

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MUNICIPAL EMPLOYEES UNION OF SOUTH AMBOY

AND

THE CITY OF SOUTH AMBOY

JANUARY 1, 2109 THROUGH DECEMBER 31, 2021

Preamble

This Agreement is effective retroactive to January 1, 2019, by and between the City of South Amboy, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "City" and the Municipal Employee's Union of South Amboy, (hereinafter referred to as "MEUSA"), and represents the complete and final understanding on all bargainable issues between the City and MEUSA and is designed to maintain and promote a harmonious relationship between the City and the employees who are represented by MEUSA in order that continued efficiency and excellence in service be rendered by the employees of the City of South Amboy. The term of this agreement is from January 1, 2019 to December 31, 2021.

Article I – Recognition

- 1) The City hereby recognizes MEUSA as the sole and exclusive representative of City employees in the Bargaining Unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of work, settlement of grievances, and other mandatorily negotiable conditions of employment.
- 2) The Bargaining Unit shall consist of all regular blue and white collar employees of the City located in various departments, now employed and hereafter employed, but shall exclude, except as mutually agreed by the parties, professional, craft, and supervisory (foreman and above) employees. In addition, it is understood that confidential employees, managerial executives, police, seasonal employees, casual employees, school crossing guards, and those employees working twenty (20) or fewer hours per week (on the average in a 180-day period) or less than 12 month per year, except for employees whose usual work schedule is 10 months per year, are excluded from the bargaining unit.
- 3) Except as currently the practice, confidential employees shall be defined to include the following positions in the Department of Administration and the Department of Finance in the City of South Amboy. For the purpose of this subsection the Division of Public Works shall not be considered part of the Department of Administration:
 - a. Administrative Secretary
 - b. Confidential Secretary
 - c. City Clerk
 - d. Assistant Tax Collector
 - e. Tax Collector
- 4) The City and MEUSA agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, or national origin.
- 5) The City and MEUSA agree that all employees covered under this agreement have the right, without fear of penalty or reprisal, to form, join, resign from, or assist MEUSA, or to refrain from any such activity. There shall be no discrimination by the City and MEUSA against any employee because of the employee's membership or non-membership, activity, or non-activity in MEUSA.

Article II – Medical Benefits

- 1) The City hereby agrees to assume full cost of providing the following medical benefits to the employees covered by the Agreement and their families:
 - a. Hospitalization equivalent to Blue Cross 365, Blue Shield UCR and Rider J, and/or optional HMO's; and
 - b. Major Medical coverage equivalent to the previously in force expanded Connecticut General plan; the deductible on major medical coverage shall be as follows; \$250.00 per insured with a limit of \$500.00 per insured family.
 - c. Dental insurance coverage equivalent to the previously in force dental plan:
 - i. Fee schedule UCR
 - ii. Deductible \$25.00 with \$75.00 per max aggregate per family per year
 - iii. Basic & Prosthodontic Limit \$1500.00
 - iv. Orthodontic Maximum Limit \$1500.00
 - v. Basic Co-insurance 80/20
 - vi. Co-insurance 50/50
 - d. Prescription Plan coverage with the following deductible:
 - i. Generic prescriptions \$5.00
 - ii. Name Brand prescriptions \$10.00
 - e. The City may provide health and prescription drug insurance under the New Jersey State Health Benefits Program in satisfaction of paragraphs 1, 2, and 4 above.
- 2) Upon retirement of an employee covered by this Agreement, the City shall continue to provide medical coverage as set forth in Appendix B.
- 3) Upon the death of an active employee covered by this Agreement and providing that the said employee has attained at least fifteen (15) years of continuous service with the City, the City shall continue to pay the cost of all medical coverages as set forth above, except for dental and prescription drug benefits, for the employee's spouse and dependent children; provided that they do not have other available, and substantially similar medical benefits and qualify for coverage under the then existing health insurance plan.
- 4) It is hereby agreed by MEUSA and the City that for all employees covered by this agreement, the City may exercise its right to change insurance carriers so long as the coverages enumerated in this agreement are maintained at their equivalent levels.
- 5) The City shall reimburse all bargaining unit employees for the purchase of prescription eyeglasses to the maximum of \$100.00 per year, per employee. No eyeglass reimbursement shall be due unless the request for same is accompanied by both a copy of the physician's eyeglass prescription, made out to the covered employee, and a receipt for the prescription eyeglasses.
- 6) The President of MEUSA shall be provided with a full copy of each master insurance policy held by the City which concerns coverage of bargaining unit employees. Any amendments to such policies shall be provided to the Union President within thirty (30) days of any amendment. Any questions concerning coverage under these policies shall be directed to MEUSA or the insurance carrier.
- 7) The City will reimburse Medicare Part B monthly fee annually for eligible retiree/spouse at the prevailing base level established by Medicare that is equal to retiree's pensionable

income. This Benefit will be extended to those employees covered by this agreement as well as those MEUSA retirees who separated due to service retirement between January 1, 2014 and December 31, 2018.

