

AGREEMENT

between

CITY OF PERTH AMBOY, N.J.

and

PERTH AMBOY BLUE COLLAR UNION, LOCAL 1

JANUARY 1, 2009 to June 30, 2010

**INDEX**

	Page
	1
	2
ARTICLE I	3
ARTICLE II	4
ARTICLE III	5
ARTICLE IV	6
ARTICLE V	8
ARTICLE VI	10
ARTICLE VII	11
ARTICLE VIII	14
ARTICLE IX	15
ARTICLE X	17
ARTICLE XI	20
ARTICLE XII	24
ARTICLE XIII	26
ARTICLE XIV	28
ARTICLE XV	29
ARTICLE XVI	32
ARTICLE XVII	33
ARTICLE XVIII	34
ARTICLE XIX	36
ARTICLE XX	

ARTICLE XXI	JURY LEAVE . . . . .	37
ARTICLE XXII	MILITARY LEAVE . . . . .	38
ARTICLE XXIII	CONVENTION LEAVE . . . . .	39
ARTICLE XXIV	LONGEVITY . . . . .	40
ARTICLE XXV	PERSONAL DAYS . . . . .	42
ARTICLE XXVI	SALARIES . . . . .	43
ARTICLE XXVII	HEALTH AND LIFE INSURANCE BENEFITS . . . . .	44
ARTICLE XXVIII	RETIREMENT BENEFITS . . . . .	46
ARTICLE XXIX	SAFETY AND HEALTH COMMITTEE . . . . .	49
ARTICLE XXX	PROBATION . . . . .	50
ARTICLE XXXI	RULES AND REGULATIONS . . . . .	51
ARTICLE XXXII	OUT OF TITLE WORK . . . . .	52
ARTICLE XXXIII	STAND BY PAY . . . . .	53
ARTICLE XXXIV	REST PERIODS . . . . .	54
ARTICLE XXXV	ACCESS TO PERSONNEL FILE . . . . .	55
ARTICLE XXXVI	LABOR-MANAGEMENT COMMITTEE . . . . .	56
ARTICLE XXXVII	DISCIPLINE AND DISCHARGE . . . . .	57
ARTICLE XXXVIII	JOB POSTING . . . . .	58
ARTICLE XXXIX	FULLY BARGAINED PROVISIONS . . . . .	59
ARTICLE XL	SAVINGS CLAUSE . . . . .	60
ARTICLE XLI	PAY PERIOD . . . . .	61
ARTICLE XLII	GASOLINE ALLOWANCE . . . . .	62
ARTICLE XLIII	PRESCRIPTION EYEGGLASS ALLOWANCE . . . . .	63
ARTICLE XLIV	MANDATORY RANDOM AND REASONABLE SUSPICION DRUG AND ALCOHOL TESTING . . . . .	64
ARTICLE XLV	TERMINATION . . . . .	67

**PREAMBLE**

This Agreement, effective and retroactive to January 1, 2009 and expiring June 30, 2010, between the City of Perth Amboy in the County of Middlesex, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" or the "Employer", and Perth Amboy Blue Collar Union, Local 1, hereinafter referred to as the "Union", represents the complete and final understanding on all negotiable issues between the City and the Union and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by Article 1 - Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

The City recognizes the Union as the exclusive collective negotiations agent for all Blue Collar employees employed by the Division of Municipal Utilities, Division of Public Works, and Environmental Protection Division, including the following titles, but excluding white collar employees and supervisors, blue collar supervisors and all managers:

- |  |                                |
|--|--------------------------------|
| Animal Control Officer                 | Sanitation Driver              |
| Building Maintenance Worker            | Sanitation Inspector           |
| Building Service Worker                | Sanitation Worker              |
| Carpenter                              | Senior Bldg Maintenance Worker |
| Electrician                            | Senior Electrician             |
| Equipment Operator                     | Senior Mechanic                |
| Equipment Operator (tractor-trailer)   | Senior Groundskeeper           |
| Groundskeeper                          | Senior Tree Trimmer            |
| Heavy Equipment Operator - Parks       | Stock Clerk                    |
| Laborer                                | Storekeeper                    |
| Maintenance Repairer (Light Equipment) | Street Sweeper                 |
| Maintenance Repairer                   | Tandem Driver                  |
| Mason                                  | Tire Service Repairer          |
| Mechanic Helper                        | Traffic Maintenance Repairer   |
| Mechanic                               | Tree Climber                   |
| Mechanic Diesel/Mechanic Hydraulic     | Tree Trimmer                   |
| Motor Broom Operator                   | Truck Driver I                 |
| Park Guard                             | Truck Driver II                |
| Park Maintenance Worker                | SENIOR MAINTENANCE REPAIRER    |
| Parking Enforcement Officer            |                                |
| Plumber                                | Welder                         |
| Recreation Maintenance                 | Welder's Helper                |



Nothing herein shall preclude the parties from mutually agreeing to make adjustments in the above list of titles, as is appropriate.

