

AGREEMENT

BETWEEN

CITY OF PERTH AMBOY

**A MUNICIPAL CORPORATION
OF THE STATE OF NEW JERSEY**

AND

**WHITE COLLAR SUPERVISORS,
AND
BLUE COLLAR SUPERVISORS**

LOCAL 32, OPEIU, AFL-CIO

JANUARY 1, 2019 TO DECEMBER 31, 2022

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PREAMBLE

This Agreement, effective and retroactive to January 1, 2019 and expiring December 31, 2022, 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" and White Collar Supervisors and Blue Collar Supervisors of Local 32, Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union", represents the complete and final understanding on all bargaining 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 1

RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission, Docket Numbers. RO-501 and RO-598, the City recognizes the Union as the exclusive collective negotiations agent for all white collar supervisors, blue collar employees employed by the Department of Municipal Utilities and Department of Public Works, Department of Code Enforcement, including the following titles, but excluding all other:

Blue Collar Supervisors:

- Maintenance Supervisor Ground
- Marina Supervisor
- Road Repair Supervisor
- Sanitation Supervisor
- Supervisor Buildings & Grounds
- Supervising Mechanic
- Supervisor Traffic Maintenance

White Collar Supervisor:

- Administrative Clerk-Police
- Chief Clerk
- Deputy Registrar
- Collection Representative
- Parking Enforcement Officer Supervisor
- Registrar
- Supervising Accountant
- Supervisor Public Safety Tele-Communicator
- Supervisor - Senior Citizen's Activities
- Technical Assistant Construction Official
- Supervising Library Assistant

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

ARTICLE 2

MANAGEMENT RIGHTS

The Blue Collar Supervisors and White Collar Supervisors of Local 32, OPEIU, AFL-CIO, recognize 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 3

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 an employee from a position, or stoppage of work or absence in whole or 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 in 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 4

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 by this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employees covered under this Agreement, who are not members of the local union.

ARTICLE 5

DUES CHECK-OFF/AGENCY SHOP PROVISION

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 deduction 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 identify, 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 representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be in continuous employment.

The Union shall identify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reasons 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 6

HOURS OF WORK

A. The work week for the Department of Public Works, Division of Buildings and Grounds, Division of Code Enforcement and the Division of Electrical Bureau shall consist of five consecutive days, Monday through Friday, a total of thirty-five hours (35) per work week for all employees who are in the above departments with the exception of sanitation supervisors. 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 supervisors.

B. Reserved

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

D. Hours of work - (White Collar): Five consecutive days, totaling thirty-five (35) hours per work week, excluding one (1) hour for lunch.

ARTICLE 7

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 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 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 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) days probationary period, the employee may return to the previous job classification. The employee's seniority and job classification will continue to accumulate during such period.

ARTICLE 8

OVERTIME

Time and one half (1½) the employee's regular rate of pay shall be paid for work under any of the following conditions:

A. All work performed in excess of thirty-five (35) hour per week.

B. Vacation, sick, personal and holiday leave shall be considered the equivalent of work time for the purpose of calculating overtime.

C. All work performed in excess of the daily work week can either be paid by overtime or compensatory time which is at the option of the employer. Earned compensatory time shall be taken within thirty (30) days of earning same and shall not be accumulated beyond said period.

D. All work performed on a holiday shall be paid at time and one-half in addition to payment for the holiday. Blue Collar Supervisors effective January 1, 2020: All work performed in excess of twelve (12) consecutive hours will be paid at a double time rate.

E. Overtime shall be computed based on hourly rate the employee is being paid at the time of the overtime computation.

F. When an employee works four (4) accumulated hours of scheduled or unscheduled overtime in any department, meal money shall be provided in the amount of six and 50/100 dollars (\$6.50) for each four (4) hour period. This shall be paid semi-monthly along with regular and overtime payroll payment.

G. Employees not regularly scheduled to work on a weekend, all work performed on a Saturday or Sunday in excess of thirty-five (35) hours per week shall be paid at the rate of one and one-half (1½) times their rate of regular pay.

ARTICLE 9

CALL BACK PAY

A. Any employee who is requested and returns to work during periods of other than regularly scheduled shift, shall be guaranteed two (2) hours pay which will be paid at time and one half (1½) 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 two (2) hours at the overtime rate.

B. 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 10

HOLIDAYS

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

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Christmas	July 4 th
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving

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

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 following such holidays.

If an employee is absent because of illness, a doctor's certificates must be provided. 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 11

VACATIONS

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

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

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

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 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 time 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 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 calendar year shall be granted full vacation coverage.

F. In case of death of employee, the Vacation Pay shall be paid to the beneficiary on file. If no beneficiary on file it goes to the employee's estate.

