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AGREEMENT

Between

Asbury Park City

CITY OF ASBURY PARK

in the (County of Monmouth)

and

CITY OF ASBURY PARK EMPLOYEES UNION

CHAPTER 5, LOCAL 196, IFPTE

INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS

AFL-CIO

---

January 1, 1986 through December 31, 1987

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Special Labor Counsel for the  
City of Asbury Park

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PREAMBLE

THIS AGREEMENT, entered into this 29th day of July , 1986, by and between the CITY OF ASBURY PARK, in the County of Monmouth, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City"), and the CITY OF ASBURY PARK EMPLOYEES UNION, CHAPTER 5, LOCAL 196, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO (hereinafter referred to as the "Union"), for and in behalf of the employees of the City now employed and hereinafter employed and hereinafter collectively designated as Employees; and

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

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

NOW, THEREFORE,

WITNESSETH, the parties hereto hereby agree as follows:

ARTICLE I  
RECOGNITION

The City hereby recognizes the Union as the sole and exclusive bargaining representative for the City's employees as listed in Article XXI, "Salaries", excluding, however, supervisors, forepersons, employees classified as management personnel, and employees excluded by law.

ARTICLE II

AGENCY SHOP

Each employee covered by this Agreement shall, as a condition of employment, be required to pay a "fair share" fee equal to eighty-five (85%) percent of the normal dues, initiation fees, and assessments of Local #196, Chapter 5, IFPTE, AFL-CIO, unless such employee is a member of the Union. Fees deducted from such employees' salaries shall be transmitted to Local #196, IFPTE, AFL-CIO, in the same manner as regular dues. The Union shall certify to the City that the amount of said fees are as permitted by law.

ARTICLE III  
UNION RIGHTS

A. The City Manager and the Union agree to cooperate in providing measures which will make employees' working conditions and surroundings more pleasant. The City Manager shall give consideration to all suggestions submitted by the Union.

B. The City agrees to permit the posting of Union information on bulletin boards in each area in which 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.

C. Employees who are members of the bargaining unit shall be assigned work within their job classification. In no event shall an employee be assigned the work of a higher classification when another employee of the higher classification is available to do the said work.

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

E. The City agrees that no increase or other benefits will be given to any member of this bargaining unit without negotiation between the City and the Union. This said provision is subject to,

conditioned upon and in accordance with New Jersey State Statutes, Civil Service Rules and Regulations and Municipal Ordinances. In the event any of the aforesaid provisions contained in this paragraph are not adhered to by the City, the City will grant an equal percentage increase or benefit to all members of this bargaining unit. The Union, upon reasonable notice and during normal business hours, shall be provided access to the bargaining unit payroll list on a quarterly basis. Additionally, the Union shall be permitted to make copies thereof.

F. The City agrees to pay for four (4) Union Committee members for the time spent during regular working hours in meetings with the City Manager or his/her designee.

G. Three (3) delegates will be allowed a total of five (5) days to go to a Union convention in any calendar year without loss of pay or time.

H. Union officials shall be permitted time, upon notification to their department head, during regular working hours, for the purposes of investigation or processing of grievances, without loss of pay or time.

I. Union officials shall be permitted time, upon notification to their department head, during regular working hours, for the purposes of conducting Union business other than that of processing grievances, without loss of pay or time.



J. All past privileges and practices not covered in this Agreement, which are more favorable to employees, shall be continued.

K. 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 his/her file. Any employee of this Union shall have the right at reasonable times to examine his/her file if so desired.

ARTICLE IV  
HOURS OF WORK AND OVERTIME

A. Hours of Work for "White" Collar Employees

1. White Collar employees shall be deemed to be such employees as are recited and set forth on the schedule annexed hereto and made a part hereof.

2. The normal work week shall be five (5) days, consisting of seven (7) hours per day, except for those employees on shift work.

3. The existing and usual beginning and ending of the work time schedule shall be maintained, except however, that commencing on May 15th through October 15th in any calendar year, the City shall have the sole right to schedule employees' work assignments, which schedule shall be fair and equitable and reflect the actual needs of the City.

B. Hours of Work for "Blue" Collar Employees

1. The normal work week is defined as the period commencing Monday to Friday, inclusive, and shall be forty (40) hours per week, eight (8) hours per day, except for those employees on shift work or guard work, or Violations Officers who may work a split week. However, commencing May 15th and ending October 15th in any calendar year, the normal work week shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days, subject to the provisions contained in Subsection

A.3, referring to "white" collar workers, and to which this said paragraph shall be subject, and deemed to be a part hereof.

2. The normal work week for shift work or guard work shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days.

3. A list of those persons in the titles referred to as "blue" collar workers will be annexed hereto and made a part hereof.

C. Hours of Work for Radio Dispatchers, Fire Department

The work week shall consist of forty-two (42) hours, averaged out over an eight (8) week cycle. This said cycle shall coincide with the schedule to which said employee is assigned.