## ARTICLE II

### MANAGEMENT RIGHTS

The Union recognizes the administration rights, duties and authority to manage and control the employees of the administration pursuant to the authority conferred on it by the State of New Jersey, and all applicable local, state and federal laws. The administration retains and reserves all rights of management and control of the employees of the administration not limited by this Agreement.

### ARTICLE III

#### NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, support, nor condone, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from a position, or stoppage of work or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement. The City agrees not to lock out.

B. The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

## ARTICLE IV

### NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Union against any employee on account of race, color, creed, sex, national origin or political affiliation.

B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of any lawful activities by such employees on behalf of their membership or non-membership in the Union, or because of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement, who are not members of the local Union.



## ARTICLE V

### DUES CHECK-OFF/AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the union office by the end of the next month following the monthly pay period in which deductions were made.

B. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the City written notice prior to the effective date of such change. The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated City officials, as provided in N.J.S.A. 52:14-15.9(e), as amended. 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 in reliance upon the salary deduction authorization cards submitted by the Union to the City.

### AGENCY SHOP PROVISION

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 employee who does not join within ninety

(90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty five percent (85%) of the regular union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representative fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

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

## ARTICLE VI

### HOURS OF WORK

A. The work week for the Division of Public Works, Parks, Buildings and Grounds, Equipment and Maintenance, Division of Code Enforcement and Electrical Bureau shall consist of five (5) consecutive days, Monday through Friday, a total of thirty-five (35) hours per work week for all employees who are in the above divisions with the exception of sanitation employees. Traffic maintenance workers, animal control workers and police maintenance workers shall also be assigned to the same work week. The finish-and-go-home schedule, as presently maintained and implemented, shall be continued for sanitation employees.

B. The work week for Divisions of Water and Sewerage shall consist of thirty-five (35) hours per week, except Hydrant & Valve Inspectors who will work thirty-seven and one-half (37-1/2) hours per week and shift operators who shall work a rotating forty (40) hour week.

C. Present lunch periods will continue during the life of this Agreement.

D. Except as otherwise agreed upon, new hires and current employees who are promoted to a position covered by this Agreement may be assigned an alternative work schedule of five (5) consecutive days which may include Saturday and Sunday. When the City posts a vacancy for a promotion, the posting shall state whether the position requires weekend work. Reasonable notice of

the alternative work schedule shall be provided the affected employees if the alternative work schedule is not implemented at the time of the initial employment or promotion. Transfers to the same position in another department or division shall not be deemed a promotion within the meaning of this section of the Agreement.

## ARTICLE VII

### SENIORITY

A newly appointed employee shall be considered probationary and without seniority. Seniority is defined as an employee's length of service with the City Administration beginning with the employee's date of hire. Upon completion of the probationary period, seniority shall revert to date of hire and accumulate until there is a break in service.

An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job. Job classification seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off. Absence without leave for five (5) days or failure to return from any leave of absence shall be considered a resignation. A laid off employee who is reinstated within a two (2) year period shall have the previous seniority reinstated from the date of original hire.

In the case where an employee is promoted but does not successfully complete a thirty (30) day probationary period, the employee may return to the previous job classification. The employee's seniority and job classification seniority will continue to accumulate during such period.

## ARTICLE VIII

### OVERTIME

Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:

- A. Weekly - all work performed in excess of the daily work week.
- B. All work performed on the sixth (6th) workday of any work week. Sick time and vacation will be construed as days worked.
- C. All work performed on a holiday shall be paid at time and one-half (1-1/2) plus the holiday pay.
- D. For employees in continuous operations, all work performed on days scheduled as non-working days on the work schedule.
- E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for the purpose of computing overtime.
- F. All work performed on the seventh (7th) consecutive workday shall be paid at the rate of time and one half (1-1/2). Employees absent due to excused sick, vacation or a holiday will have this time credited as time worked.

G. Time and one half (1-1/2) will be paid for all work performed on Sunday for the purpose of emergency snow removal or any other emergency declared by the Mayor.

An employee who is working on a recognized holiday pursuant to this Agreement, who is sent home and is then recalled, shall be paid at the rate of double time for the time worked after having been recalled, which time falls on a recognized holiday.

Overtime shall be computed based on the hourly rate of the employee's classification or at the rate they are being paid at the time of the overtime computation.

Separate overtime checks shall be issued by the City to employees who have worked twenty (20) or more hours of overtime in a pay period.

Overtime opportunities will be distributed as equally as possible on a rotating basis among employees in the same job classification, division and shift. It is understood that nothing in this clause shall requirement payment for overtime hours not worked.

Overtime lists according to seniority shall be placed in each division and a system distribution shall be worked out with each Supervisor in charge. A separate overtime list for snow duty shall similarly be maintained and implemented.

When an employee works four (4) accumulated hours of scheduled or unscheduled overtime in all Divisions, meal money shall be provided in the amount of six and 50/100 (\$6.50).

Road employees who are required to work in place of a sanitation employee who is working on a finish-and-go home schedule shall also work on a finish-and-go-home schedule. If the road employee is required to return to work in the Road Division after the employee is finished working in the Sanitation Division, the employee shall be paid overtime at the rate of time and one-half (1-1/2).