G. Whenever a permanent employee dies, having earned annual vacation leave, there shall be calculated and paid up 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.

H. Employees called back to work while on vacation shall receive time and one-half (1½) for that time.

I. An employee may sell back to the City unused accumulated vacation time in excess of five (5) days at 70% of the employees present rate of pay so long as the City determines that there are sufficient funds and a willingness to do so. (The calculation would be: employee's hourly wage rate X the number of vacation hours the employees seeks and the City agrees to pay x 0.70.)

ARTICLE 12

GRIEVANCE PROCEDURE/ARBITRATION

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 superintendent, 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 Department of Superintendent who will arrange a meeting with the employee and the Local Representative 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 meetings is called by the Department Superintendent within five (5) working 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 Department Head who will arrange a meeting with the employee, the Local Representative and Local 32 Representative 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 Department 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 Local 32 Representative and the Union Representative 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 shall be born 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, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The arbitrators 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 13

UNION REPRESENTATIVE

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

A written list of the Representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Representative.

The City agrees to recognize a maximum of two (2) Representatives selected by the Union. A Representative shall be granted a reasonable amount of time during regular work hours not to exceed one (1) hour, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Representative shall be granted a reasonable amount of time during regular work hours, without loss of pay, to present, discuss and adjust grievance with the City. No Representative shall leave their work without first obtaining the permission of their Department Director, which permission shall not be unreasonable withheld. Violation of this paragraph by any Representative may result in disciplinary action.

ARTICLE 14

WORK UNIFORMS AND ALLOWANCES

A. Each Blue-Collar Supervisor employee covered by this Agreement shall receive an eight hundred dollars (\$800.00) clothing allowance. If the employee's service is less than one (1) full year the monies will be on a pro-rated basis.

B. New employees will not have to wear the uniforms until their probationary period is over. At that time, new employees will be given the same benefits as in Section A. above.

C. The style and color of the uniforms will not be changed during the life of this Contract.

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 after he delivers the damaged foul weather gear to the Department Superintendent. This paragraph shall be interpreted to allow for more than one 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.

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

ARTICLE 15

SICK LEAVE

A. Sick leave is defined to mean any absence of an employee because of illness, accident or exposure to contagious disease, or quarantine mandated by a Local Board of Health.

B. For employees hired before the execution of this Agreement, 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, shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year.

C. For employees hired after the execution of this Agreement, 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-half ($\frac{1}{2}$) day per month of service or major fraction thereof. Employees beginning with their second calendar year of employment shall be entitled to twelve (12) days sick leave each calendar year on a cumulative basis. The leave is credited in advance at the beginning of the year.

D. An employee 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 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 there appears to be an abuse of sick leave.

E. 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 ($\frac{1}{2}$) day, and an absence from work for four (4) hours or more shall be considered as one (1) full day.

F. 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.

G. 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.

H. The past practice of not allowing an employee to charge sick days until they have worked at least one 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 F. above which requires reimbursement in those cases where more time has been charged than has been earned. Employees who have used all their sick leave at the close of the prior year shall have sick leave posted to their account at the rate of 1.25 days for the completion of each month.

I. The City shall work with the union to place a voluntary disability insurance program with a private carrier. All premiums shall be fully paid by the employee through payroll deductions.

J. 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 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 3 or more sick days in the prior calendar year are not eligible for the incentive program.

ARTICLE 16

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 Department Director, 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 said leave, the City shall be under no obligation to pay for the benefits provided for in this Agreement. An employee may 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 17

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 not to exceed seven (7) 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 seven (7) calendar days, the City will no longer be obligated to pay out any supplement to Workmen's Compensation.

This preceding provision shall be effective upon either conditional or absolute agreement to the same change by either AFSCME Local 2270 of council 73 or Teamsters Local 97, whichever occurs first.

For so long a period as the employee continues to collect Workers' 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 18

MATERNITY LEAVE

All employees shall be entitled to family and medical leave consistent with state law, 34:118-1 et seq., and federal law, 292601, et seq. which shall, to the extent permissible by law, run concurrently with applicable paid sick, personal, vacation and/or other paid leave.

ARTICLE 19

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, 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 20

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 payment 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 therefore in accordance with the other terms hereof.

ARTICLE 21

MILITARY LEAVE

Any full-time employee covered by this Agreement who is a member of the Reserves of the United States Military 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 a period of military leave. Taking of military leave shall not reduce any other leave earned by the employee.

The provision 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 22

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 Assemblies, or International Convention. Said leave of absence shall not exceed five (5) days for any employees, nor shall the number of people so authorized exceed two (2) 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. The total number of working days to be used by all employees shall not exceed fifteen (15) days in any calendar year.

