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THIS AGREEMENT, made this 1st day of January 2002
by and between:

CITY OF TRENTON a municipality in the County of
Mercer, State of New Jersey, hereinafter referred to as
"Employer",

and:

LOCAL 2286, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties hereto have carried on collec-
tive bargaining negotiations for the purpose of establishing
conditions under which employees shall be employed to
work for the City and procedures for presentation and reso-
lution of grievances and to establish proper standards of
wages, hours, working conditions, and other conditions of
employment whereby insuring harmonious relations, coop-
eration and understanding between the City (Employer) and
the Union.

NOW, THEREFORE, in consideration of these premises
and mutual agreements herein contained, the parties hereto
agree with each other with respect to the employees of the
employer, as hereinafter defined, recognized as being repre-
sented by the Union as follows:

**ARTICLE I
RECOGNITION**

Section 1.01

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in the classifications listed under Schedule A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include.

**ARTICLE II
DEDUCTION OF DUES**

Section 2.02

The employer agrees that they will reimburse the Union in monies for any dues not deducted from the employee's check, unless said employee is terminated from the Employer's service.

Section 2.03

Any employee in the Bargaining unit on the effective date of this Agreement who does not join the union within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five per cent (85%) of the regular union membership dues, a fee, and assessments as certified

to the Employer by the Union. The union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision.

Section 2.04

The City agrees to provide payroll deduction for the PEOPLE fund after submission by the Union of authorization forms from each employee who desires to contribute to the fund.

**ARTICLE III
GRIEVANCE PROCEDURE**

Section 3.01

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- STEP 1 The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence. The discussion and resolution of grievances at the first step shall be an oral and informal basis. The employee's supervisor shall attempt to adjust the matter and shall respond to the Steward within two (2) working days.
- STEP 2 If the grievance has not been settled it shall be presented in writing by the Union Steward within five (5) days of the disposition by the employee's immediate supervisor to the Division Director or equivalent. The Division Director shall investigate the grievance and shall dispose of it within five (5) working days. If the employee or Union Steward does not receive a written reply within these five (5) working days or if he is not satisfied with the disposition of his grievance, he shall continue on to step three.

STEP 3 If the grievance still remains unadjusted, it shall be presented by the Union President or his representative to the Department Director, in writing, within ten (10) working days after the response of the Division Director is due. The Department Director shall respond in writing to the Union President or his representative within ten (10) working days after the receipt of the grievance.

STEP 4 If the grievance is still unadjusted, or the Union and employee is not satisfied with the disposition of this grievance, he shall within five (5) working days of receipt of the Department Director's response, present his grievance in writing to the Business Administrator or designee requesting a response within five (5) working days.

STEP 5 If the grievance is still unsettled, either party (Employer or Union) may within ten (10) working days after the reply of the Business Administrator is due, by written notice to the other, request arbitration. The Employer and the union agree to grant the request of the other party, for meetings to discuss the grievance pending at Steps 2, 3, 4, or 5 above.

5A Within seven (7) days following presentation of such request, the party demanding arbitration shall request the New Jersey Public

Employment Relations Commission to appoint an arbitrator to bear the arbitration in the manner set forth in Rule 19:11-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

- 5B The decisions of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.
- 5C The decisions of the Arbitrator shall be final and binding on the Union and the Employer.
- 5D Where an employee has exercised his right of appeal as expressly granted in the Revised civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.
- 5E In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall

alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

- 5F Nothing herein contained shall subject the matters of established wages, hours, other fiscal benefits or Union recognition to arbitration, it being the specific intention within Article III relating to grievance procedures that arbitration shall apply only to the settlement of disputes, differences of grievances between the Employer and any employee or between the Employer and the Union as set forth in Steps 2,3, or 4 above.
- 5G The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other Union representatives, employees and with Employer representatives regarding matters of employee representation during working hours without loss of pay.

**ARTICLE IV
UNION STEWARD AND UNION
REPRESENTATION**

Section 4.01

The employer recognizes and shall deal with the accredited Union Steward and/or Union President or his designated representative in all matters relating to grievances and interpretation of this Agreement.

Section 4.02

A written list of the Union officials and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such union Stewards or officers.

Section 4.03

No more than six employees designated by the Union as representatives for contract negotiations shall be excused for any bargaining session.

Section 4.04

Representatives of the Union, who are not employees of the Employer, shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the Employer as authorized spokesmen for the Union in meetings between the parties regarding employee representation.

Section 4.05 - Hearings

Each preliminary notice of disciplinary action must include the anticipated disciplinary action. Any notice of disciplinary action in which the hearing may result in suspension of more than 5 days or termination must be served on the employee no less than 15 days, or in the case of temporary or provisional employees serving their working test period no less than 3 days, prior to the date of the hearing. Any notice with an intended suspension of less than 5 days must be served on the employee after the three day cooling off period and no less than 3 days prior to the date of the hearing. A copy of the preliminary notice of disciplinary action must be sent to the Union simultaneously.

Whenever the City receives a complaint against an employee that will result in possible disciplinary action, the employee must receive written notice detailing the facts of the complaint. Any disciplinary action resulting from such a complaint must be served on the employee with ninety (90) days, unless the complaint initiates a formal criminal investigation by a law enforcement agency, in which case notice of disciplinary action must be served within ninety (90) days of the City receiving notice that the investigation has been completed.

Charges against an employee for "chronic" or "excessive absenteeism" shall not include the vacation, personal, or sick leave, or compensatory time, which the employee was, authorized to take.

The hearing officer shall be the Director of the Department in which the employee works, unless that

Director disqualifies himself for reasons of conflict. It shall be the role of the hearing officer to control and direct all hearings in an orderly fashion.

The employee is entitled to have a Union representative at the hearing that may speak in his/her behalf. The employee is not required to be present or be a witness in his/her own defense, but must respond to specific factual questions directed by the hearing officer. Such testimony shall be subject to cross-examination.

Hearings will be conducted in the following manner:

1. The hearing officer shall identify all parties present and read the charges and specifications for which the hearing is being held.
2. The supervisor presenting the charges, which may be the Department Director, shall give his/her case first, including the presentation of witnesses, explaining the charges, and presenting relevant facts, etc.
3. The employee or his/her representative may cross-examine.
4. The employee or his/her representative shall present his/her case, including the presentation of witnesses, defense against the charges, presenting relevant facts, etc.

5. The supervisor may cross-examine.
6. The supervisor presents rebuttal and summary.
7. The employee or his/her representative presents rebuttal and summary.

Only those persons with legitimate roles in the hearing may participate; the hearing officer may rule as out of order any question posed by either side which the hearing officer deems to be irrelevant to the subject of the hearing. The hearing officer may question any of the participants in the hearing at any time.

Section 4.06

For employees that have not been found guilty of disciplinary charges or had warning notices against them for a period of five years, all prior charges and warning notices shall be stricken from their files.

Exceptions:

1. Records of serious infractions (defined as something for which a suspension or fine in excess of five days was imposed) shall be maintained permanently.
2. Recognizing that disciplinary charges related to medical problems are the result of an illness, these records shall be maintained permanently to enable a supervisor to be aware of the problem and to respond humanely should it reoccur.

Section 4.07

Disciplinary hearings will be scheduled by the hearing officer on days and times when the defendant and witnesses are scheduled to work. Whenever this is impossible for employees in continuous operations and such employees are called as witnesses or defendants at any disciplinary hearing outside their regular assigned duty hours, the time spent at such appearance shall be deemed overtime, with a two-hour minimum. This overtime compensation will be enforced to ensure all such overtime is paid in a timely manner.

Section 4.08

The number of witnesses, which may be called at any hearing, may be limited, or the scheduling or manner of appearance of any such witness (by live appearance or by affidavit where appropriate) may be directed by the hearing officer for the purpose of limiting the cost of overtime or disruption to operations when multiple witnesses would prefer essentially duplicative testimony, and where absence of such duplication would not prejudice the prosecution or defense.

ARTICLE V DISCRIMINATION

Section 5.01

The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, marital status, race, color, creed or national origin. The union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 5.02

All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be constructed to include male and female employees.

Section 5.03

The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

Section 5.04

The union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 5.05

There shall be no discrimination between permanent or temporary employees in regard to any provision of this Agreement as outlined in Section 4.05 and Section 5.06 below. However, nothing contained herein shall be deemed in contravention of Civil Service Rules and Regulations.

Section 5.06

A provisional or temporary employee in the competitive class may not invoke the grievance procedure as a result of his/her termination during the first 90 days of employment. If a provisional or temporary is terminated during the first

90 days of employment and the Union deems this action to warrant further review, the union may request within three days after the issuance of the final notice of disciplinary action, that the Business Administrator shall meet with the representatives of the Union to discuss the facts of the case. The Business Administrator shall make such review, as he deems appropriate and render his decision with recommended action, if necessary, within ten working days after such a request is received. The Business Administrator's decision shall be final and binding.

Section 5.07

Temporary or provisional employees who return from layoff within a three month period shall have the same protection as a permanent employee under Civil Service Rules and Regulations and P.M. 12A.

ARTICLE VI EMPLOYMENT SECURITY

Section 6.01

In the case of potential disciplinary action as a result of a specific incident or altercation (excluding such matters as tardiness or absenteeism, there shall be a three (3) working day "cooling-off" period during which the supervisor shall meet with the employee or union shop steward. After the cooling-off period the Employer shall serve on the employee and/or the Union a written notice of the intended disciplinary action and set the date of the hearing notifying the employee and Union of the time and place.

Section 6.02

Neither the Employer nor its agents shall take any summary disciplinary action against an employee, except in the following situations.

1. When an employee refuses to act upon a direct working order, for example in cases where the supervisor's ability to carry out his/her job is severely questioned or endangered; or
2. When violence and/or the health and safety of himself or other employees may be involved. When such summary disciplinary action is taken against an employee the provisions of Section 4.05 requiring an interval of fifteen days between serving of charges and hearing will be waived, except in cases where it is appropriate to postpone the hearing until criminal charges arising from the incident are resolved.

Except in cases as described above wherein an employee is sent home for the day to maintain necessary discipline, or a suspension pending the outcome of criminal charges is appropriate, an employee shall not be suspended prior to a disciplinary hearing.

Section 6.03

If after the hearing and disciplinary action is taken, then the employee and/or Union shall be able to invoke the approved Grievance Procedure, at the fourth (4) step level. If the employee and/or Union files an appeal of the decision of any disciplinary hearing, any penalty assessed as a result

of the hearing will not be enforced until an appeal is resolved, except if the penalty is termination or a suspension/fine of ten (10) days or more; these larger penalties may be enforced immediately or at the discretion of the hearing officer. If the employee leaves the City's employment, goes on unpaid leave, or is absent without leave prior to a decision on the appeal being reached, compensation equal to any pending suspension/fine may be withheld from any monies owed to the employee.

ARTICLE VII SENIORITY

Section 7.01

Seniority standing shall be granted to all employees.

Section 7.02

Employment seniority shall consist of accumulated employment with the Employer, City of Trenton.

Section 7.03

Position or title classification seniority begins from the time the employee is certified to that Civil Service position or title by the Civil Service Commission.

