

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MUNICIPAL EMPLOYEES UNION OF  
SOUTH AMBOY**

**AND**

**THE CITY OF SOUTH AMBOY**

**JULY 1, 2005 – JUNE 30, 2008**

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PREAMBLE

THIS AGREEMENT is effective retroactive to July 1, 2005, by and between THE CITY OF SOUTH AMBOY, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "City") and the MUNICIPAL EMPLOYEE'S UNION OF SOUTH AMBOY, (hereinafter referred to as "MEUSA"), and represents the complete and final understanding on all bargainable issues between the City and MEUSA and is designed to maintain and promote a harmonious relationship between the City and the employees who are represented by MEUSA in order that continued efficiency and excellence in service be rendered by the employees of the City of South Amboy. The term of this Agreement is from July 1, 2005 to June 30, 2008.

ARTICLE I. RECOGNITION

1. The City hereby recognizes MEUSA as the sole and exclusive representative of City employees in the Bargaining Unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of work, settlement of grievances and other mandatorily negotiable conditions of employment.

2. The Bargaining Unit shall consist of all regular blue and white collar employees of the City located in various departments, now employed and hereafter employed, but shall exclude, except as mutually agreed by the parties, professional, craft and supervisory (foreman and above) employees. In addition, it is understood that confidential employees, managerial executives, police, seasonal employees, casual employees, school crossing guards and those employees working twenty (20) or fewer hours per week (on the average in a 180-day period) or less than 12 months per year except for employees whose usual work schedule is 10 months per year, are excluded from the bargaining unit.

3. Except as currently the practice, confidential employees shall be defined to include the following positions in the Department of Administration and the Department of Finance in the City of South Amboy. For the purpose of this subsection the Division of Public Works shall not be considered part of the Department of Administration:

Administrative Secretary  
Confidential Secretary  
City Clerk  
Purchasing Assistant

Assistant Tax Collector  
Payroll Clerk  
Benefits Clerk  
Tax Collector

4. The City and MEUSA agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex or national origin.

5. The City and MEUSA agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, resign from or assist MEUSA or to refrain from any such activity. There shall be no discrimination by the City and MEUSA against any employee because of the employee's membership or non-membership, activity or non-activity in MEUSA.

6. The City and MEUSA agree that all provisions of this Agreement shall apply to the nurses hired and paid by the City of South Amboy for work in the City's parochial schools, except those provisions specifying otherwise. The City and MEUSA agree that due to the unique work schedule and working conditions of the nurses, that certain modifications and changes to the general provisions of this Agreement have been made and apply to the nurses. All such provisions are indicated and apply to all nurses hired by the City for work in the City's parochial schools.

ARTICLE II. MEDICAL BENEFITS

1. The City hereby agrees to assume full cost of providing the following medical benefits to the employees covered by this Agreement and their families:

(A) Hospitalization equivalent to Blue Cross 365, Blue Shield UCR and Rider J and/or optional HMO's; and

(B) Major Medical coverage equivalent to the previously in force expanded Connecticut General plan; the deductible on major medical coverage shall be as follows: \$250.00 per insured with a limit of \$500.00 per insured family.

(C) Dental insurance coverage equivalent to the previously in force dental plan:

Fee Schedule:	UCR
Deductible:	\$25.00 with \$75.00 per maximum aggregate per family per year
Basic & Prosthodontic Limit:	\$1,000.00
Orthodontic Maximum:	\$1,000.00
Basic Coinsurance:	80/20
Prosthodontic & Orthodontic Coinsurance:	50/50

(D) Prescription Plan coverage with the following deductible:

\$5.00 for generic prescriptions  
\$10.00 for name brand prescriptions

(E) The City may provide health and prescription drug insurance under the New Jersey State Health Benefits Program in satisfaction of paragraphs 1. 2. and 4. above.

2.A. Effective July 1, 2005, there shall be a two-tiered system for health insurance. All employees on the active payroll as of June 30, 2005 shall continue coverage pursuant to Article II, paragraph 1 above. All employees hired after July 1, 2005 shall receive health insurance coverage pursuant to Article II, paragraph 1 above for the employee only, for that employee's first six years of employment. Such new employee may purchase additional coverage (i.e. for spouse, children and/or family) at his/her own cost. After six years of employment, the City shall continue to provide full health coverage at no cost for the Tier-Two employee and shall pay 80% of the cost of coverage for any spouse or dependent coverage.

