



# ISST

International Society of Skilled Trades

PUBLIC WORKS  
CONTRACT  
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PREAMBLE

This is an Agreement by and between the City of Rahway, New Jersey, hereinafter referred to as the "Employer and the International Society of Skilled Trades, hereinafter referred to as the "ISST" or the "Union". The effective date of this agreement is January 1, 1984.

ARTICLE 1 RECOGNITION

1. The Employer recognizes the ISST as the sole and exclusive bargaining agent for all employees covered by this agreement, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.

2. The provisions of this agreement shall apply to all accretions to the bargaining unit(s), including but not limited to, new job classifications or groups of employees not presently provided for, newly established or acquired facilities and/or consolidation of facilities.

3. Excluded from the bargaining unit are all professional, watchmen, guards, office clericals and other employees excluded under the Public Employment Relations Act. Included are all employees of the Department of Public Works employed by the City of Rahway.

ARTICLE 2 SUPERVISORY & OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this agreement. However, this provision shall not restrict the employer from making temporary work assignments for the purposes of training or for temporary emergency needs, but this provision shall not be used by the Employer to circumvent the terms of this agreement or to deny employees the opportunity to earn wages.

ARTICLE 3    TRANSFER OF TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

ARTICLE 4    DUES CHECK-OFF

1. The Employer agrees that it will, on a twelve (12) week per quarter basis, deduct the union dues from the pay of each member and transmit the same with a list of such members to the Treasurer of the ISST within ten (10) days after the dues are deducted.

2. After a member has completed the probationary period, the Employer agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as above set forth.

3. The Union agrees to furnish written authorization, in accordance with law, from each member authorizing these deductions.

4. The Union will furnish the Employer a written statement of the dues and initiation fees to be deducted. The Union agrees to indemnify and hold the City harmless from and against any and all claims arising out of this provision.

5. Pursuant to State law, a service fee of 85% of union dues shall be paid by members of the unit who are not members of the Union.

ARTICLE 5    MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a provision of applicable law and a provision of this contract, the City of Rahway reserves and retains, solely and exclusively, all of its statutory and common law rights to manage the operation of the Department of the City of Rahway, as such rights existed prior to this or any other agreement with the Union. The sole and exclusive rights of the City of Rahway shall include, but are not

Article 5, cont'd

limited to, its rights to determine the existence or non-existence of needs or facts which are the basis for the existence or structure of any Department; rights to management decisions, establishing or continuing policies, practices or procedures for the conduct of any Department and their services to the citizens of Rahway, and from time to time, to change or abolish such practices or procedures; to comply with the public's "right to know" and establish accountability methods, such as electronic or mechanical time-worked recording devices, as the efficient governing of the City and the aforesaid compliance require; its right to determine, and from time to time, redetermine the number, locations and types of its officers and employees or to discontinue any performance by officers or employees of the City of Rahway; to determine the number of hours per day or week any operation of any Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by the Departments and City management authorities; to establish training programs and upgrading requirements for employees; to establish and change work schedules and assignments; to transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to establish, continue, alter and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; and to otherwise take such measures as may be determined as necessary for the orderly and efficient operation of City Departments and City government in general, and for the public health, safety and welfare, provided that nothing herein shall prevent an employee from presenting a grievance for an alleged violation of any specific article or term of this agreement.

ARTICLE 6    INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule.

ARTICLE 7    JOB STEWARDS

1. The Employer recognizes the right of the Union to designate one (1) job steward and one (1) alternate, each for the Division of Public Works and the Division of Water.

2. The authority of the job steward and the alternate, so designated by the Union, shall be limited to, and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b. The collection of dues when authorized by appropriate union action;
- c. The transmission of messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:
  1. Have been reduced to writing, or;
  2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Article 7, cont'd

3. Job steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business.

4. The Employer recognizes these limitations upon the authority of the job steward and alternate and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the job steward or alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this agreement.

5. The steward shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be during normal working hours, and after receiving approval from the immediate superior, which approval shall not be unreasonably withheld, and such hour shall be considered working hours in computing daily and/or weekly overtime.

6. The Union shall notify the City, in writing, as to the names of the shop steward and alternate and any changes as they occur. Upon written notification to the City, the shop steward or alternate may be given leave with pay to attend ISST seminars, educational functions or conventions, not to exceed a total of six (6) days in any one (1) year.