Section 7.04

Notice of all vacancies, other than those for entry level positions, shall first be posted within every work site within the Department the vacancy exists. Then, if required, the notice of vacancy be posted at every other work site within the City. In addition, the position shall list the salary level,

hours of work, classification, job description and qualifications. The Administration, in consultation with the Union, shall prepare, maintain, and revise (as necessary) a list of all titles deemed to be entry level.

All job openings must be posted according to the provisions of this section before an offer of employment can be extended to a candidate. Only those employees who sign the posting shall be candidates provided they meet the necessary criteria to perform the duties of the vacant position, except that notices shall be posted for a period of five (5) working days. Employees on authorized absences during the full period of posting will be considered candidates.

Notices shall be posted for a period of five (5) working days. A memo will be sent to each employee who signs a posting, but who is not appointed to the job, giving the reason he or she was not appointed. Candidates within the Division where the vacancy exists shall be considered before consideration of employees within other Divisions within the Department. If there are Bureaus within that Division, candidates within the Bureau where the vacancy exists shall be considered before candidates from other Bureaus in that Division.

Immediately upon removal of said job postings, copies shall be forwarded to the President of the Local Union.

Section 7.05

The agreed to seniority lists shall be brought up to date on July 1st and January 1st of each year and posted on bul-

Whenever any Public Safety Telecommunicator or Senior Public Safety Telecommunicator works out of title as a Supervising Public Safety Telecommunicator for more than ten (10) days in one calendar year pursuant to this section, then that employee will be paid retroactively for the first ten (10) days as well as for all subsequent days worked in the higher title. The Union recognizes the City's right to assign supervisory duties to Senior Public Safety Telecommunicator consistent with the Civil Service job description for that title, which put them in charge of the Center for up to one full shift without these employees considered to be working out of title. The City agrees that all employees with permanent status as Supervising Public Safety Telecommunicator as of August 5, 1983, shall be retained in this title provided that the City continues to operate a Communications Center, except that they may be removed for cause pursuant to appropriate disciplinary procedures.

Section 7.09

Each Division Superintendent or Director shall be responsible for determining whether an employee is needed to work out of title, and for requesting approval of such assignment from the Department Director and the Business Administrator. Except in cases involving working out of title for the titles listed in a side letter agreement dated February 21, 1985 (which do not require prior approval provided certain criteria are satisfied), no employee may work out of the title until approval is granted through the Business Administrator.

Section 7.10

All permanent City employees shall be given a forty-five (45) day written notice prior to lay-off.

All temporary or provisional employees financed through local tax dollars shall be given at least thirty (30) days written notice prior to lay-off.

While the City shall make every effort to notify all temporary or provisional employees financed through State and Federal grants at least thirty (30) days prior to layoffs, circumstances may not always allow such advance notice.

The City shall make every effort to give temporary or provisional employees displaced by a civil service certification thirty (30) days notice prior to termination, but in no case less than fifteen days notice will be given by the City to the affected employee. The thirty (30) days notice may be waived in cases where such notice would require that two employees occupy the same position. The City will post in each department a notice indicating the titles of employees who might be expected to be affected by exercise of bumping rights of employees on the original layoff list. The City will attempt to post this notice within 15 days of the original layoff notice. This notice will supplement a general lay-off notice, which must be given at the time of individual lay-off notices. Failure of the City to project accurately the determination of bumping rights by the New Jersey Department of Personnel, and the resultant omission of affected titles on the above mentioned notice, will not be

reason for extending the employment of an employee displaced by bumping beyond the announced layoff date.

A. PREREQUISITE TO LAYOFF

An appointing authority which is contemplating layoff of employees for economy reasons or because of elimination of functions should make every effort to determine what employment opportunities are available to its employees. This review of employment possibilities should take place prior to notice of layoffs to the employee.

Layoffs should not be made until the appointing authority has exhausted every possibility for transfer, reassignment or demotion of its employees. The employees involved should be offered any other employment in the department or the jurisdiction for which they may be qualified based on their accumulated background and qualifications. The Department of Civil Service will provide assistance to any appointing authority requiring information during any employment reviews made prior to layoff, and in any event the Department of Civil Service will review all final actions taken.

If an appointing authority is unsuccessful in relocating their employees, layoff procedures will be followed. The Civil Service Department will thereafter make formal determinations of demotional and reemployment rights.

B. NOTICE OF LAYOFF OR DEMOTIONS

Appointing authorities laying off regularly appointed employees during a working test period must also give the same 45 day notice of layoff provided permanent employees under N.J.A.C.4: 1-16.4.

However, if an employee fails a working test period, which ends prior to a projected layoff, he may be removed at the end of the working test period, although the 45 day period has not ended. Moreover, an appointing authority may still remove employees during the working test period for those valid causes enumerated under N.J.A.C.4: 1-16.9, subject to the normal appeal procedures to the Civil Service commission.

C. DEMOTIONAL AND REEMPLOYMENT RIGHTS

Definitions:

- a. Level - a group of class titles with the same or similar duties, responsibilities, qualifications, or salary range.
- b. Seniority right - the right of a permanent employee to displace another permanent employee in the same organizational unit holding a title on the same level who has less seniority. For layoff and demotion purposes, seniority is defined as the amount of time

which an employee has served continuously in a permanent capacity in a title on the same level from which he/she is being laid off or demoted, in the jurisdiction in which the layoff or demotion is being affected, regardless of organizational unit.

- c. Special reemployment right - the right of a permanent employee to be certified against another employee who is serving temporarily or provisionally in a title on the same, comparable or lower level in any of the organizational units of the jurisdiction. If there are no incumbents against whom special reemployment rights can be exercised, the name of the employee so laid off or demoted will be placed on a special reemployment list for the same, comparable or lower level titles for appropriate certifications with the provision that certification and appointment to any position having a class title below the level of the one from which the employee was laid off or demoted in lieu of layoff will in no way affect retention on lists for higher titles.
- d. Demotional right - the right of a permanent employee to displace another permanent employee in the same organizational unit who holds a title on a lower level regardless of the seniority held by the employee in the lower level.
- e. Employee's organizational unit - for layoff and demotion purposes in municipalities and counties, the

organizational unit is considered to be the lawfully established Department.

- f. Blanket 45 day notice - a 45 day notice of layoff or demotion which is posted and/or given general distribution in the organizational unit of layoff to notify all employees of the reduction in force and the possible application of seniority or demotional rights by those employees directly affected by the layoff.
- 2. Procedure: Positions in the Competitive Division:
 - a. Upon receipt of a 45 day layoff notice, the Director of Local Government services, shall act for the Chief Examiner and Secretary in determining the seniority, special reemployment and demotional rights of the employees.
 - 1. First, the seniority rights of all permanent employees shall be calculated to determine if the 45 day notice was in order, if not, the notice will be returned to the appointing authority for correction.
 - a. Employees holding emergency, temporary or provisional appointments or probationers on the level on which the layoff is being effected shall be terminated, before any permanent employee in a title on that level is issued a 45 day notice.

- b. The 45 day notice shall be issued to the permanent employee with the least amount of seniority in the titles on the level on which the layoff is being effected. In addition, a blanket 45 day notice shall be issued to employees in the organizational unit involved. (Note: Probationers must also be given the same 45 day notice of layoff as a permanent employee - see Subpart 16-4.101).
- c. If the person to be laid off or demoted is a veteran and has the same seniority as another employee on the same level, the employee holding veteran's status must be retained in favor of the non veteran. If both have identical veteran's status, the appointing authority may select either of the two to be laid off or demoted.
- d. If two employees have the same seniority, the person with the least favorable performance rating for the twelve month period immediately preceding the date of layoff or demotion must be issued the 45 day layoff notice first except that a veteran must be retained in favor of a non-veteran regardless of the rating. This criteria applies only to those jurisdictions whose performance rating

system has been approved by the Department of Civil Service.

2. The special reemployment rights of the employees being laid off or demoted shall be calculated to determine those titles for which the employees shall be placed on special reemployment lists.
 3. The individuals' demotional rights shall be calculated to determine if demotional rights to a lower title exist.
- b. The Branch Office Manager shall forward recommendations along with the following material to the Director of Local Government Services for a determination to be made:
 1. The examination announcement by which the laid off employee obtained permanent status.
 2. A copy of the latest approved specification for the title.
 3. The salary range for the title.
 4. A list of all titles in which emergency, temporary, or provisional employees are serving in all of the organizational units of the jurisdiction together with the names of the incumbents, the

salary ranges for the titles, and copies of the specifications for each title.

5. A list of all permanent employees serving in the same, comparable, or lower titles in the same organizational unit and their dates of seniority, salary ranges and the appropriate specifications.
 - c. The Director of Local Government Services shall act for the Chief Examiner and Secretary in notifying the appointing authority and involved employee of the determination regarding seniority, special reemployment, and demotional rights of the employees. Such determination shall be made prior to expiration of the 45 day period.
 - d. All appeals and requests for review concerning any of these determinations shall be directed to:
Chief Examiner and Secretary
Department of Personnel
CN313; Trenton, New Jersey 08625
3. Procedure - Positions in the Non-competitive and Labor Divisions:
 - a. The same procedure outlined above will be followed in effecting layoffs for employees holding permanent status in titles allocated to the Non Competitive or Labor Divisions of the classified service.

- b. An employee having permanent status in a competitive title shall have bumping rights against non-competitive or labor titles if he/she has more seniority than those being displaced. Seniority shall include all permanent continuous service in the jurisdiction.
- c. An employee having permanent status in a higher non-competitive or labor title can displace another employee in a lower title provided that the employee being displaced has less seniority than the employee in the higher title. Seniority shall include all permanent continuous service in the jurisdiction.
- d. At the discretion of the appointing authority, displaced competitive employees may be placed in vacant non-competitive or labor positions after notifying the Department of Personnel of such intent.

4. Limitations:

- a. An employee affected by a layoff shall be required to exercise his/her seniority or demotional right. Refusal to accept a comparable position on the same level as one's permanent title (exercise of seniority rights) shall be considered a voluntary resignation by the employee unless the appointing authority agrees to allow

the employee to voluntarily demote to a lower level title. In such cases, a permanent employee in a lower level title may not be displaced; the voluntary demotion must be made to a vacant position. The employee shall not be placed on a special reemployment list for the former title (or level) in this situation.

- b. The Department of Civil Service recommends that, where other positions are being abolished, assignment to these positions be made on a seniority basis unless there are substantial reasons for not doing so.

D. SERVICE CREDIT FOR LAYOFFS

When an employee is recalled from layoff and reinstated he/she is considered to have continuous service credit for computation of future earned vacation and sick time. The calculation of total period of continuous service, however, does not include the length of the period of the layoff.

ARTICLE VIII WORK SCHEDULES

Section 8.01

The workweek shall begin at 6:30 a.m. Monday morning and end at the same time the following Monday. The work week shall consist of five (5) consecutive days, Monday through Friday, except for employees in continuous opera-

tions, employees for whom Saturday and/or Sunday fall regularly within the first five days of the work week, (including Water Meter Readers hired after October 1, 1984), or those employees working under an incentive plan. If an employee works in excess of 16 consecutive hours, the employee will be allowed to report to work late the following day for each hour they worked in excess of 16 hours. This will not apply to snow emergencies.

