

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

JUNE 30, 2010 to DECEMBER 31, 2014

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PREAMBLE

This Agreement, effective and retroactive to June 30 2010 and expiring December 31, 2014, 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, Blue Collar Supervisors and Blue Collar Superintendents 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 supervisors 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:

Parks Supervisor
Sanitation Supervisor
Street Supervisor
Supervisor, Buildings and Grounds
Supervisor Mechanic

White Collar Supervisors:

Administrative Clerk – Police
Chief Clerk
Collection Representative
Registrar
Senior Accountant
Supervising Accountant
Supervisor of Senior Citizen's Activities
Technical Assistant Office of 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, White Collar Supervisors and Blue Collar Superintendents, 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 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 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 considered to 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 Equipment and Maintenance, Division of Code Enforcement and the Division of Electrical Bureau shall consist of five consecutive days, Monday through Friday, a total of thirty-five (35) hours per work week for all employees who are in the above departments with the exception of sanitation supervisor. 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 supervisor.

B. Reserved

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

D. Hours of work (White Collar Supervisors)– 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 lay 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 forty (40) hours per week. (Hours worked between 35 and 40 hours will be paid at straight time.)

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

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

F. When an employee works four (4) or more consecutive accumulated hours of unscheduled overtime during a call-in a meal allowance shall be provided in the amount of six and 50/100 dollars (\$6.50) for each distinct four (4) hour period. This shall be paid semi-monthly along with regular and overtime payroll payments.

G. Reserved.

H. Reserved

ARTICLE 9 - CALL BACK PAY

- A. Any employee who is requested and returns to work during periods 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 less than two (2) hours, 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 unless it overlaps the employee's regularly scheduled shift.

ARTICLE 10 - HOLIDAYS

Effective when one other CNA also agrees to the below change, the following days are designed as paid holidays by the City:

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

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.

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.

Note: The contract negotiated and settled in 2012 provided for the removal of Lincoln's Birthday, General Election Day and the Day after Thanksgiving as authorized holidays. The removal will not take effect until at least one (1) additional union becomes subject to this provision.

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	One (1) working day per month
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. 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 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. 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.

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

H. The City and the Union recognize the difficulty of scheduling requirements necessitated by the demand of producing drinking water for consumption by the City's customers and by regulatory requirements of the T.C.P.A. The parties agree to relax existing scheduling requirements to the extent that Water Treatment Operators may request vacation periods not less than twenty (20) workdays before the desired start of vacation. Non Operators employed at Runyon may request vacation periods not less than fifteen (15) work days before the desired start of vacation.

1. The City will make a good faith effort to process and honor said request, provided that man power requirements and the demands of the existing workload can be satisfied.

2. In the event the City shall become exempted from the T.C.P.A. regulatory requirements, this section shall be reopened to discuss the possibility of further relaxation in the vacation notice requirements contained in this Article.

I. An employee may sell back to the City unused accumulated vacation time in excess of five (5) days at 60% 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 0.60.)

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 five (5) working days of the occurrence of the event being grieved, withstanding an absence by either party. Failure to act within the five (5) 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 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) 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) days 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 and the proceedings 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 work stations 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 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 of time 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 part of any employee may be cause for disciplinary action. A physician's certificate must be submitted when an employee is absent four (4) or more consecutive sick leave days. The City may require medical proof of illness at any time 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.

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) calendar days, Any payments received by the employee attributable to Workmen's Compensation during the period of said injury leave shall be deducted from the employee's salary payable by the City. After 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 Perth Amboy Blue Collar Union Local No. 1, 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 – FAMILY AND MEDICAL LEAVE

All employees shall be entitled to family and medical leave consistent with state law, N.J.S.A. 34:11B-1 et seq., and federal law, 29 U.S.C.A. 2601, 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 - BEREAVMENT 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 and hired prior to 1 December 2012, 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 1 January 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, shall 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 permanent and provisional 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' 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

All employees covered by this collective negotiations agreement shall have their salaries unchanged effective July 1, 2010, as they were effective June 30, 2010. There shall be no change to the salary guide until December 1, 2012.

Section A. The Salary Guide shall be increased by two percent (2%) effective December 1, 2012. The salary increase shall be computed on the salary guide in place on November 30, 2012.

Section B. The Salary Guide shall be increased by three and one half percent (3.5%) effective December 1, 2013. The salary increase shall be computed on the salary guide in place on November 30, 2013.

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

ARTICLE 26 - HEALTH AND LIFE INSURANCE BENEFITS

Section 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.

Section 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 new carrier or Plan.

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

1. Effective, November 1, 2009 the following changes shall be made to the group employee health insurance plan of the City affecting all employees:
 - a. Doctor's visit co-payments shall be \$10.00 per visit 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, or as soon as another collective negotiations unit (CNA) is subject to the same provision, the following changes shall be made to the group employee health insurance plan of the City affecting all employees:

- 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:
 - i. On a State accidental disability pension as a result of an on-the-job injury sustained while performing services for the City of Perth Amboy; or
 - ii. After 25 years or more of pensionable service under the New Jersey State Pension System; or
 - iii. With at least 15 years of pensionable employment service in the City of Perth Amboy and reached the age of 62 years or older.
 - 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 insure their safety and health. When such materials are issued, they shall be used.

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

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

ARTICLE 29 - RULES AND REGULATION

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

Section B. 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 establishing the following:

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

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

ARTICLE 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 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 negotiable 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.

Article 40 – Mandatory Random and Reasonable Suspicion Drug and Alcohol Testing

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

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

The penalty for testing positive on any random or reasonable suspicion drug 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 satisfactory 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 of 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 - RESERVED

ARTICLE 43 – EDUCATIONAL DIFFERENTIAL

Section A. Effective January 1, 2010, upon presentation of evidence and documentation of receipt of the following degrees,

1. employees who have attained an 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
2. 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 July 1, 2010 until December 31, 2014.

It can be automatically renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to June 30, 2010, that such notice is given, negotiations shall begin no later than sixty (60) days prior to December 31, 2014.

ATTEST:

CITY OF PERTH AMBOY

Elaine M. Jasko

City Clerk

By: _____

Wilda Diaz

Mayor

ATTEST:

WHITE COLLAR AND BLUE COLLAR
SUPERVISORS UNION

By: _____

Secretary-Treasurer

Local 32, OPEIU, AFL-CIO

Approved: _____

G. C Fehrenbach, Business Administrator