D. Overtime

1. "White" Collar Employees

Overtime will be paid at the rate of time and one-half (1 1/2) of the employee's regular rate of pay, or compensatory time at the rate of double time at the option of the employee.

2. "Blue" Collar Employees

Overtime shall be compensated for at the rate of time and one-half (1 1/2) for all time worked in excess of forty (40) hours as heretofore recited, or compensatory time at the rate of double time at the option of the employee.

3. General Provisions

a. After a thirty-five (35) hour work week, excepting those employees excluded by virtue of the recitals hereinbefore or hereinafter referred to as the "blue" collar workers,

those employees who shall work a forty (40) hour work week as recited herein, including both blue and white collar workers, shall be paid overtime as follows:

- i. All time in excess of regular daily working hours.
- ii. On scheduled days off.
- iii. In the event a member of the Union works on one of the holidays enumerated herein, the City shall pay one full day's wages at the regular rate of pay of said employee, plus one (1) additional day's wages at the same rate of pay aforesaid. Excluded, however, from this said overtime recital are Fire Department Dispatchers and Violations Officers, who shall be compensated for holiday time in the same manner as are the Firemen and Policemen of the City.

b. If any employee is on vacation or holiday, that time taken shall be considered as time worked.

c. Overtime shall be distributed equally by Job Title/Classification in which the overtime exists, initially by seniority rotation and thereafter to the employee(s) with the least amount of overtime worked or charged. 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. Discrepancies found to be the error of the City shall be corrected by offering the next available overtime to the bypassed employee.

d. A list of employees and their hours of overtime shall be maintained in each department, posted conspicuously, and kept up-to-date on a daily basis. All overtime worked or refused

shall be charged as overtime worked for the purposes of this provision.

E. Rest Break

Employees of this bargaining unit shall receive a fifteen (15) minute break period in the morning and in the afternoon, to begin no sooner than two (2) hours from the start of the shift work.

F. Night Differential

The City agrees to pay a night differential payment of two (\$2.00) dollars per night to all employees who work between 4:00 p.m. and 8:00 a.m. This does not include any employees whose overtime begins after completion of his/her regular daily working hours.

ARTICLE V

HOLIDAYS

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

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

B. When an employee member of this bargaining unit is required to work on any of the above fifteen (15) holidays, he or she shall be paid double (2) time at the regular rate of pay of said employee.

C. In addition to the above holidays, each employee shall also be granted his/her birthday off, with pay. In the event the birthday, or any of the above holidays, occurs on a Saturday, the preceding Friday shall be the day off granted to said employee. In the event the birthday, or any of the above holidays, falls on a Sunday, the next succeeding Monday shall be granted as the day off. In the event the birthday falls on a legal holiday, the next succeeding work day shall be given as the day off.

D. An employee may choose to work on his/her birthday and substitute another day off in lieu thereof. Also, an employee may add this day to his/her vacation time.

E. Two (2) religious holidays shall be granted employees, such time to be charged at the discretion of the employee, to his/her accrued vacation leave due, or in the event the employee does not desire to charge the said religious holiday time to vacation time, the said employee may elect to take the said day off without pay.

ARTICLE VI

JURY DUTY

Employees 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.



ARTICLE VII

VACATIONS

A. An employee shall be granted a vacation if earned in each full calendar year without loss of pay. The vacation year shall run from January 1 through December 31 of the calendar year. Vacations may be taken at any time during the year, subject to the approval of the City Manager or his/her designee; however, no vacations shall be taken during the period commencing Memorial Day and running through the Monday next succeeding Labor Day in any calendar year. In exceptional circumstances, the City Manager may, upon request, grant vacations at other times than recited herein. In the event an employee is not permitted to take his or her 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 the approval of the City Manager, or his/her designee. Vacations shall be earned in the following manner:

<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)

B. The City Manager or his/her designee shall base the schedule of vacations to be taken by employees on a seniority basis.

C. Every employee shall be permitted to have within any vacation year not more than two (2) "split" vacation periods. However, there shall be no vacations permitted during the period of time hereinbefore referred to as commencing Memorial Day and ending Monday next succeeding Labor Day in any calendar year.

D. This Article shall remain in full force and effect during the term of this Agreement.

ARTICLE VIII  
LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, subject to New Jersey State Statutes, Civil Service Rules and Regulations, Municipal Ordinances, and the consent of the City Manager, after which time the employee will be reinstated, subject to Civil Service Rules and Regulations of the State of New Jersey, Municipal Ordinances, or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Rules and Regulations, and the New Jersey State Statutes.

ARTICLE IX  
LAYOFF AND TERMINATION

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

B. The City will agree to discuss sub-contracting as per the regulations of the State Law and State judicial decisions, and abide by laws and statutes relating thereto.

C. Reemployment rights after layoff shall be governed by the New Jersey Civil Service Rules and Regulations, and the New Jersey State Statutes.

