

Contract # 1894

AGREEMENT

PUBLIC EMPLOYEE'S SERVICE UNION, LOCAL #702

AND

CITY OF LINDEN, NEW JERSEY

JANUARY 1, 1993 TO DECEMBER 31, 1994



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THIS AGREEMENT made this **day of** **1993**, by and between the CITY OF LINDEN, NEW JERSEY, hereinafter referred to as the "CITY" and PUBLIC EMPLOYEE SERVICE UNION, LOCAL #702, hereinafter referred to as the "UNION". The effective date of this Agreement is January 1, 1993 and terminating 1994.

WITNESSETH:

WHEREAS, the parties hereto have resolved their differences as raised in their negotiations, the CITY and the UNION agree as follows:

1. RECOGNITION

The CITY OF LINDEN recognizes PUBLIC EMPLOYEE SERVICE UNION, LOCAL #702, as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits, and other terms and conditions of employment.

2. SCOPE OF BARGAINING UNIT

a. This Agreement covers all employees of the Department of Public Works including: TRUCK DRIVERS, HEAVY EQUIPMENT OPERATORS, LABORERS, SANITATION LABORERS, MECHANICS, SENIOR MECHANICS, MECHANIC HELPERS, GARAGE ATTENDANTS, EQUIPMENT OPERATOR SWEEPER, SENIOR TREE TRIMMERS, PUBLIC WORKS TRAINEE, PUBLIC WORKS REPAIRMAN, WELDERS, AND BODY AND FENDER REPAIRER employed by the CITY and excluding: managerial executives, professional employees, supervisors within the meaning of the Act, clerical employees, craft employees, and policemen.

b. Supervisors and other excluded personnel shall not be permitted to perform work normally performed by employees covered by this Agreement except for purposes of instruction or in cases of emergency.

c. The CITY agrees that it will not contract out or assign substitutes to any work

if such work can be done by the employees in the bargaining unit within the time such work is required to be completed. The CITY will, however, contract for snow removal, flood control, specialty work that cannot be performed by reason of employee skills or proper equipment, and for reasons of efficiency or economy.

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

3. UNION SECURITY

a. The UNION shall furnish the CITY with a complete list of all employees who are members in good standing of the UNION as of the date of this Agreement and such persons shall continue as members in good standing of the UNION for the duration of this Agreement. Employees who in the future elect to join the UNION shall continue as members in good standing for the duration of this Agreement.

b. The CITY agrees that dues deduction authorizations shall be irrevocable for the term of the current Agreement, and the term of each succeeding Agreement, unless an employee gives the CITY written notice to revoke his or her authorization to deduct union dues. In such event, the deduction of dues shall be halted one (1) year from that date of the revocation notice, or at the end of the term of the Agreement then in effect, whichever first occurs.

c. Upon completion of the probationary period, all employees shall be added to dues check-off list at 85 percent (85%) of the union dues until such time as they choose to become members of the UNION.

4. DUES CHECK-OFF

a. The CITY agrees to deduct established union dues from the pay of each

included in determining length of service.

(5) Longevity pay shall be considered as part of base wages, for the purpose of computing Overtime Pay, Holiday Pay, Vacation Pay, Sick Pay and Retirement. Entitlement of longevity is based on the employee's initial date of hire.

(6) Employees hired after January 1, 1975 will not be entitled to longevity pay. The longevity provisions contained herein will continue in full force and effect for all employees hired prior to January 1, 1975.

c. Any position not covered in Section 35, Classification And Wages or any positions which may be established during the life of this Agreement shall be subject to rate of pay negotiations between the CITY and the UNION.

d. The CITY agrees to pay wages earned on a weekly basis which will include wages for overtime hours.

e. Employees will be paid by check every week.

f. Employees will be paid during working hours. When pay day falls on a Holiday, then the preceding day will be pay day.

6. HOURS OF WORK

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

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

c. Employees assigned to Parks, Roads, and Sewer Departments, City Landfill,

Automotive Mechanics and Repair Group, Heavy Equipment and all Garage Helpers will work from 8:00 a.m. to 4:30 p.m. Monday through Friday.

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

e. The CITY may assign two (2) Laborers to work 4:00 p.m. to 12:00 midnight; one to work Monday through Friday, the second Saturday through Wednesday.

The CITY may also assign two (2) Laborers to work 11:00 p.m. to 7:00 a.m. Monday through Friday for the purpose of sweeping streets in the business districts of the municipality.

f. While assigned to the 4:00 p.m. to 12:00 midnight and 11:00 p.m. to 7:00 a.m. work shifts described in Subparagraphs d. and e. above, employees shall receive thirty (30) cents per hour for each hour worked in addition to their regular hourly rate of pay.