ARTICLE 8 GRIEVANCE PROCEDURE

1. A grievance within the meaning of this agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto, relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this agreement.

Article 8, cont'd

2. An aggrieved employee shall present his grievance, in writing, to the Employer within twenty (20) days of its occurrence or such grievance will be deemed waived.

3. In the event 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 involved. In the event the grievance is not satisfactorily adjusted within three (3) working days, the grievance may be appealed at the next step.

Step 3. - The Union representative and the Employer representative or any such designated person shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by either party, upon notice to the other party.

4. If, at any time, the aggrieved employee 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.



Article 8, cont'd

5. 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.

ARTICLE 9 ARBITRATION

In the event the City's decision, regarding the grievance, is unsatisfactory, the Union may petition the NJ-PERC to arbitrate the grievance. All decisions of a PERC appointed arbitrator will be final and binding upon the City and the Union. The expenses of the arbitration shall be borne equally by the parties to this agreement. The arbitrator shall not have the power to, in any way, add to, delete from or modify this agreement.

ARTICLE 10 NO STRIKE - NO LOCKOUT

Both parties agree to settle any differences through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike or any other action interrupting the Employer's business, and the City agrees that it will not lock out its employees during the term of this agreement.

ARTICLE 11 SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money, including vacation pay, due the employee. Upon quitting, the Employer shall pay all money due to the employee, including vacation pay, on the payday in the week following such quitting.

ARTICLE 12 DISCHARGE OR SUSPENSION

1. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee, in writing, of his discharge

Article 12, cont'd

or suspension and the reason therefore. Such written notice shall also be given to the shop steward, and a copy mailed to the Union office within one (1) working day from the time of the discharge or suspension.

2. In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee, in writing when it is practicable to do so, and a copy of the same to the Union and the shop steward. The warning notice, as herein provided, shall not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

3. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) days from the date of discharge and/or suspension.

4. Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as herein set forth.

ARTICLE 13 UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 14   NON-DISCRIMINATION

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

2. Any employee member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such officer of the Union, so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 15   WORK ASSIGNMENTS

1. The Employer agrees to respect the jurisdictional rules of the Union, shall not direct or require their employees or persons other than the employees in the bargaining unit involved to perform work which is recognized as the work of the employees in said unit.

2. The Employer agrees to not direct or require an employee to perform any work other than the work prescribed of the individual employee classification, unless otherwise specifically provided for in this agreement; however, this provision shall not restrict the Employer from making temporary emergency needs, but this provision shall not be used by the Employer to circumvent the terms of this agreement or to deny employees the opportunity to earn wages.

ARTICLE 16 SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this agreement, the Employer agrees that no work or services of the kind, nature or type presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees for the purpose of eliminating jobs or replacing employees in the bargaining unit. Reference is hereby made to a contract by and between the City of Rahway, New Jersey and James Petrozello Company, Inc., dated November 28, 1975. The Employer hereby agrees that for as long as Article 26C of that contract shall be in force, there will be no layoff of employees for lack of work.

ARTICLE 17 NOTIFICATION TO THE UNION

1. The Employer will notify the Union, in writing, of all promotions, demotions, transfers, suspensions and discharges. The Employer will notify the Union, in writing, prior to layoff.
2. The Employer will provide the Union with an updated list of covered employees, showing name, address, classification and social security number.
3. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE 18 PROBATIONARY PERIOD

All newly hired permanent employees shall serve a probationary period of ninety (90) calendar days, except for laborers, which shall be 120 calendar days. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this agreement.

ARTICLE 19 SENIORITY

1. Seniority shall mean a total of all periods of permanent employment within the department covered by this agreement.

2. An employee shall lose seniority rights for any one of the following reasons:

- a. Voluntary resignation;
- b. Discharge for just cause;
- c. Failure to report to work for five (5) working days. (The Employer may require substantiating proof of illness or accident.)

ARTICLE 20 LAYOFFS & RECALL

1. The Employer may reduce the working force, only due to lack of work. When the Employer reduces the working force, the employee in the classification affected by the layoff, who has the least departmental seniority, shall be laid off first, provided the remaining employees, within that classification, have the experience, skill and ability to perform the remaining work, without training.

