

AGREEMENT

BETWEEN

CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, NJ COUNCIL #63
(AFSCME)

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement is entered into this 1st day of January 2021 between the City of Asbury Park, the County of Monmouth, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City"), and the American Federation of State, County, and Municipal Employees NJ Council #63 (hereinafter referred to as AFSCME").

WHEREAS, the City and AFSCME have heretofore entered into negotiations as to various matters concerning the conditions of employment, and

WHEREAS, the City and AFSCME now desire to reduce the Agreement arrived at by said negotiations to a written agreement:

NOW THEREFORE: WITNESSETH that the parties hereto hereby agree as follows:

ARTICLE I – RECOGNITION

The following titles are examples of the members of this bargaining unit:

Professional Employees:

Administrative Analyst
Administrative Clerk
Administrative Secretary
Administration Secretary/Office Services Manager
Assistant Chief Sewage Plant Operator
Assistant Planner
Assistant Zoning Officer
Beach Supervisor
Building Inspector (P/T)
Building Inspector (F/T)
Chief Housing Inspector
City Planner (Supervising Planner)
Computer Service Technician
Construction Officer (P/T)
Electrical Inspector
Executive Secretary
Fire Inspector
Fire Prevention Specialist (Non-UFD)
Human Resource Coordinator
Municipal Engineer
Municipal Treasurer
Network Administrator
Payroll Supervisor
Plumbing Inspector
Principal Engineering Aide
Principal Planner
Program Development Aide, Community Service
Purchasing Agent
Recreation Supervisor
Registrar of Vital Statistics
Senior Computer Service Technician
Social Worker, Health
Sub-Code Official (P/T)
Sub-Code Official (F/T)
Supervising Accountant
Supervising Account Clerk
Supervising Laborer
Supervising Mechanic
Supervising Maintenance Repairer

Supervisor of Senior Citizen Activities
Supervising Sewage Plant Repair
Supervisor of Accounts/Purchasing Agent
Technical Assistant, Office of Construction Official
Transportation Manager (Supervising Planner – Transportation)
Zoning Officer (P/T)
Zoning Officer (F/T)

ARTICLE II - UNION RIGHTS AND PRIVILEGES

A. The City agrees to permit the posting of Union information on one (1) bulletin board in a designated area where Union employees are assigned, with the exception of the posting, of any political notices. All notices must include the name of the person who is responsible for the posting thereof.

B. The Union may request the names and salaries of its bargaining unit members up to four (4) times per calendar year. As soon as practicable after receiving the request, the City shall provide the information to the Union.

C. No more than two (2) Union committee members may attend meetings, exclusive of negotiations, scheduled by the City Manager regarding Union matters, or their designee, without loss of pay.

D. No more than two (2) Union officials shall be permitted time, upon reasonable advance notice to and approval by the City Manager or Deputy City Manager, to investigate or process grievances during regular business hours, without loss of pay or time.

E. Employees shall have the right and responsibility to notify their department head or administrative supervisor of all hazardous and unsafe conditions not corrected by their administrative Supervisor. No employee shall be required to operate equipment or work under unsafe-conditions.

F. Two (2) delegates will be allowed a total of six (6) days in the aggregate to go to a Union convention in any calendar year without any loss of pay or time.

ARTICLE III - DUES CHECK OFF/AGENCY FEE

A. The City hereby agrees to deduct from the salaries of employees covered by this Agreement dues for Union membership. Said monies, together with records regarding any corrections, shall be transmitted to the Union offices at 2653 A Whitehorse-Hamilton Square Rd., Hamilton, NJ 08690 by the end of the next month following the semi-monthly pay period in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the City written notice thirty (30) days prior to the effective date of such change on stationary bearing the Union letterhead.

B. Any employee covered by this Agreement who does not choose to have dues deducted from their salary must, as per the NJ Workplace Democracy Enhancement Act, provide written notice during the 10 days following each anniversary date of their employment. The notice of revocation shall be effective on the 30th day after the anniversary date of employment. The Union will provide the necessary check-off authorization forms, and deliver said forms to the designated City officials as provided for in N.J.S.A. 52:1415(e), as mandated.

C. The Union indemnities, defends, and saves the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City or any action taken by the City under all sections of this article.

ARTICLE IV - HOURS OF WORK AND OVERTIME

A. The following shall constitute the hours of work for the employees in this unit:

1. All employees shall work five (5) consecutive days per week, Monday through Saturday.

Work days are a management prerogative and may be assigned accordingly.