D. 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 two (2) weeks' severance pay at the regular rate of pay of said employee.

ARTICLE X

DEATH IN FAMILY

A member of this bargaining unit shall be granted three (3) working days off if death occurs in the immediate family, which shall consist of father, mother, stepfather, stepmother, spouse, brother, sister, stepbrother, stepsister, child, stepchild, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, sister-in-law, and brother-in-law. The said time off shall be with pay.

ARTICLE XI

OVERTIME MEALS

The City will provide meals for employees working emergency overtime, but the meal allowance and quantity thereof shall be at the discretion of the head of each department and shall be approved by the City Manager.

ARTICLE XII  
PERSONAL BUSINESS

A. Employees shall be granted three (3) working days off per year with pay, providing the employee calls in prior to his/her shift to report same, for the purpose of conducting matters of a business or emergency nature. Such time will not be deducted from one's accumulated sick leave or vacation leave. Such days cannot be accrued from year to year, nor can this time be added to one's vacation time.

B. The City will grant additional time off for personal business which must be charged to accrued vacation time only, but not to exceed five (5) days, except upon written permission of the City Manager. It is understood that these additional days (5) shall be granted only upon twenty-four (24) hours prior notice by the employee to his/her supervisor.

C. In the event of an emergency that prevents the employee from calling in (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 and extent of any such emergency situation to the Employer upon his or her return to work.

ARTICLE XIII

SICK LEAVE

A. All employees of the Unit shall be entitled to sick leave with pay in accordance with N.J.S.A. 11:24A-3. Sick leave may also be used pursuant to N.J.S.A. 11:24A-5, provided such leave does not exceed three (3) days. For purposes of sick leave taken pursuant to N.J.S.A. 11:24A-5, "immediate family", is defined as spouse or unmarried natural or adopted children of the employee residing in the employee's household.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and twenty (20) days in every calendar year thereafter.

2. 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.

3. Upon retirement, each permanent full time employee, hired prior to May 1, 1982, shall receive one hundred (100%) percent of his/her accumulated sick leave time, subject to and conditioned upon, however, that said employee shall not receive more than two hundred twenty-five (225) days full pay at the rate of pay existing on the date of said employee's retirement.



4. Permanent full-time employees hired May 1, 1982 or later shall receive, upon retirement, one-half (1/2) his/her accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay at the rate of pay existing on the date of said employee's retirement.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him or her to sick leave, his or her 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.

a. Failure to so notify his or her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee shall be required to submit acceptable medical evidence substantiating the illness and physician's certification that said employee is able to return to full duty.

a. Any employee who has been absent on sick leave for periods totalling ten (10) days in one calendar year, consisting of periods of less than five (5) 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.

b. The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his or her 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 his or her normal duties and, in addition thereto, that his or her return will not jeopardize the health of the other employees.

E. All employees who shall have taken less than five (5) sick leave days in any calendar year shall receive additional vacation days in the ensuing years in accordance with the following schedule:

0 sick days taken. . . . .	7 additional vacation days
1 sick day taken . . . . .	5 additional vacation days
2 sick days taken. . . . .	4 additional vacation days
3 sick days taken. . . . .	3 additional vacation days
4 sick days taken. . . . .	1 additional vacation day

ARTICLE XIV

LONGEVITY

A. Effective January 1, 1984, longevity payments shall be granted according to the following pay schedule:

<u>CLASSIFICATION</u>	<u>5-9 yrs.</u>	<u>10-14 yrs.</u>	<u>15-19 yrs.</u>	<u>20-24 yrs.</u>	<u>25 yrs. on</u>
<u>General Office</u>					
Telephone Operator/Receptionist	\$ 278	\$ 556	\$ 881	\$ 1,113	\$ 1,391
Principal Assessing Clerk	552	1,105	1,750	2,210	2,762
Senior Assessing Clerk	407	814	1,289	1,628	2,035
Principal Clerk Bookkeeper	539	1,077	1,706	2,155	2,694
Principal Payroll Clerk	456	913	1,445	1,826	2,282
Clerk Bookkeeper/Typist	395	790	1,250	1,579	1,974
Senior Cashier Typing	407	814	1,289	1,628	2,035
Senior Clerk	426	853	1,350	1,706	2,132
Building Maintenance Worker	499	998	1,580	1,996	2,495
Principal Parking Meter Collector and Repairer	627	1,254	1,986	2,508	3,135
Parking Meter Collector and Repairer	575	1,150	1,820	2,299	2,874
Tax Clerk	395	790	1,250	1,579	1,974
Clerk Typist	361	723	1,145	1,446	1,807
Deputy Registrar of V.S.	392	784	1,241	1,567	1,959
<u>Dept. of Public Safety</u>					
Police Records Clerk/Transcriber	\$ 390	\$ 781	\$ 1,236	\$ 1,561	\$ 1,952
Police Records Clerk	319	638	1,010	1,276	1,595
Clerk	361	723	1,145	1,446	1,807
Clerk Typist	361	723	1,145	1,446	1,807
	*[ 390	781	1,236	1,561	1,952 ]
Investigative Clerk	490	980	1,551	1,959	2,449
Police Radio Dispatcher	407	814	1,289	1,628	2,035
Communications Officer	407	814	1,289	1,628	2,035
Parking Violations Officer	514	1,028	1,628	2,056	2,570
<u>Municipal Court</u>					
Court Aide/Violations Clerk, Typing	\$ 308	\$ 616	\$ 976	\$ 1,232	\$ 1,540
Deputy Municipal Court Clerk	403	806	1,276	1,612	2,015
Municipal Court Attendant	514	1,028	1,628	2,056	2,570
<u>Office of Development - Code Enforcement</u>					
Clerk Typist	\$ 361	\$ 723	\$ 1,145	\$ 1,446	\$ 1,807
Housing Inspector	575	1,150	1,820	2,299	2,874
Secretarial Asst/Stenography	426	853	1,350	1,706	2,132
	*[ 459	917	1,452	1,835	2,293 ]