Article III – Life Insurance

- 1) The City hereby agrees to provide the following group life insurance:
 - a. Employees and retired employees below 65 years of age
 - i. \$50,000.00 with double indemnity benefit for accidental death
 - b. Employees and retired employees 65 to 69 years of age
 - i. \$25,000.00 with a double indemnity benefit for accidental death
 - c. Employees and retired employees 70 years of age or older
 - i. \$2,500.00

Article IV – Clothing and Shoe Allowance

- 1) The City shall provide a payment of One Hundred Fifty Dollars (\$150.00) to a vendor of its choosing for any employee required by the City to wear steel tip safety shoes as a condition of employment.
- 2) Reimbursement shall be limited to no more than two (2) pair of safety shoes annually. The need to acquire the second pair of said shoes shall be at the sole discretion of the Superintendent of Public Works. Employees abusing this provision shall be responsible for the entire cost of said replacement.
- 3) For a period of one year beginning with the ratification of this contract the uniform allowance will be suspended. In lieu of the uniform allowance payment, the City shall provide uniform clothing via a vendor to the employees covered under this contract. In the event an employee in a particular title cannot be equipped with uniforms by the vendor deemed appropriate by the City, the affected employee agrees to utilize the uniform allowance to purchase an appropriate uniform identified by the City.
- 4) Ninety (90) days prior to the end of the one-year trial period MUESA and the City shall by mutual agreement either return to the annual uniform allowance or continue the issuance of uniform clothing via a City vendor. If by mutual agreement MEUSA and the City elect to continue providing uniforms via a City vendor the uniform allowance provision shall be considered null and void. The one-year period shall commence on the first day of use of the vendor supplied uniforms. The following full-time bargaining unit employees shall be provided with a clothing allowance of Five Hundred Dollars \$500.00 per year if by mutual agreement MUESA and the City terminate the services of the uniform clothing vendor. Under the provisions of this section, Part Time Employees shall receive a pro-rated uniform allowance of (\$325.00) per year if by mutual agreement MUESA and the City terminate the services of the uniform clothing vendor. Full Time Public Safety Telecommunicators shall receive a clothing allowance of (\$400.00)
- 5) Employee titles requiring uniforms are:
 - a. Supervisors/Sewer
 - b. Sewer Repairer
 - c. Senior Sewer Repairer
 - d. Senior Recreation Maintenance Workers
 - e. Maintenance Repairers
 - f. Equipment Repairers
 - g. Laborers
 - h. Truck Drivers
 - i. Heavy Equipment Operators
 - j. Heavy Equipment Repairers
 - k. Senior Maintenance Repairer
 - l. Supervising Laborer
 - m. Motor Vehicle Operator for Elderly & Handicapped
 - n. Supervisor of Roads
 - o. Code Enforcement/Recycling Coordinator
 - p. Code Enforcement/Animal Control
 - q. Public Safety Telecommunicator

Article V – Holidays

- 1) The City hereby grants to all employees covered by this agreement fourteen (14) paid holidays, to be designated by ordinance of the City Council. It is hereby agreed that MEUSA may request of the City permission to designate of (1) of these holidays as a floating holiday, to be taken at a later date in the same calendar year. MEUSA shall submit the request to the City no later than forty-five (45) days before the date of the holiday to be worked and the day to be taken off in lieu of the holiday worked. The City shall either accept or reject the request of MEUSA no later than fifteen (15) days before said dates.
- 2) It is specifically agreed that no employee covered by this Agreement shall be permitted to file against the City any action claiming monetary loss from said holiday exchange.

Article VI – Salary

- 1) The City hereby agrees to grant to all full-time employees covered by this agreement an increase in their annual base salary as follows:

Effective Date	January 1, 2019
Annual Salary	2 % of annual salary
Hourly Employee	2 % of hourly salary
Effective Date	January 1, 2020
Annual Salary	2 % of annual salary
Hourly Employee	2 % of hourly salary
Effective Date	January 1, 2021
Annual Salary	2.5 % of annual salary
Hourly Employee	2.5% of hourly salary

- 2) Part-time employees covered by this agreement shall be granted increases in base salaries on a pro-rated basis, based upon a comparison of the increase as applied to a full-time worker in the same or the most similar position in proportion to the hours worked by the part time employee.
- 3) Titles within the bargaining unit and the appropriate starting and maximum salary are set forth in Schedule A [Article XXVIII].
- 4) The City shall have the right to modify paycheck procedures so as to issue checks on the 15th and 30th of each month, except February, when the second paycheck shall be issued on the last day of the month.
- 5) Active employees represented by the Association, shall be entitled to receive the negotiated salary increases/adjustments. Employees in good standing who left the City employ because of retirement, layoff, or positive resignations, shall be entitled to a salary adjustment for any salary that remains due to them which adjustment shall be pro-rated consistent with the term of the prior Agreement and the term of the succeeding Agreement.
- a. EXAMPLE: An employee represented by the Association who left the City employ after January 1, 2014, would receive a pro-rated adjustment up to the date of his/her termination. If the termination resulted from “charges” brought against the employee and if the charges were sustained by the NJ Department of Personnel, the employee would not be entitled to retroactive salary adjustments.
- 6) MEUSA and the City agree to adhere to the provisions of the ten (10) step pay scale in Article XXVIII as adopted by City Ordinance. The scale shall reflect the starting and top salary for respective positions governed by this agreement. Employees shall be placed into the scale appropriately based on their current rate of compensation and shall be moved to their new rates on the first pay period in the fiscal quarter where their employment anniversary date occurs. For example, employees with a hiring date between January 1 and March 31 will receive their new pay rate in the first pay period of January. Employees with a hiring date between April 1 and June 30 will receive their new pay rate in the first pay period of April. Employees with a hiring date between July 1 and September 30 shall receive their new pay rate in the first pay

period of July. Employees with a hiring date between October 1 and December 31 will receive their new pay rate in the first pay period of October.

- 6) Each employee upon completion of their twenty fourth (24th) year of continuous service shall be compensated with a one-time increase in base salary bonus of Fifteen Hundred Dollars (\$1500). Said increase shall be included in their base pay and distributed to the employee in equal installments.

Article VII – Meal Ticket

- 1) The City shall pay to each employee, over and above compensation for salary and wages, meal tickets at Twenty (\$20.00) each according to the following:
 - a. For continuous work attached to a normal scheduled work day, not including normal meal breaks, one (1) meal ticket at the start of the third (3rd) overtime hour after the normal eight (8) hour day and one (1) every fourth (4th) overtime hour thereafter. To qualify, an employee must be on duty and assigned to work during the overtime hour in which the employee obtains the meal ticket.
 - b. For call-in work not contiguous to a normal work day schedule, one (1) meal ticket at the start of the ninth (9th) overtime hour and one (1) meal ticket at the start of every fourth (4th) overtime hour thereafter.