2. Employees with the following titles shall work forty (40) hours per week shall work eight (8) consecutive hours per day, except if on shift work: Assistant Sewage Plant Operator, Supervising Laborer, Supervising Mechanic, Supervising Maintenance Repairer, Supervising Sewage Plant Repairer. All other employees within this bargaining unit shall work thirty-five (35) hours per week, shall work seven (7) consecutive hours per day, except if on shift work.

B. Overtime for each hour worked in excess of the employee's regular work week shall be compensated in compensatory time at a rate as follows and in accordance with the Fair Labor Standards Act (FLSA):

1. Meetings that an employee is requested to attend by the City Manager, in writing, as a regular function of their position outside of their normal working hours will be compensated on an hour-for-hour basis.

2. Normal and routine work that is part of an employees' regular function will be compensated at a rate of one and one-half hour (1 ½) for each hour exceeding 40 hours per week with written authorization from the City Manager. Normal and routine work that is part of an employees' regular function between 35 and 40 hours per week shall not be eligible for additional compensation, unless authorized in writing from the City Manager. If authorized by the City Manager, the employee will be compensated on an hour-for-hour basis.

3. Emergency response activities directed by the City Manager on Sundays and holidays (regardless of the number of hours worked that week) will be compensated at a rate of one and one-half hour (1 ½) for each hour worked.

4. Municipal Court staff shall be compensated at a rate of one (1) hour per phone call for assigned thirty (30) day standby obligation.

5. Only overtime requested by and/or authorized in advance by the City Manager, Deputy City Manager or Department Director in writing shall be compensable.

6. Depending on budget allocations, overtime need not be taken as compensatory time.

7. In the event an employee is not able to utilize all accumulated compensatory time off within the calendar year earned, because of emergent City business, then and in such case the employee shall be permitted to be carry over a maximum of thirty-five (35) hours to the next succeeding calendar year. As of January 1, 2021, employees with an excess of one hundred (100) compensatory time off hours shall be required to reduce the balance by a minimum of fifty (50) hours each year through the end date of this agreement.

8. If an employee dies while in the employ of the City, their estate shall be entitled to fifty percent (50%) of their accumulated compensatory time, up to a maximum of fifteen thousand dollars (\$15,000.00).

C. Employees may work remotely with written permission from the City Manager and requested at a minimum of forty-eighty (48) hours in advance. Employees may not work remotely more than one (1) day per week. Exceptions may be granted for emergencies at the sole discretion of the City Manager. In the case of natural disasters or other states of emergency, the City Manager and/or Deputy City Manager may issue new policies regarding remote work on a temporary basis as necessary.

D. DISTRIBUTION OF OVERTIME:

1. Overtime will be distributed as equally as possible among those employees who normally perform the work, based on seniority and rotation.

2. If no employee is available for overtime in the job title/classification, then the employee with the least amount of overtime in the Department shall be asked, if qualified to do the work.

3. Overtime during snow removal, declared disasters, or other weather-related emergencies: Employees who are requested to perform work during snow storms or emergencies, declared disasters, or other weather-related emergencies shall be compensated at the rate of one and half hour (1 1/2) for each hour worked.

ARTICLE V - STRIKES AND LOCKOUTS

The Union agrees that it shall not authorize, sanction, or approve any strike, stoppage, or slowdown during the term of this Agreement. The City agrees that it shall not cause any lockouts.

ARTICLE VI - PERSONNEL FILES

A. Any employee covered by this Agreement shall have the right to inspect and obtain copies of documents from their personal personnel file maintained in the City Personnel Department upon ten (10) working days written notice to Any employee the custodian thereof and in accordance with governing law. The employee may inspect their file during regular business hours and only on the employee's own time. The file must be inspected in the office where it is maintained.

B. An employee may place a response to anything in their personnel file no later than ten (10) days after the employee has notice of a document being placed in their file.

C. The contents of the employee's personal file shall only be released to someone other than a City agent by Court Order or Subpoena.

D. No material or writings relating to an employee's conduct, service, character, or personality, shall be placed in said employee's personnel file unless it is signed by the person submitting the information and signed (under protest, if desired) by such member with the Union official present and given a copy before it is incorporated into their file. Any employee of this Union shall have the right at reasonable time to examine their file if so desired.