**ARTICLE IX**

**CALL BACK PAY**

Any employee who is requested and returns to work during periods other than regularly scheduled shift, shall be guaranteed three (3) hours pay which will be paid at time and one half (1-1/2) their regular rate of pay regardless of the number of hours actually worked; provided, however, if the employee elects to leave upon completion of assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of three (3) hours at the overtime rate.

Call in prior to scheduled work periods shall be considered "call back" time regardless of whether the work assignment overlaps with regularly scheduled shift.

**ARTICLE X**

**HOLIDAYS**

The following days are designated as paid holidays by the City:

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

When a holiday falls on a Saturday, the Friday before shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

It is understood and agreed that any day designated by the Mayor as a holiday for City employees, in addition to those provided above, shall be given to the employees covered by this Agreement.

If an individual is scheduled for work on a holiday and fails to report, not having given three (3) days notice in advance of the holiday, the employee shall receive no holiday pay. When holidays are celebrated on either a Friday or Saturday, the employee must work their scheduled shift before such holidays or be subject to discipline for absenteeism. When holidays are celebrated on Monday, the employee must work their first scheduled shift following such holidays. When holidays are celebrated on other days, the employee must work their last scheduled shift before and their first scheduled shift following such holidays.

An employee who fails to meet the above stated qualifications shall receive no holiday pay. If an employee is absent because of illness, they must provide a doctor's certificate. Other reasonable causes for absenteeism or incomplete shifts on the aforementioned qualifying days will be considered on the basis of written excuses presented on return to work to the Director.

**ARTICLE XI**

**VACATIONS**

A. Employees covered by this Agreement shall be entitled to an annual paid vacation to be taken in accordance with Division regulations, in accordance with the following schedule:

YEARS OF FULL TIME EMPLOYMENT WITH THE CITY	VACATION DAYS
1st year of employment	One (1) working day per month
After 1st year through five (5) years	Fourteen (14) working days
After five (5) years through ten (10) years	Seventeen (17) working days
After ten (10) years through twenty (20) years	Twenty three (23) working days
After twenty (20) years	Twenty-seven (27) working days

B. All permanent full-time employees or full-time provisional employees shall be entitled to vacation leave based on their years of continuous service. Periods of leave of absence without pay, except military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Permanent part-time employees shall receive vacation credit allowance on a proportionate or pro-rated basis.

C. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's

vacation pay. Vacation pay can be granted if requested at the time of taking of vacation.

D. Vacation allowance should be taken during the calendar year at such time as requested unless the appointing authority determines that it cannot be taken because of pressure of work. For those employees with less than ten (10) continuous full years of service with the City, vacation leave may be accumulated up to a maximum of thirty (30) days. For those employees with more than ten (10) years of continuous full time service with the City, vacation time may be accumulated up to forty (40) days. Any unused vacation may be carried forward into the next succeeding year only.

E. Any employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year, except any employee who retires after July 1 of the calendar year shall be granted full vacation coverage.

F. Whenever a permanent employee dies having earned annual vacation leave, there shall be calculated and paid to the employee's estate a sum of money equal to the compensation figured on the employee's salary rate at the time of the death.

G. Employees called back to work while on vacation receive time and one half (1/1/2) for that time.

H. Request to management for use of vacation days by all Runyon employees will be:

1. Forty-eight (48) hours notice for a request of one (1) to two (2) vacation days.
2. Twenty (20) days notice for a request of three (3) or more vacation days.

## ARTICLE XII

### GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances as hereinafter defined, the City and the Union establish this Grievance Procedure. The term "grievance" as used herein means any alleged complaint with respect to the interpretation, application or violation of any term of this Agreement. A grievance must be instituted within ten (10) working days of the occurrence of the event being grieved. Failure to act within the ten (10) working days from the occurrence of the alleged grievance shall be deemed a waiver of the grievance.

B. STEP ONE: An employee with a grievance shall first discuss it with his immediate supervisor or foreman, with the purpose in mind of resolving the matter informally.

C. STEP TWO: If the grievant is not satisfied with the disposition of the grievance at STEP ONE or if no decision has been rendered within two (2) working days thereafter, the grievance shall be reduced to writing and submitted to the Division Superintendent who will arrange a meeting with the employee and the Local Union Steward not later than five (5) working days after receipt of the written grievance to attempt to resolve the grievance. If no decision is rendered or no meeting is called by the Division Superintendent within five (5) days, then the grievance shall be deemed to be waived to the next step.

D. STEP THREE: If the grievant is not satisfied with the disposition of the grievance at STEP TWO or if no decision has been rendered within five (5) working days after the time limit allowed for STEP TWO, then the grievance shall be submitted to the Division Head who will arrange a meeting with the employee, the Local Union Steward, and the Chief Steward not later than five (5) working days after receipt of the written grievance to attempt to resolve the grievance. If no decision is rendered or no meeting is called by the Division Head, then the grievance shall be waived to the next step.