Article VIII – Personal Days

- 1) Each employee covered by this agreement shall be granted three (3) personal days. Prior notice and approval shall be required at least forty-eight (48) hours in advance and according to the regulations promulgated by the City. Personal days shall not be consecutively utilized in connection with any Vacation or Sick Leave granted herein. Unused personal days shall not accumulate and will be forfeited as of the last day of every calendar year. One (1) personal day shall be charged for each day or part of the day utilized. Except in extreme emergencies, no personal days shall be permitted on holidays, weekends, or in periods of time when the City determines that it has insufficient manpower to permit the granting of said request for personal days. In the event that the notice provisions cannot be met, the City agrees to consider shorter notice, provided that the City is notified by the employee when the employee learns of the need to utilize a personal day.

Article IX – Vacation

- 1) Employees covered by this agreement shall be entitled to the following annual vacation schedule:

Less than one (1) year	One (1) working day per month
One (1) to five (5) years	Twelve (12) working days per year
Six (6) to ten (10) years	Fifteen (15) working days per year
Eleven (11) to fifteen (15) years	Twenty (20) working days per year
Sixteen (16) to twenty (20) years	Twenty-five (25) working days per year
Twenty-one (21) and over	Thirty (30) working days per year

- 2) Part time employees covered by this agreement shall be entitled to pro-rated vacation leave, based upon their part time working day in accordance with the above schedule.
- 3) Employees are permitted to accumulate no more than ten (10) vacation days at any one time, and then only with the written permission of their Department Head.
- 4) Employees are permitted to take vacation days in one half (1/2) day increments and then only with the written permission of their Department Head. Said approval may not be unreasonably withheld.

Article X – Overtime

- 1) All employees who are covered by this agreement shall receive overtime pay for all time worked over the standard schedule. Payment for hours worked in excess of forty (40) hours per week shall be at one and one half (1 ½) times the individual hourly rate. Payment for hours worked in excess of sixteen (16) hours per day, or for work performed on the seventh (7th) consecutive working day, shall be at two times the hourly rate. If the employee is paid other than an hourly basis, the hourly salary shall be determined by dividing compensation authorized as if said employee was employed for 2,080 hours per year. For purposes of overtime payment, hours worked shall have been actual hours worked.
- 2) Overtime rates shall be paid for all hours worked on the sixth or seventh day of the employee's work week.
- 3) When an employee covered by this Agreement is called in to work during a period not contiguous with the normal work schedule, the City of South Amboy shall pay said employee for a minimum of four (4) hours of work at the applicable overtime rate, provided that said employee remains on duty for the four (4) hour period. Should the employee leave duty voluntarily, the employee shall be compensated only for the hours worked. It shall be the responsibility of the City Supervisory Staff to have assignments available for the full period worked.
- 4) Beginning on July 1, 2003, the City will pay overtime at the rate of two and one half (2 ½) times the individual's hourly rate to an employee required to work for more than twenty-four (24) continuous hours.

Article XI – Longevity

- 1) The City shall pay to all bargaining unit employees longevity increments as set forth below, in addition to their regular salaries:

After 10 years continuous service	2% of annual base salary
After 15 years continuous service	4% of annual base salary
After 20 years continuous service	6% of annual base salary
After 25 years of continuous service	8% of annual base salary

- 2) Five (5) year longevity shall be eliminated and in this contract, longevity shall commence on year 10 of employment at 2% and then progress at an additional 2% every five years up to a maximum of twenty-five (25) years' service. All employees who already receive longevity based upon Five (5) years of service or more shall retain their current longevity percentage and shall continue to increase their longevity by 2% more each 5-year interval to a maximum of 10% at year twenty-five (25).

Article XII – Disability

- 1) If a bargaining unit employee is totally disabled and unable to perform his or her normal duties of employment, or other employment offered by the City, as a result of an accident or condition not arising out of and in the course of his/her employment with the City, the City shall pay to the disabled employee his or her regular base pay for a maximum period of thirty two (32) working days; and during total disability (provided that the disabled employee has exhausted all sick leave), personal days and vacation benefits, under this Agreement. The City and MEUSA agree that the disability payment provided for by this Article is available to each employee covered by this Article only once during the course of the employee's employment with the City.
- 2) The City agrees to provide disability insurance pursuant to New Jersey State Disability commencing January 1, 2015.

Article XIII – Compensation for Temporary Assignment

- 1) The City hereby agrees to recognize that if any employee is temporarily assigned to a higher job classification, the employee shall be entitled to be compensated at the upgraded salary for the amount of time he/she works in the higher job classification. No upgrade compensation shall be required if the employee performs said upgraded duties on an incidental basis, such as driving a vehicle from one location to another to arrive at a job site.
- 2) The City hereby agrees to recognize that if any employee is temporarily assigned to a lower paying job classification, the employee shall be entitled to be compensated at his/her regular rate as opposed as to the rate of the lower paying job.

Article XIV – Sick Leave

- 1) Sick leave shall mean absence from duty of any employee because of personal disability due to illness or because he/she has been excluded from their post or duty by a medical doctor because of a contagious disease or of being quarantined for such a disease in their immediate household.
- 2) Employees shall be allowed fifteen (15) sick days per calendar year to be pro-rated for a new employee at a rate of $1\frac{1}{4}$ days per month during their first calendar year of employment.
- 3) If an employee does not use the allotted days of sick leave in any one (1) calendar year, he/she may be allowed to accumulate all of the unused portion without limit.
- 4) All employees are required to obtain a physician's certificate of illness on absences of three or more days and on every seventh day and must have a doctor's certificate of ability to work before returning to work at the employee's expense.
- 5) Sick leave shall not be used for any other purpose.
- 6) If an employee cannot come to work, he/she must notify the City Business Administrator's Office as soon as possible after notifying their supervisor.