- a. All layoffs should be in accordance with any approved seniority rights, provided by existing statutes.
- b. Notice of such layoffs will be given at least forty-five (45) days before the scheduled layoff.
- c. All laid off employees shall have preference for re-employment for a period of life.
- d. The Employer shall rehire laid off employees in the order of greatest employment seniority, in accordance with rehiring provisions and any approved seniority

Article 20, cont'd

rights, provided by existing statutes. Under no circumstances, whatsoever, shall the Employer hire from the open labor market while any employee has an unexpired term of preference for re-employment, who is ready, willing, qualified and able to be re-employed.

- e. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE 21 PROMOTIONS & TRANSFERS

1. The bargaining unit shall be composed of promotional units by department.

2. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade. It is the intention of the Employer to fill job vacancies from within the bargaining unit, before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.

3. Notice of all job vacancies shall be posted on the bulletin boards. This notice shall remain on the bulletin board for eleven (11) working days and will include job title, pay grade and a brief description of job duties, including qualifications and necessary skills. Only those employees who make application during the eleven (11) days will be considered for the job and will be permitted to file a grievance against the final selection.

4. Unless existing statutes give specific preference otherwise, vacancies shall first be offered to the most senior qualified employee who

Article 21, cont'd

bids from the next lower pay grade classification within the promotional unit in which the vacancy exists. If no such person exists, then the job shall be offered the most senior qualified employee in the classification of equal pay grade or the next lower pay grade in the remaining promotional units.

5. The successful bidder shall receive a trial period of ninety (90) days in his new position. Such employee shall be compensated at the rate of pay of his new classification.

6. The Union and the employee will be kept advised of the progress made in earnings in the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the probationary period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification.

ARTICLE 22 JOB CLASSIFICATION SHEETS

1. The Employer will prepare and make available to the Union, job classification sheets, defining the principal functions of each job classification, covered by this agreement and any new classifications coming under this agreement.

2. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate.

ARTICLE 23 HOURS OF WORK

1. The Employer agrees to schedule each employee for hours of work as per past practice.

2. The Employer agrees not to require any employee to take time off to compensate for overtime worked. An employee shall have the option to request compensatory time off in lieu of receiving premium pay for overtime hours worked, such compensatory time to be computed at the appropriate premium pay hourly rate to determine time off, and shall require the consent of the Employer.

3. The Union agrees that the Employer may, at its discretion, put employees on shift work for any of the duties of the Water Division, and for any duties related to the operation or functioning of the City sewer system. Prior to the establishment of any new shift, the Employer agrees to have a conference with the Union for the purpose of hearing the Union's suggestions regarding the manning of shifts.

ARTICLE 24 RATES OF PAY

Employees shall be classified in accordance with skills used and shall be paid not less than the minimum for such classification. The parties, hereby, agree that the classifications and salary ranges as set forth in the City's Salary Ordinance as adopted, are proper, except that pay raises as aforesaid. The parties, hereby, agree that the classification of employees in effect at the time of the signing of this agreement are proper.



ARTICLE 24A INCREMENTS

Employees shall be entitled to salary increments, which shall be figured prior to application of any general pay raises as follows: Each salary range shall be considered to consist of three (3) equal steps from the minimum of the range to the maximum of the range, and each year each employee shall receive an increment equal to the difference between his previous year's salary and the next highest step in his salary range with credit for a year's employment, to be as outlined in the aforesaid Salary Ordinance.

ARTICLE 24B PAY RAISES

1. For the Division of Public Works, effective January 1, 1984, there shall be a general pay increase of 7.5%.
2. For the Division of Water, effective on the commencement of the 27th pay period of 1984, there shall be a general pay increase of 7.5%.
3. For the Division of Water, there shall be a cash lump sum cost of living adjustment, paid in the first pay period of 1985, as agreed upon between the City and the Union, which would include overtime and shift differential.
4. For each of the years 1985 and 1986, for all employees covered by this agreement, there shall be a general pay increase equal to the inflation index (i.e. the annual percentage increase in the Implicit Price Deflator for State and Local Government Purchases for goods and services for the year preceding) used by the State of New Jersey to establish budget caps for municipalities. A minimum wage increase of 5% is guaranteed for each year.