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

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

6A. LUNCH PERIODS, OVERTIME LUNCHES AND COFFEE BREAKS

a. All employees working between the hours of 7:00 a.m. and 4:30 p.m. will be granted an unpaid one-half ($\frac{1}{2}$) hour lunch period between 11:00 a.m. and 1:00 p.m.

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

c. The CITY will allow a one-half ($\frac{1}{2}$) hour paid lunch period to any employee working in excess of ten (10) consecutive hours and an additional one-half ($\frac{1}{2}$) hour paid lunch period after each subsequent four (4) hour work period.

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

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

7. PREMIUM PAY

a. One and one-half ($1\frac{1}{2}$) times the straight time rate of pay shall be paid for all work:

- (1) Performed in excess of eight (8) hours in any twenty-four (24) hour work period.
- (2) Performed prior to start time.
- (3) Performed after quitting time.
- (4) Performed on the first scheduled day of rest.

b. One and one-half ($1\frac{1}{2}$) times the straight time hourly rate of pay shall be paid for work performed on a Holiday in addition to Holiday pay.

c. Two (2) times the straight time hourly rate of pay shall be paid for all work performed on an employee's second scheduled day of rest.

d. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

e. Overtime either worked or refused by an individual employee shall be posted on the city's bulletin board on a weekly basis. An employee will be charged with having worked overtime if he cannot be reached by telephone. The CITY will in such cases note the time the telephone call was placed.

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

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

8. HOLIDAYS

a. Each of the following Holidays are recognized by the CITY and shall be paid as eight (8) hours at the straight time hourly rate without performing work:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	General Election Day
Memorial Day	Christmas Day
Independence Day	Two (2) Personal Days

New employees will be eligible for one (1) personal day off with pay after six months of active employment, and one (1) personal day off with pay after one (1) year of active employment. Subsequent to one (1) year of active employment, an employee will be immediately eligible for the prescribed second personal day off per calendar

year, if not already received. The CITY shall grant the personal day requested provided operations permit. A request for the personal day off may be denied unless the request is made a minimum of three (3) days in advance.

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

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

9. VACATIONS

a. Vacation entitlement shall be based upon the following schedule:

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

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

c. In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation, the next

scheduled working day following the vacation period.

d. Vacations shall be selected by December 15th of each year and scheduled by the CITY no later than March 1st of the following year.

e. Senior employees shall be given preference in the selection of vacation periods within their particular classification.

f. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee, on a minimum of ten (10) working days advance notice.

g. New employees will receive six (6) working days vacation upon completion of six (6) months credited service. For the purpose of this agreement credited service shall be defined as the period of time an employee receives full pay for city employment.

h. On January 1st following the first full year of credited service, an employee will be entitled to twelve (12) working days vacation regardless of his date of hire, and will be eligible each January 1st thereafter to vacation entitlement in accordance with Paragraph A. hereof.

10. FUNERAL LEAVE

a. In the event of a death in an employee's immediate family, namely: spouse, children, brother, sisters, parents, parent-in-law, brother-in-law, sisters-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) work days to attend to arrangements, services, or funeral. This three (3) day 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) day leave permitted with pay, or beyond to a maximum of seven (7) calendar days, the remaining number of days without pay.

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 benefits and/or loss of pay.

11. JURY DUTY

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

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

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

12. MILITARY LEAVE

a. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto shall be granted all rights and privileges provided by the Act.

b. An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance.

13. SICK LEAVE

For the purposes of this Agreement, sick leave shall be defined as paid leave

granted to an employee who through sickness or injury becomes incapacitated to a degree that would cause a hardship for the employee to perform the duties of his or her assigned job, or who is quarantined by a licensed physician because of exposure to a contagious disease.

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

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

After one (1) year of active employment, the difference between sick leave earned during that calendar year and fifteen (15) days will be credited to the employee.

c. Unused sick leave days shall be cumulative from year to year without limit.

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

e. Employees requiring sick leave in excess of what is provided above will be considered for additional sick leave.

f. An employee who has been absent on sick leave for periods totalling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences at one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

g. Upon retirement, death or layoff only, an employee, his heirs or estate will be paid one (1) day of base pay for each three (3) days of the first two hundred one (201) days of accumulated earned sick leave, and one (1) day of base pay for each two (2)

days of accumulated earned sick leave over and above two hundred one (201) days to a maximum total reimbursement of nine thousand five hundred dollars (\$9,500.00).

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

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

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

14. LEAVE OF ABSENCE

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

b. The UNION will give at least twenty-four (24) hours notice for such a request.