Article XV – Terminal Leave

- 1) Upon retirement, the City agrees to compensate employees covered by this agreement for whom sick leave records have been maintained over their period of employment, one (1) days current salary for each two (2) days of accumulated unused sick leave, subject to a maximum lump sum payment not to exceed \$15, 000.00.

Article XVI – Death Benefit/Active Employee

- 1) If a City employee, represented by the bargaining unit, dies while actively employed by the City, said employee's spouse/estate shall receive a lump sum payment from the City for accumulated leave within thirty (30) days of the death of the employee.
- 2) Said payment shall not exceed \$15,000 and shall be based on the formula established in Article XV of the Collective Bargaining Agreement.

Article XVII – Union President

- 1) The Union President shall be entitled to a total of forty (40) hours in the aggregate to be released from work without loss of pay to attend to Union affairs. Records of such time shall be maintained. This time shall be in addition to that time scheduled by mutual agreement of the parties for attendance at meetings, conferences, and negotiations, and in addition to that time provided pursuant to the grievance procedure for attendance as a representative at grievance hearings.

Article XVIII – Medical Examinations and Commercial Drivers' License

- 1) The City may provide a medical examination to each full-time employee covered by this Agreement. Each existing employee or new employee hired or existing employee who is rehired after termination of more than fourteen (14) working days shall be required, as a condition of employment, to pass a medical examination. Such examination shall be conducted by a Physician licensed to practice in the State of New Jersey or in a hospital accredited by and/or licensed to operate in the State of New Jersey as determined by the City of South Amboy. The results of said examination shall be made available to the employee and the City.
- 2) The City, as a minimum may provide the medical examination as follows:
 - a. New hires – before the date of hire
 - b. Persons up to thirty-nine (39) years old on the 1st of the year in question – every two (2) years
 - c. Persons over forty (40) years old on the 1st of the year in question – every year
- 3) When making appointments for a medical examination, the employee, in the first instance, shall present his City sponsored Health Insurance Identification Card, in an attempt to have the insurance provider assume the cost of said physical examination. In the event that the Health Insurance Company pays a portion of the cost, the City will pay the difference between that amount remitted by the Health Insurance Company and the cost of the physical examination. If the “claim” is denied by the Health Insurance Company, the City will assume the cost of the physical examination.
- 4) The employee shall be permitted time off during the work day for an authorized medical examination, subject to the approval of the employee’s supervisor.
- 5) If an employee requires a New Jersey Commercial Drivers License, (CDL), as a condition of his/her job with the City, then, the City will permit time off during the work day for the employee to qualify and obtain the CDL, which time off shall not exceed, in total, 7.5 hours in any one year, and shall be subject to approval of the employee’s supervisor.

Article XIX – Grievance Procedure and Arbitration

- 1) To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this agreement, the following procedures shall be used:
 - a. A grievance is defined as any dispute, controversy, or issue involving the interpretation, application, or violation (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinances, and/or statute which actually affects working conditions.
 - b. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue, or controversy or dispute, or application, as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable employee.
- 2) Grievances, disputes, or controversies which may arise shall be resolved in the following manner:
 - a. A written grievance shall meet the following specifications
 - i. It shall be specific
 - ii. It shall contain a synopsis of the facts giving rise to the dispute, controversy, or issue
 - iii. It shall specify the section of the Agreement, or rule, or regulation, or statute, or ordinance, which has been allegedly violated, misapplied, or as to which the dispute arises.
 - iv. It shall state the relief requested.
 - v. It shall contain the date of the alleged dispute, controversy, or issue.
 - vi. It shall be signed by the grievant
- 3) Times as indicated, exclude Saturday, Sunday, and legal holidays, except where calendar days are indicated.
- 4) The Step Procedure will be as follows:
 - a. Step One – Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew, or should have known, of its existence, the aggrieved employee shall discuss his/her complaint with his/her immediate supervisor. The complaint shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved, and submitted to the immediate supervisor at Step One. In no event shall a grievance be initiated more than twenty (20) calendar days after its occurrence, or more than twenty (20) calendar days after the grievant first knew or should have known of its existence. The supervisor shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of the submission. The time limit in preparing a written grievance, or written response, may be waived by mutual agreement. In the event the supervisor is the department head, the grievance shall commence at Step Two.
 - b. Step Two – In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, the grievance shall then be submitted, in writing,

by the grievant, the department head (with a copy to the City Administrator). The department head shall submit his answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual agreement.

- c. Step Three – In the event the grievance shall not have been resolved at step two, or if no written response from the department head is received by the grievant, then the grievance shall be submitted to the City Business Administrator by the grievant. The City Administrator shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days, to the grievant, the department head, and attorney or representative of the grievant, if any.
- d. Any employer grievance will be filed with the Union President at Step Three. The Union President shall respond in writing, within seven (7) calendar days to the City Administrator. The times indicated may be extended by mutual agreement.
- e. Following the submission of the City Administrator's written answer, or the Union President's (as also indicated in Step Three for employer grievances) matters which are unresolved shall be discussed at a meeting between the parties, during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.
- f. Step Four – If a grievance has not been resolved at Step Three, then the Union shall have the right to present to the City Council the reasons for hearing the grievance. The City council shall retain the right to waive this step of the grievance procedure, and then the Union can proceed to Arbitration. If the City Council chooses to hear the grievance, then the City Council shall schedule and hold a plenary hearing within twenty-one (21) days of the receipt of the grievance from the City Council. The City Council shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The City Council shall notify all parties of the date, time, and place of the hearing within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement. All decisions of the City Council shall be a majority vote.
- g. Step Five – In the event the grievance shall not have been resolved at Step Four, and in the event of an employer grievance at Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall have the right to seek a resolution of his/her grievance either at binding arbitration or in the Courts. In all respects the initiation of binding arbitration or court process shall begin within forty-five (45) days after receipt of a written resolution from the City Council, which Resolution shall embody the decision of the Council.
- h. Arbitration – Arbitration requests shall be directed to the Public Employment Relations Commission, subject to the rules then existing of such agency. The aggrieved party shall send the other party a copy of his/her request. The request shall specify the particulars of the grievance and the Agreement provision(s) allegedly violated.
 - i. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Committee.