<u>CLASSIFICATION</u>	<u>5-9 yrs.</u>	<u>10-14 yrs.</u>	<u>15-19 yrs.</u>	<u>20-24 yrs.</u>	<u>25 yrs. on</u>
<u>Welfare</u>					
Clerk Typist	\$ 361	\$ 723	\$ 1,145	\$ 1,446	\$ 1,807
Welfare Investigator	458	917	1,451	1,833	2,291
<u>Sewer</u>					
Sewer Plant Operator/Repairer	\$ 575	\$ 1,150	\$ 1,820	\$ 2,299	\$ 2,874
Chief Sewer Plant Operator	721	1,442	2,284	2,884	3,606
Sewer Repairer	575	1,150	1,820	2,299	2,874
Senior Sewer Repairer	590	1,180	1,868	2,359	2,949
<u>Dept. of Public Maintenance</u>					
Garage Attendant/Stock Clerk	\$ 538	\$ 1,077	\$ 1,705	\$ 2,153	\$ 2,691
Clerk Typist	361	723	1,145	1,446	1,807
Principal Clerk Typist	459	917	1,452	1,835	2,293
Building Maintenance Worker	499	998	1,580	1,996	2,495
Laborer	501	1,002	1,587	2,005	2,506
Guard/Public Property	499	998	1,580	1,996	2,495
Truck Driver	515	1,031	1,632	2,061	2,576
Equipment Operator	546	1,091	1,728	2,182	2,728
Sr. Bldg. Maintenance Worker	553	1,105	1,750	2,211	2,763
Painter	553	1,106	1,752	2,213	2,766
Painter/Traffic Maint. Worker	575	1,150	1,820	2,299	2,874
Maintenance Repairer	555	1,110	1,758	2,221	2,776
	*[ 575	1,150	1,820	2,299	2,874 ]
Mason and Plasterer	575	1,150	1,820	2,299	2,874
Heavy Equipment Operator	604	1,208	1,913	2,416	3,020
Carpenter	609	1,219	1,930	2,438	3,047
Laborer/Traffic Maint. Worker	501	1,002	1,587	2,005	2,506
Mechanic	575	1,150	1,820	2,299	2,874
Senior Mechanic	595	1,190	1,884	2,379	2,974
Electrician	575	1,150	1,820	2,299	2,874
<u>Clean Streets</u>					
Laborer	\$ 501	\$ 1,002	\$ 1,587	\$ 2,005	\$ 2,506
	*[ 504	1,008	1,596	2,016	2,520 ]
Street Sweeper	451	902	1,429	1,805	2,256
Public Works Investigator	538	1,076	1,703	2,151	2,689

\* Denotes red-circled longevity for person in designated position/title on January 1, 1984.

B. Longevity payments shall be granted beginning the above specified year through the specified year.

C. Longevity pay shall be paid regularly as part of the salary of the members of this bargaining unit.

D. The above longevity payments are computed as follows:  
The percentages are set forth in Article XI of the 1982-83  
contract, multiplied times the 1984 base salary for the 4th step  
(maximum) for each position/title.

ARTICLE XV

MANNER OF SALARY PAYMENT

Commencing July 1, 1979, employees of the bargaining unit shall be paid bi-monthly, one twenty-fourth (1/24th) of their annual salary, with deductions for excessive sick time and increments for overtime to be adjusted during the next succeeding pay period. A record of each employee's sick leave shall be available to the officially designated Union stewards monthly.

ARTICLE XVI

PROMOTIONS

The City agrees that, where promotions are available, employees within this bargaining unit presently employed on a permanent basis shall be appointed from Civil Service promulgated lists of existing employees over non-employees when and wherever possible, when three (3) or more names appear on said Civil Service lists. The City will also give consideration to temporary or CETA workers in positions to be filled.