ARTICLE 24C ON CALL

1. The Employer may put on call any employee in the Water Division and Public Works Division. In the Division of Public Works, one (1) supervisor and one (1) mechanic shall be on call at all times. Being on call is defined as being restricted from traveling more than a prescribed (by the Employer) distance from the work site after work hours, being required to be available to communications as prescribed by the Employer, and being required to report for work at the request of the Employer. No employee may refuse being put on call.

2. Employees assigned to on call by the City shall be on call twenty-four (24) hours per day, seven (7) days per week and shall be compensated at a rate of one hundred dollars (\$100.00) per week when assigned, and said on call shall, whenever practicable, be rotated in a system of one (1) week on duty and two (2) weeks (minimum) off.

ARTICLE 24D SHIFT DIFFERENTIAL

1. Those employees of the Water Division who work shifts other than the normal day shift shall receive additional compensation in the amount of fifty cents (50¢) per hour for the first night shift, as determined by the Water Superintendent and seventy-five cents (75¢) per hour for the second night shift, as determined by the Water Superintendent and for purposes of premium pay, those employees who work shifts other than the normal shift shall be treated with compliance with the intentions of Article 26 of this agreement, but that their work week shall be as determined by the Water Superintendent, and references in Article 26 to Saturdays, Sundays and holidays shall be regarded to mean that the first day off the shift shall be treated as a Saturday, the second day off the shift or the "circle" day shall be treated as Sunday, and working on holidays shall require double-time pay.

Article 24D, cont'd

2. All pay increases on a yearly basis shall apply to shift differential compensation.

ARTICLE 24E CALL BACK

Each employee shall be given a minimum of two (2) hours work at applicable hourly rates, as per this agreement, if called back to work after completion of his regular tour of duty.

ARTICLE 25 WORKING AT DIFFERENT RATES

1. An employee assigned to a classification with a higher rate of pay shall be paid the higher rate of pay for all time worked in any given day, and will be compensated for all higher rates of pay in the following week's paycheck.

2. Assignments under this provision shall be made by following, in order, the applicable Civil Service promotional list; if no such list is in force, then such assignments shall be made, in order by seniority of employees in the next lower grade to the vacancy. These provisions are to be followed by the Employer at all times unless a demonstrable reason exists for skipping an eligible employee.

3. Any employee working overtime in an upgrade title shall be paid overtime based on the rate for the upgraded title.

ARTICLE 26    PREMIUM PAY

1. Effective as of the signing of this agreement, the Employer agrees to pay premium wages in accordance with the following rules.

When employees are required by the Employer to work overtime:

- a. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period;
- b. All hours spent in the service of the Employer prior to the scheduled starting time;
- c. All hours spent in the service of the Employer following the scheduled quitting time;
- d. All hours spent in the service of the Employer on any Saturday.

2. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday or holiday.

3. Overtime work, including emergency work, shall be rotated by seniority.

ARTICLE 27    PAY DAY

1. Employees will be paid all earnings on a weekly basis. Employees will be paid during working hours. When pay day falls on a holiday, then the preceding day will be pay day.

2. The pay day is actually Friday; however, the Employer agrees to make every effort to have paychecks available on Thursdays.

3. All employees shall be paid based on an hourly rate.

ARTICLE 28    LONGEVITY

1. Employees are entitled to receive two percent (2%) longevity pay for each completed four (4) years' employment, up to a maximum of twelve percent (12%).

2. The Employer agrees to pay longevity entitlement in accordance with the following formula: Previous year's base salary multiplied by total longevity percentage entitlement equals total longevity pay. Longevity pay shall be considered as part of base wages for the purpose of computing holiday pay, vacation pay, sick pay and retirement.

3. Longevity entitlement is based on each employee's initial date of hire as follows: Employees, commencing employment with the City of Rahway on or after the first day of January, but on or before the thirtieth day of June of any year, shall be given credit, for the purpose of longevity compensation, with one full year's employment. Employees, commencing employment with the City of Rahway, on or after the first day of July of such year but on or before the thirty-first day of December of such year, shall not, for the purpose of longevity compensation, be credited with any time for such year.

4. Effective January 1, 1979, the longevity program shall be eliminated entirely, except for employees who were on the permanent payroll prior to January 1, 1979.

ARTICLE 29 HOLIDAYS

1. The Employer agrees to pay each employee eight (8) hours pay, without working, for each of the following holidays:

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	General Election Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	*Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

plus any holiday declared by either the President, the Governor or Mayor.