- ii. The Arbitrator shall hold the hearing at a time and place convenient to the parties. The Arbitrator shall issue his decision within twenty-one (21) days after the close of the hearing. The decision of the arbitrator shall be served upon the employee aggrieved, the employee's representative, the City Administrator, and the Union, in writing.
 - iii. In the event a disagreement exists regarding whether an issue is arbitrable, the Arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this agreement. Once a preliminary determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.
 - iv. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed as to limit the submission of proofs by the parties.
 - v. An Arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this agreement, or the laws of the State of New Jersey. And shall confine his decision solely to the interpretation and application of this agreement. He/she shall confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The Arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching a determination. The Arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this agreement. The Arbitrator shall not have the authority to add to or subtract from or modify any of the terms of this Agreement or to limit or impair any right that is reserved to the City or the Union or employee, or to establish or change any wage or rate of pay that has been agreed to in this Agreement, except where the Arbitrator finds that a clause in the Agreement is illegal or unconstitutional.
 - vi. The decision of the Arbitrator is final and binding upon both parties in those instances wherein the grievance arises from any issue involving the interpretation, application or violations (alleged and otherwise) of any provision of this Agreement and in all such instances the grievance shall be considered permanently resolved. In all other instances the decision of the Arbitrator shall be advisory only.
 - vii. The expense of the Arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.
 - viii. If the Public Employment Relations Commission is abolished, or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method of choosing an Arbitrator.
- i. General provisions and exceptions to the Grievance Procedure

- i. No grievance settlement reached under the terms of this agreement shall add to, subtract from, or modify the terms of this Agreement.
- ii. Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the City and the Union.
- iii. Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filled within thirty (30) days of the time the individual should reasonably have known of its occurrence.
- iv. The aggrieved employee and his designated employee representative shall be allowed time off without loss of pay as may be required for appearance at a hearing of the employee's grievance scheduled during working hours.
- v. Where the employee or the Union request employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the appearance as required, if during his normal working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.
- vi. The City Agrees to make available to the Union all public information concerning the City, together with information which may be necessary to process any grievance or complaint.

Article XX – Management of City Affairs

- 1) The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and the United States, including, but not limited to, all rights established under the New Jersey Civil Service Act, NJSA 11A-1, et seq. and the regulations adopted pursuant to the Act.

Article XXI – Strikes and Other Job Actions

- 1) The City and MEUSA recognize and acknowledge existing law and court decisions in the State of New Jersey relating to the rights of public employees to strike or to take other concerted action designed to illegally obstruct or disable the proper functions of the City of South Amboy, and employees agree to be bound by all such laws as they now exist or as they may be modified or amended from time to time. It is further stipulated that in the event of a strike or other concerted action directed to obstruct or disable proper functions of the City, that the City shall have the option, at its sole discretion, to seek relief, including but not limited to, obtaining an injunction against such action under applicable laws, initiating suit to enforce the provision of this Agreement or to recover damages and additional costs incurred from MEUSA or the employees individually.

Article XXII – Job Posting

- 1) When an opening occurs in a job classification or when a new job is created, information regarding the opening will be posted in all departments for one consecutive week, during which an employee shall submit his application, in writing, for such job opening or new employment position. Any opening or new job classification will be filled and/or awarded in accordance with the Civil Service Law of the State of New Jersey.

Article XXIII – Minor Discipline

- 1) The City will wait 24 hours from the time of an alleged infraction prior to deciding whether to institute a minor disciplinary action, as defined by New Jersey Department of Personnel Regulations, against bargaining unit members, to provide the City sufficient time to properly evaluate available information pertaining to the alleged infraction.

Article XXIV – Notice of Layoff

- 1) The City agrees to immediately inform the Union, in writing, of layoffs, whether temporary or permanent, or the elimination of any employment positions covered pursuant to this Agreement. All layoffs and elimination of job positions made in accordance with the State Civil Service Laws are to be implemented immediately upon the City's receipt of the written determination of the rights of the affected employees from the New Jersey Department of Personnel. The City agrees to furnish and provide to the Union copies of all correspondence which it directs to the New Jersey Department of Personnel regarding layoff, promotions, and the elimination of job positions. The City further agrees to immediately furnish to the Union copies of all correspondence received from the New Jersey Department of Personnel in response to its communications.

Article XXV – Representation Fee

- 1) 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 the Union within thirty (30) days of initial employment; and any employee previously employed who does not join the Union within ten (10) days of re-entry to employment 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 percent (85%) of 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 and provided that no modification is made in this provision by a successor Agreement between the Union and the City.
- 2) The Union shall indemnify, defend and save 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 on reliance upon the salary deduction authorization cards submitted by the Union to the City and/or that may arise by reason of action taken by the City in the salary deduction of eighty five percent (85%) of Union dues for employees who are not members of the Union.

Article XXVI – Funeral Leave

- 1) In addition to the leave currently established by City Ordinances, it is agreed that one (1) day of leave with pay will be provided to attend the funeral of an Aunt or Uncle.
- 2) Funeral leave (4) four business days is to be taken consecutively.