ARTICLE XVII  
GRIEVANCE 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 agree 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 Union, the Union 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 between the parties covered by this Agreement, with the exception of City-initiated grievances which will proceed in accordance with the provisions hereinafter recited, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

The Steward or Union official and aggrieved (if he or she so desires) shall present the grievance to the immediate supervisor within ten (10) working days after the event giving rise to the



grievance or of the time the employee could have reasonably been expected to gain knowledge of its occurrence. Failure by the aggrieved to act within such specified time shall be deemed to constitute an abandonment of the grievance. This grievance may be stated orally, and if no settlement is reached within sixteen (16) working hours or less, it shall then be put in writing by an appropriate Union official. The written grievance shall be referred to:

Step Two

The Union Grievance Committee (2 Union officials), Steward and aggrieved (if aggrieved desires) on the one hand and the Department Head on the other hand. The parties within this Step shall arrange a meeting no later than three (3) working days after submission of the written grievance to the Department Head. The Department Head shall give a written answer, after full discussion with the Union representatives as defined herein, either at the close of the meeting or within three (3) working days thereafter. Should the grievance remain unsettled, after following the procedure outlined above, it shall then be referred to:

Step Three

The Union officials outlined in Step Two, aggrieved (if aggrieved desires) and Union Business Agent on the one hand, and the City Manager, Department Head and Supervisor on the other hand. The parties within this Step shall arrange a meeting no later than three (3) working days after the Union receives the Department Head's written answer from Step Two. After discussion

between the parties, the City Manager shall render a written decision within three (3) working days thereafter (copy to Union and aggrieved). Should the grievance remain unsettled after following the procedure outlined above, it shall then be referred to:

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 Three, be referred to arbitration. If such written notice is not given within the ten (10) working days (excluding Saturday and Sunday), the grievance shall be deemed dropped. The party desiring the arbitration shall submit, within five (5) working days of notice to the other party, an arbitration request to either the New Jersey Public Employment Relations Commission/Division of Conciliation and Arbitration, or the Civil Service Commission, whichever may be applicable. The parties shall be governed by the rules and regulations of the applicable Commission. Further, the parties desiring the arbitration may have the option of submitting the grievance to "expedited" arbitration under the PERC rules governing same.

The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the Union and the City.

D. City Grievances

Grievances initiated by the City shall be filed directly with any authorized Union officer, delegate or steward within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance aforesaid by the City Manager, his designee, the person against whom the grievance has been initiated, and a representative of the Union, in an earnest effort to adjust the differences between the parties. In the event the said differences are not adjusted, the City shall be afforded the opportunity to invoke the arbitration procedure hereinbefore referred to.

E. Either party may request an extension of time at any one of the above Steps but only one such extension, providing the party desiring such extension gives written notice to the other prior to the expiration of the time limit specified in the specific Step. Such extension shall not exceed two (2) working days.

F. Discipline - Suspension - Discharge

Any employee subject to discipline, suspension or discharge shall have recourse to the grievance procedure beginning at the Step Two level. Should the matter remain unresolved at the Step Two level, it shall be put in written grievance form and submitted to the City Manager under the procedure outlined in Step Three. Thereafter, if the matter remains unsettled, it may be submitted to arbitration as outlined under Step Four.

ARTICLE XVIII

SENIORITY

A. Seniority is herewith defined as the length of an employee's continuous permanent service with the City, and as more particularly set forth in the New Jersey State Civil Service Rules, Regulations and Statutes.

B. An employee shall cease to have seniority rights by reason of the following:

1. Voluntary quit or resignation.
2. Justifiable discharge.

3. Absence without notice for five (5) consecutive days shall constitute resignation except for reasons approved by the City Manager, which approval shall not be unreasonably withheld, and further subject to and conditioned upon the approval of the Civil Service Commission and applicable New Jersey State Statutes.

C. Seniority shall be applied for the following purposes, in addition to those provided for by New Jersey State Civil Service Rules and Regulations and applicable New Jersey State Statutes; to wit, priority selection of vacation.

ARTICLE XIX

INJURY LEAVE

A. Whenever a member of the bargaining unit is incapacitated from duty because of a physical injury sustained in the performance of his or her duty, such employee shall receive full wages for a period of seven (7) days from the commencement of said injury. In the event said disability continues beyond seven (7) days, the City agrees to continue the employee's wages, provided the employee files a petition for disability benefits as soon as practicable in accordance with the Worker's Compensation Act of the State of New Jersey, and the employee shall assign or pay over to the City any temporary disability payments received under said award for disability, for whatever period the said employee is paid by the City under this said provision.

B. 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.

C. Payments provided for under the aforesaid provisions shall be limited to fifty-two (52) weeks for any one (1) injury, and in accordance with the rules and regulations of the Worker's Compensation Bureau and applicable New Jersey State Statutes.