2.B. Upon retirement of an employee covered by this Agreement, the City shall continue to pay the cost of all medical coverages as set forth above for the employee and spouse for the life of the employee. Upon the employee's death, this benefit shall be conferred on the employee's spouse only, provided that the spouse does not have other available and substantially similar medical benefits and otherwise qualifies for coverage under the then existing health insurance plan.

2.C. Upon the death of an active employee covered by this Agreement and providing that the said employee has attained at least twelve and one-half (12 1/2) years of continuous service with the City, the City shall continue to pay the cost of all medical coverages set forth above, except for dental and prescription drug benefits,



for the employee's spouse and dependent children; provided they do not have other available, and substantially similar medical benefits and qualify for coverage under the then existing health insurance plan.

3. It is hereby agreed by MEUSA and the City that for all employees covered by this Agreement, with the exception of the nurses, the City may exercise its right to change insurance carriers so long as the coverages enumerated in this Agreement are maintained at their equivalent levels. It is hereby agreed by MEUSA and the City that for the nurses covered by this Agreement the City may exercise its right to change insurance carriers and coverages enumerated in this Agreement upon seven (7) days notice to the nurses and need not maintain the coverages enumerated in this Agreement at equivalent levels.

4. The City shall reimburse all bargaining unit employees for the purchase of prescription eyeglasses to the maximum of \$100.00 per year, per employee. No eyeglass reimbursement shall be due unless the request for same is accompanied by both a copy of the physician's eyeglass prescription, made out to the covered employee, and a receipt for the prescription eyeglasses.

5. The President of MEUSA shall be provided a full copy of each master insurance policy held by the City which concerns coverage of bargaining unit employees. Any amendments to such policies shall be provided the Union President within thirty (30) days of any

amendment. Any questions concerning coverage under these policies shall be directed to the MEUSA or the insurance carrier.

ARTICLE III. LIFE INSURANCE

1. The City hereby agrees to provide the following group term life insurance:

- A. Employees and retired employees below the age of 65 years - \$50,000.00 with a double indemnity benefit for accidental death.
- B. Employees and retired employees 65 years of age to 69 years of age - \$25,000.00 with a double indemnity benefit for accidental death.
- C. Employees and retired employees 70 years of age and older - \$2,500.00.

ARTICLE IV. CLOTHING AND SHOE ALLOWANCE

1. The City shall provide a payment of One Hundred Dollars (\$100.00) to a vendor of its choosing for any employee required by the City to wear steel tip safety shoes as a condition of employment.

Reimbursement shall be limited to no more than two (2) pair of safety shoes annually. The need to acquire the second pair of said shoes shall be at the sole discretion of the Superintendent of Public Work Employment. Employees abusing this provision shall be responsible for the entire cost of said replacement.

2. To the following full-time bargaining unit employees, the City shall pay for reimbursement for the purchase of work clothing, per year, the sum of Two Hundred Dollars (\$200.00):

Supervisors/Sewer  
Sewage Plant Operator  
Senior Sewer Repairer  
Sewer Repairers  
Supervisors/Water  
Chief Water Plan Operator  
Senior Water Repairers  
Water Meter Readers  
Water Treatment Plant Operators  
Senior Recreation Maintenance Workers  
Maintenance Repairers  
Equipment Operators  
Laborers  
Truck Drivers  
Heavy Equipment Operators  
Heavy Equipment Mechanics  
Millwright  
Senior Maintenance Repairer  
Supervising Laborer  
Motor Vehicle Operator for Elderly & Handicapped  
School Nurse  
Sanitary Worker  
Senior Water Treatment Plant Operator

ARTICLE V. HOLIDAYS

1. The City hereby grants to all employees covered by this Agreement with the exception of the nurses, fourteen (14) paid holidays, to be designated by ordinance by the City Council. It is hereby agreed that MEUSA may request of the City permission of the City to designate one (1) of these holidays as a floating holiday, to be taken at a later date in the same calendar year. MEUSA shall submit the request to the City no later than forty-five (45) days before the date of the holiday to be worked and the day to be taken off in lieu of the holiday worked. The City shall either accept or reject the request of MEUSA no later than fifteen (15) days before said dates.