ARTICLE 23

LONGEVITY

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

YEARS OF SERVICE

Five (5) years of service	Two percent (2%) of salary
Ten (10) years of service	Three and three-fourths percent (3-3/4%) of salary
Fifteen (15) years of service	Five and one-half percent (5-1/2%) of salary
Nineteen (19) years of service	Seven and one-fourth percent (7-1/4%) of salary
Twenty-four (24) years of service	Nine percent (9%) of salary
Twenty-nine (29) years of service	Fourteen and one-fourth percent (14-1/4%)*

*This level only applies to employees with at least 15 years of continuous service to the City as of January 1 2011

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. 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 because of full time employment only. The requirement for continuous and consecutive service does not apply to a situation where a full-time employee is laid off through no fault of his/her own, and then is rehired. In such circumstance, the employee's service will be deemed continuous and consecutive, but he/she will not be given credit for the period of the layoff.

ARTICLE 24

PERSONAL DAYS

- A. All employees covered under this Agreement shall be entitled to two (2) days a year leave of absence with pay for personal business.
- B. No personal days can be accumulated.
- C. 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.
- D. Personal days may be taken in a one-half day increment.

ARTICLE 25

SALARIES

Attached Appendix A and B

ARTICLE 26

HEALTH AND LIFE INSURANCE BENEFITS

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

B. The City reserves the right to change insurance or Plans carriers so long as substantially similar or better benefits, on balance, are provided by any carrier of Plan.

C. Effective March 11, 1998, the parties agree that the current medical health benefit program shall be replaced by the City of Perth Amboy Flex Plan as annexed hereto as Addendum C.

1. The following changes shall be made to the group employee health program shall be replaced by the City affecting all employees:
 - a. Doctor's visit co-payments shall be \$10.00 per visit instead of \$ 5.00 per visit.
 - b. Emergency Room admittance shall be \$50.00 per admittance instead of \$25.00 per admittance. As is currently the case, copayment shall not be assessed for emergency room visits resulting in a hospital admission. All other extant terms and conditions shall remain the same.
2. Out of network benefits:
 - a. Increase deductible
 - I. From \$100 to \$200 for individuals
 - II. From \$200 to \$400 for families
 - b. Increase maximum out of pocket co-payment benefit
 - I. From \$400 to \$800 for individual

II. From \$800 to \$1600 for families

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

	From	To
a. Generic	10%	5%
b. Brand Name	10%	15%
c. Brand Name (mail Order)	10%	10%
d. Special Conditions*	10%	10%

Section D. Effective, January 1, 2013,

e. Doctor's visit co-payments shall remain \$10.00 per visit.

f. Emergency Room admittance shall be \$ 50.00 per admittance. As is currently the case, copayment shall not be assessed for emergency room visits resulting in a hospital admission. All other extant terms and conditions shall remain the same.

4. Out of network benefits:

a. Increase deductible

- i. From \$200 to \$400 for individuals**
- ii. From \$400 to \$800 for families**

b. Increase maximum out of pocket co-payment benefit

- i. From \$800 to \$1600 for individual**
- ii. From \$1600 to \$3200 for families**

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

	From	To
a. Generic	5%	5%
b. Brand Name	15%	20%
c. Brand Name (Mail Order)	10%	15%
d. Special Conditions*	10%	15%

*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).

Section D. Dental coverage maximum annual benefit shall be \$2,000.00 and payment for braces under both existing plans offered by the City shall be \$2,000.00.

ARTICLE 27

RETIREMENT BENEFITS

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

Section B. 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 for upon retirement.

Section C. Health Insurance at Retirement

1. 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 which 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:

- a. 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
- b. After 25 years or more of pensionable service under the New Jersey State Pension System; or
- c. With at least 15 years of employment service in the City of Perth Amboy and reached the age of 62 years or older.

2. 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 :

a. 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

b. The employee retired:

ii. 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.

c. 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.

3. Medicare

Upon reaching retirement and age 65, Medicare shall become primary health and hospital insurance coverage for retirees and applicable dependent(s). The City of Perth Amboy Health Plan will provide secondary coverage to Medicare for eligible City of Perth Amboy retirees over age 65 and eligible dependent(s).

ARTICLE 28

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 ensure 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 the conditions in general and to make recommendations to either or both parties when appropriate. The Safety Committee 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 29

RULES AND REGULATION

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

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

Section C. The City shall adopt an ordinance established 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 30

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. Such rest periods may not be taken during the first or last hour of any employee's scheduled work day. A REST PERIOD MAY NOT BE USED TO COVER AN EMPLOYEE'S LATE ARRIVAL TO WORK OR EARLY DEPARTURE, NOR MAY IT BE REGARDED AS ACCUMULATIVE, IF NOT TAKEN.