ARTICLE VII - NEW EMPLOYEES

The City Manager, or their designee, shall notify the Union President of the name of any newly hired employees in this bargaining unit within ten (10) working days from the date the employee commences work.

A small, dark, handwritten mark or signature located in the bottom left corner of the page.A blue handwritten signature or initials located in the bottom right corner of the page.

ARTICLE VIII – HOLIDAYS

A. The following holidays shall be "paid" holidays per year as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday following Thanksgiving
14. Christmas Day
15. Easter Sunday (only if worked on schedule)

B. When any employee member of this bargaining unit is required to work on any of the above fifteen (15) holidays or at a time when City Hall is officially closed by the City Manager due to an emergency, they shall be paid or compensated with compensatory time, at a rate of one and one half hour (1 ½) times the regular rate of pay of said employee.

C. Employees may use accrued vacation leave for religious holidays beyond those enumerated herein. Employees may elect to take off up to two (2) days per year for religious holidays without pay.

ARTICLE IX - JURY DUTY

A. An employee shall receive full salary while serving on jury duty in exchange for an assignment and delivery to the City of their jury duty compensation, exclusive of travel or expense compensation.

B. If an employee is not required to be present for jury duty for the entire length of the summons, they must return to work the day immediately following dismissal.

ARTICLE X – VACATIONS

A. The vacation year shall run from January 1 through December 31 of the calendar year. Vacation shall be earned for time worked, and shall not be accrued during, leaves of absence, paid or unpaid, suspensions or injury leave in excess of two (2) consecutive months.

B. Vacation days are earned one (1) day per month for new employees from the date of hire through December 31st for the calendar year in which they are hired. Vacation shall be earned in the following manner, commencing on January 1st of the full calendar year (January to December) of employment stated in each category below through the last day of the last year stated in each category below:

<u>Years of Completed Service</u>	<u>Vacation Days</u>
One (1) to Five (5)	Fourteen (14)
Six (6) to Ten (10)	Sixteen (16)
Eleven (11) to Fifteen (15)	Twenty (20)
Sixteen (16) to Twenty (20)	Twenty-two (22)
Twenty-One (21) to Twenty-Four (24)	Twenty-five (25)
Twenty-Five (25) and Over	Twenty-eight (28)

For employees hired after January 1, 2018:

<u>Years of Completed Service</u>	<u>Vacation Days</u>
One (1) to Five (5)	Twelve (12)
Six (6) to Ten (10)	Fourteen (14)
Eleven (11) to Fifteen (15)	Eighteen (18)
Sixteen (16) to Twenty (20)	Twenty (20)
Twenty-One (21) to Twenty-Four (24)	Twenty-three (23)
Twenty-Five (25) and Over	Twenty-five (25)

Vacation days are earned on a prorated basis for terminating employees.

C. The City Manager, or where appropriate, the Department Head, has the right to approve or reject all requests for vacation. Vacation may be taken at any time during the year, if authorized in advance by the City Manager or the Department Head.

D. In the event an employee is not permitted to take their vacation within the calendar year earned, because of emergent City business, then and in such case the said vacation shall be permitted to be carried over to the next succeeding calendar year, subject to and conditioned upon approval of the City Manager, or their designee.

E. The City Manager or their designee shall base the schedule of vacations to be taken by employees on a seniority basis.

F. Vacation shall not accrue after an employee has resigned or retired, even if their name is retained on the payroll until exhaustion of vacation.

G. If an employee dies while in the employ of the City, their estate shall be entitled to be paid for their unused accumulated vacation time.

H. Upon separation of employment with the City, employees shall be entitled to be paid for their accumulated vacation time if not exhausted by the date of separation. The vacation time accrued during the calendar year in which separation of employment occurs shall be paid out on a pro-rated basis.

ARTICLE XI - LEAVE OF ABSENCE

A. The City Manager has the discretion to grant a leave of absence without pay for good cause for a period of up to one (1) year to an employee who has completed at least one (1) full year (12 months) of active service. Such leave of absence shall be subject to all appropriate laws and regulations.

1. While on approved leave of absence, employees shall not accrue time off, and the City shall not contribute to the employee's pension or health benefits.

B. Upon completion of an unpaid leave, the employee shall be reinstated consistent with all applicable laws and regulations.

ARTICLE XII - LAYOFF AND TERMINATION

A. Wherever it shall be necessary to decrease the number of employees in this unit, an employee shall be laid off in accordance with New Jersey State Statutes and Civil Service Rules and Regulations.