2. It is specifically agreed that no employee covered by this Agreement shall be permitted to file against the City any action claiming monetary loss from said holiday exchange.

3. The nurses covered by this Agreement shall receive only those school holidays provided in accordance with the school calendar prepared by the school in which they are employed. They shall not receive any other holidays nor any holidays provided to other employees covered by this Agreement during the time school is not in session.

ARTICLE VI. SALARY

1. The City hereby agrees to grant to all full-time employees covered by this Agreement an increase in their base salary as follows:

Effective Date:	July 1, 2005 to June 30, 2006
Annual Salary:	3.5% of annual salary
Hourly Employee:	3.5% of hourly salary

Effective Date:	July 1, 2006 to June 30, 2007
Annual Salary:	3.5% of annual salary
Hourly Employee:	3.5% of hourly salary

Effective Date:	July 1, 2007 to June 30, 2008
Annual Salary:	3.5% of annual salary
Hourly Salary:	3.5% of hourly salary

All salary increases shall be fixed and calculated on July 1st of each year.

2. Part-time employees covered by this Agreement shall be granted increases in base salaries based on a pro-rated basis, utilizing the percentage of their time worked to a full-time position.

3. Titles within the bargaining unit and the appropriate starting and maximum salary are set forth in Schedule "A".

4. Active employees represented by the Association, shall be entitled to receive the negotiated salary increases/adjustments. Employees in good standing who left the City employ because of retirement, layoff or positive resignations, shall be entitled to a salary adjusted which shall be pro-rated consistent with the term of the prior Agreement and the term of the succeeding Agreement.

Example: An employee represented by the Association who left the City employ after July 1, 2005, would receive a pro-rated adjustment up to the date of his/her termination. If the termination resulted from "charges" brought against the employee and if the charges were sustained by the N.J. Department of Personnel, the employee would not be entitled to retroactive salary adjustments.

5. The N.J. Department of Personnel is in the process of reviewing employees' work duties and their civil service titles. The City and the employees will comply with the directives of the Department in placing employees in the correct civil service titles associated with their duties.

6. The City will continue the systematic approach to adjust the base salaries of those employees represented by MEUSA who are currently compensated at a salary level which is inconsistent with their years of service with the City. These adjustments will be applied yearly, in the month of January, and will occur during the term of the current contract. These adjustments will be made at the rate of one dollar (\$1.00) per wage hour, per year, unless an addition of one dollar will place the affected employee salary over the maximum allowable by that years salary ordinance. If such is the case, the increase will be the amount that will place the salary for that employee at the maximum in the salary ordinance for said position. Where several employees hold the same title, any employee with less time of service with the City shall not be compensated at a higher rate than the senior employee.

ARTICLE VII. MEAL TICKET

1. The City shall pay to each employee, over and above compensation for salary and wages, meal tickets at FIFTEEN DOLLARS (\$15.00) each, according to the following:

- A. For continuous work attached to a normal scheduled work day, not including normal meal breaks, one (1) meal ticket at the start of the third (3rd) overtime hour after the normal eight (8) hour day and one (1) every fourth (4th) overtime hour thereafter. To qualify, an employee must be on duty and assigned to work during the overtime hour in which the employee obtains the meal ticket.
- B. For call-in work not contiguous to a normal work day schedule, one (1) meal ticket at the start of the ninth (9th) overtime hour and one (1) meal ticket at the start of every fourth (4th) overtime hour thereafter.



ARTICLE VIII. PERSONAL DAYS

1. Each employee covered by this Agreement with the exception of the nurses shall be granted three (3) personal days. Prior notice and approval shall be required at least forty-eight (48) hours in advance and according to the regulations promulgated by the City. Personal days shall not be consecutively utilized in connection with any vacation or sick leave granted herein. Unused personal days shall not accumulate and will be forfeited as of the last day of every calendar year. One (1) personal day shall be charged for each day or part of the day utilized. Except in extreme emergencies, no personal days shall be permitted on holidays, weekends or in periods of time when the City determines that it has insufficient manpower to permit the granting of said request for personal days. In the event that the notice provisions cannot be met, the City agrees to consider shorter notice, provided that the City is notified by the employee when the employee learns of the need to utilize a personal day. The nurses covered by this Agreement shall not receive any personal days.

