

3-0358

City Clerk

12-16

A-13/8

AGREEMENT

BETWEEN

Perth Amboy, City of
CITY OF PERTH AMBOY, MIDDLESEX COUNTY, NEW JERSEY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL 2270 OF COUNCIL NO. 73

(WHITE COLLAR)

X January 1, 1979 - December 31, 1979

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include:

Administrative Clerk - Dept. of Public Works	Social Case Worker
Animal Control Officer	Social Case Worker (Bi-Lingual)
Bookkeeping Machine Operator	Supervising Account Clerk
Bookkeeping Machine Operator (Typing)	Supervising Clerk Steno
Bookkeeping Machine Operator (Steno)	Telephone Operator
Cashier	Violations Clerk
Clerk Stenographer	Principal Assessing Clerk (Typing)
Clerk Typist	Supervisor of Nursing
Deputy Court Clerk	Supervisor of Accounts
Deputy Registrar of Vital Statistics	Senior Librarian (Catalog)
Head Account Clerk	Senior Librarian (Children)
Housing Inspector	Senior Librarian (Extension)
Junior Librarian	Senior Librarian (Reference)
Legal Stenographer	Senior Public Health Nurse
Library Intern	Junior Librarian Assistant
Principal Account Clerk	
Principal Account Clerk (Typing)	
Principal Clerk Stenographer	
Principal Clerk Typing	
Principal Payroll Clerk	
Public Health Inspector	
Public Health Nurse	
Recreation Leader	
Sanitary Inspector	
Sanitary Inspector (Bi-Lingual)	
Senior Account Clerk	
Senior Account Clerk (Stenography)	
Senior Account Clerk (Typing)	
Senior Assessing Clerk (Typing)	
Senior Bookkeeping Machine Operator	
Senior Bookkeeping Machine Operator (Typing)	
Senior Cashier	
Senior Clerk	
Senior Clerk Stenographer	
Senior Clerk Typist	
Senior Clerk Typist (Bi-Lingual)	
Senior Library Assistant	
Senior Librarian	
Senior Housing Inspector	

ARTICLE II

MANAGEMENT RIGHTS

The American Federation of State, County and Municipal Employees AFL-CIO (AFSCME) 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

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 or support or 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 his position or stoppage of work or abstinence 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.

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

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

There shall be no discrimination by the City or the Union against any employee on account of race, color, creed, age, sex, national origin or political affiliation. There shall be no discrimination, interference or restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employees on behalf 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 CHECKOFF

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. 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 checkoff 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.

ARTICLE VI

HOURS OF WORK

The normal work week shall consist of five (5) consecutive days, Monday through Friday, and shall consist of thirty-five (35) hours per week excluding one (1) hour for lunch.

ARTICLE VII

OVERTIME

Time and one half the employees 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 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 holidays, such holiday shall be considered as a day worked for the purpose of computing overtime.

F. All work performed on the seventh (7th) consecutive work-day shall be paid at the rate of double time. (Employees absent due to excused sick, vacation or a holiday will have this time credited as time worked.)

G. Double time will be paid for all work performed on Sunday. Overtime opportunities will be distributed as equally as possible among employees in the same job classifications, department and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

Overtime lists according to seniority shall be placed in each department and a system of distribution shall be worked out with each Supervisor in charge.

When an employee is required to work more than three (3) hours past the normal work day, the employee shall be entitled to one-half (½) hour dinner period at no loss of pay.

ARTICLE VIII

HOLIDAYS

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

New Year's Day

Labor Day

Washington's Birthday

Columbus Day

Martin Luther King

General Election Day

Lincoln's Birthday

Veterans Day

Good Friday

Thanksgiving Day

Memorial Day

Day After Thanksgiving

July Fourth

Christmas Day

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

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

ARTICLE IX

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

1st year of employment

One (1) working day per month of service.