15. HEALTH-CARE INSURANCE PROGRAM

a. The CITY shall provide each employee at the CITY'S own cost and expense the following Health Care Insurance with dependent coverage:

1. Blue Cross-Blue Shield Plan of N.J. - 14/20 Fee Schedule
2. Major Medical
3. Dental Care
4. Vision Care
5. Prescription Drug (co-pay Generic \$3.50, Brand Name \$5.00)

b. Disability Benefits coverage under the New Jersey Division of Unemployment and Disability Insurance Program. It is mandatory for all employees to participate in the payment of premiums to said Temporary Disability Insurance to the extent dictated solely by the New Jersey Division of Unemployment and Disability.

c. The CITY will provide all employees with Workers Compensation Insurance.

16. GROUP INSURANCE AND PENSIONS

a. Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System.

17. UNIFORMS AND SAFETY EQUIPMENT

a. Effective January 1, 1994 a uniform service will be instituted; the service vendor to be determined. The initial uniforms will be: 11 sets shirts - 11 sets pants - 2 jackets - 2 liners.

b. Employees classified as Senior Mechanics, Mechanics, Mechanics Helper, Body & Fender Repairer, Welder, and two (2) Laborers assigned to servicing department automotive equipment shall have the option of selecting either a three hundred dollar (\$300.00) work uniform allowance, or no later than the first week in January of each year, five (5) sets of uniforms with laundry service.

c. The CITY shall approve on a fair wear and tear basis, the replacement of each employee's safety work shoes. Upon the presentation of the worn or damaged work shoes and a bona fide sales slip for a new pair of safety work shoes, the CITY shall reimburse and employee a maximum of eighty dollars (\$80.00).

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

selective need basis as determined by the CITY.

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

18. SENIORITY

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

(1) Seniority is the employee's total employment service and is determined by his initial date of hire by the CITY.

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

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

19. NOTIFICATION TO THE UNION

a. The CITY will notify the UNION in writing of any promotions, demotions, transfers, lay-offs or terminations and of newly hired employees.

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

c. All written notifications shall be sent to:

Secretary-Treasurer
ISST
71 E. Cherry Street
Rahway, N.J. 07065

with copies to the UNION Shop Steward.

20. PROMOTIONS, DEMOTIONS AND TRANSFERS

a. It is the intention of the CITY to fill job vacancies from within the bargaining unit whenever possible before hiring new employees.

b. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

c. Notice of all job vacancies shall be posted on the bulletin board and will include job title, labor grade, and a brief description of job duties including qualifications and necessary skills. Those employees who make application during the posting period will be considered for the job. The posting period shall be eleven (11) work days.

d. Temporary promotions shall be offered to the most senior qualified employee who bids for the job in accordance with the attached promotional chart.

e. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of three (3) months. In the event the employee does not successfully pass this three (3) month trial period, such employee shall be given his former position without any loss of seniority or pay.

21. LAY-OFFS AND RECALL

a. The CITY may reduce the work force for reasons of economy, efficiency or a permanent lack of work.

b. If the reduction of the work force becomes necessary, employees will be

laid off in the order of least Department of Public Works seniority, provided essential jobs vacated by a lay-off can be filled by remaining employees qualified to perform the job or jobs.

c. Notice of such lay-offs shall be given forty-five (45) days before the scheduled lay-off.

d. Laid off employees with five (5) or more years of employment service will be granted four (4) weeks severance pay.

e. Any employee laid-off shall be placed on the recall list for one year.

f. The CITY, upon rehiring, shall do so in the order of seniority entitlement. Under no circumstances shall the CITY hire from the open market while employees on the recall list are capable to perform the duties of the vacant position are ready, willing, and able to be re-employed.

g. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such employee.

22. DISCHARGE AND DISCIPLINE

a. The CITY shall not discharge or suspend any employee without just cause.

b. Before any employee is disciplined, suspended, or discharged, there shall be a conference held between the UNION and the CITY.

c. All disciplinary actions must be reduced to writing and a copy of such letter shall be given to the employee, the UNION at its office, and the Shop Steward.

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

e. "The UNION and the CITY maintain that habitual offenders of the city's rules and regulations, departmental rules and regulations, Civil Service rules and regulations,

shall be given an opportunity to improve their work habits. An habitual offender is defined as an employee who commits three (3) offenses of the same or similar nature. Once an employee is classified as habitual he will be given a final written warning. Any further offense or offenses may result in permanent discharge of said habitual offender.

23. PICKET LINES

a. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property or refuses to go through or work behind any picket line where a labor dispute is directly related to this Agreement.