ARTICLE IX. VACATION

1. Employees covered by this Agreement, with the exception of the nurses, shall be entitled to the following annual vacation schedule:

Less than one (1) year	One (1) working day per month
One (1) to five (5) years	Twelve (12) working days per year
Six (6) to Ten (10) years	Fifteen (15) working days per year
Eleven (11) to Fifteen (15) years	Twenty (20) working days per year
Sixteen (16) to Twenty (20) year	Twenty-five (25) working days per year
Twenty-one (21) years and over	Thirty (30) working days per year

2. Part-time employees covered by this Agreement shall be entitled to pro-rated vacation leave, based upon their part-time working day, in accordance with the above schedule.

3. Employees are permitted to accumulate no more than ten (10) vacation days at any one time, and then only with the written permission of their Department Head.

4. The nurses covered by this Agreement shall be entitled to vacation in accordance with the vacation schedule set by the school in which they work. They shall receive no other vacation time.

ARTICLE X. OVERTIME

1. All employees who are covered by this Agreement with the exception of the nurses, shall receive overtime pay for all time worked over the standard schedule. Payment for hours worked in excess of forty (40) hours per week shall be at one and one-half (1-1/2) times the individual hourly rate. Payment for hours worked in excess of sixteen (16) hours per day, or for work performed on the seventh (7th) consecutive working day, shall be at two times the hourly rate. If the employee is paid other than on an hourly basis, the hourly salary shall be determined by dividing compensation authorized as if said employee was employed for 2,080 hours per year. For purposes of overtime payment, hours worked shall have been actual hours worked. The nurses covered by this Agreement shall receive overtime at the rate of time and one-half for all hours over 2,080 worked in a calendar year.

2. Overtime rates shall be paid for all hours worked on the sixth or seventh day of the employee's work week.

3. When an employee covered by this Agreement is called in to work during a period not contiguous with the normal work schedule, the City of South Amboy shall pay said employee for a minimum of four (4) hours of work at the applicable overtime rate, provided that said

employee remains on duty for the four (4) hour period. Should the employee leave duty voluntarily, the employee shall be compensated only for the hours worked. It shall be the responsibility of the City Supervisory Staff to have assignments available for the full period worked.

4. Beginning on July 1, 2003, the City will pay overtime at the rate of 2 1/2 times the individual's hourly rate to an employee required to work for more than twenty-four (24) continuous hours.

ARTICLE XII. DISABILITY

1. If a bargaining unit employee, with the exception of the nurses, is totally disabled and unable to perform his or her normal duties of employment, or other employment offered by the City, as a result of an accident or condition not arising out of and in the course of his or her employment with the City, the City shall pay to the disabled employee his or her regular base pay for a maximum period of thirty-two (32) working days; and during total disability (provided that the disabled employee has exhausted all sick leave), personal days and vacation benefits, under this Agreement. The nurses shall not be entitled to any disability pursuant to the terms of this Article. The City and MEUSA agree that the disability payment provided for by this Article is available to each employee covered by this Article only once during the course of the employee's employment with the City.

ARTICLE XI. LONGEVITY

1. The City shall pay to all bargaining unit employees, with the exception of the nurses, longevity increments as set forth below, in addition to their regular salaries:

<u>AMOUNT</u>	<u>LENGTH OF SERVICE</u>
2% of Base Annual Salary	After 05 years' continuous service
4% of Base Annual Salary	After 10 years' continuous service
6% of Base Annual Salary	After 15 years' continuous service
8% of Base Annual Salary	After 20 years' continuous service
10% of Base Annual Salary	After 25 years' continuous service

The eligibility periods for all longevity benefits commence on January 1, 1988 for all bargaining unit employees, regardless of years of service prior to the date hereof. Thus, no longevity benefit could accrue for any employee until January 2, 1993, or five (5) years after January 1, 1988. For the purposes of this Article, only, "continuous years of service" (to calculate the rate of longevity benefits) commence on January 1, 1998, despite actual years of service. Thus, an employee with ten (10) years of service as of January 1, 1988 would obtain the two percent (2%) benefit as of January 2, 1993. The nurses covered by this Agreement shall not be entitled to any longevity payment.

Longevity shall be fixed and calculated on January 1st of each year.