\*For the purposes of clarification, it is understood that Christmas Eve is a holiday if it occurs on a Monday, Tuesday, Wednesday or Thursday, but not if it occurs on a Friday, Saturday or Sunday.

2. Any holiday which falls on Saturday shall be celebrated on the preceding Friday.

3. Any holiday which falls on Sunday shall be celebrated on the following Monday.

4. Employees shall also be entitled to three (3) personal days off work in any given year. Employees are required to give a minimum of one day's notice prior to the use of any personal day. The use of personal days in the Water Division shall be permitted only when it is not necessary to replace on overtime the employee wishing to utilize a personal day.

5. An employee shall not be entitled to personal days, as per Section 4, until one year's seniority has been accrued, said seniority to be based on the formula utilized in Article 30, Section 1.

ARTICLE 30 VACATIONS

1. Vacation entitlement shall be based on the employee's total employment seniority accrued to December 31st. Employees, commencing employment with the City of Rahway on or after the first day of January, but on or before the thirtieth day of June of any year, shall be given credit, for the purpose of vacation entitlement, with one full year's employment. Employees, commencing employment with the City of Rahway on or after the first day of July of such year but on or before the thirty-first day of December of such year, shall not, for the purpose of vacation, be credited with any time for such year.

2. Vacation pay shall be based on eight (8) hours straight time pay for the employee's classification for each day of vacation.

<u>3. Total Employment Seniority</u>	<u>Vacation Entitlement</u>
Less than one (1) year	One (1) day for each month of employment.
One (1) year	Twelve (12) days
More than one (1) year	Twelve (12) days, plus one (1) additional day for each additional year of employment, up to a maximum of 25 days.

For purposes of clarification, the following examples of vacation entitlement are listed:

Hired: 3-7-83 1 day per month - 6 days in 1983  
First year completed  
1-1-84 12 days vacation for 1984  
1-1-85 13 days vacation for 1985

Hired: 7-1-83 1 day per month - 6 days in 1983  
1-1-84 1 day per month - 12 days in 1984  
First year completed  
1-1-85 12 days vacation for 1985  
1-1-86 13 days vacation for 1986

4. Vacations may be scheduled throughout the calendar year.

Article 30, cont'd

5. Vacation schedules by Department shall be posted by April 15th of each year.

6. In each Department, preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit. In order to comply with selection of vacations by total employment seniority, the City shall maintain the right to assign personnel during vacation, as the efficient governing of the City requires.

7. 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.

8. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

9. Vacation time from any given year may be held over to the following year, only provided that the request is made in writing to the Business Administrator in the given year and such request is approved in writing by the Business Administrator or the Department head.

10. The Employer shall not charge vacation time arbitrarily against injury time; employees must give notice prior to any request for charging any time to injury time.

ARTICLE 31 SICK LEAVE

1. Employees on the payroll as of December 31st of the preceding year shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year without loss of pay.

2. Employees hired after January 1st shall be entitled to 1.25 sick leave days for each month of employment without loss of pay.



Article 31, cont'd

3. Unused sick leave days shall be accumulated from year to year.

4. Employees who do not utilize any sick leave in a calendar year may, at the employee's option, be paid in the succeeding January forty hours pay, at his/her average hourly rate for the previous calendar year, and have five sick days deducted from his/her accumulated sick leave. Employees using only one sick day in a calendar year may, at the employee's option, be paid in the succeeding January twenty-four hours pay, at the rate as aforesaid, and have three sick days deducted from his/her accumulated sick leave. Eligible employees shall notify the City before December 15th of the calendar year if they wish to exercise the aforesaid option.

5. Sick leave is to be used solely in the event of personal illness or when the attendance of an employee, to the illness of a member of his or her immediate family, is required.

6. The Employer may require proof of illness, whenever five or more consecutive sick leave days are utilized, or if an employee has a pattern of sick leave use, indicative of a purpose other than that for which sick leave is intended. For example, repeated use of sick days at a specific time, such as before or after weekends, holidays and/or vacations.

7. The Employer may also require proof of illness when an employee has been absent on sick leave for periods totaling ten (10) calendar days in one calendar year for any additional sick leave in that year, unless such illness is of a chronic or recurring nature, requiring recurring absences at one day or less, in which case, such proof of illness may be required once per six month period.

Article 31, cont'd

8. Use of sick leave for other than its intended purpose, shall be considered abuse of sick leave and cause for disciplinary action.