E. STEP FOUR: The Business Administrator shall arrange a meeting at a mutually agreeable time and place not later than ten (10) working days after receipt of written grievance. The aggrieved party, the Chief Steward, the Local Union President and the Counsel for the Union shall be entitled to be present at the meeting. The Business Administrator will give a written answer to the grievance of the employee and the Union within ten (10) working days after the meeting, or within such additional period of time that may be mutually agreed upon.

F. STEP FIVE: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request arbitration.



## ARBITRATION

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall issue a decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

When the binding arbitration has been made public, it shall be presented to the City Council.

## ARTICLE XIII

### WORK UNIFORMS AND ALLOWANCES

Each employee covered by this Agreement shall receive a six hundred fifty dollar (\$650.00) clothing allowance per year. If the employee's service is less than a full year, the monies will be on a pro-rated basis. Effective January 1, 2006, each employee covered by this Agreement shall receive an eight hundred dollar (\$800.00) clothing allowance per year. If the employee's service is less than a full year, the monies will be on a pro-rated basis.

New employees will not have to wear the uniforms until their probationary period is over. At that time, new employees will be given their total clothing allowance.

The style and color of the uniforms will not be changed during the life of this Agreement. Certain employees will be permitted to wear a summer uniform which will consist, in part, of approved uniform shorts, which approval may be granted by the Division Director.

### FOUL WEATHER

The City agrees to provide one (1) set of foul weather gear at the time of initial employment. Not more than one (1) replacement foul weather gear shall be given to an employee within a reasonable period of time after such employee delivers the damaged foul weather gear to the Division Superintendent. This paragraph shall be interpreted to allow for more than one (1)

replacement of foul weather gear per year, as appears reasonable, and said interpretation shall not be abused by representatives of the City or the Union. Replacement shall be allowed in cases of reasonable wear and tear but not in cases of neglect or abuse or loss of uniform.

Uniforms must be worn. Failure to wear the uniform may result in disciplinary action.

## ARTICLE XIV

### UNION REPRESENTATIVES

Representatives of the Union, who are not employees of the City, shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized between the parties regarding employee representation. The City recognizes and shall deal with the accredited Union Stewart and/or Union President or a designee in all matters relating to grievances and interpretation of this Agreement.

A written list of the Union Officials and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any change of such Union Steward or Officials.

The City agrees to recognize a maximum of seven (7) stewards selected by the Union. A steward shall be granted a reasonable amount of time during regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Union President shall be granted a reasonable amount of time during regular work hours, without loss of pay, to present, discuss and adjust grievances with the City. Neither a steward nor a Union officer shall leave their work without first obtaining the permission of their Division Head, which permission shall not be unreasonably withheld.

During Management's orientation meeting with each new employee, the appropriate Shop Steward shall be allowed ten (10) minutes to answer any questions the employee may have about their employment or about the Union.

**ARTICLE XV**

**BULLETIN BOARDS**

A section of each bulletin board for Union information shall be provided by the City Administrator at work unit locations.

## ARTICLE XVI

### SICK LEAVE

A. Sick leave is defined to mean any absence of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of his immediate family who is seriously ill and requires the care or attention of such employee, or quarantine mandated by a local Board of Health.

B. During the remainder of the calendar year in which an employee first becomes employed, that employee will accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof. Employees beginning with their second calendar year of employment will accumulate sick leave privileges as earned on the basis of one and one quarter (1.25) day per month of service.

C. Employees shall notify their immediate supervisor before the start of their regularly scheduled shift that the employee is going on sick leave. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted when an employee is absent four (4) or more consecutive sick leave days. The City may require medical proof of illness at any time where there appears to be an abuse of sick leave.

D. Sick leave may be taken in less than full day periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered one-half (1/2) day, and an



absence from work for four (4) hours or more shall be considered as one (1) full day.

E. Sick days are credited in advance of expectation of continued employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of such time taken within the calendar year. Effective January 1, 2003, this section shall be deleted and have no legal force or effect.

F. In the event of the death of an employee, accrued sick time shall be paid to the estate of the said employee at the rate consistent with current City policy.

G. The past practice of not allowing an employee to charge sick days until they have worked at least one (1) day in a new year, regardless of the number of days the employee has accrued, shall hereby be discontinued. This clause shall in no way modify the existing policy expressed in paragraph E above which requires reimbursement in those cases where more time has been charged than has been earned. Effective January 1, 2003, this section shall be deleted and have no legal force or effect.

H. Sick Leave Incentive:

1. Any employee who has accrued at least 30 sick days at the end of the calendar year, and who has not taken any sick days in the prior calendar year, shall be entitled to 3 days pay at the current rate of pay in April of the succeeding year.
2. Any employee who has accrued at least 30 sick days at the end of the calendar year, and who took only 1 sick day in the prior calendar year, shall be entitled to 2 days pay at the current rate of pay in April of the succeeding year.
3. Any employee who has accrued at least 30 sick days at the end of the calendar year, and who took 2, 3 or 4 sick days in the prior calendar year, shall be

entitled to 1 days pay at the current rate of pay in April of the succeeding year.