ARTICLE 31

ACCESS TO PERSONAL FILES

An employee shall, within five (5) working days of a written request to the Personnel Department, have an opportunity to review his or her personal folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation, or any evaluation of his or her 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 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 32

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 consider and recommend to the administration changes in the working conditions. The Committee shall consist of four (4) members. The Union representative shall be the two (2) of the local union. The administration shall designate two (2) 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 33

DISCIPLINE AND DISCHARGE

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

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

ARTICLE 34

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 five (5) working days of posting. A copy of the posting will be given to the Union Representative.

Members of the bargaining unit who are applicants for opening, 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 35

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain able issues which were or could have been the subject of negotiation. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the 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 36

PRESCRIPTION EYEGASSES ALLOWANCES

Effective January 1, 2001, the vision care benefits shall be increased to provide reimbursement of up to one hundred and fifty dollars (\$150.00) per person and an aggregate limit of five hundred dollars (\$500.00) per family per year. Coverage shall include prescription eyeglasses and/or eye examinations by an optometrist or ophthalmologist.

ARTICLE 37

PAY PERIOD

Employees covered by this Agreement shall be paid semi-monthly.

ARTICLE 38

Reserved

ARTICLE 39

OUT OF TITLE WORK

Employees who, when authorized by their immediate supervisor, perform work in a high paid classification other than their own for at least four hours (4) or more shall be paid at the rate of the higher classification for the time worked in that classification. The waiting period is to be no more than four (4) hours. The employee shall be paid at the step in the salary guide for the position in which they serve, which is the next higher base salary above their current base salary.

TEMPORARY WORK ASSIGNMENT

Perth Amboy Blue- and White-Collar supervisors of OPEIU Local 32 who are authorized by their Supervisor to assist, train, and or who are placed in a different work assignment temporarily will receive a stipend of up to Six Thousand Dollars yearly or a Two Hundred Fifty Dollar semi-weekly

ARTICLE 40

VOLUNTARY 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 or alcohol test shall be as set forth in this Article.

First Offense

An employee who tests positive for drugs or alcohol while on duty, pursuant to either a random or reasonable suspicion test, shall be suspended from duty without pay and referred to the City's Employee Assistance Program ("EAP") for substance abuse evaluation and determination of the appropriate course of treatment. The employee shall submit, cooperate with and satisfactorily complete such counseling, therapy, treatment and/or rehabilitation program as is recommended to the employee and the City by the EAP's substance abuse professional(s).

Failure to successfully complete the required counseling therapy, treatment and/or rehabilitation program shall result in dismissal.

An employee who has tested positive for drugs or alcohol for the first time and satisfactorily completes the recommended counseling, therapy, treatment and/or rehabilitation program will be reinstated to employment upon; (a) the substance abuse professional's submission to the City of the documentation confirming the employee's satisfactory completion if the recommended course of treatment; and (b) the employee's execution of a "Last Chance Agreement" confirming his/her understanding that a subsequent positive drug or alcohol test while on duty will result in immediate termination. This right to reinstatement and a second chance will not apply to any employee who is already subject to a "Last Chance Agreement" at the time of approval of this Agreement.

Whether the treatment recommended by the EAP substance abuse counselor is in-patient or out-patient services, it will be subject to the terms of the City's health and wellness plan. An employee will be permitted to use accumulated sick, personal or vacation leave for absence due to an in-patient rehabilitation program.

Second Offense

An employee who tests positive on a second occasion for drugs or alcohol while on duty, pursuant to either a random or reasonable suspicion test, shall be terminated.

The Second Offense provision shall apply prospectively, so that an individual who has had a prior first offense under the terms of the prior collective bargaining agreement shall be treated as a first-time offender under this Agreement. This exception shall not apply to any employee who is already subject to a Last Chance Agreement.

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 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.

C. Training material that addresses substance abuse shall be presented annually by the City at no cost to the employees

ARTICLE 41
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 the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 42
STAND-BY PAY

Reserved.

ARTICLE 43

EDUCATIONAL DIFFERENTIAL

Section A. Effective January 1, 2010, upon presentation of evidence and documentation of receipt of the following degrees, employees who have attained a bachelor's degree from an accredited college shall have their annual base salary increased by \$1,250.00 upon presentation of evidence of said degree, or Employees who have attained a master's degree from an accredited college or university shall have their annual base salary increased by \$1,750.00.

ARTICLE 44


TERMINATION

This Agreement shall be effective January 1, 2019 and shall remain in effect through December 31, 2022. All Provisions in the Agreement which expired on December 31, 2018 shall remain in full force and effect unless otherwise modified herein.

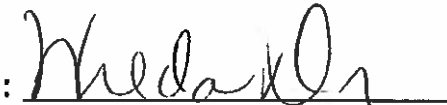
Unless otherwise stated herein, all modifications shall be retroactive to January 1, 2019.