ARTICLE XIII. COMPENSATION FOR TEMPORARY ASSIGNMENT

1. The City hereby agrees to recognize that if any employee is temporarily assigned to a higher job classification, the employee shall be entitled to be compensated at the upgraded salary for the amount of time he/she works in the higher job classification. No upgrade compensation shall be required if the employee performs said upgraded duties on an incidental basis, such as driving a vehicle from one location to another to arrive at a job site.

2. The City hereby agrees to recognize that if any employee is temporarily assigned to a lower paying job classification, the employee shall be entitled to be compensated at his or her regular rate as opposed to the rate of the lower paying job.

ARTICLE XIV. TERMINAL LEAVE

1. Upon retirement, the City agrees to compensate employees covered by this Agreement for whom sick leave records have been maintained over their period of employment, with the exception of the nurses, one (1) day's current salary for each two (2) days of accumulated unused sick leave, subject to a maximum lump sum payment not to exceed \$15,000.00. Upon retirement, the City agrees to compensate to nurses covered by this Agreement, for whom sick leave records have been maintained over their period of employment, one (1) day's current salary for each three (3) days of accumulated unused sick leave, subject to a maximum lump sum payment not to exceed \$15,000.00.

2. Upon retirement, the City agrees to compensate nurses covered by this Agreement, for whom sick leave records have not been maintained over their period of employment, one day's current salary for each two days of 65% of the total possible accumulated unused sick leave that could have been earned during their City employment, subject to a maximum lump sum payment not to exceed \$6,000.00.

3. Sick Leave.

A. Sick Leave shall mean absence from duty of any employee because of personal disability due to illness or because he or she has been excluded from their post or duty by a medical doctor because of a contagious disease or of being quarantined for such a disease in their immediate household.



- B. Employees, except for nurses, shall be allowed 15 sick days per calendar year to be pro-rated for new employees at a rate of 1-1/4 days per month during their first calendar year of employment.
- C. Nurses shall be allowed 9 sick days per calendar year to be pro-rated for new employees at a rate of 1-1/4 days per month during their first school year of employment.
- D. If an employee does not use the allotted days of sick leave in any one (1) calendar year, he or she may be allowed to accumulate all of the unused portion without limit.
- E. All employees are required to obtain a physician's certificate of illness on absences of three or more days and on every seventh (7th) day and must have a doctor's certificate of ability to work before returning to work at the employee's expense.
- F. Sick leave shall not be used for any other purpose.
- G. If an employee cannot come to work he or she must notify the City Business Administrator's office as soon as possible after notifying their supervisor.

ARTICLE XIV - A  
DEATH BENEFIT/ACTIVE EMPLOYEE

If a City employee, represented by the bargaining unit, dies while actively employed by the City, said employee's spouse/estate shall receive a lump sum payment from the City for accumulated leave within 30 days of the death of the employee.

Said payment shall not exceed \$15,000.00 and shall be based on the formula established in Article XIV of the Collective Bargaining Agreement (Terminal Leave).

ARTICLE XV. UNION PRESIDENT

1. The Union President shall be entitled to a total of forty (40) hours in the aggregate to be released from work without loss of pay to attend to union affairs. Records of such time shall be maintained. This time shall be in addition to that time scheduled by mutual agreement of the parties for attendance at meetings, conferences and negotiations and in addition to that time provided pursuant to the grievance procedure for attendance as a representative at grievance hearings.

It is agreed by the City and MEUSA that the Union President shall meet with the nurses only during hours which fall outside the regularly scheduled hours of work for the nurses. It is also agreed by the City and MEUSA that if one of the nurses covered by this Agreement serves in the position of Union President he/she shall not be entitled to the forty (40) hours of release time provided for herein. In addition, if a nurse serves in the position of Union President he/she shall conduct all Union business outside his/her regular work hours.

ARTICLE XVI. MEDICAL EXAMINATIONS AND COMMERCIAL DRIVER'S LICENSE

A. Medical Examinations:

1. The City may provide a medical examination to each full time employee covered by this Agreement. Each existing employee or new employee hired or existing employee who is rehired after termination of more than fourteen (14) days shall be required, as a condition of employment, to pass a medical examination. Such examination shall be conducted by a physician licensed to practice in the State of New Jersey or in a hospital accredited by and/or licensed to operate in the State of New Jersey as determined by the City of South Amboy. The results of said examination shall be made available to the employee and the City.