4. Employees who do not have at least 30 sick days accrued at the end of a calendar year are not eligible for the incentive program.
5. Employees who took 5 or more sick days in the prior calendar year are not eligible for the incentive program.

## ARTICLE XVII

### LEAVE OF ABSENCE

Any employee covered by this Agreement may take a leave of absence without pay from City duties, if recommendation is given by the Division Head and approval is granted by the Business Administrator. The leave of absence shall not exceed six (6) months within one (1) calendar year, and during the period of leave, the City shall be under no obligation to pay for the benefits provided for in this Agreement. An employee must be given a leave of absence without pay when requested without using accumulated sick and vacation time first. The date by which time the employee shall be eligible to earn an increment shall be adjusted by the number of days of the leave.

## ARTICLE XVIII

### INJURY LEAVE

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period of ninety (90) calendar days. Any payments received by the employee attributable to Workmen's Compensation during the period of said injury leave shall be deducted from the employee's salary payable by the City. After ninety (90) calendar days, the City will no longer be obligated to pay out any supplement to Workmen's Compensation.

For so long a period as the employee continues to collect Workmen's Compensation Insurance, the employee shall remain on injury leave status, and during said period, no charge shall be made against other leave to which employee would otherwise be entitled.

## ARTICLE XIX

### MATERNITY LEAVE

All pregnant employees may apply for leave of absence without pay.

A. Such pregnant employees shall notify the Business Administrator of the fact of their pregnancy as soon as said fact becomes medically confirmed, but in no event later than the end of the fourth (4th) month of pregnancy. The employee shall also notify the Business Administrator of the anticipated date of delivery.

B. On the request for pregnancy leave, the employee shall set forth the date she wishes to commence said leave. The City expects that said pregnancy leave shall commence no later than the start of the eighth (8th) month of pregnancy, unless the employee presents an opinion from the physician in attendance stating that she is capable of continuing her employment until such time as may be certified by her physician to be safe. If the City should question the opinion rendered by the employee's physician, then the employee may be required to submit to an examination by a physician designated by the City. In the event that a difference of opinion develops between the aforementioned two (2) physicians, then those two (2) physicians shall designate a third (3rd) physician to make an examination of the employee regarding her physical capacity to continue employment.

C. A pregnancy leave shall be terminated no later than ten (10) days following the date of delivery of the child, unless the physician of the employee shall certify that a further period of recuperation is required by the employee, in which event the pregnancy leave shall be continued for such additional period of time as shall be deemed necessary by the physician in attendance of the employee, but not beyond one (1) calendar year of the delivery of the child. In no event shall an employee be permitted to return to full-time duty following a pregnancy leave, unless she produces a statement from her physician in attendance that she is physically able to return to full-time duty.

## ARTICLE XX

### BEREAVEMENT LEAVE

A. All employees covered by this Agreement shall be entitled to five (5) working days leave without loss of pay when a death occurs in the employee's immediate family. For the purpose of this Article, the term "immediate family" is defined to mean husband, wife, child, parent, brother or sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, or any other relative living in the household of the employee.

B. All employees covered by this Agreement shall be entitled to one (1) day leave without loss of pay to attend the funeral of anyone in the non-immediate family. For the purpose of this Article, the term "non-immediate family" is defined to mean aunt, uncle, niece or nephew, brother-in-law or sister-in-law.

C. Any leave taken in excess of the allowance provided above shall be charged to the employee's vacation leave.

## ARTICLE XXI

### JURY LEAVE

Any employee covered by this Agreement who is required to serve on a jury shall be paid their regular City salary and the payments received as a juror. It is understood that the above clause shall not apply to jury leave which is undertaken on a voluntary basis by an employee, it being understood that acceptance by an employee of REQUIRED jury duty shall not be deemed as voluntary. It is further understood that this clause shall apply to the usual two (2) week petit jury term and the usual grand jury term. If, however, an employee is required to remain after the prescribed period of service, they shall be paid therefor in accordance with the other terms hereof.



**ARTICLE XXII**

**MILITARY LEAVE**

Any full-time employee covered by this Agreement who is a member of the United States Reserves or a State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State law. The employee shall be paid the difference between their regular City salary and their military pay, if the military pay is less than their regular gross City pay for the period of military leave. Taking of military leave shall not reduce any other leave earned by the employee.

The provisions of this Article shall not apply to any employee who is drafted into or volunteers for service in the Armed Services of the United States.

**ARTICLE XXIII**

**CONVENTION LEAVE**

Any employee of the City who is a duly authorized delegate of the local Union may apply for a leave of absence with pay to attend the Education Conferences, Council Assembly or International Convention. Said leave of absences shall not exceed five (5) days for any employee, nor shall the number of people so authorized exceed three (3) in number. The City shall approve the application for leave of absence submitted by said duly authorized delegate, so long as the efficient operation of the City permits. Proof of attendance by the employee at the convention shall, upon request, be submitted by the employee to the City.