After 1st year thru Five (5) years

Thirteen (13) working days

Six (6) years thru Ten (10) Years

Sixteen (16) working days

Eleven (11) years thru Twenty (20) years

Twenty one (21) working day

Over Twenty (20) years

Twenty four (24) working da

Vacation time is for the year 1979.

B. All permanent employees on full-time, temporary or full-time provisional employees shall be entitled to vacation leave based on their years of continuous service. Periods on 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 pay day immediately preceding the employee's vacation pay. Vacation pay can be granted if requested at 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 twenty (20) 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 thirty (30) 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 will be granted full vacation coverage.

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

G. Employees called back to work while on vacation shall receive time and one-half for that time.

H. Vacation leave cannot be taken in less than a full day period without the approval of the Department Head. Approval shall not be withheld unreasonably. The years of continuous service of full-time employment with the City shall be credited the following January 1st.

Vacations are credited in advance in expectation of continued employment starting in the second calendar year of employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of vacation earned within the calendar year.

ARTICLE X

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 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 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 seniority will continue to accumulate during such period.

Notice of all job openings, new positions and vacancies excluding temporary 4 Month Positions (any temporary positions which continue beyond the 4 month period will be subject to the Posting Provisions of this Agreement) or seasonal in nature positions shall be posted on the designated employee bulletin board for a period of five (5) days. A copy of the notice shall be furnished to the Union President prior to the posting. Notices of vacancies and new Positions excluding temporary positions or seasonal in nature positions shall contain classification, location, pay rates and hours of week. 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.

In the event of layoff, transfer or demotion, the employee with the most seniority will have the preference within their division provided they have the requisite qualifications and abilities to perform the work available.

The City Administration shall maintain a current seniority list and present to the local Union President on June 30th and January 4th of each year.

ARTICLE XI

GRIEVANCE PROCEDURE

Definition of Grievances are used herein: Any alleged complaint which may arise between the parties involving the application, violation or interpretation of any term in this Agreement.

PROCEDURES: STEP 1. INFORMAL - IMMEDIATE SUPERVISOR

Within five (5) days of the time a grievance arises or within five (5) days of the date when the grievant shall know of its occurrence, the employee either directly or accompanied by a Steward will present the grievance informally to the Immediate Supervisor. Within three (3) working days after presentation of the grievance, the Supervisor will render a decision orally or a written answer to the employee and Steward.

STEP 2. FORMAL - DEPARTMENT HEAD

Within five (5) days of the oral or written answer from the Immediate Supervisor, if the grievance is not resolved, the employee shall file a written grievance to the Department Head or Director. The Department Head or Director will arrange a meeting with the employee and the Local Union Steward not later than five (5) working days to attempt to resolve the grievance. The Department Head or Director shall give a written answer to the employee and Steward not later than five (5) Working days.

STEP 3. FORMAL- BUSINESS ADMINISTRATOR

Within ten (10) days of the written answer, if the grievance is not resolved, it shall be filed with the Business Administrator. The Business Administrator will arrange a meeting at a mutually agreeable time and place not later than ten (10) working days after receipt of the written grievance. The aggrieved party, Union Representative an

Local Union President shall be entitled to be present at the meeting. The Business Administrator shall give a written answer ~~to~~ the grievance to the employee and Union within ten (10) working days after the meeting, or within such additional period of time that may be mutually agreed upon.

A Group Grievance - STEP 3.

A group grievance, one that may affect a group of employees, may be presented by the Union at Step 3. Any grievance not processed to the next Step in the Grievance Procedure within the time limits provided for such proceeding shall be deemed to have been waived and abandoned by the moving party.

STEP 4.

If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within the time limits provided, then he may appeal the grievance to the next Step, Arbitration.

The request for arbitration shall be by written notice to the American Arbitration Association within ten (10) days of the denial of the grievance at Step 3. 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 one 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, and 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 and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services 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 not supplement, enlarge or alter the scope or meaning of the Agreement or any provision therein, nor entertain jurisdiction of any subject matter not covered by the Agreement. If in the arbitrator's opinion, he has no power to rule on the issue submitted, the arbitrator shall refer the matter back to the parties without decision.