Article XXVII – General Provisions

- 1) The provisions of this Agreement shall be subject to and not annul or modify existing applicable provisions of Federal, State, and local laws and ordinances, except as limited by the terms of this Agreement, or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby. If any provision of the Agreement shall be judged invalid either by court decree or by decision of an Administrative Tribunal, such adjudications shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.
- 2) This Agreement shall be in full force and effect as of January 1, 2019 and shall remain in effect to and including December 31, 2021, provided, however, that all rights and privileges conferred to the parties herein shall continue until such time as a successor agreement is negotiated or implemented pending impasse. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than one hundred fifty (150) days prior to the budget submission date in the year of the expiration of this Agreement, of a desire to change or modify this Agreement.
- 3) If this Agreement is executed after January 1, 2019, base salary increases due herein shall be paid on a lump sum retroactive basis from the dates specified herein after said Agreement has been ratified, both parties have executed the written Agreement, and the required salary ordinance has been adopted by the City Council. Base salary increases due after the above specified date shall be paid in the normal bi-weekly payroll disbursement. Increase in all other benefits, allowances, leaves, etc., shall be effective on the first day of the month after the above specified date of adoption by the City.

Article XXVIII – Salary Guide [Addendum A]

Steps in 2019											
TITLE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Administrative Secretary		31,200	34,385	37,570	40,755	43,940	47,125	50,310	53,495	56,680	59,868
Bldg. Maintenance Worker		31,200	31,776	32,352	32,928	33,504	34,080	34,656	35,232	35,808	36,385
Clerk 3 Payroll Sup.		42,000	45,800	49,600	53,400	57,200	61,000	64,800	68,600	72,400	76,194
Code Enforcement Officer		31,200	35,890	40,580	45,270	49,960	54,650	59,340	64,030	68,720	73,411
Code Enforcement Officer/PT	\$25/hr										
Code Enforcement Prgm Monitor		31,200	31,895	32,590	33,285	33,980	34,675	35,370	36,065	36,760	37,458
Court Administrator		35,000	38,106	41,212	44,318	47,424	50,530	53,636	56,742	59,848	62,955
Equipment Operator		31,200	34,466	37,732	40,998	44,264	47,530	50,796	54,062	57,328	60,593
Fire Official		31,200	35,769	40,338	44,907	49,476	54,045	58,614	63,183	67,752	72,319
Heavy Equip. Operator		31,200	35,753	40,306	44,859	49,412	53,965	58,518	63,071	67,624	72,177
Keyboard Clerk 1		31,200	33,061	34,922	36,783	38,644	40,505	42,366	44,227	46,088	47,952
Keyboard Clerk 2		33,280	35,593	37,906	40,219	42,532	44,845	47,158	49,471	51,784	54,100
Keyboard Clerk 3		41,600	44,788	47,976	51,164	54,352	57,540	60,728	63,916	67,104	70,290
Laborer 1		31,200	32,841	34,482	36,123	37,764	39,405	41,046	42,687	44,328	45,966
Laborer 2		31,200	34,560	37,920	41,280	44,640	48,000	51,360	54,720	58,080	61,441
Laborer 3		39,200	42,622	46,044	49,466	52,888	56,310	59,732	63,154	66,576	70,000
Mechanic		41,000	43,827	46,654	49,481	52,308	55,135	57,962	60,789	63,616	66,440
Mechanic's Helper		31,200	33,733	36,266	38,799	41,332	43,865	46,398	48,931	51,464	54,000
Motor Vehicle Operator E & H		31,200	33,695	36,190	38,685	41,180	43,675	46,170	48,665	51,160	53,655
Officer/Zoning officer		31,200	35,891	40,582	45,273	49,964	54,655	59,346	64,037	68,728	73,416
Payroll/Bookkeeper (PAYROLL CLERK)		38,000	40,962	43,924	46,886	49,848	52,810	55,772	58,734	61,696	64,660
Public Safety Telecommunicator		31,200	31,700	32,200	32,700	33,200	33,700	34,200	34,700	35,200	35,700
Purchasing Agent		41,600	44,788	47,976	51,164	54,352	57,540	60,728	63,916	67,104	70,290
Purchasing Assistant		38,000	40,962	43,924	46,886	49,848	52,810	55,772	58,734	61,696	64,660
Senior Cashier		33,280	37,034	40,788	44,542	48,296	52,050	55,804	59,558	63,312	67,067
Sewer/Water Repairer		31,200	34,869	38,538	42,207	45,876	49,545	53,214	56,883	60,552	64,221
Sr. Water/Sewer Repairer(SEWER REPAIRER II)		36,000	39,778	43,556	47,334	51,112	54,890	58,668	62,446	66,224	70,000
Supervising Mechanic		43,000	46,496	49,992	53,488	56,984	60,480	63,976	67,472	70,968	74,460
Supervisor of Roads		31,200	36,555	41,910	47,265	52,620	57,975	63,330	68,685	74,040	79,397
Technical Assistant to Construction Official		33,280	36,249	39,217	42,186	45,155	48,124	51,093	54,062	57,031	60,000
Truck Driver		31,200	34,949	38,698	42,447	46,196	49,945	53,694	57,443	61,192	64,941

