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AGREEMENT
BY AND BETWEEN
CITY OF RAHWAY (CITY HALL EMPLOYEES)
AND THE
INTERNATIONAL SOCIETY OF SKILLED TRADES

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AGREEMENT

Agreement entered into by and between the International Society of Skilled Trades, affiliated with the National Federation of Independent Unions, hereinafter referred to as the "UNION" or the "ISST" and the City of Rahway, New Jersey (City Hall Workers), hereinafter referred to as the "EMPLOYER" or the "CITY."

The effective date of this Agreement is January 1, 1985.

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, supervisory, watchmen, guards and other employees excluded under the Public Employment Relations Act. Included are office clericals employed at City Hall, Department of Public Works and Police Department.

4. The bargaining unit shall include permanent part time employees with work weeks of 20 hours or more in regard to salaries, paid benefits, disciplinary action and non-discrimination in the work place and other terms and condition of employment as agreed. However, there is no guaranteeing a full time position at entry level. Non-permanent part time employees or those with work weeks with less than 20 hours are excluded.

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 employee 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 UNION DEDUCTIONS

1. The Employer agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each member and transmit the same with a list of such members to the Secretary-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.

5. The Employer shall permit deductions for Union financed Insurance Programs, if any.

6. In the same manner that dues are charged and deducted for Union members, a service fee of 85% of said dues shall be charged and deducted for non-members in the bargaining unit.

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 Departments 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 not be 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 rights 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.

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 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

ARTICLE 7 (CONT'D)

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.

3. Job stewards and alternates 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 supervisor, which approval shall not be reasonably withheld, and 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 alternates and any changes as they occur.

ARTICLE 8 GRIEVANCE & ARBITRATION 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 provisions of this Agreement.

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

ARTICLE 8 (CONT'D)

3. 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 five (5) 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 five (5) 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 ten (10) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within ten (10) working days, the grievance may be taken to arbitration by either party, upon written 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.

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

Either party may apply to the New Jersey Public Employees Relations Commission for the appointment of an arbitrator. The decision of the arbitrator shall be final and binding. The expenses of 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 to 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 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.

ARTICLE 12 (CONT'D)

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 to 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

ARTICLE 14 (CONT'D)

Employer's business, no 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 and shall not direct or require their employees or persons other than the employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit.

2. The Employer agrees not to 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 work assignments for the purpose 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 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 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.

ARTICLE 17 NOTIFICATION TO THE UNION

1. The Employer will notify the Union, in writing, of all promotions, demotions, transfers, suspensions and discharges as they occur. The Employer will notify the Union, in writing, prior to a layoff.

2. The Employer will provide the Union with an updated list of covered employees, showing name, address, classification, wages and social security number.

3. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur. Upon such notification, Schedule(s) attached hereto shall be considered as amended accordingly.

ARTICLE 18 PROBATIONARY PERIOD

All newly hired permanent employees shall serve a probationary period of ninety (90) 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 classification covered by this Agreement.

2. An employee shall lose seniority rights only 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.

3. An employee rehired after termination for any one of the reasons set

ARTICLE 19 (CONT'D)

forth in "2" above shall not be entitled to any benefits earned as a result of seniority or under seniority rights during prior terms of employment, except where specifically required otherwise by law, nor shall said employee be given credits for prior periods of employment for purposes of computing benefits, except where specifically required otherwise by law. Management discretion on salary rates in such cases shall be the same as for new hirings.

ARTICLE 20 LAYOFFS & RECALL

1. The Employer may reduce the working force only due to lack of work. In such event, the following procedure shall apply:

a. Employees shall be laid off in the order of least seniority, in accordance with the demotion provisions and 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. A laid off employee 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 the rehiring provisions and any approved seniority rights provided by existing statutes.

Under no circumstances whatsoever shall the Employer hire from the open 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, DEMOTIONS & TRANSFERS

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

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. The City agrees to post entry level job openings for informational purposes only.

4. Unless existing statutes give specific preference otherwise, vacancies shall first be offered to the most senior qualified employee who bids from the next lower pay grade classifications within the promotional unit in which the vacancy exists. If no such person exists, then the job shall be offered to the most senior qualified employee in classifications 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 after employee is permanently certified in employee's new position. Such employee shall be compensated at the rate of pay of his new classification. The employee's new pay rate shall be the rate step within the new classification which is immediately higher than employee's old rate step.