Employees will be allowed to use personal and vacation time in hourly increments for personal and family related medical emergencies.

Section 8.02

The regular starting time of the employees' work shifts will not be changed without reasonable notice (at least 5 working days) to the affected employees and without first having discussed such changes and the needs for same with representatives of the Union.

Section 8.03

Where the nature of the work involved requires continuous operations on a twenty four (24) hour day, seven (7) days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year, and further providing that the employees will provide the services required by the employer to maintain such operations.

Section 8.04

The employer agrees that there shall be a fifteen (15) minute coffee break during each one-half shift as long as it does not interfere with the efficiency of the operation of the job.

Section 8.05

No foreman or supervisor shall be scheduled to take over a full shift from any person who has been injured or is out sick unless appropriate personnel are unavailable. A person who is scheduled off that day shall be called in for overtime to fill that shift if required.

The exception to this rule is unless a person becomes ill or is injured during his shift goes home. The foreman or supervisor can then fill the remainder of that shift.

Section 8.06

Blue Collar Work Schedule

8 Hours Per Day - 40 Hours Per Week

White Collar work Schedule

7 Hours Per Day - 35 Hours Per Week

Solid Waste Management Division schedules

6:45 a.m. Until Finished (Incentive Plan)

Paid as 8 Hour Day - 40 Hours Per Week

TIME SCHEDULES

FIRST SHIFT

<u>Shift Time</u>	Division
6:30-3:00	Building Maintenance
6:45-3:15	Solid Waste Management
7:00-11:00	Building Service
7:00-3:00	Recreation Maintenance (Animal Attendants) (1-Alternates Shifts) Municipal Courts
7:00-3:30	Sewage Plant Operators Streets Sewers Shade Tree Recreation Maintenance (Mechanic) Parking Utility
7:00-4:00	Animal control
7:30-3:30	Sewage Disposal-Lab. Technician Solid Waste Mgt. (Principal Clerk Typing) Traffic & Parking Parking Enforcement officers Municipal Courts Water Meter Readers
7:45-4:15	

8:00-4:00	Police (Clerks) Courts Water (Filter operator) Parking Enforcement Officers Central Permit Office
8:00-4:30	Municipal Courts Water Service Crews Maintenance Service Recreation Maintenance Fire (Mechanics) Meter Service Crews Parking Utility (Maintenance)
8:30-4:30	Water (Clerks) Central Permit office Solid Waste Mgt. (Assistant Superintendent-Sanitation) Police (Clerks) City Hall Employees All Others
8:30-5:30	Parking Utility
8:45-4:45	Municipal Courts
8:45-5:15	Guards, Public Property
9:00-6:00	Parking Utility
10:30-7:00	Parking Utility
12:30-4:30	Building Service
2:00-9:00	Municipal Courts
2:00-10:00	Parking Utility

SECOND SHIFT

2:00-10:30	Streets (Vehicle Repair Shop)
3:00-10:00	Municipal Courts
3:00-11:00	Sewage Plant Operators
4:00-12 AM	Filtration Plant Operators Computer Operator Data Processing Police, (Records)
4:00-8:00	Building service workers (Police Station)
4:30-8:30	Building service workers (City Hall)

THIRD SHIFT

11:00-7:00	Sewage Plant Operators
12 AM-8:00	Police (Records) Water

Operations involving other than normal work week hours (Monday-Friday, 8:30-4:30) will have work schedules arranged as needed (i.e., Mill Hill Playhouse, City Museum, etc.)

Section 8.07

No work schedule shall be temporarily changed without reasonable notice to the employee (at least three working days) prior to the beginning of the workweek involved.

Section 8.08

Whenever an employee is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. An employee who has been involuntarily delayed due to unusual circumstances (e.g. weather conditions, delays caused by mass transportation) and is less than one (1) hour late shall not be denied the opportunity to work the balance of his scheduled shift; but he will be docked for time not worked. However, an employee may choose to use any compensatory time accrued or vacation balance in place of being reduced in salary for the time not worked.

A record of such lateness shall be maintained. He shall not be disciplined except where there is evidence of repetition or neglect.

Section 8.09 Policy Regarding Chronic Tardiness

Since there are occasions on which a person is late for justifiable reasons, this program for tardiness provides for a flexible, fair policy, which should not affect conscientious employees. For the purpose of this policy, tardiness shall be defined as reporting to work five minutes after the prescribed starting time, whether it be the beginning of the work day, after lunch, or after breaks. In addition, habitual tardiness shall be defined as being late four times or more in a calendar month. The guidelines for the tardiness program are as follows:

- a. If a person is late four times or more in a calendar month, he/she will be required to sign in with a des-

igned person in his or her work unit each day until that person completes one full calendar month of attendance with less than four latenesses.

- b. Upon completion of a calendar month in which that person has less than four occurrences of lateness, he or she will no longer be required to sign in.
- c. If, after the first month that a person is required to sign in, that person's record for tardiness does not improve to less than four occurrences of lateness, then that person will be subject to a summary suspension of one day. Following such a suspension if the employee feels that extenuating circumstances warrant a review of the case, he/she will have 10 days in which to appeal. A disciplinary hearing will be convened by the Department Director within 30 days of receipt of the appeal to hear the matter. The employee will also be required to continue to sign in upon arriving in the work unit.
- d. If after two months of being required to sign in, the person has not yet improved his/her record of tardiness to less than four occurrences of lateness in a calendar month, then that person will be subject to a summary suspension of three days. Following such a suspension if the employee feels that extenuating circumstances warrant a review of the case, he/she will have 10 days in which to appeal. A disciplinary hearing will be convened by the Department Director within 30 days of receipt of

the appeal to hear the matter. The employee will also be required to continue to sign in upon arriving in the work unit.

- e. If after three continuous months of being required to sign in, the person has not yet improved his or her record of tardiness to less than four occurrences of lateness in a calendar month, then that person will be subject to a disciplinary hearing and possible termination.

Lateness in excess of fifteen minutes will be charged against the employee's accumulated vacation, compensatory or personal time or the employee will be docked if no such time is available. The sign-in sheet will be kept on the desk of the payroll clerk in that work unit or another person designated by the Division Head or Bureau Chief to monitor and verify the accuracy of the information on the sign-in sheet. Anyone who falsifies the sign-in sheet will automatically be brought up on disciplinary charges.

The Administration will investigate any allegation of falsification of payroll time sheets brought by the leadership of AFSCME Local #2286. Any person who falsifies a payroll time sheet will be subject to disciplinary actions.

Section 8.10

Employees may be assigned to a different shift or to a different workweek (e.g. Tuesday through Saturday instead of Monday through Friday) ten (10) working days notice, provided that they were notified of this possibility at or

before the time of hire or promotion to the current title. Such new shifts or workweeks may include new schedules not previously listed in the union agreement. Prior to implementation of such schedules the City will confer with the Union. In questions of starting times, refer to Section 8.02.

Section 8.11

Effective August 12, 1993, the employees of the Communication Center began a work schedule under which each employee works twelve-hour shifts on three consecutive days, followed by three days off. The work schedule for Public Safety Telecommunicators will be increased from a ten (10) hour shift to a twelve (12) hour shift. There will be a one and half-hour breaks per shift that will allow the employee to leave the Communication Center for this time period. Increase in service training hours from twenty (20) to twenty five (25) hours. Supervisors will have twelve (12) hour shifts that will rotate. A one year pilot program will be in effect that can be cancel by either party at the end of one year. Each employee will have an assigned regular starting time. Assignments to platoons and/or starting times will be made on a voluntary basis to the extent possible, providing that distribution of manpower, titles and skills meets the needs of the City. Section 9.02 a. of the contract will not apply for these employees; instead, time worked beyond ten hours per day will be paid at time and a half.

In recognition of the seven-days-per-week, twenty-four hours-per day operation, the City agrees that these employees will continue to receive the same number of vacation and

days each year as other employees in the bargaining unit who works shorter days. The Union agrees that this will not be cited as a precedent if and when the parties should consider ten-hour days for other employees within the bargaining unit.

Section 8.12

Any employee may, with approval, trade work shifts with another employee provided that a) each employee is qualified to perform the work of the other, b) the trade occurs within the same work week, and c) such trade does not in any way increase the cost to the City. Management may establish reasonable rules for administering this process. Approval of requests to trade shifts shall not be unfairly denied.

Section 8.13

Employees in Recreation Maintenance needed for Saturday assignment, April through October, may be assigned on a rotational basis, unless there is a volunteer for the assignment. The City, at the employees' request, will consider and approve alternate days off rather than Monday, workload permitting. Such requests will not be unreasonably denied. The City agrees to use this provision only for a) special events; and b) otherwise, for the titles of Recreation Maintenance Worker for the period from July 1 through Labor Day weekend.

ARTICLE IX OVERTIME

Section 9.01

Overtime shall be divided and rotated as equally as possible within the division according to seniority and among those employees who regularly perform such work.

Section 9.02

All employees in the Blue Collar field except those listed in Section 9.05 shall be paid for overtime worked according to the following conditions:

- a. All work performed in excess of eight hours in any work day shall be paid at time-and-one-half the employee's regular hourly rate of pay.
- b. All work performed in excess of forty hours in one week shall be paid at time-and-one-half the employee's regular hourly rate of pay.
- c. All work performed before or after any scheduled work shift shall be paid at time-and-one-half the employee's regular hourly rate of pay.
- d. All work performed on Saturday when the employee has been paid for the previous five days shall be paid at time-and-one-half the employee's regular hourly rate of pay.

All employees in the White Collar field except those listed in Section 9.05 or cited in Section 9.07 shall receive overtime and compensatory time according to the following conditions:

- a. All hours worked between 35 and 40 during the first five days of the workweek shall be at time-and-one-half compensatory time.
- b. All hours worked in excess of 40 during the first five working days shall be at time-and-one-half the employee's hourly salary.
- c. All hours worked on Saturday when the employee has been paid for the previous five days shall be at time-and one-half the employee's hourly salary.

Any or all accumulated compensatory time shall be payable on an hour-for-hour basis upon separation or to his/her estate upon death.

Employees must use compensatory time within the year in which it is earned and may not carry over more than 25 hours of accrued compensatory time into the next year without the prior written approval of the Business Administrator.

For employees involved in continuous operations or in the Emergency Heating Program in the Bureau of Housing, compensatory time earned after October 31 which causes that employee's accumulation of comp time to exceed 25

hours, may be carried over into the subsequent year. However, these employees must use all of their comp time in excess of 25 hours by October 31 of the subsequent year. This provision is in consideration of the comp time earned during the holiday season, particularly for employees earning comp time for working on holidays.

Section 9.03

For all work performed on Sunday, except as established in Section 9.05 and 9.07 the rate will be double the employee's regular hourly rate of pay when the employee has been paid for the previous six days. Public Safety Telecommunicators are not eligible for double time.