## ARTICLE XXIV

### LONGEVITY

Employees covered by this Agreement shall receive, in addition to the salary provided in Appendix A attached hereto and in accordance with the following schedule, longevity as follows:

YEARS OF SERVICE	LONGEVITY AMOUNT
Five (5) years of service	Two percent (2%) of salary
Ten (10) years of service	Three and three-fourth percent (3-3/4%) of salary
Fifteen (15) years of service	Five and one half percent (5-1/2%) of salary
Twenty (20) years of service	Seven and one-fourth (7-1/4%) of salary
Twenty-five (25) years of service	Nine percent (9%) of salary
Twenty Nine (29) years of service	Fourteen and one-fourth percent (14-1/4%) of salary

For the purpose of determining longevity, an employee covered by this Agreement shall be eligible for a longevity payment commencing with the first full pay period following their anniversary date of their first five (5) years of employment and for the completion of each additional five (5) years; except that following twenty-five (25) years of service, the next step increment of Longevity shall be earned after four (4) additional years or twenty nine (29) years of service. Years of service for purpose of longevity pay shall be computed to original date of employment, need not be continuous or consecutive, but calculated

on total years in full pay status. Years of service will be computed on the basis of full time employment only.

**ARTICLE XXV**

**PERSONAL DAYS**

All employees covered under this Agreement shall be entitled to two (2) days a year leave of absence with pay for personal business.

No personal days can be accumulated.

Personal days shall not be taken in conjunction with vacation or sick leave and notification and request for personal days must be made twenty-four (24) hours in advance of taking them.

**ARTICLE XXVI**

**SALARIES**

All employees covered by this collective bargaining agreement shall have their salaries unchanged, effective January 1, 2009 as they were effective February 1, 2008.

All employees covered by this collective bargaining agreement shall have their salaries increased by one percent (1.0%), effective January 1, 2010. This salary increase shall be based on their December 31, 2009 base salary.

Adjustment in pay due to promotion shall not be used in any way to reduce the amount of the across-the-board salary increase.

Any person presently on a special re-employment list for a covered title or any covered employee employed as of March 11, 1998 who may be affected by a lay-off action shall upon rehire be returned under the four (4) year four-step salary guide.

## ARTICLE XXVII

### HEALTH AND LIFE INSURANCE BENEFITS

SECTION 1 The City will provide life insurance on the life of each employee covered by this Agreement in the amount of five thousand dollars (\$5,000.00) for those employees under 65, two thousand dollars (\$2,000.00) for those employees over 65, and one thousand dollars (\$1,000.00) for retired employees. In addition, the City will provide accidental death and dismemberment insurance in the amount of at least two thousand dollars (\$2,000.00) on the life of each employee covered by this Agreement.

SECTION 2. The current medical health benefit plan shall be replaced by the City of Perth Amboy Premier Flex Plan, a copy of which is annexed hereto as Addendum A.

SECTION 3. The rate schedule upon which payments are based shall be applied to the standard dental plan, and dental coverage shall be two thousand dollars (\$2,000.00).

SECTION 4. The Employer shall pay an amount not to exceed two thousand dollars (\$2,000.00) for orthodontia to all covered employees.

SECTION 5. Effective, 1 October 2009 the following changes shall be made to the group employee health insurance plan of the City affecting all employees:

- a. Doctor's visit co-payments shall be \$10.00 per visit in stead of \$5.00 per visit.
- b. Emergency Room visits without admittance shall be \$50.00 per visit in stead of \$25.00 per visit. As is currently the case, co-payment shall not be assessed for emergency room visits resulting in a hospital admission. All other extant terms and conditions shall remain the same.
- c. Out of network benefits:
  1. Increase deductible:  
From \$100 to \$200 for individuals

From \$200 to \$400 for families  
2, Increase maximum out of pocket co-payment benefit:  
From \$400 to \$800 for individual  
From \$800 to \$1600 for families

d. Prescription Insurance - Change the following co-payments:

	From	To
Generic	10%	5%
Brand Name	10%	15%
Brand Name (Mail Order)	10%	10%
Special Conditions*	10%	10%

\*This provision would include those cases where generic cannot replace brand name as a matter of medical necessity. The employee must apply to the City and supply a doctor's note certifying the medical necessity of the non-generic form of the drug or the inability to provide the drug on a mail order (90 day supply).



## ARTICLE XXVIII

### RETIREMENT BENEFITS

SECTION 1. The City agrees to continue to provide retirement benefits in accordance with the applicable law under the Public Employees Retirement System (PERS).

SECTION 2. Upon retirement, an employee will be paid for one (1) of every two (2) sick days that he/she has accumulated with a ceiling of two hundred (200) sick days paid upon retirement.

SECTION 3. Health Insurance at Retirement

#### a. DEFINITIONS

**Health Insurance Coverage** means the group health and hospital insurance coverage provided by the City of Perth Amboy at the time of the eligible employee's retirement and thereafter under the terms of the collective bargaining agreement with the employee organization that represented the retiring employee's job title. It includes surviving spouse and any eligible dependent(s) for whom coverage was provided at the time of retirement to the extent provided for in the controlling insurance contract in effect at the time. Any changes in insurance plans, benefit levels and/or employee contributions that occur during retirement will be applicable to and binding upon the eligible retiree and dependent(s).

