Year's Day
2. Martin Luther King Day (3rd Monday in January)
3. Lincoln's Birthday
4. Presidential Birthday (3rd Monday in February)
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election
11. Veterans Day
12. Thanksgiving Day
- * 13. Day after Thanksgiving
14. Christmas Day

(* employees who work this skeleton day will have the following Monday as a Holiday.)

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

C. If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. The Monday Holiday Law will be observed for all holidays so designated.

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

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

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

G. All employees shall be entitled to two (2) personal days each year.

Employees must request personal days in advance and granting of personal days will be solely at the discretion of the Department Head. All personal days must be taken before the end of the calendar year. No payments will be made in lieu of unused personal days.

ARTICLE VIII

VACATION

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

Continuous Service

Vacation

First Year

One working day per month up to December 31

Two-Five Years

Twelve working days

Six-Ten Years

Fifteen working days

Eleven-Twenty Years

Twenty working days

Twenty-One Years and Over

Twenty-five working days

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

C. All vacations shall be taken during the current year and vacation time shall not be permitted to be accrued. Vacation time will be granted at the discretion of the Department Head. Any unused vacation may be carried into the succeeding year only upon a written request prior to year end, and with the approval of the Department Head and City Council.

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

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

ARTICLE IX

SICK LEAVE

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

B. Employees in their first calendar year of employment shall be entitled to one (1) day of sick leave for each month of service. All employees with more than one (1) calendar year of service shall be eligible for fifteen (15) sick days per year to be earned and accumulated at the rate of one and one-fourth (1 1/4) days per month.

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

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

E. During protracted periods of illness or disability of an employee, the department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a City medical physician.

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

G. Long-term disability - In the case of a long-term personal illness during pregnancy-disability leave, employees may utilize earned leave time (sick, vacation,

personal, administrative, or compensatory) but shall not be required to exhaust accrued leave before taking a leave without pay. The employee must exhaust all accrued sick leave prior to being eligible for New Jersey Temporary Disability Insurance.

H. Sell back sick leave - Any employee after accumulating thirty (30) days earned sick leave, may at his/her discretion sell back sick leave days during the period of January 1st through January 15th of the succeeding year at their 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. For purpose of computing the value of a sick day, the employees base rate of pay is divided by 260.

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 be paid in full for the time lost through the day of the funeral not to exceed three (3) consecutive work days (one of which will be the day of death or day of funeral) to attend to arrangements, services, or funeral. This three(3) days funeral leave provision also

applies in the event of a death of any other relative if such relative resides with the employee.

B. Consideration shall be given an employee to extend funeral leave after the day of the funeral to the maximum three (3) days leave permitted with pay, or to a maximum of seven (7) calendar days, with the days beyond three (3) to be without pay. With the prior approval of the Department Head, time on the books may be used for funeral leave.

C. 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 benefit and/or loss of pay.

ARTICLE XI

HEALTH INSURANCE

A. All bargaining unit employees covered by this Agreement and their eligible dependents shall be entitled to full coverage for health insurance, including Rider "J", and Major Medical, the premiums of which paid for by the City. Additionally, upon retirement, all employees and their eligible dependents shall be entitled to all health benefits as provided through Chapter 88 Public Laws of the State of New Jersey--1974, as it exists and may be amended.

B. The City shall provide all employees and their eligible dependents with dental care plan, vision care plan and prescription drug plans. Effective December 31,

2000 the prescription co-payment shall be increased to \$5.00 for generic drugs and \$10.00 for name brand drugs. The entire cost of premiums to these benefit plans will be paid by the City.

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

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

ARTICLE XII

SENIORITY

Seniority is defined as the employees total length of continuous service with the City, beginning with his last date of hire. Seniority is defined in this Agreement shall be utilized for the purpose of selection of vacations and in making lay-offs and recalls providing the employee has the ability to do the work.

ARTICLE XIII

LEAVE OF ABSENCE

A. Unpaid Leave

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

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

B. Maternity Leave

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

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

3. Maternity leave, when granted, shall be without pay, or employee may

use accumulated sick time.

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

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

C. Military Leave

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

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

ARTICLE XIV

JURY DUTY

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

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

ARTICLE XV

ACCUMULATED SICK LEAVE ON DEATH OR RETIREMENT

A. Payment for accrued sick leave will be made only upon retirement or death. Employees will be granted one (1) day of base pay for every three (3) days accumulated sick leave upon retirement, or to the beneficiary, upon death, not to exceed a maximum of Ten Thousand dollars (\$10,000.00).

B. For purpose of computing the value of a sick day at retirement or death, the employees base rate of pay is divided by 260.

ARTICLE XVI

AGENCY SHOP AND DUES CHECK-OFF

A. Representation Fee

The City agrees to deduct a fair share fee from the earnings for 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 (30) 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 reemployment 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 implication, 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 who dues have been deducted, shall be remitted to the Secretary-Treasurer, Local 32 (O.P.E.I.U) 2013 Morris Avenue, Union, NJ 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

and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards as furnished by the Union to the City or in reliance upon the official notification on the letterhead of the Union signed by the President of the Union advising of such changed deduction.

ARTICLE XVII

MAINTENANCE OF OPERATIONS

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

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

C. The Union agrees that it will do everything in its power to prevent its member from participating in any strike, work stoppage, slowdown or other activities

aforementioned, or support any such action by any other employee or group of employees of the City, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this agreement shall entitle the City to take any disciplinary action up to and including termination of the employment of such employee or employees.

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

ARTICLE XVIII

CLOTHING

A. Clothing Allowance

Each employee shall be entitled to \$200.00 a year for the purchase of clothing.

B. Clothing Maintenance

Each employee shall be paid a twenty-five dollar (25.00) clothing maintenance allowance.

C. Work Shoes

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 and employe a maximum of eighty dollars (\$80.00).

ARTICLE XIX

MISCELLANEOUS

A. Shop Stewards

There will be one (1) recognized Union Shop Steward. The Union will furnish the City with the name of the Shop Steward within fifteen (15) days of the signing of this Agreement and will there after notify the City promptly of any changes.

B. Bulletin Boards

Space on Bulletin Boards will be available for Union business notices at 20 West Stimpson Location.

ARTICLE XX

SEPARABILITY AND SAVINGS

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

ARTICLE XXI

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 negotiate or signed this Agreement.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2002 and shall remain in effect to and including December 31, 2004, without any reopening date. This Agreement shall continue in full force and effect from year to year 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 *21st day of Aug.* 2001.

**PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 32**

CITY OF LINDEN



Union Representative
O.P.I.E.U.



Mayor

ATTEST: *Constance L. DeKawich*