Section 9.04

No employee shall be entitled to be paid overtime or be granted compensatory time unless such overtime or compensatory time is ordered, authorized or approved by his supervisor, such order, authorization or approval to be recorded and maintained with the records of his Department in form to be determined by the Department Director involved and approved by the Business Administrator of the Employer. When compensatory time or overtime usage is necessary on a regularly scheduled basis, such scheduled time must be approved in advance by the Business Administrator.

Section 9.05

Overtime and compensatory time shall be granted in accordance with Section 9.02 of the City's Personnel Handbook. Titles exempt from overtime payment are:

Accountant
Administrative Clerk
Alcoholism Counselor
Assistant Administrative Analyst
Assistant Assessor
Assistant Planner
Assistant Social Caseworker Supervisor
Architect
Chemist
Coordinator of Social Services
Director, Community Center
Drug Abuse Counselor
Field Representative, Disease Control
Field Representative, Health Education
Graduate Nurse, Public Health
Head Clinic Nurse
Medical Social Worker
Museum Curator
Principal Accountant
Principal Community Organization Specialist
Program Development Specialist
Program Nutritionist
Public Health Nurse
Public Health Nutritionist
Recreation Supervisor
Senior Accountant
Senior Assistant Assessor
Senior Chemist
Senior Engineer
Senior Planner

Senior Program Analyst
Senior Program Development Specialist
Senior Public Health Nurse
Senior Traffic Analyst
Social Caseworker
Supervisor of Senior Citizen Activities
Traffic Analyst
Youth Services Counselor

A work day shall be defined as:

1st shift shall start between the hours of 6:00 to 9:00 am

2nd shift shall start between the hours of 3:00 to 5:00 pm

3rd shift shall start between the hours of 11:00 to 12:00 pm

Section 9.06

For all work performed on Holidays the rate will be double time the employee's regular hourly rate of pay, plus the Holiday pay. Public Safety Telecommunicators are not eligible for double time.

Section 9.07

The overtime rates specified in Sections 9.02 and 9.03 shall not be paid to employees in continuous operations or employees for whom these days fall within the first five days of the workweek. These employees shall be paid time and one-half for all work performed on the sixth day and double time for all work performed on the seventh day of their regular work week when the employees have been paid for the five scheduled days or six consecutive days in the work week respectively.

Section 9.08

Employees shall be required to work overtime when asked, but may be excused under Section 9.09.

Section 9.09

If sufficient employees are not available for necessary overtime after volunteers are requested by the supervisor according to seniority, then overtime will be assigned by the supervisor on the basis of least seniority first until sufficient staff is available to the supervisor.

Section 9.10

The Business Administrator, at his/her discretion upon the recommendation of a Department Director, may approve the payment of cash overtime in lieu of compensatory time for employees otherwise exempt from overtime payment.

Section 9.11

No employee in the classification listed under Appendix A attached hereto shall be allowed to receive compensatory time in lieu of monies earned on overtime, unless approved by the Union in writing, except for those titles listed in Section 9.05.

Section 9.12

Any employee who is requested and who returns to work during periods other than his regularly scheduled shift and is not on "standby" shall be paid for a minimum of four (4) hours at the rate of time-and-one-half.

This provision shall not apply, however, to training or safety sessions for employees in continuous operations, which may be scheduled by the appointing authority throughout the year. Such sessions shall not exceed six (6) in any one year and shall be 2 hours in duration for which the employee shall be compensated double time.

The four hour call-back provision shall also not be applicable in situations involving previously scheduled meetings, events, etc. In such cases, the employee shall be compensated on an hour for hour basis, not less than two hours per occurrence, at the applicable overtime rate.

Section 9.13 - Meals

A. An employee required to continue to work more than two hours beyond the scheduled quitting time (4:30 pm), shall be entitled to a meal furnished or paid for by the City (and eaten on City time only if the employee is to continue to work after the meal).

An employee required to continue to work more than three hours beyond the scheduled quitting time (3:30 pm), shall be entitled to a meal furnished or paid for by the City (and eaten on City time only if the employee is to continue to work after the meal). During emergency situations involving crews in Water and Sewers, an employee will be allowed one meal each shift after the normal work shift. Time to obtain this meal shall be provided for except that it is the responsibility of the crew foreman to deter-

mine and utilize the nearest open facility from which to obtain the meal.

- B. An employee notified to report for work two hours before the start of the first shift shall be entitled to a breakfast meal furnished or paid for by the City. Time to obtain this meal shall be provided for prior to 10:00 am.

Reimbursement for meals monies shall be paid by check for each employee entitled to this reimbursement. Since the reimbursement is always \$10.00 for each meal, a meal receipt need not be submitted.

- C. Reimbursement for meals shall be paid no later than the next complete two-week period.

Section 9.14 - Standby

A "Standby" employee is defined, as a person required to standby, either at home or elsewhere, awaiting a call for work outside his scheduled working hours. He shall be paid one hour at straight time for each eight hours, or fraction thereof, of standby time. Such standby allowance shall not be deemed time worked for overtime purposes.

Whenever a holiday falls within the first five (5) days of a work week, an employee on standby shall receive an additional one hour of standby pay, for a total of three hours of standby pay for that day. This additional hour shall be included for each holiday in a week with more than one holiday. Monday

through Friday (16 hours of standby per day) equals two hours of pay per day or a total of ten (10) hours of pay. Saturday and Sunday (24 hours of standby per day) equals three hours of pay per day or a total of six (6) hours of pay.

Example: An employee who is on standby Monday through Sunday (7 straight days) will receive 16 hours of pay. When non-shift employees in the Water and Sewer divisions are required to work two straight shifts during emergency situations, the backup crew may be placed on standby for the next eight (8) hour period. After the period of emergency is over, the original standby crew will be placed back into the normal standby rotation.

An employee may be excused from his scheduled week of standby or any part of the week's standby upon proper notification and approval of his respective supervisor. Such approval shall not be unreasonably denied.

ARTICLE X WORK RULES

Section 10.01

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

**ARTICLE XI
SAFETY AND HEALTH**

Section 11.01

The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices needed in order to insure their safety and health.

Section 11.02

- A. The Employer and the Union will maintain a Safety Committee comprised of the following: a Safety official and one other member designated by the Employer and six members elected by the Union. To the greatest extent possible, the eight members should represent functional areas in the City in which safety is of particular concern, such as the Water Utility, the Solid Waste Management Division, and so on. No division or bureau should be represented by more than one Union member.
- B. The president of the Union may attend but shall have no voting power. It will be the responsibility of the Committee to investigate and correct unsafe and unhealthful conditions. The committee shall meet monthly or as necessary to review general health and safety conditions and to make recommendations about such conditions.

The Safety Committee members shall be permitted reasonable opportunity to visit work locations

throughout the employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

Prior to 8:30 a.m. when the Safety Officer is not available, the safety person assigned to a particular area shall make the determination whether a piece of equipment or vehicle is dangerous and unsafe and should not be sent out or used. The determination of the safety person shall be binding until the Safety officer can be consulted.

The Safety Officer shall make a final determination regarding the piece of equipment or vehicle after making a road test accompanied by a mechanic, if necessary.

Section 11.03

The City shall make available once each year a free Time Test for tuberculosis to any employee covered by this contract on a voluntary basis on the employer's time. The City shall make available at least once each year a free blood test for lead content for all mechanics and garage men.

Section 11.04

For on the job injuries involving loss of work time, the City will cover the difference between the temporary payable pursuant to the schedule of payments by the compensation insurance company under the Workmen's' compensation Law and full salary for not more than a one (1) year period. Loss of time due to work injuries, confirmed by the treating physician, shall not be charged against sick

leave or vacation time. Loss of time greater than one (1) year will be at the applicable temporary compensation rate. Employees, at that time, still have the option of use of accrued sick and vacation time on a full or pro-rated basis. Lost time less than one (1) week (seven days, including Saturday and Sunday) does not qualify for temporary compensation. However, the City will pay full wages during this term as part of the one (1) year period.

The appointing authority may require proof of injury on a periodic basis whenever such requirement appears reasonable.

Employees on injury time shall be responsible for notifying their supervisor, and the person designated by the Business Administrator responsible for coordinating workers' compensation claims, as to their place of confinement or of any subsequent change in their place of confinement.

The City may periodically require employees to obtain a physician's statement indicating the extent of the employee's injury and the anticipated date of return to work.

Section 11.05

The employer agrees to provide adequate air conditioning or ventilation for all offices in the summer. If the air conditioning fails to operate, with no chance of being fixed, and the inside temperature rises higher than 85 degrees, the employees assigned to the affected office(s) will be relocated to other offices, assigned to those duties, which they may perform, out of the office, or shall be reassigned to other offices.

The employer agrees to provide heat in the winter and if the heating system fails to work and the temperature within an office falls below 60 degrees, the employees of the affected office will be relocated, assigned to duties which may be performed outside the office, or be reassigned to other offices.

Employees who cannot be relocated or assigned to duties appropriate to their titles in other departments or divisions may be released for the day, with pay.

For those employees in City Hall, the Business Administrator shall make the decision, and in the absence of the Business Administrator, the Assistant Business Administrator shall make the decision regarding relocation or release of employees. For City operations outside of City Hall, the appropriate Department Directors shall make the decision.

Section 11.06

Automobiles, or pickup trucks used by employees in a manner similar to automobiles, which are used for most of the working shift by the same employee, shall include air conditioning. Prior approval by the Business Administrator will be required for vehicles covered by this policy.

Section 11.07

Effective January 1, 1986, a sick leave bank will be created.

Each employee who has been employed by the City for two (2) years or more may contribute to the voluntary sick

leave bank two (2) days per year. The City will contribute 1/2 day for each day contributed by employees each year. Total sick leave bank accumulations shall not exceed 2,000 days. The Central Personnel Office shall maintain a record of contributions and withdrawals from the sick leave bank and forward a report to the Union at least twice a year. Participating employees may claim days from the bank only after all their personal, sick leave, vacation and compensatory time is exhausted. Claims may not be made against the bank for illness or injury resulting from a job connected condition, which is being treated under a Worker's compensation claim. childbearing is not considered to be an illness under the terms of this Agreement.

No employee may claim more than sixty (60) days from the bank during any calendar year. once an employee has used a total of sixty (60) days during any twelve (12) month period, he or she is not eligible for further withdrawals from the bank for a period of twelve (12) months of consecutive service. An employee may present a claim only in cases of absences, which involve a minimum of five (5) consecutive working days after using all of his/her own accumulated leave time. No partial days may be claimed.

The sick leave bank committee shall consist of one person from the City and one from the union and one person mutually agreed upon by both parties. Alternates shall be designated by the Union and the City.

Upon presenting a claim to the sick leave bank, the employee or his designated representative must present a

medical certificate signed by a licensed medical doctor indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duties. The City reserves the right to employ its own doctor to render an independent judgment.

By-laws for the Sick Leave bank shall be revised to require new enrollees with 2-9 years of employment to have an accumulated balance of a minimum of 3 sick days for each year of service, and employees with 10 years of employment shall have a minimum accumulation of 30 days for automatic admission to the bank, and that an admission committee be established, comprised of the regular sick leave bank committee plus the Union president and the Business Administrator, to review applications for membership from employees with fewer days. An employee who did not join the bank when first eligible shall be required to buy back sick leave bank time up to a maximum of 6 days in order to join the bank at a later date.