ARTICLE 21 (CONT'D)

6. The Union and the employee will be kept advised of the progress made in learning 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, employee shall be returned to his/her former classification and shall assume seniority and pay as though employee had never left his/her old classification.

7. Promotions made shall be to the step in the salary range which represents a minimum of a 5% increase over the promoted employee's previous base salary.

ARTICLE 22 DEMOTIONS & LAYOFFS

1. In the event a surplus exists in a classification, then the employee with the least employment seniority in that classification shall be displaced.

2. Such employee shall be demoted to the next lower classification.

3. Layoffs shall be by order of lowest employment seniority within the classification, providing the remaining employees meet the qualifications to do the work available.

ARTICLE 23 JOB CLASSIFICATION SHEETS

1. The Employer will prepare and made available to the Union job classification sheets defining the principal functions of each job classification covered by this Agreement and any new classification 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 24 HOURS OF WORK

1. The Employer agrees to schedule each employee for seven (7) hours of work each day and for thirty-five (35) hours of work each week, Monday through Friday inclusive. There shall be no split shifts. Part-time employees shall be paid only hours worked.

a. If July 1st is a work day, then commencing on the week in which July 1st falls, and continuing until Labor Day, the hours of work shall be from 9:00 a.m. to 4:00 p.m.

2. The Employer shall allow a one (1) hour lunch period each day.

3. The Employer agrees to allow an additional paid one-half ($\frac{1}{2}$) hour lunch period whenever an employee is required to work ten and a half ($10\frac{1}{2}$) consecutive hours, and an additional paid one-half ($\frac{1}{2}$) hour lunch period for each subsequent four (4) hours of work.

4. The Employer agrees to compensate employees with a meal allowance of seven dollars and fifty cents (\$7.50) for each overtime lunch period.

5. The Employer agrees to guarantee each full time employee a minimum of seven (7) hours of work or pay in lieu thereof each day, Monday through Friday.

6. The parties agree that work schedules and over-time pay shall be in accordance with recent changes and rulings pertaining to federal law and regulations.

ARTICLE 25 RATES OF PAY

1. Effective January 1st, 1985 there shall be a general pay increase of 6.5% over the 1984 rates.

Effective October 1st, 1985 there shall be a new salary structure as shown in Schedule A attached hereto. With the exception of Range R4,

ARTICLE 25 (CONT'D)

the salary ranges shown therein shall consist of four steps from minimum to maximum with each step representing an increment for one year's service. A year's service shall be determined utilizing the date of July 1st as set forth in Article 29, Section 3 of this Agreement. Salary Range R4 shall be a six step salary range and said salary range shall be subject to general pay increases only for employees on the payroll prior to January 1, 1985. For employees hired after January 1, 1985, said salary range shall remain fixed for the life of this contract. The agreed upon effects of this new salary structure on each individual employee have been set forth in letter form and executed by the parties hereto.

2. For the years 1986 and 1987, there shall be general pay increases equal to the index known as the Implicit Price Deflator for Governmental Goods and Services as utilized by the State of New Jersey to establish the maximum budget cap for New Jersey municipalities. However, there shall be a minimum general pay increase of 5%.

3. By execution of this Agreement, the Employer and the employees agree that the salaries and job titles established hereby are accurate and correct.

ARTICLE 26 WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay for three or more consecutive working days shall be compensated for all time so worked at the rate of the same step of the salary range next higher than the range of said employee's permanent classification.

ARTICLE 27 PREMIUM PAY

All over-time pay shall be at the rate of one and one-half (1½) times the straight time hourly rate, with the exception of time spent in the service of the Employer on any Sunday which shall be paid at two (2) times the straight

ARTICLE 27 (CONT'D)

time hourly rate. The straight time hourly rate for full-time employees shall be computed by dividing the annual base salary by 2080.

ARTICLE 28 PAY DAY

1. Employees will be paid all earnings by check bi-weekly. The pay day is actually Friday; however, the Employer agrees to make every effort to have pay checks available on Thursday. Employee will be paid during working hours.

2. When pay day falls on a holiday, then the preceding day will be pay day.

3. Overtime pay will be handled as part of the regular payroll.

ARTICLE 29 LONGEVITY

1. Employees are entitled to receive two percent (2%) longevity pay for each completed four (4) years of 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 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 by, 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

ARTICLE 29 (CONT'D)

with the City of Rahway 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. Employees hired after December 31, 1978 shall not be entitled to any longevity pay.