It can be automatically renewed thereafter, from year to year, unless either party shall notify the other in writing of its termination or of any changes desired, negotiations shall begin no later than sixty (60) days prior to the end of current contract.

ATTEST:


Victoria A. Kupsch,
City Clerk

CITY OF PERTH AMBOY

By: 
Wilda Diaz,
Mayor


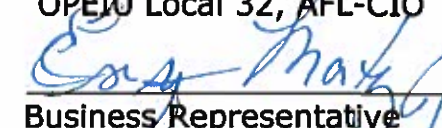
ATTEST:

UNION


Shop Steward Negotiations Committee


Shop Steward Negotiations Committee

WHITE COLLAR SUPERVISORS
BLUE COLLAR SUPERVISORS

By: 
Secretary-Treasurer
OPEIU Local 32, AFL-CIO

Business Representative
OPEIU Local 32, AFL-CIO

Approved: 
Business Administrator

PERTH AMBOY MEMORANDUM OF AGREEMENT
January 1, 2019

Attachment A (Salary Scale)

Marina Supervisor:

Effective 01/01/2020 will move to Grade 8 Step VII
Effective 01/01/2021 will move to Grade 9 Step VII
Effective 01/01/2022 will move to Grade 10 Step VII

RECOGNITION OF TITLES

The following titles are recognized and added to the current list in the Collective Bargaining Agreement between OPEIU Local 32 and the City of Perth Amboy Supervisors. Also, the Salary scales subsequent yearly steps to follow.

Deputy Register:

Effective 01/01/2020 Grade 11 Step I
Effective 01/01/2021 Grade 11 Step II
Effective 01/01/2022 Grade 11 Step III

Parking Enforcement Officer Supervisor

Effective 01/01/2020 Grade 4 Step IV
Effective 01/01/2021 Grade 4 Step V
Effective 01/01/2022 Grade 4 Step VI

Supervisor Public Safety Tele-Communicator

Effective 01/01/2020 Grade 9 Step VII

Senior Account will be deleted from list of titles on the White Collar Supervisors

Perth Amboy Memorandum of Agreement
January 1, 2019

Attachment A – EQUITY ADJUSTMENT

All Blue Collar – White Collar Supervisors that were recognized thru December 31, 2018 will receive Equity Adjustment of Four Thousand dollars to be paid as follows:


For the Year 2021 the amount of Two Thousand Five Hundred dollars (\$2,500.00)

For the Year 2022 the amount of One Thousand Five Hundred dollars (\$1,500.00)

CITY OF PERTH AMBOY


Business Administrator

OPEIU LOCAL 32 AFL-CIO
Blue White-Collar Supervisors


Business Representative

PERTH AMBOY

January 1, 2019

ATTACHMENT B – WAGES

Effective **January 1, 2019** - 1.0% (retroactive from 01/01/2018)

Effective **January 1, 2020** - 2.0% (retroactive from 01/01/2020)

Effective **January 1, 2021** - 1.5%

Effective **January 1, 2022** - 1.5%

CITY OF PERTH AMBOY

OPEIU LOCAL 32 AFL-CIO

Andrew Chan

Gay Frantz

BA

16 JUN 2020

Business Rep.

6/10/2020

Title

date

Title

date

**RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF PERTH AMBOY AND THE PERTH AMBOY BLUE & WHITE
COLLAR SUPERVISORS, LOCAL 32, OPEIU AND APPROVING A CONTRACT FOR
THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2022**

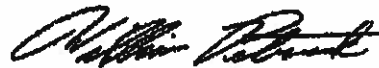
WHEREAS, the administration of the City of Perth Amboy has agreed by way of the Memorandum of Agreement dated March 9, 2020 a copy of which is attached hereto, to recommend to the City Council that said Memorandum be approved and ratified; and

WHEREAS, lengthy negotiations have taken place, and culminated in the terms set forth in the Memorandum of Agreement; and

WHEREAS, said terms represent a fair and equitable resolution for both parties, and the citizens of the City of Perth Amboy.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE
CITY OF PERTH AMBOY:**

1. That the aforesaid Memorandum of Agreement between the City of Perth Amboy and the Perth Amboy Blue & White Collar Supervisors, Local 32, OPEIU is hereby ratified and approved.
2. That the proper City officials are hereby authorized to execute a contract with the Perth Amboy Blue & White Collar Supervisors, Local 32, OPEIU which reflects modifications to the Contract ending December 31, 2019, as set forth in the Memorandum of Agreement referred to herein, for the new contract period of January 1, 2019 to December 31, 2022.