Steps in 2020											
TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
Administrative Secretary	31,824	35,073	38,321	41,570	44,819	48,068	51,316	54,565	57,814	61,065	
Bldg.Maintenance Worker	31,824	32,412	32,999	33,587	34,174	34,762	35,349	35,937	36,524	37,113	
Clerk 3 Payroll Sup.	42,840	46,716	50,592	54,468	58,344	62,220	66,096	69,972	73,848	77,718	
Code Enforcement Officer	31,824	36,608	41,392	46,175	50,959	55,743	60,527	65,311	70,094	74,879	
Code Enforcement Officer/PT	\$25.50/hr										
Code Enforcement Prgm Monitor	31,824	32,533	33,242	33,951	34,660	35,369	36,077	36,786	37,495	38,207	
Court Administrator	35,700	38,868	42,036	45,204	48,372	51,541	54,709	57,877	61,045	64,214	
Equipment Operator	31,824	35,155	38,487	41,818	45,149	48,481	51,812	55,143	58,475	61,805	
Fire Official	31,824	36,484	41,145	45,805	50,466	55,126	59,786	64,447	69,107	73,765	
Heavy Equip. Operator	31,824	36,468	41,112	45,756	50,400	55,044	59,688	64,332	68,976	73,621	
Keyboard Clerk 1	31,824	33,722	35,620	37,519	39,417	41,315	43,213	45,112	47,010	48,911	
Keyboard Clerk 2	33,946	36,305	38,664	41,023	43,383	45,742	48,101	50,460	52,820	55,182	
Keyboard Clerk 3	42,432	45,684	48,936	52,187	55,439	58,691	61,943	65,194	68,446	71,696	
Laborer 1	31,824	33,498	35,172	36,845	38,519	40,193	41,867	43,541	45,215	46,885	
Laborer 2	31,824	35,251	38,678	42,106	45,533	48,960	52,387	55,814	59,242	62,670	
Laborer 3	39,984	43,474	46,965	50,455	53,946	57,436	60,927	64,417	67,908	71,400	
Mechanic	41,820	44,704	47,587	50,471	53,354	56,238	59,121	62,005	64,888	67,769	
Mechanic's Helper	31,824	34,408	36,991	39,575	42,159	44,742	47,326	49,910	52,493	55,080	
Motor Vehicle Operator E &H	31,824	34,369	36,914	39,459	42,004	44,549	47,093	49,638	52,183	54,728	
Officer/Zoning officer	31,824	36,609	41,394	46,178	50,963	55,748	60,533	65,318	70,103	74,884	
Payroll/Bookkeeper (PAYROLL CLERK)	38,760	41,781	44,802	47,824	50,845	53,866	56,887	59,909	62,930	65,953	
Public Safety Telecommunicator	31,824	32,334	32,844	33,354	33,864	34,374	34,884	35,394	35,904	36,414	
Purchasing Agent	42,432	45,684	48,936	52,187	55,439	58,691	61,943	65,194	68,446	71,696	
Purchasing Assistant	38,760	41,781	44,802	47,824	50,845	53,866	56,887	59,909	62,930	65,953	
Senior Cashier	33,946	37,775	41,604	45,433	49,262	53,091	56,920	60,749	64,578	68,408	
Sewer/Water Repairer	31,824	35,566	39,309	43,051	46,794	50,536	54,278	58,021	61,763	65,505	
Sr. Water/Sewer Repairer(SEWER REPAIRER II)	36,720	40,574	44,427	48,281	52,134	55,988	59,841	63,695	67,548	71,400	
Supervising Mechanic	43,860	47,426	50,992	54,558	58,124	61,690	65,256	68,821	72,387	75,949	
Supervisor of Roads	31,824	37,286	42,748	48,210	53,672	59,135	64,597	70,059	75,521	80,985	
Technical Assistant to Construction Official	33,946	36,974	40,001	43,030	46,058	49,086	52,115	55,143	58,172	61,200	
Truck Driver	31,824	35,648	39,472	43,296	47,120	50,944	54,768	58,592	62,416	66,240	

Steps in 2021											
TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
Administrative Secretary	32,620	35,950	39,279	42,609	45,939	49,270	52,599	55,929	59,259	62,592	
Bldg.Maintenance Worker	32,620	33,222	33,824	34,427	35,028	35,631	36,233	36,835	37,437	38,041	
Clerk 3 Payroll Sup.	43,911	47,884	51,857	55,830	59,803	63,776	67,748	71,721	75,694	79,661	
Code Enforcement Officer	32,620	37,523	42,427	47,329	52,233	57,137	62,040	66,944	71,846	76,751	
Code Enforcement Officer/PT	\$26.13/hr										
Code Enforcement Prgm Monitor	32,620	33,346	34,073	34,800	35,527	36,253	36,979	37,706	38,432	39,162	
Court Administrator	36,593	39,840	43,087	46,334	49,581	52,830	56,077	59,324	62,571	65,819	
Equipment Operator	32,620	36,034	39,449	42,863	46,278	49,693	53,107	56,522	59,937	63,350	
Fire Official	32,620	37,396	42,174	46,950	51,728	56,504	61,281	66,058	70,835	75,609	
Heavy Equip. Operator	32,620	37,380	42,140	46,900	51,660	56,420	61,180	65,940	70,700	75,462	
Keyboard Clerk 1	32,620	34,565	36,511	38,457	40,402	42,348	44,293	46,240	48,185	50,134	
Keyboard Clerk 2	34,795	37,213	39,631	42,049	44,468	46,886	49,304	51,722	54,141	56,562	
Keyboard Clerk 3	43,493	46,826	50,159	53,492	56,825	60,158	63,492	66,824	70,157	73,488	
Laborer 1	32,620	34,335	36,051	37,766	39,482	41,198	42,914	44,630	46,345	48,057	
Laborer 2	32,620	36,132	39,645	43,159	46,671	50,184	53,697	57,209	60,723	64,237	
Laborer 3	40,984	44,561	48,139	51,716	55,295	58,872	62,450	66,027	69,606	73,185	
Mechanic	42,866	45,822	48,777	51,733	54,688	57,644	60,599	63,555	66,510	69,463	
Mechanic's Helper	32,620	35,268	37,916	40,564	43,213	45,861	48,509	51,158	53,805	56,457	
Motor Vehicle Operator E & H	32,620	35,228	37,837	40,445	43,054	45,663	48,270	50,879	53,488	56,611	
Officer/Zoning officer	32,620	37,524	42,429	47,332	52,237	57,142	62,046	66,951	71,856	76,756	
Payroll/Bookkeeper (PAYROLL CLERK)	39,729	42,826	45,922	49,020	52,116	55,213	58,309	61,407	64,503	67,602	
Public Safety Telecommunicator	32,620	33,142	33,665	34,188	34,711	35,233	35,756	36,279	36,802	37,324	
Purchasing Agent	43,493	46,826	50,159	53,492	56,825	60,158	63,492	66,824	70,157	73,488	
Purchasing Assistant	39,729	42,826	45,922	49,020	52,116	55,213	58,309	61,407	64,503	67,602	
Senior Cashier	34,795	38,719	42,644	46,569	50,494	54,418	58,343	62,268	66,192	70,118	
Sewer/Water Repairer	32,620	36,455	40,292	44,127	47,964	51,799	55,635	59,472	63,307	67,143	
Sr. Water/Sewer Repairer(SEWER REPAIRER II)	37,638	41,588	45,538	49,488	53,437	57,388	61,337	65,287	69,237	73,185	
Supervising Mechanic	44,957	48,612	52,267	55,922	59,577	63,232	66,887	70,542	74,197	77,848	
Supervisor of Roads	32,620	38,218	43,817	49,415	55,014	60,613	66,212	71,810	77,409	83,010	
Technical Assistant to Construction Official	34,795	37,898	41,001	44,106	47,209	50,313	53,418	56,522	59,626	62,730	
Truck Driver	32,620	36,539	40,459	44,378	48,298	52,218	56,137	60,057	63,976	67,896	