B. Re-employment rights after layoff shall be governed by applicable New Jersey State Statutes and Civil Service Rules and Regulations.

C. At the time of a layoff, an employee of this bargaining unit employed by the City for a minimum of twelve (12) months shall receive all accrued vacation time due but not taken, plus the regular rate of pay for the remainder of the pay period in which the layoff occurs.

ARTICLE XIII - BEREAVEMENT LEAVE

A. A member of this group shall be granted four (4) consecutive working days off with pay for a death in the immediate family, which shall consist of spouse/domestic partner, child/stepchild, parent/stepparent, sibling, grandparent, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, sister-in-law, and brother-in-law.

B. A member of this group shall be granted one (1) working day off with pay for the death of an aunt or uncle.

ARTICLE XIV - PERSONAL LEAVE

A. Employees shall be granted four (4) working days off per year with pay, providing the employee calls their immediate Department Head prior to their shift to report same, for the purpose of conducting matters of business or of an emergency nature, defined to mean personal business that cannot be performed outside of an employee's regularly scheduled work day.

B. Such time shall not be deducted from an employee's accumulated sick leave or vacation leave.

C. Personal leave cannot be accrued from year to year and cannot be added to one's vacation time.

D. In the event of any emergency situation that prevents the employee from calling, (as in A above), said requirement shall be waived. It is understood, however, that it is the responsibility of the employee to justify the nature of any emergency situation to the employer upon their return to work.

E. New employees, terminating, or retiring employees shall be granted personal leave on a prorated, quarterly basis.

ARTICLE XV - SICK LEAVE

A. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any member of this bargaining unit on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and eighteen (18) calendar days in every year thereafter, except for employees hired on or after January 1, 2015, who shall receive fifteen (15) days thereafter.

2. After the first year of employment, and in anticipation of continued employment, employees will be credited with eighteen (18) sick leave days at the beginning of each calendar year, except for employees hired on or after January 1, 2015, who shall be credited with fifteen (15) sick leave days at the beginning of each calendar year.

3. Sick leave shall not accrue during a leave of absence without pay or a suspension.

4. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

5. Sick leave shall not accrue after an employee has resigned or retired if their name is retained on the payroll until exhaustion of vacation or other compensatory leave.

6. Sick leave shall be earned and used in hour format.

7. Upon retirement, each permanent full-time employee shall receive a payout of their accumulated sick leave time, not to exceed the amounts as prescribed below, based on hire date:

<u>Hire Date</u>	<u>Sick Leave Payout upon Retirement</u>
Prior to 5/1/1982	100% of accumulated sick time or 225 days, whichever is lower
Prior to 1/1/1996	50% of accumulated sick time or 135 days, whichever is lower
Prior to 1/1/2018	50% of accumulated sick time or \$15,000, whichever is lower
1/1/2018 or later	50% of accumulated sick time or \$7,500, whichever is lower

8. Upon the death of an active employee, the employee's accrued sick time shall be paid at 50% of the amount accrued at the time of death to the designated beneficiary of the employee to a maximum not to exceed \$7,500.00.

B. REPORTING OF ABSENCE FOR SICK LEAVE

1. If an employee is absent for reasons that entitle him/her to sick leave, their supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. Promptly is defined by 9:15 AM on the day scheduled to work. Barring catastrophic injury, failure to provide notice shall constitute a sick day.

2. Failure to so notify a supervisor shall be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation with no appeal.

C. VERIFICATION OF SICK LEAVE

1. An employee shall be required to submit acceptable medical evidence substantiating the illness and physician certification that said employee is able to return to full duty. If this evidence is not provided, the employee shall be sent home.

2. Any employee who has been absent on sick leave for periods of three (3) or more consecutive work days or periods totaling ten (10) days in one calendar year, consisting of periods of less than three (3) consecutive work days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

3. The City can require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances.

4. Any employee utilizing sick time on the immediate day before or immediate day after a holiday will be required to provide verification from a doctor as to illness. Employees that do not provide verification will be subject to disciplinary action.

5. Abuse of sick leave shall be cause for disciplinary action.

6. The City can require an employee who has been absent because of personal illness, as a condition of their return to duty, to be examined, at the expense of the City, by a physician designated by

the City. Such examination shall establish whether the employee is capable of performing their normal duties and, in addition thereto, that their return will not jeopardize the health of other employees.