WILLIAM A. PETRICK
Council President



VICTORIA ANN KUPSCH
City Clerk

Dated: March 30, 2020

APPROVED AS TO FORM:



PETER J. KING
Director of Law

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PERTH AMBOY AND
OPEIU LOCAL 32 WHITE COLLAR SUPERVISORS AND BLUE COLLAR
SUPERVISORS**

This Memorandum of Agreement by and between the City of Perth Amboy hereinafter referred to as the Employer and the Office of Professional Employee International Union Local 32 hereinafter referred to as the Union, representing White Collar Supervisors and Blue Collar Supervisors in the City of Perth Amboy this 9th day of March 2020.

The parties above have engaged in negotiations in good faith to arrive at a successor agreement that expired on December 31, 2018 and the parties have arrived at a tentative agreement listed below which is subject to a ratification vote.

The following lists are the proposed changes, modification, and addition to the Collective Bargaining Agreement.

DURATION: Contract date: January 1, 2019 thru December 31, 2022

WAGES:	January 1, 2019	1.0% (retroactive from 01//01/2019)
	January 1, 2020	2.0% (retroactive from 01/01/2020)
	January 1, 2021	1.5%
	January 1, 2022	1.5%

RECOGNITION OF TITLE: The City of Perth Amboy recognized the following titles to be added to the current list of employees represented by OPEUI Local 32. Also see Attachment A for salary scale.

- (1) Deputy Registrar
- (2) Parking Enforcement Officer Supervisor
- (3) Supervisor Public Safety Tele-communicator

Page two of three

GRADE UPDRADE

(See Attachment A)

DOUBLE TIME - Double time will be paid to Blue Collar Supervisors moving forward effective January 1, 2020.

BENEFICIARY – Death Benefit

In case of death of employee the Vacation Pay shall be paid to the beneficiary on file. If no beneficiary on file, then it goes to the employee's estate.

WORK UNIFORM AND ALLOWANCE:

Article 14 Section A – Allowance applies to Blue Collar ~~employees~~ ^{Supervisor FCA} only.

Article 15 Sick Leave Section H (add the following language):

Employees who have used all their sick leave at the close of the prior year shall have sick leave posted to their account at the rate of 1.25 days for the completion of each month.

EQUITY ADJUSTMENT:

All Blue Collar and White Collar Supervisors will receive an Equity Adjustment to be paid as per Schedule A attached.

TEMPORARY WORK ASSIGNMENT:

Perth Amboy Blue and White Collar Supervisors of OPEIU Local 32 who are authorized by their Supervisor to assist, train, and or who are placed in a different work assignment temporarily will receive a stipend of up to Six Thousand Dollars yearly or a Two Hundred Fifty dollars ~~bi-weekly~~

semi-monthly

Page three of three

All Provisions in the Agreement which expired on December 31, 2018 shall remain in full force and effect unless otherwise modified herein.

Unless otherwise stated herein, all modifications shall be retroactive to January 1, 2019.

CITY OF PERTH AMBOY

OPEIU LOCAL 32, AFL-CIO

Blue - White Collar Supervisors

Frederick C. Carr
Business Administrator 9 MAR 2020

Gregory [Signature]
Business Rep. 3/9/2020

Title Date

Title Date

[Signature]
STEWARDS 3/9/2020

Title Date

Title Date

[Signature]
STEWARDS 3-9-2020

Title Date

Title Date

PERTH AMBOY MEMORANDUM OF AGREEMENT

January 1, 2019

Attachment A (Salary Scale)

Marina Supervisor:

Effective 01/01/2020 will move to Grade 8 Step VII

Effective 01/01/2021 will move to Grade 9 Step VII

Effective 01/01/2022 will move to Grade 10 Step VII

RECOGNITION OF TITLES

The following Titles are recognized and added to the current list in the Collective Bargaining Agreement between OPEIU Local 32 and the City of Perth Amboy Supervisors. Also, the Salary scales subsequent yearly steps to follow.

Deputy Register:

Effective 01/01/2020 Grade 11 Step I

Effective 01/01/2021 Grade 11 Step II

Effective 01/01/2022 Grade 11 Step III

Parking Enforcement Officer Supervisor

Effective 01/01/2020 Grade 4 Step IV

Effective 01/01/2021 Grade 4 Step V

Effective 01/01/2022 Grade 4 Step VI

Supervisor Public Safety Tele-communicator

Effective 01/01/2020 Grade 9 Step VII

Senior Accountant will be deleted from list of titles on the White Collar Supervisors.