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

ORDINANCE #2-2010

**AN ORDINANCE AMENDING THE CODE OF THE CITY OF SOUTH AMBOY CHAPTER
19, PERSONNEL POLICIES**

BE IT ORDAINED by the City Council of the City of South Amboy that the Code of the City of South Amboy is hereby amended and supplemented by the following new section:

Section 19-9

A. Policy for payment of health benefits to eligible retirees. Employees who retire will be eligible for the benefits hereunder if they satisfy one of the following requirements:

- (1) Retire on a disability pension after 15 years of continuous service to the City of South Amboy;
- (2) Retire after 25 years or more of service credit in a state or locally administered retirement system and have been employed by the City of South Amboy for a period of 20 years or longer at the time of retirement;
- (3) Retire and reach the age of 62 years or older with at least the last 15 years or more of continuous service with the City of South Amboy at the time of retirement.

B. Type of coverage to be provided.

- (1) Retirees of the City of South Amboy shall receive health insurance benefits which are equal to those being provided to the current employees in the same job classification and status previously held by the retiree. Modifications to such coverage in accordance with policy changes implemented for existing employees shall be allowed.
- (2) All coverage granted under this section shall be coverage for the individual employee and family coverage as defined by the health insurance carrier.
- (3) Upon reaching age 65, any employee who remains a beneficiary of a policy of insurance and who otherwise qualifies for Medicare shall be entitled to receive Medicare as primary coverage and City health insurance as secondary coverage. Employee shall be responsible for the payment of Medicare Part B premiums.
- (4) Upon retirement and each year thereafter, all retirees shall sign a coordination of health benefits agreement. In the event that the retiree becomes reemployed in any capacity where such employer provides health benefits for which the retiree is eligible, and the reemployed retiree is not required to contribute to the cost of those benefits, said reemployed retiree shall be required to obtain such coverage as their primary insurance. The City shall maintain the coverage as outlined herein as a secondary insured.
- (5) In the event that a retiree's spouse is employed, or becomes employed, and where such employer provides health benefits for which the spouse is or becomes eligible, and the spouse is not required to contribute to the cost of those benefits, said spouse shall be required to obtain such coverage as their primary health insurance. Dependents shall be primary on the plan of the employee or spouse whose birth date comes first in the calendar year. The City shall maintain coverage outlined herein as secondary insured.

BE IT FURTHER ORDAINED that this ordinance shall take effect following adoption and approval in a time and manner prescribed by law.

FRED A. HENRY
Council President

ATTEST:

APPROVED:

KATHLEEN VIGILANTE
Municipal Clerk

JOHN T. O'LEARY
Mayor



APPROVED AS TO FORM:

JOHN R. LANZA, ESQ.
Law Director

Introduced on First Reading: 1/20/10
Date of Publication: 1/27/10
Adopted on Second Reading: 2/3/10
Date of Final Publication: 2/10/10

To Whom It May Concern;

Please be advised Ordinance # 2-2010
was adopted on Feb. 3rd 2010 by the
Council of City of South Jersey and
signed by, the Council President, approved
by the Mayor & Law Director and witnessed
by the City Clerk in my presence.

Camille Looker
Bus. Administrator
City of South Jersey

RECEIVED AND SIGNATURE BEFORE ME ON
THIS 21st DAY OF APRIL, 2015
Laura Kalantsis
NOTARY PUBLIC

LAURA KALANTZIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/23/2016

For the City of South Amboy

[Handwritten Signature]

Glenn Skarzynski

10-23-2019

Date

For MEUSA

[Handwritten Signature]

Kerryann Burke

10/23/19

Date

THE STATE OF NEW JERSEY

COUNTY OF Middlesex

On 23rd day of October, 2019 before me, Deborah Brooks,

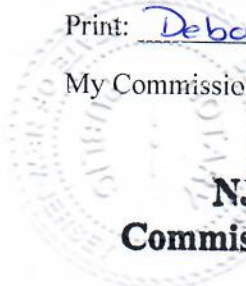
Notary Public personally, appeared Kerryann Burke + Glenn Skarzynski, who has satisfactorily identified him/her/themselves as the signers or witnesses to the above referenced document

[Handwritten Signature]

Notary Public Sign

Print: Deborah Brooks

My Commission Expires: _____



Deborah Brooks
NJ Notary # 2451437
Commission Expires: 01/15/2020