24. SAFETY PROGRAM

a. The CITY shall establish, promote and enforce a Safety Program to safeguard the Health, Life and Limbs of its employees and to properly maintain its equipment in such a manner which will insure safe operation. There shall be a joint Union-Management Safety Committee comprised of two (2) employees designed by the UNION and two (2) management employees. The purpose of the committee is to review items relating to safety and to make recommendations to promote safety.

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

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

d. The CITY shall make available clean and adequate wash and toilet facilities.

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

f. The CITY will have a safety engineer or representative from the city's

insurance company perform a safety audit of the Public Works Garage a minimum of two times per year.

25. OTHER CONDITIONS

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

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

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

d. The CITY agrees not to deduct wages from time spent by an employee during regular work hours to receive medical treatment arising from an on-the-job injury. Such employee shall return to work upon completion of medical treatment whenever it is possible to do so.

e. The CITY agrees to provide annually at no cost to employees flu shots, providing the administration of shots is done on the employee's own time. The UNION shall provide the CITY with a list of the employees requesting the shots and the CITY shall determine the doctor, place and time.

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

The CITY further agrees not to arbitrarily or unreasonably fill temporary Sanitation Laborer vacancies by assigning the same individual continually.

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

g. The CITY will provide the UNION with an intended minimum manning schedule which may be changed from time to time at the discretion of the CITY.

26. GRIEVANCE AND ARBITRATION PROCEDURE

a. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties involving interpretation or application of any provisions of this Agreement.

b. An aggrieved employee shall present his grievance, in writing, within ten (10) days of its occurrence or such grievance will be deemed waived.

c. In the event of such grievance, the steps hereafter set forth shall be followed:

STEP 1: The employee and the steward or the employee individually, but in the presence of a steward shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within three (3) working days the employee or the steward may forward the grievance to the next step in the procedure.

STEP 2: The Steward will discuss the grievance with the head of the department or his designee. In the event the grievance may be appealed at the next step.

STEP 3: Within thirty (30) calendar days of the UNION'S notification of the unsatisfactory resolution of a grievance in Step 2, members of the City Council Department of Public Works Committee, Director of Public Works, Administrative Assistant to the Director of Public Works, the City's Labor Negotiator, the aggrieved

employee and a maximum of four (4) representatives of the Union shall meet to resolve the grievance.

The CITY shall advise the UNION in writing of its decision to the grievance within fourteen (14) calendar days of such meeting.

In the event the CITY'S decision is unsatisfactory, the UNION may petition N.J. P.E.R.C. to arbitrate the grievance.

All decisions of a P.E.R.C. appointed arbitrator will be final and binding upon the CITY and the UNION.

d. If, at any time the aggrieved appeals his grievance before the Civil Service Commission, then from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.

e. If, in any of the foregoing steps, either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration. Either party may grant an extension of time to respond at any step in the aforementioned procedure. A request to grant such extensions shall not be unreasonably withheld.

f. It is intended that all differences between the CITY and the UNION shall be settled through the Grievance and Arbitration provisions of this Agreement. Therefore, the CITY agrees that it will not lock out its employees and the UNION agrees that it will not sanction a strike, slow downs, or work stoppage during the life of this Agreement.

g. It is further agreed that an arbitrator may in no way change, modify, add to, or delete any provision of this Agreement or any signed supplemental Agreement.

27. SHOP STEWARDS

a. The CITY recognizes the right of the UNION to designate a single Shop Steward and a single Shop Steward Alternate.

b. The authority of the Shop Steward and alternate so designated by the

UNION shall be limited to, and shall not exceed the following duties and activities:

(1) The investigation and presentation of grievances.

(2) The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers.

c. The Shop Steward and alternate have no authority to take strike action or any other action interrupting the city's business.

d. The Shop Steward and alternate shall be permitted to investigate, present, and process grievances without loss of time or pay. Such time spent in handling grievances shall be within reasonable limits and shall be considered working hours in computing daily and/or weekly overtime.

e. The Shop Steward or alternate shall obtain permission to leave his job assignment from his supervisor. The Supervisor shall give such Shop Steward or alternate an "Off-The-Job" slip, providing departmental operations are not unreasonably affected. It is not the intent of the CITY to prevent the Shop Steward or alternate from carrying out their duties or responsibilities.

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

28. VISITATION RIGHTS

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

and aims of this Agreement.

29. BULLETIN BOARDS

a. The CITY agrees to provide a suitable bulletin board for the exclusive use by the UNION to post official notices relating to meetings and other union affairs.

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

c. Any notice of a political or personal nature, or of a matter unrelated to UNION affairs shall be subject to immediate removal.