ARTICLE XII CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 12.01

The classifications for employees covered by this Agreement are attached hereto as Schedule A and by reference are made a part of this Agreement.

Section 12.02

If during the term of this Agreement the Employer finds that now job descriptions and/or classifications should be

established or that changes should be made in existing job descriptions and/or classifications, the Employer agrees to notify the Union at least thirty (30) days prior to any such changes, and further the Employer agrees to meet prior to such changes with representatives of the Union to discuss the purposes and effect of any such changes in job descriptions and/or classifications.

Section 12.03

The Employer and the Union agree that in addition to the basic requirements needed by the employee to do a competent job, education is a factor that must be considered and improved along with the employee's job skills. The Employer will, where possible, provide the opportunity for an employee to improve his job-related skills and education and will encourage employees by providing limited time-off to pursue job related education in accordance with the provisions of Training memorandum Number one.

ARTICLE XIII SICK LEAVE

Section 13.01

The employer shall grant the following sick leave:

- a. Up to one year service - 1 working day for each month
- b. After one full year of service - 15 days per year

Section 13.02

Employees with one to five years of service must have eight earned sick days on the books as of December 31st; in order to have all fifteen sick days distributed on January 1st; otherwise sick days will be distributed as earned on a monthly basis.

After five years of service, the sick days shall be distributed on January 1st.

Section 13.03

The employee shall accumulate sick days from year to year indefinitely.

Section 13.04

An employee who shall be absent on sick leave after five or more consecutive working days shall be required to submit medical evidence substantiating the illness.

Section 13.05

The employee, if absent for reasons that entitle him or her to sick leave, shall notify his/her supervisor at least thirty (30) minutes prior to the beginning of his/her scheduled work shift. Continuous operations should call at least two (2) hours in advance.

Section 13.06 Abuse of Sick Leave

Abuse of sick leave is defined, for the purposes of this policy, as the taking of sick leave for a reason other than illness of the employee or emergency attendance upon a sick member of his/her family.

Civil Service Rule 4:17.18 Stipulates that:

- a. An employee who has been absent on sick leave for five or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.
 1. An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of less than five days shall have his/her sick leave record reviewed by the appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.
 2. The appointing authority may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

The appointing authority is the department director. While the guidelines set forth by the Civil Service cited above are helpful in dealing with sick leave problems, they do not fully address the issue of "short-term" abuse of sick leave by some City employees. In identifying short-term sick leave abuse, the key is not the number of days lost, but the number of incidents or occasions when sick leave is

used (for example, one incident could be of one day's duration, or of five or ten days' duration, etc.).

Therefore, a guide which supervisors may use when addressing possible short-term sick leave abuse has been formulated in consultation with the City's two Civilian unions, as follows:

Short-term leave abuse is defined as six or more incidents of absences on sick leave of any duration in a ninety calendar-day period except in those cases where an illness is of a chronic or recurring nature causing absences of one day or less and for which acceptable medical documentation has been submitted. In the case in which an employee establishes a pattern of absenteeism (for example, on Mondays and/or Fridays) a more strict standard may be applied by the appointing authority.

Should an employee's absenteeism record constitute abuse of sick leave based on the guidelines contained in this policy statement, that employee may be subject to disciplinary action.

Section 13.07

A permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his credit any earned or unused accumulated sick leave, shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement. The supplemental compensation for members retiring effective the date of this ratification for this agreement shall be increased to \$20,000.00.

This supplemental compensation shall be paid in a lump sum after the effective date of retirement or death, or as may be elected by the employee deferred for one (1) year.

If an employee's accumulated sick leave plus sick leave used in the 12 months prior to retirement has a value exceeding the maximum under this plan, then the full value of days used in excess of fifteen (15) days in that 12 month period will be subtracted from the payment at retirement.

Section 13.08

Unless otherwise specified in this contract, the State civil service rules on sick leave for employees in the State Service (N.J.S.A.4A:6-1.3 to 4A:6-1.10, but excluding 4A:6.1.4(i)) which were in effect as of January 19, 1988, shall apply to all employees covered by this collective bargaining agreement. No subsequent changes to those rules shall apply to City employees unless both the City and the Union agree to adopt them.

Section 13.09

All previous Fire Dispatchers who were consolidated as Public Safety Telecommunicators or Supervisors shall continue to receive the Sick Leave Benefits and Buyback they received under their previous labor contract as long as they are employed in this capacity by the City. Each of the former Fire Dispatchers is entitled to remain on sick leave for a period of up to one year, with full pay, for each separate illness or injury, which is not service-connected. In no case will the period of sick leave extend beyond one year, even if more than one illness or injury consecutively is involved. This policy does not refer to line of duty injuries, and time off for such injury is not charged as sick time. The Union recognizes the right of City to require that members on sick leave be examined by a physician designated by the City. If the member is found fit for duty, the member will be ordered to duty. The Union recognizes that together with this more liberal sick leave benefit comes the City's authority to enforce rules for preventing the abuse of sick leave other than those in place for other members.

ARTICLE XIV VACATIONS

Section 14.01

The employer shall provide the following vacation schedule for all its employees hired before January 1, 2003:

- a. Up to one year of service - 1 day for each month

- b. After one year through 8 years of service -
12 working days
- c. After 8 years through 15 years of service -
15 working days
- d. After 15 years through 22 years of service -
20 working days
- e. After 22 years of service -
22 working days

Effective January 1, 2003, the employer shall provide the following vacation schedule for all new employees:

- a. Up to one year of service -1 day for each month
- b. After one year through 8 years of services –
12 working days
- c. After 8 years through 15 years of service –
14 working days
- d. After 15 years through 22 years of service –
19 working days
- e. After 22 years of service –
22 working days

Section 14.02

The employer also agrees to allow the employee to accumulate no more than two years of vacation time. That is, no more than one year's vacation time may be carried over into the following year. Anything over the two years of accumulation must be approved in writing by the Business Administrator.

Section 14.03

After the first two full calendar years of service, vacation days shall be distributed on January 1st. If an employee terminates after taking vacation in advance of it being earned, the employer has the right by law to hold back pay equal to the amount due.

Section 14.04

Vacation shall be granted in accordance with the seniority provisions of this Agreement.

Section 14.05

In instances where an employee is absent from work because of illness and has exhausted his available sick leave credits, he may request that any vacation leave which he has available be converted to sick leave. The employer agrees to convert vacation leave to sick leave upon request regardless of any other previously scheduled vacation, which may be pending.

Section 14.06

Employees shall have the right to refuse to have their vacation leave converted to sick leave by so notifying the

employer and no such vacation leave shall be converted to sick leave unless so requested by the employee.

Section 14.07

All employees who retire under the provisions of the New Jersey Public Employees Retirement System effective February 1st of any given year shall be entitled to the full vacation allowance for that year.

Section 14.08

The current procedures to schedule vacation time in effect within each Department shall be continued. However, individual requests for the use of vacation day(s), which do not conflict, with the workload of a specific work station or division shall not be unreasonably denied.

**ARTICLE XV
HOLIDAYS**

Section 15.01

The following days shall be recognized and observed as paid holidays for 2003:

New Year's Day	Wednesday,	January	1
Martin Luther King's Birthday	Monday,	January	20
Presidents' Day	Monday,	February	17
Good Friday	Friday,	April	18
Memorial Day	Monday,	May	26
Independence Day	Friday,	July	4
Labor Day	Monday,	September	1

Columbus Day	Monday,	October	13
Veterans' Day	Tuesday,	November	11
Thanksgiving Day	Thursday,	November	27
Day After Thanksgiving	Friday,	November	28
Christmas Day	Thursday,	December	25
Day after Christmas	Friday,	December	26

The following days shall be recognized and observed as paid holidays for 2004:

New Year's Day	Thursday,	January	1
Day After New Year	Friday,	January	2
Martin Luther King's Birthday	Monday,	January	19
President's Day	Monday,	February	16
Good Friday	Friday,	April	9
Memorial Day	Monday,	May	31
Independence Day	Monday,	July	5
Labor Day	Monday,	September	6
Columbus Day	Monday,	October	11
Veterans' Day	Thursday,	November	11
Thanksgiving Day	Thursday,	November	25
Day After Thanksgiving	Friday,	November	26
Day Before Christmas	Friday,	December	24

The following days shall be recognized and observed as paid holidays for 2005:

New Year's Day	Monday,	January	3
Martin Luther King's Birthday	Monday,	January	17
Lincoln's Birthday	Friday,	February	11
President's Day	Monday,	February	21
Good Friday	Friday,	March	25
Memorial Day	Monday,	May	30
Independence Day	Monday,	July	4
Labor Day	Monday,	September	5
Columbus Day	Monday,	October	10
Veterans' Day	Friday,	November	11
Thanksgiving Day	Thursday,	November	24
Day After Thanksgiving	Friday,	November	25
Christmas	Monday,	December	26

The following days shall be recognized and observed as paid holidays for 2006:

New Year's Day	Monday,	January	2
Martin Luther King's Birthday	Monday,	January	16
President's Day	Monday,	February	20
Good Friday	Friday,	April	14
Memorial Day	Monday,	May	29
Day Before Independence Day	Monday,	July	3
Independence Day	Tuesday,	July	4

Labor Day	Monday,	September	4
Columbus Day	Monday,	October	9
Election Day	Tuesday,	November	7
Thanksgiving Day	Thursday,	November	23
Day After Thanksgiving	Friday,	November	24
Christmas	Monday,	December	25

Section 15.02

Individuals with over one year of service who have no vacation, sick or personal time available, and with more than 4 incidents of reported sickness within the last year must work at least 3 days in the week in which the holiday is celebrated in order to receive payment for the holiday. Individuals with less than one year of service who have no vacation, sick or personal time available, must work at least 3 days in the week in which the holiday is celebrated in order to receive payment for the holiday.

Section 15.03

Employees in the Department of Public Works who work in continuous operations will receive a compensatory day off in consideration for working on any legal holiday; either added to their vacations or as the employee needs them. When the legal holiday falls on a Saturday (except for Christmas and New Year's Day), employees in the Department of Public works, Division of Solid Waste Management will be scheduled to work on Monday through Thursday with one paid holiday. They will not be scheduled to work on Saturday, nor will they be paid. When Christmas and New Year's Day fall on a Saturday, the normal schedule

will be in force and employees in the Division of Solid Waste management will be off on Friday and Saturday with pay.

Employees covered by this contract who work the Easter Sunday, shall be compensated in accordance with Section 15.03 and 15.04 of this Agreement.

Section 15.04

Effective the date of ratification of this agreement all employees who work on holidays shall receive a bonus of \$10.00 per day for every holiday worked. This benefit does not apply to Public Safety Telecommunicators.

Section 15.05

All Public Safety Telecommunicators and Supervisors will receive ten and one half (10.5) hours equalization pay rather than time off for all holidays recognized by the City for other employees, whether they work those holidays or not. This equalization pay will be paid twice a year.