ARTICLE 30 HOLIDAYS

1. The Employer agrees to pay each employee seven (7) hours pay without working for each of the following holidays:

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

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

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

3. Christmas Eve and New Year's Eve shall be holidays when Christmas or New Year's Day do not fall on a Sunday or Monday.

ARTICLE 31 VACATIONS

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

ARTICLE 31 VACATIONS

year but on or before the thirty-first day of December of such year shall not, for the purpose of vacation entitlement, be credited with any time for such year.

2. Vacation pay shall be based on seven (7) hours straight time pay for the employee's classification for each day of vacation.

<u>TOTAL EMPLOYMENT SENIORITY</u>	<u>VACATION ENTITLEMENT</u>
Less than one 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 year of employment, up to a maximum of twenty-five (25) days.

3. Vacations may be scheduled throughout the calendar year.

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

5. 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 vacations as the efficient governing of the City requires.

6. 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.

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

8. 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 that given year and such request is approved in writing by the Business Administrator.

ARTICLE 32 PERSONAL DAYS

Employees shall be entitled to three (3) days leave per year for personal business. Prior to using any such leave, employees shall obtain the approval of their department head, which approval shall not be unreasonably withheld.

ARTICLE 33 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.

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

ARTICLE 34 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 made have accumulated over and above the first ninety days and said compensation shall be granted in one immediate cash payment.

2. Employees retiring at or after age 55, with a minimum of five (5) years of service, shall receive terminal pay computed on a pro-rata basis.

3. In the event of an employee's death, payment of the above shall be made to the employee's heir(s).

ARTICLE 35 MATERNITY LEAVE

Employees will be entitled to maternity leave without pay, with the opportunity to return to work, for a maximum of one (1) year, with the start of said leave to be mutually agreed. Health and medical insurance benefits shall remain in force, provided that the employee is not otherwise covered or eligible for said coverage.

ARTICLE 36 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 entitlements.

ARTICLE 37 DEFERRED COMPENSATION PLAN

1. As soon as reasonably possible after the City has implemented its own computerized payroll system, a State-approved deferred compensation plan shall be made available to the employees, provided that eligibility criteria, such as minimum participation levels, are met.

2. All interested parties will be asked to sign a statement requesting information concerning an I.R.A. (Individual Retirement Account) deduction from their paycheck.

ARTICLE 38 HEALTH CARE INSURANCE PROGRAM

1. The Employer shall provide each employee the following health care insurance with dependent coverage: Hospitalization, Surgical, Diagnostic and Major Medical.

2. Hospitalization benefits, as paid by the City, 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;

ARTICLE 38 (CONT'D)

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 member shall not enroll for any coverage that requires payment by the City.

3. Effective upon implementation by the ISST, but no sooner than 7-1-84, the City agrees to contribute up to one percent (1%) of a participating employee's base salary for a long-term disability plan to be purchased and administered by the ISST for all employees working thirty (3) hours or more. The method of said contribution shall be that the ISST shall monthly submit a City voucher to the City, listing the participating employees and the contributions due for each and as a total. Base salaries utilized shall be computed by taking an employee's annual salary rate and dividing by twelve (12). Upon verification of said voucher, the City shall pay to the ISST the indicated sum.

4. The City shall provide an annual eye examination for employees who work constantly at computer screens and shall allow up to \$75.00 per year for any eye prescription required by such employee.

ARTICLE 39 SPECIAL LICENSES

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.

ARTICLE 40 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, parents-in-law, stepfather, stepmother, brother-in-law, sister-in-law, grandparents or grandchildren of the 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.
6. Additionally, funeral leave of up to one day may be granted for the purpose of attending the funeral of a natural aunt or uncle or spouse of same.

ARTICLE 41 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 not 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.
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 42 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 & Service Act, and any 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 43 WORKING CONDITIONS

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

2. Meter Readers, Traffic Maintenance Workers and Sanitary Inspectors shall be provided with two (2) pairs of work shoes per year by the City. Meter Readers shall be provided work clothes as per past practice and Traffic Maintenance Workers shall be included in this practice.

ARTICLE 44 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 45 COMPENSATION CLAIMS

1. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury 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.

ARTICLE 45 (CONT'D)

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 a 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 has returned to his regular duties after sustaining a compensable injury 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.

ARTICLE 46 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 primary picket lines at the Employer's place of business.

ARTICLE 47 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

ARTICLE 47 (CONT'D)

compliance with or enforcement of has been restrained, shall not be affected thereby.