ARTICLE XX

HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full time employees, their spouse and dependent children. As to dependent children, the same shall be those children who are determined to be dependent by Blue Cross/Blue Shield, with a Rider J included therein. The City, however, shall have the option of providing similar insurance by any other insurance carrier. In the event of any such proposed change, the Union shall first be given the opportunity to review the newly proposed plans/coverage. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid by the City.

B. All employees who shall retire after January 1, 1980 shall be provided with individual hospitalization insurance as presently in effect for current employees. This provision shall not include any hospitalization or other benefits for the retired employee's spouse and dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972.

ARTICLE XXI

SALARIES

The City agrees that the base salary rates for all employees covered by this Agreement shall be as specified in this Article. Reflected in these salary rates are the following increases which become effective on the dates shown.

A. Effective January 1, 1986, all employees shall receive an increase of six (6%) percent on their current base salary.

B. Effective January 1, 1987, all employees shall receive an increase of seven and eight-tenths (7.8%) percent on their current base salary.

C. Effective January 1, 1987, all employees shall receive a one-time only bonus of One Hundred Three (\$103.00) Dollars, not be added to their base salary. This bonus shall be subject to all usual and ordinary payroll deductions, and payable by February 15, 1987.

The following annual increment system in moving from minimum to maximum is hereby implemented:

<u>CLASSIFICATION</u>	MINIMUM			MAXIMUM 4th yr.	EMPLOYEES AT MAXIMUM IN 1985
	1st yr.	2nd yr.	3rd yr.		
<u>General Office</u>					
Telephone Oper/Receptionist	\$ 9,116	\$ 9,493	\$ 9,958	\$10,420	\$10,518
Principal Assessing Clerk	13,141	15,577	18,133	20,692	20,887
Senior Assessing Clerk	11,922	12,953	14,097	15,241	15,384
Principal Clerk Bookkeeper	11,219	14,136	17,156	20,177	20,368
Principal Payroll Clerk	11,129	13,472	14,280	15,476	17,257
Clerk Bookkeeper Typist	10,518	11,876	13,332	14,788	14,927
Senior Cashier Typing	11,922	12,953	14,097	15,241	15,384
Building Maintenance Worker	9,116	12,250	15,471	18,691	18,867
Principal Parking Meter Col- lector and Repairer	15,999	18,412	20,958	23,504	23,706
Parking Meter Collector and Repairer	14,025	16,438	18,984	21,530	21,732
Senior Clerk	11,219	12,734	14,352	15,972	16,123
Tax Clerk	10,518	11,876	13,332	14,788	14,927
Deputy Registrar of V.S.	10,157	11,600	13,138	14,677	14,815
Clerk Typist	8,414	10,070	11,803	13,537	13,664
<u>Department of Public Safety</u>					
Police Records Clerk/ Transcriber	\$10,098	\$11,541	\$13,079	\$14,618	\$14,756
Police Records Clerk	8,414	9,540	10,744	11,948	12,061
Clerk	8,414	10,070	11,803	13,537	13,664
Clerk Typist	8,414	10,070	11,803	13,537	13,664
	*[10,098	11,541	13,079	14,618	14,756]
Investigative Clerk	11,219	13,525	15,936	18,346	18,519
Police Radio Dispatcher	10,518	12,028	13,635	15,243	15,387
Communications Operator	10,518	12,028	13,635	15,243	15,387
Parking Violations Officer	10,518	13,364	16,308	19,252	19,433
<u>Municipal Court</u>					
Court Aide/Violations Clerk/ Typing	\$ 9,116	\$ 9,866	\$10,703	\$11,538	\$11,647
Deputy Municipal Court Clerk	9,116	11,051	13,071	15,092	15,234
Municipal Court Attendant	13,485	15,446	17,416	19,251	19,432
<u>Welfare</u>					
Clerk Typist	\$ 8,414	\$10,070	\$11,803	\$13,537	\$13,664
Welfare Investigator	11,219	13,130	15,147	17,164	17,325
<u>Sewer</u>					
Sewer Plant Operator/Repairer	\$14,025	\$16,438	\$18,984	\$21,530	\$21,732
Sewer Repairer	14,025	16,438	18,984	21,530	21,732
Senior Sewer Repairer	14,592	17,000	19,545	22,091	22,299
Chief Sewer Plant Operator	20,897	22,804	24,906	27,008	27,263