D. PERFECT ATTENDANCE PROGRAM

Any employee covered by the terms of this agreement who uses less than seven (7) hours of sick leave for the calendar year, shall receive an additional four (4) vacation days to be used in the next year only. These days may be cashed in at the rate earned in January of the following year, pending the proper budget allocation, and shall count towards the employees "next year" salary for tax purposes.

ARTICLE XVI - GRIEVANCE AND DISCIPLINE PROCEDURE

A. PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting, the terms and conditions of this agreement. The parties that this procedure will be kept as informal as may be appropriate.

B. DEFINITION:

The term "grievance" as used herein shall be any controversy arising, over the interpretation, application, or alleged violation of the terms and conditions of this agreement and may be raised by an individual, the group on behalf of an individual, or the City.

C. STEPS OF THE GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method for resolving grievances, which will proceed in accordance with the provisions provided hereinafter recited, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

The aggrieved shall file a grievance, in writing, with their department Head, or, if the aggrieved is a Department Head, with the City Manager within ten (10) working days from the date of the grievance or from the event giving notice to the employee of the potential grievance. Failure by the aggrieved to act within the specified time shall be deemed to constitute an abandonment of the grievance. The Department Head or City Manager shall render a written decision within (10) working days from the receipt of the grievance.

STEP TWO:

The Union has five (5) working days from receipt of the Step One answer to process the grievance to Step Two, otherwise it shall be deemed withdrawn. If the grievance is filed at this step, it must be filed in writing to the Deputy City Manager, even if filed with him/her to Step One. The Deputy City Manager shall conduct a hearing with the grievant and the Union President, who may bring only the Union representative and management representatives. The hearing shall be conducted within ten (10) working

days, from receipt of the written grievance at Step Two. The Deputy City Manager shall have ten (10) working days after the hearing to submit a written decision to the Union. The above time frames may be waived by mutual agreement and confirmed in writing.

STEP THREE:

The Union has five (5) working days from receipt of the Step Two answer to process the grievance to Step Three, otherwise it shall be deemed withdrawn. If the grievance is filed at this step, it must be filed in writing to the City Manager, even if filed with him/her to Step Two. The City Manager or their designee shall conduct a hearing with the grievant and the Union President, who may bring only the Union representative and management representatives. The hearing shall be conducted within ten (10) working days, from receipt of the written grievance at Step Three. The City Manager shall have ten (10) working days after the hearing to submit a written decision to the Union. The above time frames may be waived by mutual agreement and confirmed in writing.

STEP FOUR:

All grievances as aforesaid between the parties that have not been satisfactorily settled after following the procedures outlined above shall, at the written request of either party, made to the other within ten (10) working days (not including Saturday or Sunday) after receiving the answer in Step Two, be referred to arbitration. If such written notice is not given within the ten (10) working days (excluding Saturday and Sunday), the grievance will be deemed dropped. The demand shall be filed with the Public Employment Relations Commission.

The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally between the Union and the City. Either party may request an extension of time at any one of the above Steps.

D. DISCIPLINE

1. The City shall not discipline any member covered by this Agreement without just and proper cause.

2. Discipline shall be handled in accordance with the New Jersey Administrative Code and Civil Service Rules and Regulations.

3. Employees covered by this Agreement shall be entitled to Union representation in accordance with law. Any minor disciplinary action may be grieved under Article XVI of this Agreement.

4. All documents in any way connected with any employee's disciplinary history shall be placed in said employee's history file at City Hall and may be viewed in accordance with Article VI of this Agreement.

ARTICLE XVII - INJURY LEAVE

A. Whenever a member of this unit is incapacitated from duty because of a physical injury sustained in the performance of their duty, such employee shall receive their salary for a period not to exceed fifty-two (52) weeks from the date of the onset of the injury. All injuries shall be reported within three (3) working days. Said salary payments shall include, and are not in addition to, any entitlement of the employee to a portion of their salary as benefits for temporary disability due under the Worker's Compensation Laws for said period of time. Salary shall be provided at an amount minus the 'worker compensation payment' as applicable by law.

An employee's medical condition shall be reviewed at least every four (4) months to determine if they are eligible to be continued on injury leave.