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

ARTICLE XXII

CLASSIFICATIONS

The classifications of employees covered by this agreement are attached hereto and by reference are made a part of this Agreement.

If, during the term of this Agreement, the City determines that new job descriptions and/or classifications be established, or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view

to arriving at a mutually acceptable determination prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the Grievance Procedure commencing with STEP 3 or this Agreement.

ARTICLE XIII

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 Steward and/or Union President or his designee in all matters relating to grievance 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 changes of such Union Stewards or Officials.

The City agrees to recognize a maximum of four (4) 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 working 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 Department Head, which permission shall not be unreasonably withheld.

ARTICLE XIV

BULLETIN BOARDS

A section of each bulletin board for Union information shall be provided by the City Administration.

ARTICLE XV

SICK LEAVE

All permanent full-time temporary or full-time permanent employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, attendance upon a member of the immediate family who is seriously ill and requires the care or attendance of said employee.

The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time. The appointing authority may require proof of illness of an employee on sick leave whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health is required.

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 as one-half ($\frac{1}{2}$) day, and an absence from work for more than four (4) hours shall be considered as one full day. Accumulated sick leave will continue to be paid according to the policy established by the City of Perth Amboy.

ARTICLE XVI

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 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 said leave, the City shall be under no obligation to pay for the benefits provided for in this Agreement. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused vacation time to his credit; nor shall any benefits accrue to the credit of the employee during the period of said leave. 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 XVII

INJURY LEAVE

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period not to exceed ninety (90) 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) 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 XVIII

MATERNITY LEAVE

A maternity leave is to be regarded as a temporary disability and the bargaining unit member shall be entitled to all considerations and benefits associated with a temporary disability.

Not later than the fourth month, the staff member shall notify the Coordinator of Personnel in writing of the condition of pregnancy. Upon notifying the Coordinator of Personnel, the employee shall let it be known as to plans of continuing employment or taking leave of absence not to exceed one (1) year. Notification of pregnancy shall be accompanied by a statement from her physician giving the state of condition of the pregnancy, the anticipated delivery date, and her ability to continue her normal duties.

Accumulated sick leave may be used by the individual pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq.

The bargaining unit member's position or a position of equal grade shall be made available to her within thirty (30) days after written notification to the Coordinator of Personnel of her intent to return to full-time employment. The individual shall be placed at the same position on the salary schedule that she would have attained had she been employed by the City during such period.

ARTICLE IXX

BEREAVEMENT LEAVE

A. All employees covered by this Agreement shall be entitled to four (4) working days leave without loss in 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 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 in pay to attend the funeral of anyone in the non-immediate family. For the purposes of this Article, the term "non-immediate family" is defined to mean grandparent, grandchild, aunt, uncle, niece, nephew, sister-in-law or brother-in-law.

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

ARTICLE XX

JURY LEAVE

Any employee covered by this Agreement who is required to serve on a jury shall be granted a leave of absence with pay to serve on said jury. An official verification of jury duty must be presented to the Immediate Supervisor.

ARTICLE XXI

MILITARY LEAVE

Any full-time employee covered by this Agreement who is a member of the United States Reserve 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 his regular City salary and his military pay if the military pay is less than his 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 XXII

CONVENTION LEAVES

An 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 International Convention, Council 73 Conventions, conferences and educational classes. Said leave of absence shall not exceed five (5) days for any employee in any calendar year, 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. The total number of working days to be used shall not exceed fifteen (15) days in any calendar year.

ARTICLE XXIII

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:

<u>Years of Service</u>	<u>Longevity Amount</u>
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 (5½%) of Salary
Twenty (20) Years of service	Seven and one-fourth percent (7¼%) of Salary
Twenty-Five (25) Years of service	Nine Percent (9%) of Salary
Thirty (30) Years of service	Ten and three fourths percent (10 3/4%) of Salary
Thirty-five (35) Years of service	Twelve and one-half percent (12½%) of Salary
Forty (40) Years of service	Fourteen and one-fourth percent (14¼%) of Salary

The effective date of this longevity clause shall be January 1, 19

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 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.