Department of Public Maintenance

Garage Attendant/Stock Clerk	\$12,621	\$15,056	\$17,609	\$20,161	\$20,351
Clerk Typist	8,414	10,070	11,803	13,537	13,664
Principal Clerk Typist	11,219	13,136	15,157	17,178	17,341
Building Maintenance Worker	9,116	12,250	15,471	18,691	18,867
Laborer	12,621	14,593	16,682	18,772	18,949
Guard/Public Property	9,116	12,250	15,471	18,691	18,867
Truck Driver	13,323	15,232	17,265	19,299	19,481
Equipment Operator	14,025	16,074	18,254	20,435	20,628
Sr. Building Maintenance Worker	14,025	16,162	18,430	20,699	20,895
Painter	13,323	15,705	18,211	20,718	20,914
Painter/Traffic Maint. Worker	14,025	16,438	18,984	21,530	21,732
Maintenance Repairer	13,323	15,729	18,261	20,792	20,988
	*[15,427	17,364	19,447	21,530	21,732]
Mason and Plasterer	14,025	16,438	18,984	21,530	21,732
Heavy Equipment Operator	15,427	17,729	20,174	22,620	22,833
Carpenter	15,427	17,796	20,311	22,824	23,039
Laborer/Traffic Maint Worker	12,621	14,593	16,682	18,772	18,949
Mechanic	14,025	16,438	18,984	21,530	21,732
Senior Mechanic	14,726	17,152	19,716	22,279	22,489
Electrician	14,025	16,438	18,984	21,530	21,732

Clean Streets

Laborer	\$12,621	\$14,593	\$16,682	\$18,722	\$18,949
	*[17,530	17,868	18,371	18,873	19,051
Street Sweeper	15,427	15,822	16,359	16,897	17,058
Public Works Investigator	13,323	15,513	17,829	20,145	20,335

Office of Development

Clerk Typist	\$ 8,414	\$10,070	\$11,803	\$13,537	\$13,664
Housing Inspector	14,025	16,438	18,984	21,530	21,732
Secretarial Asst/Stenography	11,219	12,734	14,352	15,972	16,123
	*[11,219	13,136	15,157	17,178	17,341]

\*Denotes red-circled salary for person in designated position/title on January 1, 1984.

1987

<u>CLASSIFICATION</u>	<u>MINIMUM</u>				<u>MAXIMUM</u>	<u>EMPLOYEES</u> <u>AT MAXIMUM</u> <u>IN 1986</u>
	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>		
<u>General Office</u>						
Telephone Oper/Receptionist	\$ 9,827	\$10,233	\$10,735	\$11,233	\$11,338	
Principal Assessing Clerk	14,166	16,792	19,547	22,306	22,516	
Senior Assessing Clerk	12,852	13,963	15,197	16,430	16,584	
Principal Clerk Bookkeeper	12,094	15,239	18,494	21,751	21,957	
Principal Payroll Clerk	11,997	14,523	15,394	16,683	18,603	
Clerk Bookkeeper Typist	11,338	12,802	14,372	15,941	16,091	
Senior Cashier Typing	12,852	13,963	15,197	16,430	16,584	
Building Maintenance Worker	9,827	13,206	16,678	20,149	20,339	
Principal Parking Meter Col- lector and Repairer	17,247	19,848	22,593	25,337	25,555	
Parking Meter Collector and Repairer	15,119	17,720	20,465	23,209	23,427	
Senior Clerk	12,094	13,727	15,471	17,218	17,381	
Tax Clerk	11,338	12,802	14,372	15,941	16,091	
Deputy Registrar of V.S.	10,949	12,505	14,163	15,822	15,971	
Clerk Typist	9,070	10,855	12,724	14,593	14,730	
<u>Department of Public Safety</u>						
Police Records Clrk/Transcriber	10,886	\$12,441	\$14,099	\$15,758	\$15,907	
Police Records Clerk	9,070	10,284	11,582	12,880	13,002	
Clerk	9,070	10,855	12,724	14,593	14,730	
Clerk Typist	9,070	10,855	12,724	14,593	14,730	
	*[10,886	12,441	14,099	15,758	15,907]	
Investigative Clerk	12,094	14,580	17,179	19,777	19,963	
Police Radio Dispatcher	11,338	12,966	14,699	16,432	16,587	
Communications Operator	11,338	12,966	14,699	16,432	16,587	
Parking Violations Officer	11,338	14,406	17,580	20,754	20,949	
<u>Municipal Court</u>						
Court Aide/Violations Clerk/ Typing	\$ 9,827	\$10,636	\$11,538	\$12,438	\$12,555	
Deputy Municipal Court Clerk	9,827	11,913	14,091	16,269	16,422	
Municipal Court Attendant	14,537	16,651	18,774	20,753	20,948	
<u>Welfare</u>						
Clerk Typist	\$ 9,070	\$10,855	\$12,724	\$14,593	\$14,730	
Welfare Investigator	12,094	14,154	16,328	18,503	18,676	
<u>Sewer</u>						
Sewer Plant Operator/Repairer	\$15,119	\$17,720	\$20,465	\$23,209	\$23,427	
Sewer Repairer	15,119	17,720	20,465	23,209	23,427	
Senior Sewer Repairer	15,730	18,326	21,070	23,814	24,038	
Chief Sewer Plant Operator	22,527	24,583	26,849	29,115	29,390	