9. In the event of same, an employee's entire personnel record shall be given weight, including the record of sick leave use and accumulated sick leave, and the principles of progressive discipline shall be followed wherever appropriate.

ARTICLE 32 TERMINAL LEAVE

1. An employee retiring after having completed twenty-five (25) years of continuous service (including military leave and leave without pay) shall immediately receive cash severance pay on a one-to-one ratio for the first ninety (90) sick days that he may have accumulated and on a one-to-three ratio for sick days he may have accumulated over and above the first ninety (90) days and the said compensation shall be granted in one immediate cash payment.

2. Employees retiring on pension with less than twenty-five (25) years of service shall be entitled to prorated terminal pay.

ARTICLE 33 GROUP INSURANCE & PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System. Pension benefits shall be based on regular straight time wages, longevity pay and any other compensation entitlement.

ARTICLE 34 HEALTH CARE INSURANCE PROGRAM

1. The Employer shall provide each employee with the following health care insurance with dependent coverage:

Hospitalization  
Surgical  
Diagnostic  
Major Medical

2. Hospitalization benefits shall be continued for members retired on pension, provided as follows:

a. That this benefit is subject to the rules, regulations and provisions of the New Jersey Division of Pensions;

b. That the retired member is eligible to enroll for said coverage through the New Jersey Division of Pensions and does so enroll;

c. The member is not eligible for significantly similar coverage by virtue of other employment or by virtue of coverage through a family member;

d. The member is not eligible for government coverage through other programs; for example, medicare;

e. In the case of "c" or "d" above, the members shall not enroll for any coverage that requires payment by the City.

3. Effective no sooner than June 1, 1984, the City agrees to contribute one percent (1%) of a participating employee's base wages for a long term disability insurance plan to be purchased and administered by the ISST. The method of said contribution shall be that the ISST shall monthly submit a City voucher to the Public Works Director listing the participating employees and the contribution due for each and as a total. Base wages utilized shall be computed by taking an employee's hourly rate for the majority of the

Article 34, cont'd

previous month, multiplying by 2080 hours, and dividing by twelve (12). Upon verification of said voucher, the City shall pay to the ISST the indicated sum.

4. Effective January 1, 1985, the Employer shall contribute eleven dollars (\$11.00) per employee per month for a drug prescription insurance plan to be purchased and administered by the ISST and shall continue to make said contributions as long as said plan is maintained in effect for the employees. The Employer shall have the right at all times to ascertain that such a plan is in force and that its contributions are being applied to same.

ARTICLE 35 SPECIAL LICENSES

1. The Employer shall pay the fee for the grant or renewal of any special licenses which the employee is required by law to have in the performance of the duties and responsibilities covered by his job classification.

2. Effective upon execution of this agreement, employees who hold the position of Mechanic shall be paid incentive pay as follows:

- a. Five cents (5¢) per hour for each valid certificate maintained of the eight certificate programs offered by the National Institute for Automotive Service Excellence.
- b. Fifty cents (50¢) per hour if all eight certificates are maintained.
- c. Reimbursement of the test costs for tests successfully completed, upon submission of a Voucher with evidence of payment.

3. Employees of the Water Division who maintain a valid State of New Jersey Water Treatment License No. T1 and/or a State of New Jersey Water Distribution License No. W1 shall be paid an annual cash incentive

Article 35, cont'd

bonus of two hundred fifty dollars (\$250.00) for each such valid license maintained, said incentive bonus or bonuses to be paid by the Employer annually in the month of December.

ARTICLE 36 MECHANIC'S ALLOWANCE

1. There will be a mechanic's tool allowance of one hundred dollars (\$100.00) per year. Mechanics shall be held accountable and responsible for such tools and shall be required to furnish the Employer proof of purchase of such tools prior to receiving any payment under this provision.

2. The City shall provide insurance coverage against theft of tools from Mechanics and the Mechanic Foreman, up to a maximum of \$5,000 each, with a \$250 deductible, and the Mechanics and Mechanic Foreman shall be responsible for the first \$125 of said deductible.

ARTICLE 37 MEAL ALLOWANCE

Employees shall be entitled to a meal allowance of \$5.00 after working ten (10) continuous hours and for each additional four (4) hours continuous thereafter.