2. In the event that any article 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 the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 48 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 or 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 49 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

SCHEDULE "A"

WAGES & CLASSIFICATIONS

<u>SALARY RANGE</u>	<u>RANGE EFFECTIVE 10-1-85</u>
R1 Salary Range	18,138.00 - 20,138.00
R2 Salary Range	15,215.00 - 17,215.00
R3 Salary Range	14,862.00 - 16,862.00
R4 Salary Range	12,679.00 - 15,679.00

ADDENDUM

Effective upon execution of this Agreement, permanent part-time employees working twenty (20) hours per week or more shall be paid an hourly rate, computed by dividing the annual salary rate for the title in which the person is employed by 1,820. Also effective upon execution of this Agreement, such employees shall also be entitled to increments based on years of service as with full-time employees, said increments to be prorated hourly computed as aforesaid.

	<u>present salary</u>	<u>1-1-85</u>	<u>10-1-85</u>
R-1	15,970 - 17,970	17,138 - 19,138	18,138 - 20,138

This position is the highest clerical position in the bargaining unit and is reserved for the person serving in the secretarial and administrative assistant function to the City Business Administrator and Mayor. This position requires comprehensive secretarial skills, including high rates of typing and stenographic ability. Familiarity with and ability to implement routine modern office management techniques. Upon deligation by individual with exaggerated self-importance, may be required to make routine or minor administrative decisions or to perform routine or administrative functions . As the highest position in the bargaining unit, excluding Sanitary Inspectors, the person serving in this position may be required to utilize any skill required in any lesser position. Processing purchase orders and vouchers, and record keeping.

This position is reserved only for persons whose primary function is in the secretarial and administrative assistant capacity to a department head. Special familiarity with and ability to implement and perform in the field of work of the department assigned to. Upon delegation by department head, may be required to make routine or minor administrative decisions or to perform routine or administrative functions. Processing purchase orders and vouchers, record keeping and may be responsible for routine office supervision, such as work assignments and scheduling, office coverage, etc. Must be skilled in the use of office machines.

This position includes only those persons serving in one of four capacities: (1) as the Secretarial and Administrative Assistant capacity to the Building Inspector, the City Clerk, the Water Superintendent, and the Public Works Superintendent; (2) the Telephone Operator and Purchase Clerk in the Department of Administration; (3) Account Clerks performing bookkeeping work utilizing computers in the Water Division and Tax Collector's office; and, (4) the Deputy Court Clerk of the Municipal Court.

Skills which may be required for these positions include, respectively: (1) typing and stenographic ability; a working knowledge of licensing, permitting, purchasing, bidding, elections, and other applicable office procedures; preparation of deposits, light bookkeeping, and record keeping; familiarity with and ability to implement modern office procedures; and ability to handle public and intergovernmental relations; (2) familiarity with and ability to operate a telephone switchboard, and ability to train others in same; typing and filing ability; ability to handle public relations; and ability to prepare and route purchase orders and vouchers; (3) knowledge of and ability in bookkeeping and financial records; receiving and recording payments of bills; preparing bank deposits and verifying and reconciling payments to receipts; maintaining customer accounts, and preparing bills and reports related to same; typing and filing; public relations; ability to operate miscellaneous office machines. In addition, those employees working in the Water Department and Tax Collector's office shall have the knowledge and ability to perform the following computer functions, specifically, but not limited to: (a) operation of a terminal, (b) back-up of all information into system, (c) Pm-Taxaudits, (d) daily proofs of postings, (e) delinquent notices, (f) end-of-year reports. This does not preclude management from assigning other computer work providing such assignment does not infringe upon a classification with a higher rate

R-4 12,679 - 14,679

After training, works with limited supervision. Knowledgeable of basic clerical procedures. Ability to interact with the public in a professional manner. Flexibility in day-to-day procedures. Where applicable, understand and perform certain computer functions. Typing, filing, and telephone skills.

ARTICLE 49 (CONT'D)

applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of 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 50 TERMINATION CLAUSE

This Agreement shall be in full force and effect from the 1st day of January, 1985, up to and including December 31, 1987, and shall continue from year to year thereafter, unless and until written notice of a 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 13th day of DECEMBER, 1985.

CITY OF RAHWAY

INTERNATIONAL SOCIETY OF SKILLED TRADES

David J. ...
Francis K. ...

...
Patricia S. Leone
...