30. NON-DISCRIMINATION

a. Neither the CITY nor the UNION will discriminate against any employee or those seeking employment because of race, color, creed, sex, or national origin, nor because of membership or non-membership in any church, society or fraternity.

31. MANAGEMENT RIGHTS

a. Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities, and rights reserved to the employer, among which are the direction and operation of the Department of Public Works, the types of work to be performed, the work assignments of employees, the machinery, tools, and equipment to be used, hours of work, the right to hire, promote, transfer, discipline, or discharge employees for just cause and the making and enforcing of reasonable rules and regulations for discipline and safety of its employees.

32. SEPARABILITY

a. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

b. It is further provided that nothing herein shall be construed to deny to any individual employee his rights under State or Federal laws.

33. MAINTENANCE OF STANDARDS

a. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors by the Employer or the UNION in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

34. TERM OF AGREEMENT

This Agreement shall be effective from January 1, 1992 to December 31, 1992 inclusive and thereafter until terminated or amended by either party giving the other party sixty (60) days prior written notice of its intent to terminate or amend. The party giving such notice shall submit in writing any proposed amendments it desires.

35. CLASSIFICATION AND WAGES

1. An employee in a particular classification who does not receive the maximum rate of pay for the classification to which he is assigned shall receive the next higher increment rate at the end of each twelve month period of employment until the employee receives the maximum rate of pay for his classification. Whenever a general wage increase is granted, it shall be in addition to any increment entitlement.
2. All drivers and laborers shall receive the Sanitation Truck Driver and Sanitation Laborer hourly rates of pay only when assigned to a sanitation truck to collect garbage. Also, all truck drivers and laborers assigned to driving snow plowing equipment during the emergency period of a snow storm shall receive the Sanitation Truck Driver rate of pay.
3. The pay schedule as listed below represents employees hourly rates effective

January 1, 1993 thru January 1, 1994.

SALARY SCHEDULE

<u>JOB TITLE</u>	<u>YEAR</u>	<u>START</u>	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>
Senior Mechanic	1993	18.00	18.22	18.22	18.38
	1994	18.81	19.04	19.04	19.21
Mechanics	1993	15.60	16.12	16.67	17.17
	1994	16.30	16.85	17.42	17.94
Mechanics Helper	1993	14.15	14.68	15.16	15.62
	1994	14.79	15.34	15.84	16.32
Garage Attendant	1993	12.99	13.43	13.87	14.35
	1994	13.57	14.03	14.49	15.00
Heavy Equipment Operator	1993	15.97	16.47	17.04	17.54
	1994	16.69	17.21	17.81	18.33
Motor Broom Driver	1993	15.42	15.94	16.44	16.95
	1994	16.11	16.66	17.18	17.71
Sanitation Truck Driver	1993	15.67	16.10	16.63	17.10
	1994	16.38	16.82	17.38	17.87
Truck Driver	1993	14.43	14.94	15.46	16.74
	1994	15.08	15.61	16.16	17.50
Sanitation Laborer	1993	14.75	15.25	15.84	16.37
	1994	15.41	15.94	16.55	17.11
Laborer	1993	13.50	14.07	14.57	15.10
	1994	14.11	14.70	15.23	15.78
Senior Tree Trimmer	1993	15.42	15.94	16.44	17.12
	1994	16.11	16.66	17.18	17.89
Welder	1993	18.00	18.22	18.22	18.38
	1994	18.81	19.04	19.04	19.21
Body & Fender Repairer	1993	15.60	16.12	16.67	17.17
	1994	16.30	16.85	17.42	17.94
Public Works Repairman	1993	13.28	14.00	14.69	15.37
	1994	13.88	14.63	15.35	16.06
Public Works Trainee	1993	12.75	13.43	14.12	14.78
	1994	13.32	14.03	14.76	15.45

4. The Senior Laborer, a position assigned at the sole discretion of the Superintendent of Public Works, shall receive a differential of fifty cents (50¢) per hour above the Laborer rate of pay.
5. The Recycling Labor, a position assigned at the sole discretion of the Superintendent of Public Works, shall receive a differential of seventy cents (70¢) per hour above the Laborer rate of pay.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

P.E.S.U. UNION

CITY OF LINDEN

BY: Gregory Feeny

BY: John T. Gregorio
JOHN T. GREGORIO, MAYOR

DATE: 2/14/94

DATE: 12-22-93

BY: Val D. Imbriaco
VAL D. IMBRIACO, CITY CLERK

DATE: 12-22-93

Certified to be a true and exact copy.

Val D. Imbriaco

City Clerk, City of Linden, N. J.
Date: FEB 14 1994