ARTICLE 38 SAFETY MEASURES

1. It shall be a requirement that all employees wear safety work shoes as specified by the Employer, unless employees produce a statement from medical doctor or other competent authority. The Employer shall purchase two pairs of said shoes annually for each employee as follows: one pair January - June, and the second pair July - December.

2. The Employer agrees that, at the discretion of the Superintendent of Public Works, trucks will be manned by two (2) employees when used in the operation of snow plowing.

Article 38, cont'd

3. The Employer and the ISSF also agree to establish a joint safety committee to review all worker's compensation claims and to make recommendations as to their future avoidance and to generally make recommendations as to job safety.

ARTICLE 39 FUNERAL LEAVE

1. The Employer agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family.

2. The employee's immediate family is considered to include: spouse, children, brother, sister, parents, step-parents, parents-in-law, brother-in-law, sister-in-law and grandparents and grandchildren of employee or spouse.

3. This provision also applies for any other relative which resides with the employee.

4. Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

5. The Employer may request submission of proof.

ARTICLE 40 JURY DUTY

1. An employee who is called to jury duty shall immediately notify the Employer.

2. An employee who is excused from jury duty service on any day shall report for work on such day.

3. An employee shall be required to report back for work on any day he is in attendance at court for jury duty service, regardless of the employee's shift.

Article 40, cont'd

4. The Employer agrees to pay the employee an amount, in addition to jury duty service fees sufficient to guarantee no loss in wages on account of such absence from work.

ARTICLE 41 MILITARY LEAVE

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

2. Upon return from military service leave, an employee shall resume all his former employment service credits, together with such improvements as he would have gained had he not entered military service, so that in no event will his employment service credit status be less than that provided by applicable government laws and regulations.

ARTICLE 42 SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities for employees only, if possible.

ARTICLE 43 LIE DETECTOR TEST

The Employer shall not require that an employee or applicant for employment take a polygraph or any other form of lie detector test.

#### ARTICLE 44 COMPENSATION CLAIMS

1. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all employees, or the equivalent thereof if the injury arose out of or in the course of employment.

2. In the event that an employee is injured on the job, the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift on that day. An employee who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

3. Workmen's Compensation doctor shall mean the doctor selected by the Employer.

4. The past practice of charging employees with sick leave for on-the-job injury until Worker's Compensation benefits commence, shall be discontinued, effective immediately upon execution of this agreement. In such cases of verified on-the-job injury, no sick leave shall be charged for said period of time.

#### ARTICLE 45 PROTECTION OF RIGHTS

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 involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of the Union's party to this Agreement and including primary picket lines at the Employer's place of business.



ARTICLE 46 SEPARABILITY & SAVINGS CLAUSE

1. If any article or section of this agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2. In the event that any article or section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

3. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands.

ARTICLE 47 LEGAL REFERENCE

1. Nothing contained in this agreement shall alter the authority conferred by law, ordinance, resolution or administrative code upon any City official or in any way reduce or abridge such authority. This agreement shall be construed as requiring City officials to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under applicable law.

ARTICLE 48 MAINTENANCE OF STANDARDS

Protection of Conditions: The Employer agrees that all conditions of employment relating to wages, salaries, hours of work and benefits shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made 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 the error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this agreement.

ARTICLE 49 MISCELLANEOUS

1. Payroll Deductions - As soon as reasonably possible after the City puts into operation its own computerized payroll system, a State-approved deferred compensation plan shall be made available to the employees, provided eligibility criteria, such as participation levels, are met.
2. Clothing Allowance - Clothing allowance shall be \$125.00 per employee, to be paid annually immediately after final adoption of the City budget.
3. Extended Lunch Hour - Water Department - The day shift in the Water Utility for Meter Shop employees, Laboratory employees, Laborers, Chief Operator and Senior Operator shall be extended by one-half ( $\frac{1}{2}$ ) hour and the lunch period shall be extended to one (1) hour.