ARTICLE XVI

LEAVE WITH PAY FOR UNION OFFICERS

Section 16.01

Leave with pay shall be granted to Union officers or Delegates to Union Institutes, Educational Conferences, or Conventions, upon written request of the union. Unused days, up to a limit of 35 days may be carried over from one year to another. Effective January 1, 1988, the number of leave days available each year for Union business shall be

sixty-five (65) working days for all officers and delegates combined. However, ten (10) of those days must be for conferring on issues which management and Union agree to be mutually beneficial to both parties.

Section 16.02

This time will not be chargeable.

Section 16.03

Union Representatives in continuous operations shall be granted time off their scheduled shifts to attend monthly union meetings and contract ratification meetings.

Section 16.04

The City agrees, as per previous side letter dated February 24, 1992, to provide suitable office space for the union to conduct its business. The Union president will be assigned to the Union office full-time, with no loss of pay or benefits, to conduct the business of the Union, as per previous side letter dated February 23, 1973.

ARTICLE XVII

LEAVE OF ABSENCE

Section 17.01

Funeral – effective the date of ratification of this agreement funeral leave with pay for immediate family shall be up to a maximum of 5 working days, if required, from the date of death to the first day after burial. Immediate family is defined to include: mother, father, spouse, sister, broth-

er, daughter, son, grandparents, great-grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, sisters-in-law, brothers-in-law, common-law spouse (defined as living together for two or more years), or any relative of the employee's household. The leave shall be from the date of death to the beginning of the second working day after the date of burial. Step relatives will be considered members of the immediate family only under the following circumstances: step-parents and step-brothers and sisters when the employee was raised in the household and step-children when they were raised in the employee's household. (This time is not chargeable.)

The previous provision notwithstanding, the maximum amount of time for attending a funeral outside the United States and its territories shall be 5 working days.

Employees shall be granted a one day leave with pay to attend the funeral or memorial service for the death of the employee's aunt, uncle, niece or nephew, or the employee's spouse's grandparents, aunts, uncles, nieces and nephews, and the employee's cousin of the first degree. Employees will be required to bring documentation for this leave time. (This time is not chargeable).

If an employee is starting or is on a scheduled vacation and there is a death in the immediate family as defined in this agreement, the employee shall have the option to convert that vacation time to funeral leave time as provided herein. The City may require proof of death.

Section 17.02

Sick Leave Without Pay - permanent employees may request in writing a leave of absence without pay while temporarily either mentally or physically incapacitated to perform their duties. Such leave may be granted by the Employer for periods of three to six months each, but not to exceed a total of two years. The employee's treating physician must provide a written prognosis regarding the length of time the employee is expected to be absent from work prior to approval of the leave.

A leave of absence without pay for a temporary or provisional employee or an employee who has not completed his working test period shall be restricted to exceptional situations and shall not exceed sixty (60) days nor be continued beyond the termination of the temporary appointment or position itself. Any leave without pay for a temporary full-time or provisional employee may be terminated by the City at any time.

Section 17.03

Employees of the City of Trenton shall be granted pregnancy-disability leave, with or without pay, in the same manner under the same terms and conditions as they are granted sick leave. The granting of an individual's request for pregnancy-disability leave with pay shall not be handled differently than any other request for sick leave. However, the granting of such leave is mandatory once acceptable medical documentation of disability due to pregnancy has been established. The City reserves the right to send the employee to a City designated medical specialist for verification of the disability. The use of said sick leave shall be

limited only by the length of the employee's disability due to pregnancy, and the amount of earned sick leave available. The employee shall not be required to exhaust accrued leave before taking a leave without pay for pregnancy disability.

Section 17.04

Public Office - an employee elected or appointed to an elected public office other than such offices held by the employer (Mayor and City Council) may be granted a leave of absence without pay for the length of the term of office, plus an additional three months from the end of his term of office, provided that he applies to return to his old position within these three additional months.

Section 17.05

Union Employment - upon written notice and approval of the Business Administrator, up to two employees shall be granted a leave of absence without pay for employment with the Union for a period of two years.

Section 17.06

Jury Duty - an employee shall be granted a leave of absence with pay to service on any jury. No employee shall be required to return any jury fees or compensation received by them for serving on jury duty. Employees in continuous operations who are called for jury duty will be put on a day shift schedule for the complete time they serve on jury duty, on a Monday to Friday schedule.

Section 17.07

Military service - Any employee who is a member of a reserve force of the United States or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity not to exceed thirty (30) days in any calendar year. Those who volunteer for such assignments will not be eligible for a leave of absence with pay. Permanent employees will be eligible for the number of days of paid leave of absence in accordance with State law, which as of 1990 is up to 90 days per year.

Any employee who is drafted into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence, without pay, for the initial requirement period of military service.

Employees returning from authorized leaves of absence as set forth above, shall be restored to their original classification at the (then appropriate rate of pay) with no loss of seniority or other employee rights.

Section 17.08

When an employee is subpoenaed to appear in court as a result of any legal action arising from the performance of his/her duties with the City, the court appearance time will not be chargeable, and the employee will be paid for such time.

If the employee's appearance in court is in his/her capacity as a private citizen, the time is chargeable.

**ARTICLE XVIII
HEALTH AND WELFARE**

Section 18.01

The Employer agrees to continue fully paid coverage for all employees, spouses and dependents under the 14/20 Series of Blue Cross and Blue Shield Plan Rider J, or to provide equivalent or better health benefits coverage through a self-insurance program or independent carrier, as well as major medical coverage, or an amount equivalent for employees choosing the Health Maintenance optional Plan. The City will confer with union representatives before any change in the current plan is implemented. It is further agreed that the benefits received by eligible pensioners and their dependents under resolution #76-722 and NJSA 52:14-17.38 will be continued under any carrier the City may choose.

Should the State of New Jersey upgrade the present 14/20 Series Blue Cross and Blue Shield Plan Rider J coverage for its employees and thereby make available such upgraded Plan to the City of Trenton through our present group coverage during the terms of this Agreement, the City agrees to upgrade said Plan for employees covered by this Agreement.

The City agrees to continue to contract for a prescription plan for all active employees. The co-pay for non-generic drugs will be \$5; and there will be \$1.00 co-pay for generic drugs. A prescription drug plan or successor plan shall be provided for retirees unless and until such time the said retirees become eligible for a prescription drug plan from any other source. The co-pay for retirees will be reimbursed

up to the maximum co-pay limit of the New Jersey State Traditional or NJ Plus Plan. This benefit shall be provided to those who retire on or after January 1, 1983 who shall have at least 25 years of service or become permanently disabled in a service-connected incident. The co-pay or deductible amount for retirees is subject to an increase up to the amount of the co-pay for the State Medicaid Prescription Drug Program.

Section 18.02

Effective the date of ratification of this agreement, the City agrees to continue the Vision Care Reimbursement Program and will reimburse employees and eligible dependents not more than once each year \$75 for single vision lenses and \$80 for bifocal lenses.

The City agrees to continue the contributory Dental Care Program to be funded equally by the City and the employee.

Section 18.03

The City agrees to participate in the New Jersey Temporary Disability Plan, or another plan with substantially equivalent benefits, effective 1/1/95.

**ARTICLE XIX
SHIFT DIFFERENTIALS**

Section 19.01

The Employer agrees to pay a daily rate of \$10.00 per day for all employees who worked on shifts from 2:00 p.m. to 7:00 a.m.

**ARTICLE XX
LONGEVITY**

Section 20.01

A. Effective for all employees hired after January 1, 2003, Schedule A, fixed longevity rate schedule will be followed:

a. After five years of service	\$ 600
b. After ten years of service	900
c. After fifteen years of service	1,600
d. After twenty years of service	1,900
e. After twenty-five years of service	2,200
f. After thirty years of service	2,500
g. After thirty years of service, \$300 will be added for every five years of service beyond the thirty years.	

B. The following longevity schedule shall be in effect for all members for 1993, and for members with base salary less than \$24,000 after January 1, 1994:

a. After five years of service	\$ 600
b. After ten years of service	900
c. After fifteen years of service	1,600

d. After twenty years of service	1,900
e. After twenty-five years of service	2,200
f. After thirty years of service	2,500
g. After thirty years of service, \$300 will be added for every five years of service beyond the thirty years.	

C. Effective January 1, 1999, longevity pay for employees with base salaries of \$24,000 or more will be based on a percentage of base salaries, as follows:

5 years but less than 10 years	2.0%
10 years but less than 15 years	4.0%
15 years but less than 20 years	7.5%
20 years but less than 24 years	9.5%
24 years but less than 29 years	11.0%
29 or more years	11.5%

Employees who would lose money with the change to percentage longevity will be held harmless at their existing longevity pay amount until they are eligible for the next

longevity step, or until the percentage longevity would yield a larger longevity payment.

Section 20.02

All full-time employees of the City of Trenton are eligible for longevity payments commensurate with years of continuous City service. Part-time employees who come under the Civil Service jurisdiction and Pension Program, and who work a regular weekly schedule shall be entitled to longevity benefits on a pro-rated basis.

Section 20.03

Employment service with the City of Trenton ONLY is counted for longevity benefits; i.e. employment service with the Board of Education, the Housing Authority or any other level of government is not counted.

Section 20.04

Seasonal employment prior to permanent or temporary will not be counted in determining years of service.

Section 20.05

However, if seasonal employment is converted into regular employment without interruption, then this service will be counted toward continual service.

- a. Example: employee is hired for full-time seasonal work. After seasonal temporary period expires, employment is converted into regular employment.

- b. Answer: continuous service credit toward longevity units is earned inclusive of seasonal period.

Section 20.06

The longevity increase in salary as listed in Section 20.01 will be paid by increasing the employee's annual salary level as per the schedule in Section 20.01 during the first pay period after the employee completes five, ten, fifteen, twenty, twenty-five, or more years of service. In other words, each eligible employee will receive the amount indicated in section 20.01 during the 26 pay periods following the completion of five, ten, fifteen, twenty, twenty-five, or more years of service, as long as the employee receives other payment during that pay period.

Section 20.07

Continuous service is defined as unbroken employment for the City. Employees who quit or are terminated then return to work are considered broken-service employees and are entitled to be paid for unbroken-service only. Employee's service is deemed broken-service when he is continuously on involuntary lay-off, for economy reasons, for a period exceeding 1 year. Periods of employee involuntary lay-off for economy reasons of less than 1 year continuously are not considered broken-service periods and are counted in determining employee eligibility.

- a. Example: Employee works for 6 months, quits, or is terminated then returns to work after 6 months, quits, or is terminated then returns to work after 6 months, works continuously for 4 years, 6 months.

- b. Answer: Employee has no entitlement for units of longevity: initial employment of 6 months is not counted.

Section 20.08

Employees who were on Leave of Absence to serve in the Armed Forces of the United States after attaining a permanent certified position are entitled to longevity units equal to their City employment plus military service, provided, however:

- a. Employee was drafted and returned to work for the City within 90 days of his separation from military service.
- b. Employee enlisted to fulfill his military obligation and returned to work for the City within 90 days of separation from military service.
- c. Employee who re-enlists after being drafted or initial enlistment shall be determined by the Department of Administration after examining all the circumstances at the time of re-enlistment.