EQUITY ADJUSTMENT

All Blue Collar -- White Collar Supervisors will receive Equity Adjustment of Four Thousand dollars to be paid as follows:



For the Year 2021 the amount of Two Thousand Five Hundred dollars (\$2,500.00)

For the Year 2022 the amount of One Thousand Five Hundred dollars (\$1,500.00)

CITY OF PERTH AMBOY

OPEIU LOCAL 32, AFL-CIO

Blue White Collar Supervisors

	
9 MAR 2020 Business Administrator	Business Rep. 3/9/2020
Title	Date

**AN ORDINANCE
1942-2020**

AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED "ORDINANCE FIXING AND ESTABLISHING A SCHEDULE OF SALARIES AND SALARY RANGES AND INCREMENTS FOR OFFICERS AND EMPLOYEES OF THE CITY OF PERTH AMBOY" (ORDINANCE NO. 218-79 AS AMENDED ADOPTED JULY 3, 1979.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERTH AMBOY:

SECTION 1. That Section 1 – SCHEDULES, so far as it relates to Perth Amboy Blue and White Collar Supervisors, Local 32, OPEIU is hereby amended as follows:

CITY OF PERTH AMBOY

January 1, 2019 to December 31, 2022

SALARIES AND SALARY RANGE ORDINANCE

Blue & White Collar Supervisors

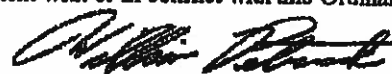
Local 32, OPEIU

SEE ATTACHED SCHEDULE

SECTION 2. All ordinances or parts of ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

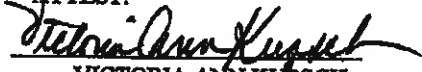
SECTION 3. The provisions of this Ordinance are declared to be severable, and if any section, subsection, sentence, clause or phrase hereof shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentence, clause or phrase of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.



**WILLIAM PETRICK
Council President**

ATTEST:



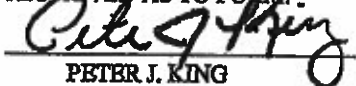
**VICTORIA ANN KUPSCH
City Clerk**

APPROVED:



**WILDA DIAZ
Mayor**

APPROVED AS TO FORM:



**PETER J. KING
Director of Law**

Adopted on First Reading: **March 30, 2020**
Published in The Home News Tribune: **April 5, 2020**
Adopted on Second Reading: **April 22, 2020**
Published in The Home News Tribune: **April 26, 2020**

Blue Collar & White Collar Supervisors, Local 32, OPBIU

YEAR 2019

	STBP	I	II	III	IV	V	VI	VII
GRADE								
4		38,264	40,177	42,090	44,004	45,917	47,830	49,743
5		40,560	42,588	44,616	46,644	48,672	50,699	52,727
6		42,993	45,143	47,292	49,443	51,592	53,741	55,891
7		45,573	47,852	50,130	52,409	54,687	56,966	59,245
8		48,307	50,722	53,138	55,553	57,969	60,384	62,799
9		51,206	53,765	56,326	58,886	61,446	64,007	66,567
10		54,277	56,991	59,705	62,420	65,134	67,848	70,562
11		57,535	60,411	63,288	66,165	69,042	71,918	74,795
12		60,987	64,036	67,085	70,134	73,184	76,233	79,283
13		64,646	67,878	71,110	74,343	77,575	80,807	84,039
14		68,524	71,950	75,377	78,803	82,229	85,656	89,082
15		72,636	76,268	79,900	83,531	87,163	90,795	94,427
16		76,994	80,843	84,694	88,544	92,393	96,243	100,092
17		81,614	85,694	89,775	93,856	97,937	102,017	106,098
18		86,511	90,836	95,162	99,487	103,813	108,139	112,464
19		91,701	96,286	100,872	105,456	110,042	114,627	119,211
20		97,203	102,064	106,924	111,784	116,644	121,504	126,364
21		103,035	108,187	113,339	118,491	123,643	128,794	133,946
22		109,217	114,678	120,140	125,601	131,062	136,522	141,983
23		115,771	121,560	127,348	133,136	138,924	144,714	150,502
24		122,717	128,853	134,989	141,124	147,260	153,397	159,533
25		130,080	136,584	143,088	149,592	156,097	162,600	169,104

