

**MEMORANDUM OF AGREEMENT**

Agreement made this 18 day of September 2020 by and between the City of Perth Amboy (hereinafter the "City") and Perth Amboy Blue Collar Union, International Brotherhood of Teamsters, Local #97 (hereinafter the "Union"):

WHEREAS, the City and the Union are parties to a Collective Negotiations Agreement (CNA) which expired on December 31, 2018 and

WHEREAS, the parties have reached agreement on said terms and conditions subject only to ratification approval by the Union and the City Council; and

WHEREAS, both negotiating committees agree to unanimously recommend said ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth by the parties agree as follows:

1. Except as herein modified the terms and conditions of the CNA covering the period of January 1, 2019 through December 31, 2022 shall remain in full force and effect.
2. **PREAMBLE** – January 1, 2019 – December 31, 2022 (4 Years)
3. **Article V, DUES CHECK-OFF** –

**Section B.**

**DELETE THE CURRENT PARAGRAPH AND REPLACE WITH THE FOLLOWING:**

**"The City shall comply with sections a through f of N.J.S.A. 34:13A-5.13, specifically section c. which reads:**

**Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive representative employee organization in an excel file format or to the format agreed**

to by the exclusive representative employee organization: Name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1 following the effective date of this act, public employers shall provide exclusive representative employee organizations, in an excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer...”

a. If the aforementioned is revoked, modified or declared unconstitutional any affected provision shall be deleted or revised as appropriate.

4. **Article VII SENORITY**– Assign each paragraph a letter, “A”, “B”, “C”, and “D” as described below;

- A. A newly appointed employee shall...
- B. An employee shall be considered to have a job classification seniority...
- C. In the case where an employee is promoted but does successfully...
- D. When an employee transfers to another division...

5. **Article VIII OVERTIME** –

Assign each paragraph following letter “I” with a letter as described below:

- J. An employee who is working on a recognized...
- K. Overtime shall be computed...
- L. Revise to read “Overtime opportunities, excluding snow and ice control, will be distributed as equally as possible on a rotating basis, based on sonority, among employees in the same job classification, division and shift. Snow and ice control overtime opportunities will be distributed in the same fashion, but dependent upon the time of call in, the severity of the storm and the impact on other departmental duties.
- M. When an employee works four (4) or more hours...

N. Road employees who are required to work in place of a sanitation employee...

O. Should it be proved that an employee...

## 6. Article XI VACATION

a. SECTION F. Replace with the following language

“In case of the death of an employee, all vacation pay due shall be paid to the beneficiary on file, or if none, to the estate.”

## 7. Article XIII, UNIFORMS & ALLOWANCES –

a. Add the following language to first paragraph:

Effective January 1, 2016, in lieu of an annual uniform allowance each employee covered by this Agreement shall be provided with a uniform provided by the City. **Effective 1 April 2019, an employee may choose either direct purchase (direct buy option) of the uniform from the qualified vendor using appropriated City funds or use the qualifying vendor’s rental service that includes a cleaning service.**

**Each division, whether it’s individuals use the rental or direct buy option shall have substantially similar uniforms to each other as designated by the appropriate Director of Operations.**

With the rental service each employee assigned to the following will be exchanged on a weekly basis for cleaning and repair:

(Retain remaining language, until...)

b. Delete last paragraph, which begins with “in addition” and replace with following language:

**The direct buy option shall give the employee a choice in the number of items they choose, but the basic uniform shall be the same as the rental program. Outer wear may vary. There is an upper limit of \$650 per employee for direct purchase. All Street Division and Sanitation Division employees shall wear uniforms that are ANSI approved reflective.**

**BOOTS:** Boots may be acquired:

Option 1. – Through the Cintas catalogue, with a quote made by Cintas, requiring no upfront payment.

Option 2 –Purchased from another vendor, using the employee’s money to make the initial purchase, and then being reimbursed upon processing of receipts given to the designated management representative. For DPW, it is Matthew Nieves. For Police, it is Miguel Morales. For Parking Utility, it is Celestina Ramos.

The maximum, total amount, that will be reimbursed for the year is \$150. That total may be reached by purchasing several pairs of boots for the year, whose prices add up to \$150; or 1 pair of boots, that costs \$150. Any amount in excess of \$150 shall not be reimbursed.

**Effective January 1, 2021**, the maximum, total amount that will be reimbursed for the year is \$300. That total may be reached by purchasing several pairs of boots for the year, whose prices add up to \$300. Any amount in excess of \$300 shall not be reimbursed.