Section 20.09

For the purposes of the provisions in Article XX of this contract the following definitions are set forth:

- a. Longevity - extra pay for long service.

- b. Seasonal Employment - employment of short duration usually for the Summer or Fall.
- c. Unit of Entitlement - a unit of entitlement is consistent with Ordinance 68-28, for each 5 full years of continuous service employee receives 1 unit of entitlement, for 10 full years of service receives 2 units of entitlement, for 15 full years of service employee receives 3 units of entitlement, etc.
- d. Full-time Permanent Employee - employee either in Classified or Unclassified service on full-time employment certified by the Civil Service Department.
- e. Full-time Temporary Employee - employee either in Classified or Unclassified service on full-time employment not certified by the Civil Service Department.
- f. Lay-Off for Economy Reasons - employee laid-off from Permanent position certified by Civil Service Department because of insufficient funds to retain position on City Payroll.
- g. Termination - employee release from employment for any of the following reasons:
 - a. Discharged for disciplinary reasons
 - b. End of seasonal employment

- c. End of temporary employment
- h. Resignation - employee voluntarily terminates himself from employment.
- i. Calendar Year - period beginning January 1 and ending December 31 of any year.
- j. Part-time Employment - any employee who works less than full-time for any reason.

Section 20.10

Provided that the same procedure is implemented for all civilian employees of the City, increases from one longevity step to another will be dependent on satisfactory performance. The same procedures currently in place for approval or denial of salary increments (including appeals) will be used for approval or denial in increases in longevity steps. Any employee denied a longevity increase will be eligible for that increase the following year if his performance in the intervening year is satisfactory.

**ARTICLE XXI
CLOTHING ALLOWANCE**

Section 21.01

The employer shall supply to every new employee in accordance with the quantities listed in Section 21.01 and Building/Housing Inspector titles shall be eligible for a uniform allowance. Effective July 1, 1996, the Employer

agrees to supply replacement uniforms to all employees on an as needed basis. One (1) additional pair of work shoes shall be given to employees who previously received one (1) pair of work shoes each year. The extra pair of work shoes shall be given to these employees approximately six (6) months after the first pair had been issued.

A joint committee, comprised of union members and city representatives will meet to discuss and review the current process for purchasing uniforms.

Blue Collar

- Three summer shirts
- Three summer pants
- Two winter pants
- Two winter shirts
- Two short winter jackets
- One long jacket (winter) one pair work shoes (as appropriate) - second pair of shoes for all outside workers (one pair to be provided with each issue of uniforms)
- Three tee-shirts may be substituted for each summer shirt surveyed

Guards, Public Property

- Three summer shirts
- Three summer pants
- Two winter shirts
- Two winter pants
- Raingear
- One jacket

One overcoat
One pair black shoes
Two ties
One blouse coat
Two summer or winter slacks or skirts

School Crossing Guards

One overcoat
One raincoat
One hooded raincover
One wave hat (women)
One hat (men)
One tie
Three long sleeve shirts
Three short sleeve shirts
Two skirts or slacks (women)
Two pants (men)
One windbreaker
One safety vest

Collectors of Delinquent Accounts

Three light blue summer shirts
Three gray pants
Three light blue winter shirts
Two pair shoes
Navy blue sweater
Navy blue summer jacket
Navy blue winter jacket
(shirts and pants to be permanent press)

Court Attendants

Two navy blue blazers
Two navy blue sweaters
Three gray pants (summer)
Two gray pants (winter)
Three blue shirts (summer)
Two blue shirts (winter)
Two navy blue ties
One pair black shoes

In addition, the Employer will provide for those blue collar employees and inspectors, whose duties require that they work outdoors in the rain, foul weather gear, specifically rain suit consisting of jacket and pants, a rain hat, and boots. Because of the longer life of these items, they will not be surveyed in the same manner as uniforms, but will be replaced as needed. The foul weather gear is the property of the Employer and must be returned to the employer at the time an employee terminates.

Section 21.02 - Uniform Replacements

In January of each year, there shall be one general order for both winter and summer uniform replacements. Colors of uniforms will be limited to blue for foremen and Lincoln green for all others. This order shall be based on surveys at which employees must show damaged or worn clothing to their supervisor to have the order placed. The worn uniform need not be turned in for an order to be placed. Interim orders shall be placed during the year as need arises for new issue or as clothing is damaged which was not surveyed.

Section 21.03

The general maintenance and upkeep of the clothing will be the responsibility of the employee.

Section 21.04

The Employer agrees to provide the Health Division Graduate Nurses and Public Health Nurses with reimbursement up to \$350 in one year (in the manner prescribed below) for the following uniforms:

- Four winter uniforms
- Four summer uniforms
- One winter coat
- One raincoat
- One pair of white summer shoes
- One pair of navy blue winter shoes

A winter (navy blue) or summer (light blue) uniform may consist of:

One pants or jumper or skirt and one jacket or vest and one blouse and one sweater or one piece dress.

The Employer agrees to provide the Visiting and Public Health Nurses with reimbursement up to \$350 in one year (in the manner prescribed below) for the following uniforms:

- Four winter uniforms
- Four summer uniforms
- One winter coat
- One raincoat

- Two pairs of white shoes
- Three caps
- White stockings as needed

The Employer agrees to provide Practical Nurses and Health Aides with reimbursement up to \$350 in one year (in the manner prescribed below) for the following uniforms:

- Five winter uniforms
- Five summer uniforms
- Two pairs white shoes
- Three caps
- White stockings as needed

Section 21.05

The maximum of \$350 or \$200 shall be allowed in one year for the purchase of uniforms for newly hired Nurses and Health Aides, and for replacement of clothing as needed for existing personnel. Worn or damaged uniforms must be shown to the supervisor to receive approval to purchase replacement apparel. Reimbursement shall be authorized only upon submission of proper proof of purchase.

Section 21.06

The Employer shall provide employees in the titles listed below a smock, as a covering for their normal clothing:

- Cashier
- Principal Cashier
- Building Service Workers
- Clerical Employees in Police Public Information Section

Section 21.07

The City will provide to each Water System Distribution Technician a coverall, or other uniform specified by City.

Section 21.08

The employer agrees to provide Parking Enforcement officers with reimbursement up to \$300 in one year for the following uniforms:

- One Jacket
- One hat
- One tie
- One overcoat
- Two winter Shirts
- Three summer Shirts
- Two winter pants (men)
- Three summer pants (men)
- Five winter or summer slacks or skirts (women)
- One handbag

The employer agrees to provide Public Safety Telecommunicators, Senior Public Safety Telecommunicators, and supervising Public Safety Telecommunicators with reimbursement up to \$200 in one year for the following uniforms:

- Three navy blue pants
- Five blue or white shirts
- Black shoes
- One black belt
- One badge

Uniforms purchased must be in compliance with specifications prepared by the City. Worn or damaged uniforms must be shown to the supervisor to receive approval to purchase replacement apparel. Reimbursement shall be authorized only upon submission of proper proof of purchase.

Section 21.09

The employer shall provide each employee in the following titles a blue jacket with zip-out liner and a baseball cap, with appropriate "inspector" patches with initial use to be in 1994:

- Building Inspector
- Electrical Inspector
- Housing Inspector
- Plumbing Inspector
- Senior Housing Inspector
- Sanitary Inspector
- Cost Estimator
- Senior Cost Estimator

**ARTICLE XXII
PAY SCALES**

Section 22.01

The pay scales for all employees covered by this Agreement shall be those contained in Appendix A attached hereto and made part of this Agreement.

Section 22.02

Salary increases shall be given as follows:

January 1, 2002	3.2%
January 1, 2003	3.2%
January 1, 2004	3.3%
January 1, 2005	3.3%
January 1, 2006	3.3%

Section 22.03

Effective January 1, 1985, increments will be earned on the basis of merit.

Section 22.04

Effective the date of ratification of this agreement, all laborers in the Streets Division who are assigned as asphalt rakers shall receive \$1.10 per hour above their regular hourly rate of pay. Anyone filling in for a laborer regularly assigned, as an asphalt raker shall receive additional hourly rate for each day worked in that position.

Section 22.05

Public Safety Telecommunicators, Supervising Public Safety Telecommunicators, and Senior Public Safety Telecommunicators who are qualified as having the following skills shall receive the amounts each year, payable semi-annually:

	<u>1996</u>	<u>1997&1998</u>
Fire Dispatcher or Police Dispatcher (1st)	\$500	\$300
Fire Dispatcher or		

Police Dispatcher (2nd)	100	300
EMS Dispatcher*	100	300

*Only if Communications Center is doing EMS Dispatching.

Effective January 1, 2000 all Public Safety Telecommunicators and Supervising Public Safety Telecommunicators agree to provide the City twenty (20) hours of training annually.

Section 22.06

In consultation with the Union, the City will develop a qualification pay plan to encourage employees in various titles to obtain appropriate licenses, certifications and qualifications beyond what is minimally required for each job.

Tuition/Fee Reimbursement

The City will reimburse employees for the cost of approved licenses, tests, certifications, etc. necessary to maintain job qualifications. To qualify for reimbursement, the employee's Department Director must obtain written approval from the Business Administrator prior to the employee's fee/tuition expenditure. Reimbursement will be approved for a grade of C or better or Pass (i.e., Pass/Fail), as appropriate. Requests for reimbursement will be considered on a case-by-case basis.

Continuing Education/Qualification Pay Plan

The City will compensate an employee for attaining certain City-designated and approved license's, certification, and qualifications beyond that minimally required for each job. Reimbursement approval must be obtained in writing from the Business Administration, payment to be made in July of each year. Reimbursement will be approved for a grade of C or better or Pass, as appropriate. The following licenses/certifications are included within this program at this time.

All Mechanic Titles (Automotive Service)

Excellence (ASE)	\$ 300
Mechanic, Fire Apparatus (Emergency Vehicle Technician (EVT), per certification)	500
Senior Mechanic, Fire Apparatus (EVT)	500
Supervising Mechanic, Fire Apparatus (EVT)	500
Certified Pesticide Applicator License	1,000
Certified Social Worker	500
Chief of Fire Apparatus	500
Principal Purchasing Assistant (Registered Public Purchasing Specialist	300
Inspector (ICS, RCS, HHS)	1,000

Heating & Air Conditioning Mechanic (HVAC Pneumatics)	300
Certified Black Seal Boiler License	300
Sewage Plant Operator (S1, S2)	500
Sewage Plant Operator (S3)	1,000
Sewage Plant Operator (S4)	1,500
Supervisor Sewers (C1, C2)	500
Supervisor Sewers (C3)	1,000
Supervisor Sewers (C4)	1,500
Sr. Sewage Plant Operator/ Lab Technician	500
Sr. Sewage Plant Operator/ Lab Mgr, Lab Sup.	1,000
Certified Pool Operator	500
Chemist Water Analysis (Lab. Mgr., Lab Supv.)	1,000
Water Treatment Plant Operator (T1, T2,)	500
Water Treatment Plant Operator (T3)	1,000
Water Treatment Plant Operator (T4)	1,500
Water Treatment Plant Operator (W1, W2)	500
Water Treatment Plant Operator (W3)	1,000
Water Treatment Plant Operator (W4)	1,500
Nurse (B.S. Nursing)	750
Animal Control Officer (Veterinary Technician)	300
Sanitary Inspector (Public Health/Environmental Health)	1,000

*Employee's may receive one (yearly) increment only, regardless of the number of additional qualifications attained.

