

AGREEMENT

BETWEEN

Perth Amboy
CITY OF PERTH AMBOY, NJ

AND

LOCAL 2633

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

(Department of Public Works, Parks, Buildings
and Maintenance, Electrical Bureau, Department
of Water and Sewerage)

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PREAMBLE

This agreement, effective the 1st Day of January 1984, entered into by and 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 Local 2633 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," represents the complete and final understanding on all bargainable 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 Nos. R0-501 and R0598, the City recognizes the Union as the exclusive collective negotiations agent for all blue collar employees employed by the Department of Municipal Utilities and Department of Public Works, Environmental Protection Department, including the following titles, but excluding all others:

Building Maintenance Worker

Electrician

Equipment Operator (Tractor-Trailer)

Building Service Worker

Equipment Operator

Filter Operator

ARTICLE 2
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 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, 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 an 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.

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

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

ARTICLE 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 or national origin.

B. 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 5

DUES CHECKOFF

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

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 purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by 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, Parks, Buildings and Grounds, Equipment and Maintenance, Department of Code Enforcement and Electrical Bureau shall consist of five consecutive days, Monday through Friday, a total of thirty-five hours (35) per week for all employees who are in the above departments with the exception of those employees in the Solid Waste Division. Solid Waste Division employees shall continue to work existing incentive work schedule.

B. The work week for Departments of Water and Sewerage shall consist

of thirty five (35) hours per week, except Hydrant & Valve Inspectors, who will work thirty-seven and one half (37½) hours per week and shift operators who shall work a rotating forty (40) hour week.

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

ARTICLE 7

SENIORITY

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

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

ARTICLE 8

OVERTIME

Time and one half (1½) the employees regular rate of pay shall be paid for work under any of the following conditions effective January 1

- 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 (1½) plus the holiday pay.
- D. For employees in continuous operations, all work performed on days scheduled as non-working days on the work schedule.
- E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for the purpose of computing overtime.
- F. All work performed on the seventh (7th) consecutive workday shall be paid at the rate of time and one half (1½). Employees absent due to excused sick, vacation or a holiday will have this time credited as time worked.
- G. Time and one half (1½) will be paid for all work performed on Sunday for the purpose of emergency snow removal or any other emergency declared by the Mayor.

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

Overtime opportunities will be distributed as equally as possible on a rotating basis among employees in the same job classification, 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 overtime in an emergency for snow removal or any emergency declared by the Mayor, then in

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

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

ARTICLE 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:

<u>Years of full time employment with City</u>	<u>Vacation Days</u>
1st year of employment.....	(1) one working day per month
After 1st year thru five (5) years.....	Thirteen (13) working days
After five (5) years thru ten (10) years...	Sixteen (16) working days
After ten (10) years thru twenty (20) years.....	Twenty two (22) working days
After twenty (20) years.....	Twenty six (26) working days

Vacation Days to be effective as of 1980.

B. All permanent employees on full-time, 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 calendar year, shall be granted full vacation coverage.

F. Whenever a permanent employee dies, having earned annual vacation leave, there shall be calculated and paid to 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 (1½) for that time.

the Chief Steward not later than five (5) working days 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 Chief Steward, the Local Union President and Council #73 Staff Representative shall be entitled to 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, only on cases of discipline or discharge, 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 service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The only grievance or disputes which may be submitted for binding arbitration shall be those arising out of discipline or discharge. 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

WORK UNIFORMS & ALLOWANCES

For the year 1984 a two hundred dollar (\$200.00) clothing allowance will be paid to every employee in the bargaining unit. If employee's service is less than full year the monies will be on a pro-rated basis. Effective January 1, 1985 each employee covered by this Agreement shall receive a two hundred fifty dollar (\$250.00) clothing allowance for 1985.

FOUL WEATHER

The City agrees to provide one (1) set of foul weather gear in each year of the contract. Employees will be allocated fifty dollars (\$50.00) per year for replacement sets. Uniforms must be worn. Failure to wear the uniform may result in disciplinary action.

ARTICLE 14

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 purposes 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 grievances and interpretation of this Agreement.

A written list of the Union officials and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any 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 15

BULLETIN BOARDS

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

ARTICLE 16

SICK LEAVE

- A. Sick leave is defined to mean any absence of an employee because of illness, exposure to contagious disease, attendance upon a member of his immediate family who is seriously ill and requires the care or attention of such employee, or quarantine mandated by a Local Board of Health.
- B. During the remainder of the calendar year in which an employee first becomes employed that employee will accumulate sick leave privileges as earned on the basis of one day per month of service or major fraction thereof. Employees beginning with their second calendar day of employment shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. This leave is credited in advance at the beginning of the year.
- C. An employee shall notify his immediate supervisor before the start of his regularly scheduled shift that the employee is going on sick leave. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted when an employee is absent four (4) or more consecutive sick leave days. The City may require medical proof of illness at any time where there appears to be an abuse of sick leave.
- D. Sick leave may be taken in less than full day periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered one-half ($\frac{1}{2}$) day, and an absence from work for four (4) hours or more shall be considered as one (1) full day.
- E. Sick days are credited in advance of expectation of continued employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of such time taken with the calendar year.