Taxes attached to the purchases shall not be reimbursed.

Every Blue Collar employee must fill out, and return to their designated management representative, a Blue Collar Union Boot Form, in order to receive reimbursement, and to be registered in the program. As per purchasing law, all checks must be mailed to a legal, deliverable, address. The address listed on the Blue Collar Union Boot Form shall be the address payment is sent.

The original receipt must be presented for reimbursement, (not a copy, not a credit card bill).

In order to receive payment, each purchase will have a purchase order created, and each employee must sign that purchase order for processing to receive reimbursement.

Boots may be purchased from January 20<sup>th</sup> to December 8<sup>th</sup>, 2020; there is a December deadline to enter requisitions (check for date in 2021 and 2022) into the system for end of year close out for the Purchasing Department. For purchasing efficiency and prompt payment, receipts should be turned in immediately after each purchase.

Blue Collar Union members who have selected the uniform purchase option, instead of the uniform rental option, may use part of their yearly \$650 to purchase 1 additional pair of boots. The total cost of that purchase shall be deducted from their yearly \$650 allowance to buy clothing.

## **8. Article XVI, SALARIES**

- a. All employees covered by this collective bargaining agreement shall have their salaries increased by one and a half percent (1.5%) retroactive to 1 January 2019.
- b. All employees covered by this collective bargaining agreement shall have their salaries increased by one and a half percent (1.5%) retroactive to 1 January 2020.
- c. All employees covered by this collective bargaining agreement shall have their salaries increased by one and a half percent (1.5%) retroactive to 1 January 2021.
- d. Effective 1 January 2021, all seven steps for the titles of Maintenance Worker 2 – Grounds and Truck Driver will be increased by \$850 after the 1.5% increase noted in c. above.
- e. All employees covered by this collective bargaining agreement shall have their salaries increased by one and a half percent (1.5%) retroactive to 1 January 2022.

## **9. Article XVI, SICK LEAVE, Section H, Sick Leave Incentive**

- a. Employees must have 30 days accumulated Sick Leave at the end of 2019.

- b. No sick leave incentive will be paid in 2020 for days in 2019.
- c. Sick leave incentive shall be:
  - 1. Three days (3) pay for no sick days taken during the Calendar Year.
  - 2. Two days (2) pay for taking only one sick day during the Calendar Year.
  - 3. One days (1) pay for taking only two wick days during the Calendar Year.
  - 4. No sick day pay incentive for taking three or more days.
  - 5. No payout for sick leave incentive until 2021 for 2020 Calendar Year.

**Paragraph F.**

“In case of the death of an employee, all sick leave due shall be paid to the beneficiary on file, or if none, to the estate, at the rate consistent with Current City Policy.”

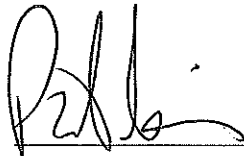
**10. Article XVII LEAVE OF ABSENCE**

- a. SECTION A. Any employee covered by this agreement may take a leave of absence without pay from the City duties...
- b. SECTION B. The leave of absence shall not exceed six (6) months within one (1) calendar year.
- c. Section C. Revised to read as follows;  
“ [and] During the period of leave of absence an employee will receive no benefits (e.g. leave, health insurance, etc.) and accrue no seniority in title (i.e. an adjusted service date) or longevity in service. 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 of absence.
- d. An employee must be given a leave of absence without pay when an employee requests [requested] without using accumulated sick and vacation time first.

**11. Article XXIV – LONGEVITY**

Delete Paragraph stating – \*Only employees with at least twenty (20) years of continuous service to the City as of January 1, 2011 shall be eligible for this benefit level.

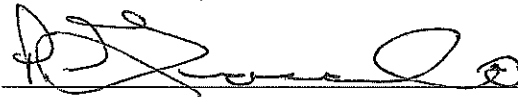
**CITY OF PERTH AMBOY**



Patricia Perkins, City Administrator

September 17, 2020  
Date

**PERTH AMBOY BLUE COLLAR,  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL #97**



Vice President

9/17/20  
Date

**Sworn to and subscribed  
before me this**

17 day of Sept., 2020



**MARIA J. RIVERA  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50066271  
My Commission Expires 8/17/2022**



Chief Steward

9-18-20  
Date

Joseph A. Mouillo

Steward

9-18-2020  
Date