The City and union agree to meet and discuss any qualifications not contained in this agreement as they arise.

Section 22.07

The parties agree that Public Safety Telecommunicators and Supervisors who were previously represented by the FMBA, and who are receiving Consolidation Pay will, effective January 1, 1994, continue to receive semi-annually Consolidation Pay (considered salary with pension deduction after their 22nd year of service). The parties agree further this Consolidation Salary will not be subject to the negotiated annual increase received by the bargaining unit. The parties further agree effective 1/1/94; the payment will be \$1,300 per annum for Supervisors and \$1,200 per annum for Telecommunicators paid semi-annually. This agreement succeeded the previous agreement dated 2/24/92 addressing Consolidation Pay.

ARTICLE XXIII CAR ALLOWANCE

Section 23.01

Compensation to City employees working in the job titles listed under Section 23.03 where use of private cars for properly authorized and verified City business required by the City shall be thirty-five cents (\$.35) per mile during the duration of this Agreement. If the price of gasoline now agreed to be at \$1.495 per gallon for unleaded regular gasoline increases ten cents (\$.10) per gallon during the life of this Agreement, the compensation shall automatically increase by one cent (\$.01) per mile.

Section 23.02

In addition, those employees listed under Section 23.03, upon presentation of documentation of the employee's automobile insurance policy having liability coverage amounting to at least \$100,000/\$300,000 and property damage amounting to \$25,000, shall be reimbursed by the City up to \$500 per year effective January 1, 2003 and January 1, 2004, up to \$600 per year effective January 1, 2005 and January 1, 2006 towards the cost of such insurance. If an employee vehicle is damaged the City will reimburse up to a \$500 deductible after the accident/damaged is reviewed. In all cases the employee is required to obtain a police report for documentation of incident. The car insurance reimbursement shall be paid semi-annually in two equal installments after documentation of required coverage is presented to the Assistant Business Administrator.

Section 23.03

Employees serving in the following titles are eligible to receive the car allowance described in Section 23.01 and 23.02:

- Assistant Assessor
- Building Inspector
- Clerk
- Clinic Attendant
- Community Organization Specialist
- Cost Estimator
- Drug Abuse Counselor
- Electrical Inspector
- Field Representative, Disease Control

Field Representative, Health Educator
Graduate Nurse, Public Health
Health Aide
Housing Inspector
Job Developer
Legislative Aide
Loan Advisor
Plumbing Inspector
Principal Welfare Investigator
Program Analyst
Project Coordinator, Construction
Public Health Investigator
Public Health Nurse
Public Health Nutritionist
Research Aide
Sanitary Inspector
Senior Assistant Assessor
Senior Building Inspector
Senior Cost Estimator
Senior Electrical Inspector
Senior Health Aide
Senior Housing Inspector
Senior Loan Advisor
Senior Plumbing Inspector
Senior Public Health Nurse
Senior Sanitary Inspector
Senior Traffic Analyst
Senior Water Meter Reader
Senior Welfare Investigator
Social Case Worker
Social Service Aide

Traffic Analyst
Water Meter Reader
Water Meter Reader and Inspector
Zoning Inspector

ARTICLE XXIV PERSONAL LEAVE DAY

Section 24.01

Effective January 1, 1997, the Employer agrees to provide four (4) personal leave days annually for all employees hired prior to July 1, 1996. The employer agrees that all new employees hired after June 30, 1996 will be eligible after one year of employment for a maximum of three (3) personal leave days annually. Employees shall notify their supervisor at least one day in advance of the time when they wish to take their personal days. Provided such notice is given, the request should not be unreasonably denied. However, management has the right to exercise control over the use of personal days and may disallow such use if it would unduly impact the work unit's ability to provide a service.

Section 24.02

Personal leave shall be earned as follows:

Employees with one to five years of service must have eight earned sick days on the books as of December 31, in order to have all personal leave days distributed on January 1st; otherwise personal leave days will be distributed as earned on a quarterly basis.

After five years of service, the personal leave days shall be distributed on January 1st.

Section 24.03

All employees at retirement shall be paid for all unused personal leave days which they could have utilized during the year in which they retire.

Section 24.04

Instead of the allotment of personal days, Public Safety Telecommunicators shall receive each year an equivalent number of additional vacation days, with three of these additional days designated as "demand days".

**ARTICLE XXV
STRIKES AND OTHER JOB ACTION**

Section 25.01

The Union membership recognizes and acknowledges the existing state of the law in the State of New Jersey including Chapter 303 relating to the rights of public employees to strike.

Section 25.02

The Union will not authorize or sanction any strike or job action during the term of this Agreement. In the event of a "Wildcat Strike" the Union will endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the procedures set up herein.

**ARTICLE XXVI
MANAGEMENT**

Section 26.01

The employees recognized by this Agreement must be reserved to the Employer. Therefore, the right to direct the working force of the City is reserved to the limitations of this Agreement by the City, exclusively.

Section 26.02

The management and the conduct of the business of the City and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees to designate into a job classification, assign, transfer and promote them, to discipline, order and efficiency consistent with the Rules and Regulations of the Civil Service Commission. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement.

Section 26.03

While the Union recognizes that decisions regarding contracting for services are exclusively the prerogative of management, it is agreed that the Employer will discuss such considerations with the Union first. This provision

*applies in cases in which
involving an entire business*

*ADMINISTRATIVE
MANAGEMENT*

*Section 26.01
Agreement
the future
Section 26.02
Agreement*

applies in cases in which the Employer is considering eliminating an entire bureau or division through contracting.

**ARTICLE XXVII
ADMINISTRATIVE CODE, ADMINISTRATIVE
MANUAL AND RULES AND REGULATIONS**

Section 27.01

The employer hereby recognizes and agrees that the Administrative Code, Administrative Manual of the Employer and the rules and regulations of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments hereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which event the provisions of this Agreement shall prevail.

**ARTICLE XXVIII
APPLICABLE LAWS**

Section 28.01

The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

**ARTICLE XXIX
GENERAL PROVISIONS**

Section 29.01

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 29.02

Bulletin boards shall be made available by the Employer at each of the work locations, for the exclusive use of the Union for the purpose of posting union announcements and other information of a non-controversial nature.

Section 29.03

It is understood and agreed that if any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific portion of this Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

Section 29.04

It is agreed that representatives of Employer and representatives of the Union will meet every two months to discuss matters of general interest or concern, matters, which are not necessarily a grievance as such.

Section 29.05

New employees shall attend an employee orientation session no later than three months after their employment, at which time they shall receive copies of the appropriate Union contract, Blood Bank rules pension book, Civil Service Bulletin and any other data, which may be agreed upon. Employees unable to attend because of their work schedule will receive the same information before three months of employment is completed.

Section 29.06

For an employee who has sustained an on the job injury or illness and will never be able to perform his/her former duties, the City will make every effort to transfer that employee to a vacant, available position of less demanding duties.

For an employee who has sustained an on the job injury or illness and will be able to return to his/her former duties upon a doctor's release, the City will at its discretion, allow the assignment of lighter duties where available and not disruptive to regular working conditions or not resulting in overtime or other additional expense.

Section 29.07

Any employee on leave of absence, vacation, or job injury shall be notified by the payroll clerk of his/her unit of any action which the employee must take within a specified period of time to retain his/her employment rights or fringe benefits, or to secure additional benefits provided by or through the employer, as are employees not on leave.

Section 29.08

The City will institute an Accident Review Committee with representation from Local No 2286 on the committee.

Section 29.09

The City and Union will jointly cooperate to resolve issues concerning various issues within Departments of the City, which may include, but not be limited to scheduling, compensatory time, vacation and personal leave request.

Section 29.10

The City will enter into an agreement with the New Jersey Department of Personnel to enter into a mediation program prior to cases being forward to the New Jersey Office of Administrative Law.

Section 29.11

In conjunction with the implementation of the Employee Performance Evaluation Program, the Employer agrees to meet with the Union to devise ways to recognize and reward good employees. Such discussions may include, but are not limited to a bonus system, an awards program, or an annual awards dinner. The Employer agrees to contribute \$2,000 each year toward the Employee Awards Program.

Section 29.12

Within sixty (60) days after signing this Agreement, the City will reproduce this Agreement in sufficient quantities so that each employee covered by this Agreement may receive a copy and so that there are sufficient additional

copies for distribution to employees hired during the term of this Agreement and forty (40) copies for use by the Union.

The Union agrees to reimburse the City one-third the cost of reproducing the Agreement provided it is reproduced by an appropriate trade's union printer.

Section 29.13

It is hereby agreed that Interest Arbitration for Local 2286 shall be eliminated upon ratification of this agreement.

Section 29.14

The language of this agreement supersedes the consolidation agreement signed by the City of Trenton, AFSCME Local 2286, and FMBA Local #6 covering police and fire dispatchers. Any special provisions for Public Safety Telecommunicators, which were stated or implied by that agreement or any other agreement dated prior to January 1, 1992, shall become void unless specifically included in this agreement or in any other agreement between the City and AFSCME 2286 dated after January 1, 1992.

ARTICLE XXX TERMINATION

Section 30.01

This Agreement shall be effective as of the 1st day of January 2002, and shall remain in full force and effect until the 31st day of December 2006. It shall be automatically renewed thereafter unless either party shall notify the other in writing 90 days prior to the anniversary date that it

desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 60 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

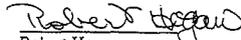
Section 30.02

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the City of Trenton has caused its corporate seal to be affixed hereto and attested by its City Clerk and these presents to be signed by its Mayor, and the Union has caused its proper corporate seal to be hereto affixed the day and year first above written.

LOCAL 2286 AMERICAN CITY OF TRENTON
FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO


Dave Tallone
President

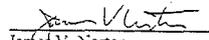

Robert Hogan
1st Vice President


Greg Adams
2nd Vice President


Renee Wegscheidler
Treasurer


Kellesue McMillan
Secretary


Jane Feigenbaum
Business Administrator


James V. Norton
Personnel Officer

<u>Range</u>	<u>Title</u>
9	Account Clerk
9	Account Clerk Typing
35	Accountant
31	Accounting Assistant
31	Administrative Clerk
44	Alcoholism Counselor
15	Animal Control officer
9	Assessing Clerk
36	Assistant Administrative Analyst
13	Assistant Animal Control Officer
31	Assistant Assessor
52	Assistant Chief Clerk (City Clerk)
36	Assistant Planner
36	Assistant Social Case Work Supervisor
36	Assistant Supervising Laborer
28	Assistant Supervisor of Customer Service
31	Assistant Supervisor of Garage Services
31	Assistant Violations Clerk
14	Assistant Water Treatment Plant Operator
14	Boiler Operator
45	Budget Examiner
38	Building Inspector
11	Building Maintenance Worker
8	Building Service Worker (20 hrs per week)
31	Carpenter
12	Carpenter Helper
17	Cashier
9	Chauffeur
39	Chemist