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 for the year of 1979.

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 forty-eight (48) hours in advance of taking them.

ARTICLE XXV

SALARIES

All employees covered by this Agreement shall receive the following salary adjustment for the year 1979:

Step I	\$ 300.00	
Step II	\$ 300.00	
Step III	\$ 400.00	
Step IV	\$ 600.00	1-1-79
	200.00	7-1-79

Effective January 1, 1979 unless otherwise stated.

ARTICLE XXVI

HEALTH BENEFITS

The City shall continue to provide a health Benefit Insurance Plan as hereinbefore provided with an increase in the Major Medical from \$50,000. to \$ 75,000. effective July 1, 1979. The City shall pay an amount for said insurance no more than that paid by the City for the calendar year of 1978. Nothing herein shall preclude the City from changing insurance carriers, so long as substantially similar coverage is provided or improved.

ARTICLE XXVII

LIFE INSURANCE

The City will provide life insurance on the life of each employee covered by this Agreement in the amount of \$2,000.00. In addition, the City will provide accidental death and dismemberment insurance in the amount of \$2,000.00 on the life of each employee covered by this Agreement. The group insurance policy presently maintained with the Manufacturers Life Insurance Company will be continued, but the City reserves the right to change insurance carriers so long as substantially similar benefits are provided or improved by any new carrier.

ARTICLE XXVIII

RETIREMENT BENEFITS

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

ARTICLE XXIX

SAFETY AND HEALTH

The Employer and the Union shall each designate a Safety Committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate.

The Safety Committee member representing the Union shall be permitted 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.

ARTICLE XXX

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 XXXI

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. If, at any time during or at the end of the period of probation, the conduct and/or performance of the probationary employee is found by a City to be unsatisfactory, the City shall give written notice to the employee that his employment with the City is being terminated. The decision of the City regarding the termination of probationary employees shall not be subject to the Grievance Procedure.

ARTICLE XXXII

RULES AND REGULATIONS

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 all employees covered by this Agreement, and to the Union. Any change in work rules and regulations shall be accordance with the State of New Jersey Statutes.

ARTICLE XXXIII

REST PERIODS

Employees within this bargaining unit may take a rest period of not more than fifteen (15) minutes for each one-half ($\frac{1}{2}$) 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 departure, nor may it be regarded as accumulative if not taken.

ARTICLE XXXIV

ACCESS TO PERSONNEL FILES

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

B. 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 XXXV

LABOR-MANAGEMENT COMMITTEE

The Employer and the Union, having recognized that cooperation between 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 six (6) members. The Union representatives shall be the three ranking officers of the local union, the administration shall designate the three members. The Committee shall meet at the request of any of the parties involved at times mutually agreeable to all parties.

ARTICLE XXXVI

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 or her.

ARTICLE XXXVII

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 procedures to be followed by employees interested in making application.

pay rates, hours of work, and said application must be made within five 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 or more equally qualified employees apply for the position, seniority shall be the determining factor.

ARTICLE XXXVIII

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 of the parties at the time they negotiated or signed this Agreement.

ADDENDUM

OVERTIME

All work performed in excess of the Daily Work Week can either be paid by overtime or compensation time which is at the option of the Employee.

If the Employee's option is compensation time it will be computed at the overtime rate.

Overtime effective as of January 1, 1977.

TERMINATION

This Agreement shall be effective from January 1, 1979 until December 31, 1979, unless otherwise stated.

It can be automatically renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to December 31, 1979, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to December 31, 1979.

Walter Dittroyer

Donna Lure

Karen Logan

Muriel Clarey

Harold Augustine
~~PRESIDENT OF COUNCIL~~ attest
CITY OF PERTH AMBOY

[Signature]
MAYOR

Maryellen Kibel
PRESIDENT - LOCAL 2270
of COUNCIL 73 AFL-CIO
AFSCME