Department of Public Maintenance

Garage Attendant/Stock Clerk	\$13,605	\$16,230	\$18,983	\$21,734	\$21,938
Clerk Typist	9,070	10,855	12,724	14,593	14,730
Principal Clerk Typist	12,094	14,161	16,339	18,518	18,694
Building Maintenance Worker	9,827	13,206	16,678	20,149	20,339
Laborer	13,605	15,731	17,983	20,236	20,427
Guard/Public Property	9,827	13,206	16,678	20,149	20,339
Truck Driver	14,362	16,420	18,612	20,804	21,001
Equipment Operator	15,119	17,328	19,678	22,029	22,237
Sr. Building Maintenance Worker	15,119	17,423	19,868	22,314	22,525
Painter	14,362	16,930	19,631	22,334	22,545
Painter/Traffic Maint. Worker	15,119	17,720	20,465	23,209	23,427
Maintenance Repairer	14,362	16,956	19,685	22,414	22,625
	* [16,630	18,718	20,964	23,209	23,427]
Mason and Plasterer	15,119	17,720	20,465	23,209	23,427
Heavy Equipment Operator	16,630	19,112	21,748	24,384	24,614
Carpenter	16,630	19,184	21,895	24,604	24,836
Laborer/Traffic Maint. Worker	13,605	15,731	17,983	20,236	20,427
Mechanic	15,119	17,720	20,465	23,209	23,427
Senior Mechanic	15,875	18,490	21,254	24,017	24,243
Electrician	15,119	17,720	20,465	23,209	23,427

Clean Streets

Laborer	\$13,605	\$15,731	\$17,983	\$20,236	\$20,427
	* [18,897	19,262	19,804	20,345	20,537
Street Sweeper	16,630	17,056	17,635	18,215	18,389
Public Works Investigator	14,362	16,723	19,220	21,716	21,921

Office of Development

Clerk Typist	\$ 9,070	\$10,855	\$12,724	\$14,593	\$14,730
Housing Inspector	15,119	17,720	20,465	23,209	23,427
Secretarial Asst/Stenography	12,094	13,727	15,471	17,218	17,381
	* [12,094	14,161	16,339	18,518	18,694]

\*Denotes red-circled salary for person in designated position/title on January 1, 1984.

Employees shall receive their increment step on the anniversary date of their employment in the job classification as a City employee. An employee promoted to a higher rated job title shall be slotted in at the step increment of the new position that is next highest in pay to his/her present rate.

ARTICLE XXII

STRIKES AND LOCKOUTS

Since it is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all differences, disputes and grievances that may arise between them, 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 cause no lockouts.

ARTICLE XXIII  
MANAGEMENT RIGHTS

The management of the City and the direction and regulation of its working forces, including discharge for just cause, except as specifically limited by this Agreement or Civil Service Rules and Regulations, shall be the exclusive function of the employer and its management. Provided, however, that the provisions of this paragraph shall not be used by the employer for the purpose of discriminating against any member of this bargaining unit, or in disregard of the provisions of this Agreement and/or Civil Service Rules and Regulations.

ARTICLE XXIV

FIRE DEPARTMENT AND RADIO DISPATCHERS

A. Hours off when working overtime

All members of this bargaining unit working consecutive tours of duty will be allowed one (1) hour off upon commencement of overtime duty and one (1) hour off if said dispatcher begins his/her regular tour of duty after completion of an overtime hour.

B. Two-Hour minimum overtime pay

Employees recalled to duty because of an emergency shall be paid for the actual time worked, but not less than two (2) hours' pay, at the rate of one and one-half (1 1/2) times the basic pay of said employee.

ARTICLE XXV

TERMS OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1986. It shall be binding upon the City and the Union until December 31, 1987, 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 Rules and Regulations, and Statutes of the State of New Jersey, of an intention to make 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 hereunto set their hands and seals and caused this document to be signed by

their proper corporate officers, the day and year first above written.

CITY OF ASBURY PARK  
Monmouth County, New Jersey

Attest:

*George H. Floyd*  
GEORGE H. FLOYD  
Assistant to the City Manager

BY *Samuel J. Addeo*  
SAMUEL J. ADDEO, City Manager

CITY OF ASBURY PARK EMPLOYEES  
UNION, CHAPTER 5, LOCAL NO. 196,  
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL  
ENGINEERS, AFL-CIO

Attest:

\_\_\_\_\_  
Secretary

BY *Mario Papa*  
MARIO PAPA, President  
Chapter 5, Local 196

BY *John L. Stevens*  
JOHN L. STEVENS, Business Agent  
Local 196, IFPTE, AFL-CIO

APPROVED AS TO FORM:

*Karen Bulsiewicz*  
KAREN A. BULSIEWICZ, ESQUIRE  
Labor Counsel, City of Asbury Park, NJ