ARTICLE 50    TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 1984, up to and including December 31, 1986, and shall continue from year to year, thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties, hereto, have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

CITY OF RAILWAY

INTERNATIONAL SOCIETY OF  
SKILLED TRADES

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SCHEDULE "A"  
 CLASSIFICATIONS & RATES OF PAY  
EFFECTIVE DATE: JANUARY 1, 1984

PUBLIC WORKS

<u>CLASSIFICATION</u>	<u>TITLE</u>	<u>RANGE</u> (Max after 3 years)
3B	General Foreman	11.85 - 12.92
4B	All Other Foremen	10.85 - 11.92
5B	Dispatcher	10.26 - 11.17
6B	Mechanic	9.61 - 10.38
7B	Heavy Equipment Operator Tree Climber Senior Maintenance Repairer- Heating & Air Conditioning	8.87 - 9.64
8B	Senior Pumping Station Operator Senior Recreation Maintenance Helper	8.42 - 9.20
9B	Truck Driver Senior Building Maintenance Worker	7.99 - 8.77
10B	Laborer	7.51 - 8.28

Mechanic Foreman and Mechanic rates may be increased up to 50¢ per hour in incentive pay as per terms of the applicable labor contract.

WATER DIVISION  
EFFECTIVE DATE: JULY 1, 1984

4E	Water Foreman M/F Chief Water Treatment Plant Oper. Chemist	11.43 - 12.46
5E	Assistant Water Foreman Senior Water Treatment Plant Operator & Repairer	10.85 - 11.92
6E	Senior Water Repairer/Heavy Equipment Operator Senior Water Repairer Senior Laboratory Technician	9.61 - 10.38
7E	Water Treatment Plant Operator Laboratory Technician Water Repairer Meter Shop Supervisor	8.87 - 9.64
8E	Water Meter Repairer Watershed Inspector	8.42 - 9.20
9E	Building Maintenance Worker Stock Clerk	7.99 - 8.77
10E	Laborer	7.51 - 8.28

# ISST

## International Society of Skilled Trades

September 29, 1980

### ADDENDUM

Pursuant to meeting held on Tuesday, September 23, 1980, it was mutually agreed by all parties in attendance that the following work rules will apply to all members covered by this contract between the ISST and the City of Rahway.

1. **CALL IN TIME** - The work day starts at 8:00 a.m. to 4:30 p.m.
  - a. **Sickness**
    1. If employee is sick, employee must notify the City before 8:00 a.m. in order to receive any unused sick pay that employee is entitled to.
    2. If employee calls in after 8:00 a.m., he will be docked a full day, regardless of any sick leave employee may have accumulated.
  - b. **Lateness**
    1. If employee is to be late, employee must make every effort, within reason, to call in before 8:00 a.m., so as work crews may be formed in employee's absence.
    2. If employee calls in before 8:00 a.m. and will be a few minutes late, approximately 30 minutes, no docking. (Not to be a habit)
    3. If employee will be over two hours late, report in at 12:30 p.m.
    4. If employee calls in after 8:00 a.m., employee may lose full day maximum or half day minimum.
  - c. **Lunch Hour** - It is expressly defined that lunch will be one hour. Lateness after lunch may be treated as a disciplinary measure.



September 29, 1980

2. SICK PAY

- a. In order to settle any differences involving sick pay, it was agreed that commencing January 1, 1981, all employees who are entitled to such will receive 15 days sick leave per year.
- b. If during the course of the calendar year, January 1st to December 31st, employee uses all of employee's sick days, the City may require a doctor's certificate that employee was off sick, over, above and beyond his 15 allotted days.

3. VACATIONS

- a. The City and the Union will make every effort, during the 1981 and 1982 vacation year, to set up, well in advance, the vacation schedules for all employees covered by this agreement.
- b. It is agreed that there are basically nine prime weeks during July and August that could evenly be granted to all employees on a departmental basis, i.e., garage mechanic, shade tree, recreation, etc.
- c. The City and the Union are looking for a gentleman's agreement amongst the employees to allow each employee two weeks of prime time during the summer and still not interfere with the satisfactory operation by having more than one man off at any given time.

MEMORANDUM OF UNDERSTANDING

July, 1980

1. Effective July 21, 1980, the Division of Water shall be restructured in accordance with Schedules A, B & C of the attached contract.
2. The Division of Public Works shall be restructured as follows:
  - a. Effective January 1, 1980, all foremen shall be paid at the rate of salary range 4B.
  - b. Effective upon action by the City, the position of General Foreman shall be established at a range of \$1.00 per hour above range 4B.
  - c. The initial appointment to said position of General Foreman shall be by management discretion. Thereafter, all appointments to position of General Foreman-Public Works will be by the normal process, as established by statute.