<u>Years of Service</u>	<u>Longevity Amount</u>
Forty (40) years of service	Fourteen and one-fourth percent (14¼%) of salary

The effective date of this longevity clause shall be by January 1, 1970.

For the purpose of determining longevity, an employee covered by this Agreement shall be eligible for a longevity payment commencing with the first full pay period following their anniversary date of their first five (5) years of employment and for the completion of each additional five (5) years. Years of service for purpose of longevity pay shall be computed to original date of employment, need not be continuous or consecutive, but calculated on total years in full pay status. Years of service will be computed on the basis of full time employment only.

ARTICLE 25

PERSONAL DAYS

All employees covered under this Agreement shall be entitled to two (2) days a year leave of absence with pay, for personal business for the year of 1982, and two (2) days for 1983.

No personal days can be accumulated.

Personal days shall not be taken in conjunction with vacation or sick leave and notification and request for personal days must be made forty-eight (48) hours in advance of taking them.

ARTICLE 26

SALARIES

All employees covered by this collective bargaining agreement shall receive the following salary adjustment for the year(s) 1984 and 1985.

Effective January 1, 1984, all employees covered by this agreement shall receive a six and three quarters percent (6 3/4) salary increase retroactive to January 1, 1984.

Effective January 1, 1985 employees covered by this agreement shall receive a seven and one half (7½) salary increase on their base salary.

ARTICLE 27

HEALTH AND LIFE INSURANCE BENEFITS

The City will provide life insurance on the life of each employee covered by this Agreement in the amount of at least \$2,000.00. In addition, the City will provide accidental death and disbursement insurance in the amount of at least \$2,000.00 on the life of each employee covered by this Agreement.

The group insurance policy presently maintained with Life Insurance Company will be continued, but the City reserves the right to change insurance carriers so long as substantially similar or better benefits are provided by any new carrier.

Health Insurance Major Medical increased from \$75,000 to \$250,000 per year and \$500,000 maximum per Life effective January 1, 1984.

The current dental plan shall be increased from seven hundred and fifty (\$750) allowable expenses to one thousand (\$1,000) allowable expenses effective January 1, 1984.

ARTICLE 28

RETIREMENT BENEFITS

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

Upon retirement, an employee will be paid for one of every two sick days that he/she has accumulated with a ceiling of 250 sick days paid for upon retirement during 1983 and a ceiling of 200 sick days paid for upon retirement during 1984.

ARTICLE 29

SAFETY AND HEALTH COMMITTEE

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

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

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

ARTICLE 30

PROBATION

All newly hired employees shall be subject to a four (4) month probationary period. The purpose of said probationary period is to enable the City to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The decision of the City regarding the termination of probationary employees shall not be subject to the Grievance Procedure.

ARTICLE 31

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 the Union President.

Any change in work rules and regulations shall be discussed with the Union prior to the implementation and shall be in accordance with the State of New Jersey Statutes.

ARTICLE 32

OUT OF TITLE WORK

Any employee when authorized by his immediate supervisor, performs work in a higher paid classification other than his own for at least four hours (4) or more then shall be paid at the rate of the higher classification.

ARTICLE 33

STAND-BY PAY

Employees of the Environment Protection Department (Electrician

and Lineman) when on stand-by will be guaranteed for the term of this contract the same pay arrangement that is presently in effect in the City of Perth Amboy, at a scale to be determined pro rata to any increase in general pay scale.

Employees of the Smith Street Water Department, when on stand-by shall be negotiated at a later date.

ARTICLE 34

REST PERIODS

Employees within this bargaining unit may take a rest period of not more than fifteen (15) minutes for each one-half (½) 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 35

ACCESS TO PERSONNEL 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 terms of this Agreement.

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 36

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 eight (8) members. The Union representatives shall be the four ranking officers of the local union, the Administration shall designate four members.

The Committee shall meet at the request of any of the parties within 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 5 days before scheduled meeting.

ARTICLE 37

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.

ARTICLE 38

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 and said application must be made within five (5) 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 39

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 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 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.

ARTICLE 40

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 41

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

TERMINATION

This Agreement shall be effective from 1-1-84 until 12-31-85 unless otherwise stated.

It can be automatically renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to 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

Lester Paliduro
President, Local 2633 AFSCME

Robert Taddio

Richard Tjeltu

George J. Alberty
City of
Perth Amboy

Mayor, City of Perth Amboy

January 11, 1984
DATED