B. Injury leave may be granted only for an injury approved and accepted as a compensable work-related injury that arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F)

C. In order to receive payment under this Article, the injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with their immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

D. Absence from work under this provision must be based upon the certification of an authorized physician (See Subsection E) that the employee is presently unable to perform their job duties as a result of the work-related injury; absences meeting this requirement shall not be charges against the employee's sick leave.

E. Injury leave under this provision may be granted for up to fifty-two (52) consecutive weeks, for any one injury, from the initial date of injury: provided, however that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to

disability as determined by the Division of Pensions, if the retirement determination preceded the expiration of the fifty-two (52) consecutive weeks of injury leave entitlement.

F. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a second opinion and/or evaluation of the employee's choice. If the employee's doctor and the City's doctor disagree as to the employee's diagnosis, a third opinion shall be obtained as follows:

G. The Union and the City shall each compile a list of five (5) medical doctors from which the Union and the City shall mutually select a single physician within three (3) days from the time that the dispute between the employee's doctor and the City's doctor arose. The determination of the third doctor regarding the employee's ability to return to work shall be in writing, and shall be final and binding. Until the final decision is received from the third impartial doctor, the employee will continue under this article and will not be ordered to return to work.

H. Absence from work under the provision aforesaid, when a disability occurs resulting from a work-connected injury, shall not be charged to the employee's sick leave.

ARTICLE XVIII - INSURANCE

A. The City shall provide medical insurance for all full-time employees, their spouses and dependent children, paid by the City in accordance with Chapter 78 of the laws of the State of New Jersey. As to dependent children, the same shall be those children who are determined to be dependent by the laws of the State of New Jersey or Federal Government. The City, however, shall have the option of providing equal to or better insurance by any other carrier. In the event of any such proposed change, the Union shall first be given the opportunity to review the newly proposed plans/coverage. . All new hires shall pay the highest percentage under Chapter 78 for their salary.

B. All full-time employees of the City of Asbury Park who shall retire with twenty-five (25) years of continuous service with the City of Asbury Park, shall be provided with individual medical insurance as presently in effect for current employees. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

C. All full-time employees of the City of Asbury Park who shall retire with twenty-five (25) years of continuous service in a State of New Jersey pension program (such as NJ Public Employees' Retirement System or NJ Defined Contribution Retirement Program) and at least two (2) years of continuous service with the City of Asbury Park, and are at least sixty-two (62) years of age, shall be provided with individual medical insurance as presently in effect for current employees. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

D. All full-time employees of the City of Asbury Park at least sixty-two (62) years of age who retire with at least twenty (20) years of continuous full-time service with the City of Asbury Park shall be entitled to receive individual medical insurance, as presently in effect for current employees. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

E. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

F. "Deferred" retirement shall not entitle an employee to receive medical insurance pursuant to this Article.

ARTICLE XIX – PROMOTIONS

Promotions shall be based upon existing Civil Service rules and the City shall make every good faith effort to fill vacancies as they occur bases upon economy and managerial prerogative.

18.



ARTICLE XX – SALARIES

A. The City agrees that the base salary rate for all employees covered by this agreement shall be as specified in Ordinance. Reflected in these salary rates are the following increases, which become effective on the dates shown:

1. Effective January 1, 2021, the base salary shall be increased two (2%) percent.
2. Effective January 1, 2022, the base salary shall be increased two (2%) percent.
3. Effective January 1, 2023, the base salary shall be increased two percent (2%).
4. Effective January 1, 2024, the base salary shall be increased two and one-half percent (2.5%).
5. Effective January 1, 2025, the base salary shall be increased three percent (3%).

B. Employees of this group shall be paid semi-monthly, one twenty-fourth (1/24) of their annual salaries, with deductions for excessive sick time and increments for overtime to be adjusted during the next succeeding pay period.

C. Employees may be eligible for a merit base increase in salary if they have demonstrated extraordinary service, implementation of cost savings, or other actions deemed appropriate by the City Manager. This shall be at the sole discretion of the City Manager and, if issued, the Union President shall be notified of the increase.

D. JOB CLASSIFICATION/COMPENSATION

1. The City and the Union may conduct a study of job classifications and salaries in place for bargaining unit members in the City at any time by mutual agreement.