**Eligible Retiree** for purposes of this provision is an individual

who was employed full time by the City of Perth Amboy on or before July 1, 2008, and continuously thereafter, who retires:

1. On a State accidental disability pension as a result of an on-the-job injury while performing services for the City of Perth Amboy; or
2. After 25 years or more of pensionable service under the New Jersey State Pension System; or
3. With at least 15 years of employment service in the City of Perth Amboy and reached the age of 62 years or older.

b. Pursuant to N.J.S.A. 40A:10-23, the City will assume the partial or full premium cost (depending on the practice for full time active employees) of the controlling group health and hospital insurance coverage for employees, spouse and eligible dependent(s), who retire and satisfy the following conditions:

1. The employee commenced full-time employment for the City of Perth Amboy prior to July 1, 2008, and remained continuously employed (as determined by the Civil Service Commission) full-time by the City through the date of qualifying retirement under a State of New Jersey administered retirement plan; and

(a) The employee retired:

- i. On a State accidental disability pension as a result of an on-the-job injury sustained while performing services for the City of Perth Amboy; or
- ii. After 25 years or more of pensionable service under the New Jersey State Pension System; or
- iii. With at least 15 years of pensionable employment service in the City of Perth Amboy and reached the age of 62 years or older.

2. The level of insurance will be the prevailing group coverage that is in effect for the employee organization that represented the retiring employee's job title and the qualifying retiree, and his or her spouse and dependents, will be subject to and responsible for any employee contributions, deductibles and/or co-pays in effect from and throughout retirement.

#### c. MEDICARE

Upon reaching retirement and age 65, Medicare shall become primary health and hospital insurance coverage for employee and applicable dependent(s).

## ARTICLE XXIX

### SAFETY AND HEALTH COMMITTEE

The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with wearing apparel, tools, or devices deemed necessary in order to insure their safety and health. When such materials are issued, they shall be used.

The Employer and the Union shall appoint a Safety Committee of five (5) persons. No more than two (2) members of the local Union shall be members of the Safety Committee. It shall be the joint responsibility of the members to investigate and correct unsafe and unhealthful conditions. The members shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The Safety Committee members representing the Union, with the approval of the Employer, shall be allowed reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

If an emergency meeting is necessary, said meeting shall be held within seven (7) calendar days from time requested by either party. Any investigation of accidents or proposals to prevent accidents shall be coordinated between the Safety and Health Committee and the Accident Review Board.

**ARTICLE XXX**

**PROBATION**

All newly hired employees shall be subject to a three (3) month probationary period. The purpose of said probationary period is to enable the City to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The decision of the City regarding the termination of probationary employees shall not be subject to the Grievance Procedure.

## ARTICLE XXXI

### RULES AND REGULATIONS

Section A. The City may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. Copies of all such rules shall be distributed to the Union President.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established (N.J.S.A. 34:13A-5.3).

#### Section B. Residency Waiver

The City shall adopt an ordinance establishing the following:

Employees who have been required to be "bona fide" residents of the City of Perth Amboy under Article 4-132 or any other similar ordinance of the City shall be permitted to reside outside the City limits after completing more than ten (10) full years of City residency and employment.

Residency outside of City boundaries shall not be a basis for bias in favor of City residents over their non-city resident coworker in areas as such as overtime call-in, lateral title changes or promotional opportunities.

ARTICLE XXXII

OUT OF TITLE WORK

Any employee who, when authorized by an immediate supervisor, perform work in a higher paid classification other than their own for at least four (4) hours or more shall be paid at the rate of the higher classification for the actual hours worked.

**ARTICLE XXXIII**

**STAND-BY-PAY**

Employees of the Smith Street Water Division shall be paid three and 85/100 dollars (\$3.85) an hour when on stand-by and, effective January 1, 2006, four and 35/100 dollars (\$4.35) an hour when on standby. If an employee on stand-by calls in sick, they shall not be paid for stand-by from the time they call in sick through the end of the stand-by shift. Stand-by pay shall, however, be paid until the time the employee calls in sick.



**ARTICLE XXXIV**

**REST PERIODS**

Employees within this bargaining unit may take a rest period of not more than fifteen (15) minutes for each one-half (1/2) day of work at times scheduled by the immediate supervisor. A REST PERIOD MAY NOT BE USED TO COVER AN EMPLOYEE'S LATE ARRIVAL TO WORK OR EARLY DISMISSAL, NOR MAY IT BE REGARDED AS ACCUMULATIVE IF NOT TAKEN.

## ARTICLE XXV

### ACCESS TO PERSONNEL FILES

Employees shall, within five (5) working days of a written request to the Personnel Department, have an opportunity to review their personal folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation, or any evaluation of their work performance or conduct prepared by the City during the term of this Agreement. The personnel files maintained in the City Personnel Office in City Hall shall be the official personnel file.

They shall be allowed to place in such a file a response of reasonable length to anything contained therein.

Each regular written evaluation of work shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

**ARTICLE XXXVI**

**LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union, having recognized that cooperation between the management and labor is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor-Management Committee.