2. The City, as a minimum may provide the medical examination as follows:

- A. New hires - before date of hire;
- B. Up to thirty-nine years old on January 1st of the year in question - every two (2) years;
- C. Over forty (40) years old on January 1st of the year in question - every year.

3. When making appointments for a medical examination the employee, in the first instance, shall present his City sponsored Health Insurance Identification Card, in an attempt to have the insurance provider assume the cost of said physical examination.

In the event that the Health Insurance Company pays a portion of the cost, the City will pay the difference between that amount remitted by the Health Insurance Company and the cost of the physical examination. If the "claim" is denied by the Health Insurance Company, the City will assume the cost of the physical examination.

4. The employee shall be permitted time off during the work day for an authorized medical examination, subject to the approval of the employee's supervisor.

B. Commercial Driver's License:

If an employee requires a New Jersey Commercial Driver's License ("CDL"), as a condition of his/her job with the City, then, the City will permit time off during the work day for the employee to qualify and obtain the CDL, which time off shall not exceed, in total, 7.5 hours in any one year, and shall be subject to the approval of the employee's supervisor.

ARTICLE XVII. GRIEVANCE PROCEDURE AND ARBITRATION

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

Grievance Procedure and Arbitration

A. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinances and/or statute which actually affects working conditions.

B. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue, or controversy or dispute, or application, as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable employee.

C. Grievances, disputes or controversies which may arise shall be resolved in the following manner:

1. A written grievance shall meet the following specifications:

(a) It shall be specific.

(b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.

(c) It shall specify the section of the Agreement, or rule, or regulation, or statute, or ordinance, which has been allegedly violated, misapplied, or as to which the dispute arises.

(d) It shall state the relief requested.

(e) It shall contain the date of the alleged dispute, controversy or issue.

(f) It shall be signed by the grievant.

2. Times, as indicated, exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

3. The "Step Procedure" will be as follows:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew, or should have known, of its existence, the aggrieved employee shall discuss his/her complaint with his/her immediate supervisor. For the purposes of this provision, the Business Administrator is deemed to be the immediate supervisor for the nurses covered by this Agreement. While this grievance procedure shall not preclude school nurses from informally resolving a grievance with their Business Administrator. The complaint shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved, and submitted to the immediate supervisor at Step One. In no event shall a grievance be initiated more than twenty (20) calendar days after its occurrence, or more than twenty (20) calendar days after the grievant first knew, or should have known of its existence. The supervisor shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of the

submission. The time limit in preparing a written grievance, or written response, may be waived by mutual agreement. In the event the supervisor is the department head, the grievance shall commence at Step Two.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, the grievance shall then be submitted, in writing, by the grievant, the department head (with a copy to the City Administrator). The department head shall submit his answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual agreement. For the purposes of this provision, the Department Head for the nurses is deemed to be the Business Administrator.

Step Three: In the event the grievance shall not have been resolved at Step Two, or if no written response from the department head is received by the grievant, then the grievance shall be submitted to the City Business Administrator by the grievant. The City Administrator shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days, to the grievant, the department head, and attorney or representative of the grievant, (if any).

1. Any employer grievance will be filed with the Union President at Step Three. The Union President shall respond, in writing, within seven (7) calendar days, to the City Administrator. The times indicated may be extended by mutual agreement.



2. Following the submission of the City Administrator's written answer, or the Union President's (as also indicated in Step Three for employer grievances) matter which are unresolved shall be discussed at a meeting between the parties, during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Step Four: If a grievance has not been resolved at Step Three, then the Union shall have the right to present to the City Council the reasons for hearing the grievance. The City Council shall retain the right to waive this step of the grievance procedure, and the Union can proceed to Arbitration. If the City Council chooses to hear the grievance, then the City Council shall schedule and hold a plenary hearing within twenty-one (21) days of the receipt of the grievance from the City Council. The City Council shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The City Council shall notify all parties of the date, time and place of the hearing, within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement. All decisions of the City Council shall be a majority vote.