ARTICLE XXI – LONGEVITY

A. Longevity payments shall be granted according to the following pay schedule:

TITLE

ADMINISTRATIVE SECY/OFFICE MANAGER

5 – 9 YRS	\$ 593
10 – 14 YRS	\$ 1187
15 – 19 YRS	\$ 1879
20 – 24 YRS	\$ 2374
25+ YRS	\$ 2967

CHIEF SEWERAGE PLANT OPERATOR

5 – 9 YRS	\$ 915
10 – 14 YRS	\$ 1828
15 – 19 YRS	\$ 2895
20 – 24 YRS	\$ 3657
25+ YRS	\$ 4572

DIR. OF COMMUNITY RELATIONS & SOCIAL SERVICES

5 – 9 YRS	\$ 891
10 – 14 YRS	\$ 1783
15 – 19 YRS	\$ 2823
20 – 24 YRS	\$ 3567
25+ YRS	\$ 4458

FIRE PREVENTION SPECIALIST

5 - 9 YRS	\$ 652
10 – 14 YRS	\$ 1115
15 – 19 YRS	\$ 1764
20 – 24 YRS	\$ 2229
25+ YRS	\$ 2787

MUNICIPAL COURT ADMINISTRATOR

5 – 9 YRS	\$ 669
10 – 14 YRS	\$ 1337
15 – 19 YRS	\$ 2117
20 – 24 YRS	\$ 2674
25+ YRS	\$ 3343

SUPERVISING LABORER

5 – 9 YRS	\$ 793
10 – 14 YRS	\$ 1585
15 – 19 YRS	\$ 2511

20 – 24 YRS	\$ 3171
25+ YRS	\$ 3963

SUPERVISING MECHANIC

5 – 9 YRS	\$ 793
10 – 14 YRS	\$ 1585
15 – 19 YRS	\$ 2511
20 – 24 YRS	\$ 3171
25+ YRS	\$ 3963

ZONING OFFICIAL

5 – 9 YRS	\$ 652
10 – 14 YRS	\$ 1115
15 – 19 YRS	\$ 1764
20 – 24 YRS	\$ 2229
25+ YRS	\$ 2787

Employees hired as of January 1, 1997 and thereafter shall not be eligible to receive longevity.

ARTICLE XXII - MANAGEMENT RIGHTS

A. The City reserves full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to:

1. direct employees;
2. hire, promote, transfer, assign and/or retain employees;
3. suspend, demote, discharge or take other disciplinary action against employees;
4. lay off employees for lack of work or other legitimate reasons;
5. take all reasonable actions necessary to maintain effective and/or efficient City

operations;

6. determine the methods, means and/or personnel by which the City's services are to be delivered; and

7. take whatever other actions may be necessary to carry out the objectives and goals of the City in any situation.

B. Any new rules and/or regulations are to be negotiated consistent with the law.

ARTICLE XXIII – EVALUATIONS

A. Professional and Supervisory employees of this group agree to the use of periodic performance evaluations for the purposes of developing and enhancing communications between the employee and their Department Head and/or Administrator Supervisor and evaluating organizational productivity and efficiency.

B. Every employee shall have the right to request a meeting, with the City Manager and their Department Head or Administrative Supervisor to discuss the evaluation report.

C. The employee reserves the right to respond in writing, to the periodic performance evaluation should there be disagreement with the findings of said evaluation, with the response to be placed in the employee's personnel file, should the employee so request.

ARTICLE XXIV – MISCELLANEOUS

Employees are prohibited from using their personal vehicles to conduct City business. All City business must be conducted in a City vehicle.






ARTICLE XXV - TERMS OF AGREEMENT

A. This Agreement shall be effective as of January 1, 2021. It shall be binding upon the City and the unit December 31, 2025 and thereafter from year to year unless either party hereto shall notify the other in writing, in accordance with the requirements of the Public Employment Relations Commission's Rules and Regulations and the Statutes of the State of New Jersey, of an intention to make any change in, or terminate, the old agreement.

B. If any provision of this Agreement hereinbefore and hereinafter recited, or any application of this Agreement as it affects any employee or group of employees is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect, and the parties agree to negotiate immediately for a substitute for that portion of the Agreement so invalidated.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seal and caused this document to be signed by their representatives, the day and year first above written.

 _____ Date: 5/15/2021	 _____ Date: 5/28/21
DONNA M. VIEIRO <i>City Manager</i> City of Asbury Park	RICKIE SIMPKINS <i>On behalf of</i> American Federation of State, County and Municipal Employees, AFL-CIO, NJ Council #63

ATTEST: 

Michael J. Manzella
Deputy City Manager