Blue Collar & White Collar Supervisors, Local 32, OPBIU

YEAR 2020

	STEP	I	II	III	IV	V	VI	VII
GRADE								
4		39,029	40,981	42,932	44,884	46,835	48,787	50,738
5		41,371	43,440	45,508	47,577	49,645	51,713	53,782
6		43,853	46,046	48,238	50,432	52,624	54,816	57,009
7		46,484	48,809	51,133	53,457	55,781	58,105	60,430
8		49,273	51,736	54,201	56,664	59,128	61,592	64,055
9		52,230	54,840	57,453	60,064	62,675	65,287	67,898
10		55,363	58,131	60,899	63,668	66,437	69,205	71,973
11		58,686	61,619	64,554	67,488	70,423	73,356	76,291
12		62,207	65,317	68,427	71,537	74,648	77,758	80,869
13		65,939	69,236	72,532	75,830	79,127	82,423	85,720
14		69,894	73,389	76,885	80,379	83,874	87,369	90,864
15		74,089	77,793	81,498	85,202	88,906	92,611	96,316
16		78,534	82,460	86,388	90,315	94,241	98,168	102,094
17		83,246	87,408	91,571	95,733	99,896	104,057	108,220
18		88,241	92,653	97,065	101,477	105,889	110,302	114,713
19		93,535	98,212	102,889	107,565	112,243	116,920	121,595
20		99,147	104,105	109,062	114,020	118,977	123,934	128,891
21		105,096	110,351	115,606	120,861	126,116	131,370	136,625
22		111,401	116,972	122,543	128,113	133,683	139,252	144,823
23		118,086	123,991	129,895	135,799	141,702	147,608	153,512
24		125,171	131,430	137,689	143,946	150,205	156,465	162,724
25		132,682	139,316	145,950	152,584	159,219	165,852	172,486

Blue Collar & White Collar Supervisors, Local 32, OPBIU

YEAR 2021

	STEP	I	II	III	IV	V	VI	VII
GRADE								
4		39,614	41,596	43,576	45,557	47,538	49,519	51,499
5		41,992	44,092	46,191	48,291	50,390	52,489	54,589
6		44,511	46,737	48,962	51,188	53,413	55,638	57,864
7		47,181	49,541	51,900	54,259	56,618	58,977	61,336
8		50,012	52,512	55,014	57,514	60,015	62,516	65,016
9		53,013	55,663	58,315	60,965	63,615	66,266	68,916
10		56,193	59,003	61,812	64,623	67,434	70,243	73,053
11		59,566	62,543	65,522	68,500	71,479	74,456	77,435
12		63,140	66,297	69,453	72,610	75,768	78,924	82,082
13		66,928	70,275	73,620	76,967	80,314	83,659	87,006
14		70,942	74,490	78,038	81,585	85,132	88,680	92,227
15		75,200	78,960	82,720	86,480	90,240	94,000	97,761
16		79,712	83,697	87,684	91,670	95,655	99,641	103,625
17		84,495	88,719	92,945	97,169	101,394	105,618	109,843
18		89,565	94,043	98,521	102,999	107,477	111,957	116,434
19		94,938	99,685	104,432	109,178	113,927	118,674	123,419
20		100,634	105,667	110,698	115,730	120,762	125,793	130,824
21		106,672	112,006	117,340	122,674	128,008	133,341	138,674
22		113,072	118,727	124,381	130,035	135,688	141,341	146,995
23		119,857	125,851	131,843	137,836	143,828	149,822	155,815
24		127,049	133,401	139,754	146,105	152,458	158,812	165,165
25		134,672	141,406	148,139	154,873	161,607	168,340	175,073

Blue Collar & White Collar Supervisors, Local 32, OPBIU

YEAR 2022

	STEP	I	II	III	IV	V	VI	VII
GRADE								
4		40,208	42,220	44,230	46,240	48,251	50,262	52,271
5		42,622	44,753	46,884	49,015	51,146	53,276	55,408
6		45,179	47,438	49,696	51,956	54,214	56,473	58,732
7		47,889	50,284	52,679	55,073	57,467	59,862	62,256
8		50,762	53,300	55,839	58,377	60,915	63,454	65,991
9		53,808	56,498	59,190	61,879	64,569	67,260	69,950
10		57,036	59,888	62,739	65,592	68,446	71,297	74,149
11		60,459	63,481	66,505	69,528	72,551	75,573	78,597
12		64,087	67,291	70,495	73,699	76,905	80,108	83,313
13		67,932	71,329	74,724	78,122	81,519	84,914	88,311
14		72,006	75,607	79,209	82,809	86,409	90,010	93,610
15		76,328	80,144	83,961	87,777	91,594	95,410	99,227
16		80,908	84,952	88,999	93,045	97,090	101,136	105,179
17		85,762	90,050	94,339	98,627	102,915	107,202	111,491
18		90,908	95,454	99,999	104,544	109,089	113,636	118,181
19		96,362	101,180	105,998	110,816	115,636	120,454	125,270
20		102,144	107,252	112,358	117,466	122,573	127,680	132,786
21		108,272	113,686	119,100	124,514	129,928	135,341	140,754
22		114,768	120,508	126,247	131,986	137,723	143,461	149,200
23		121,655	127,739	133,821	139,904	145,985	152,069	158,152
24		128,955	135,402	141,850	148,297	154,745	161,194	167,642
25		136,692	143,527	150,361	157,196	164,031	170,865	177,699

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2019 thru 12/31/2022.

Employer: City of Perth Amboy

County: Middlesex

Date: 10/19/2021

Name: Sonia Neira

Print Name

Title: Personnel Officer


Signature