The Labor-Management Committee shall consider and recommend to the Administration changes in the working conditions. The Committee shall not consider items being grieved.

The Labor-Management Committee shall consist of eight (8) members. The Union representative shall be the four (4) ranking officers of the local Union. The administration shall designate four (4) members.

The Committee shall meet at the request of any of the parties within ten (10) days of notification of such meeting. An agenda of the meeting shall be submitted by the party calling for the meeting to the other party no later than five (5) days before scheduled meeting.

**ARTICLE XXXVII**

**DISCIPLINE AND DISCHARGE**

An employee may be disciplined or discharged for just cause. Any employee shall have the opportunity to be represented by the Union when advised of disciplinary or discharge action being taken against such employee.

A copy of all disciplinary actions shall be sent to the Union President.

## ARTICLE XXXVIII

### JOB POSTING

Existing or planned job vacancies will be posted on the bulletin boards. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedure to be followed by employees interested in making application. Said applications must be made within ten (10) working days of posting. A copy of the posting will be given to the Union President.

Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

If two (2) or more equally qualified employees apply for the position, seniority shall be the determining factor.

**ARTICLE XXXIX**

**FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE XL**

**SAVINGS CLAUSE**

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XLI

PAY PERIOD

Employees covered by this Agreement shall be paid every two (2) weeks.



**ARTICLE XLIII**

**GASOLINE ALLOWANCE**

Employees covered by this Agreement working at Runyon shall receive ten (10) gallons of gasoline per week. Said allocations shall continue to be based on existing policy, except that the allocation shall be calculated on the basis of an allowance of two (2) gallons per day worked during the week. For the purpose of this Article, a week shall begin at 12:01 a.m. Monday morning and shall end at 11:59 p.m. the succeeding Sunday night, prevailing time.

**ARTICLE XLIII**

**PRESCRIPTION EYEGLASSES ALLOWANCE**

Employees shall be entitled to an annual one hundred fifty dollars (\$150.00) prescription eyeglass allowance per person and an aggregate limit of five hundred dollars (\$500.00) per family per year upon receipt of proof of payment of a new or replacement set of prescription eyeglasses (not sunglasses) for the employee during the year in question. Coverage shall include prescription eyeglasses and/or eye examinations by an optometrist or ophthalmologist.

## ARTICLE XLIV

### MANDATORY RANDOM AND REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

A. A Mandatory Random and Reasonable Suspicion Drug and Alcohol Testing Program shall be implemented in the same manner as the City's existing CDL program. Random testing shall be provided on a quarterly basis with seven (7) primary and seven (7) substitute employees selected randomly. The date for the test shall be determined by the Employer. A union official may be present during the testing procedures.

The covered employees must provide written consent on a form provided by the City.

The penalty for testing positive on any random or reasonable suspicion drug test shall be immediate dismissal.

A positive random or reasonable suspicion alcohol test of .08 percent or greater shall be considered intoxication. The penalty for a positive test of .08 percent or greater while on duty:

First offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand, and may include up to a three (3) day suspension without pay.

Second offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a three (3) day

and up to a ten (10) day suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

Third offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a forty-five (45) day suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program. Such disciplinary action may also include dismissal.

Fourth offense - The employee shall be immediately removed from duty and dismissed.

A positive alcohol test of .02 to .0799 percent while on-duty:

First offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand, and may include up to a one (1) day suspension without pay.

Second offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a one (1) day to five (5) days suspension without pay and the requirement that the employee shall submit proof of participation and

successful completion in an approved alcohol rehabilitation program.

Third offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a thirty (30) days suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program. Such action may also include dismissal.

Fourth Offense - The employee shall be immediately removed from duty and dismissed.

Failure to successfully complete the required rehabilitation program shall result in additional disciplinary action. Such action may include dismissal.

Refusal to submit to a test as required without a valid medical examination shall subject the individual to immediate dismissal.

B. An employee who has no remaining sick, personal or vacation time may request payment for future vacation time instead of time off, upon successfully completing a prescribed course of treatment at a recognized substance abuse treatment facility, and providing evidence of such satisfactory completion by submitting a note from said facility which is signed by the treatment physician to the Personnel Office.

An employee may only request this one time.

ARTICLE XLV

TERMINATION

This Agreement shall be effective from January 1, 2009 until June 30, 2010.

It can automatically be renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to June 30, 2010 that it desires to modify this Agreement. In the event that such a notice is given, negotiations shall begin not later than sixty (60) days prior to December 31, 2008. Notwithstanding the above, the City commits to commence negotiations on a successor contract during the month of January 2010.

IN WITNESS THEREOF, the parties hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

CITY OF PERTH AMBOY

Elaine M. Jasko  
Elaine M. Jasko  
City Clerk

By: Wilda Diaz  
Wilda Diaz,  
Mayor

ATTEST:

PERTH AMBOY BLUE COLLAR  
UNION, LOCAL 1

Joel Nemelt III  
Secretary

By: [Signature]  
President

APPROVED:

J. D. Feigenbaum  
J. D. Feigenbaum, Business Administrator

[Signature]