Step Five: In the event the grievance shall not have been resolved at Step Four, and in the event of an employer grievance at Step Three, then the grievant may seek relief at arbitration as herein

specified, except that in all matters involving Federal or State constitutional issues or civil rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the courts. In all respects the initiation of binding arbitration or court process shall begin within forty-five (45) days after receipt of a written resolution from the City Council, which Resolution shall embody the decision of the Council.

4. Arbitration:

(a) Arbitration requests shall be directed to the Public Employment Relations Commission, subject to the rules then existing of such agency. The aggrieved party shall send the other party a copy of his request. The request shall specify the particulars of the grievance and the Agreement provision(s) allegedly violated.

(b) The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

(c) The arbitrator shall hold the hearing at a time and place convenient to the parties. The arbitrator shall issue his decision within twenty-one (21) days after the close of the hearing. The decision of the arbitrator shall be served upon the employee aggrieved, the employee's representative, the City Administrator and the Union, in writing.

In the event a disagreement exists regarding whether an issue is arbitrable, the arbitrator shall make a preliminary

determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a preliminary determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

(d) Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed as to limit the submission of proofs by the parties.

(e) An arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this Agreement, or the laws of the State of New Jersey, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching a determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement, except as provided within the Agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of the terms of

this Agreement or to limit or impair any right that is reserved to the City or the Union or employee, or to establish or change any wage or rate of pay that has been agreed to in this Agreement, except where the arbitrator finds that a clause in this Agreement is illegal or unconstitutional.

(f) The decision of the arbitrator is final and binding upon both parties in those instances wherein the grievance arises from any issue involving the interpretation, application or violations (alleged or otherwise) of any provision of this Agreement and in all such instances the grievance shall be considered permanently resolved. In all other instances the decision of the arbitrator shall be advisory only.

(g) The expense of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

(h) If the Public Employment Relations Commission is abolished, or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method of choosing an arbitrator.

5. General Provisions and Exceptions to the Grievance Procedure:

(a) No grievance settlement reached under the terms of the Agreement shall add to, subtract from, or modify the terms of the Agreement.

(b) Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the City and the Union.

(c) Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

(d) The aggrieved employee and his designated employee representative shall be allowed time off without loss of pay as may be required for appearance at a hearing of the employee's grievance scheduled during working hours.

(e) Where the employee or the Union request employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the appearance as required, if during his normal scheduled working hours. the witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.

(f) The City agrees to make available to the Union all public information concerning the City, together with information which may be necessary to process any grievance or complaint.

ARTICLE XVIII. MANAGEMENT OF CITY AFFAIRS

1. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and the United States, including, but not limited to, all rights established under the New Jersey Civil Service Act, N.J.S.A. 11A-1, et seq. and the regulations adopted pursuant to the Act.

ARTICLE XIX. STRIKES AND OTHER JOB ACTIONS

1. The City and MEUSA recognize and acknowledge existing law and court decisions in the State of New Jersey relating to the rights of public employees to strike or to take other concerted action designed to illegally obstruct or disable the proper functions of the City of South Amboy, and employees agree to be bound by all such laws as they now exist or as they may be modified or amended from time to time. It is further stipulated that in the event of a strike or other concerted action directed to obstruct or disable proper functions of the City, that the City shall have the option, at its sole discretion, to seek relief, including, but not limited to, obtaining an injunction against such action under applicable laws, initiating suit to enforce the provision of this Agreement or to recover damages and additional costs incurred from MEUSA or the employees individually.

ARTICLE XX. JOB POSTING

1. When an opening occurs in a job classification or when a new job is created, information regarding the opening will be posted in all departments for one consecutive week, during which an employee shall submit his application, in writing, for such job opening or new employment position. Any opening or new job classification will be filled and/or awarded in accordance with the Civil Service Law of the State of New Jersey.



ARTICLE XXI. MINOR DISCIPLINE

1. The City will wait 24 hours from the time of an alleged infraction prior to deciding whether to institute a minor disciplinary action, as defined by N.J. Department of Personnel Regulations, against bargaining unit members, to provide the City sufficient time to properly evaluate available information pertaining to the alleged infraction.

ARTICLE XXII. NOTICE OF LAYOFF

1. The City agrees to immediately inform the Union, in writing, of layoffs, whether temporary or permanent, or the elimination of any employment positions covered pursuant to this Agreement. All layoffs and elimination of job positions made in accordance with the State Civil Service Laws are to be implemented immediately upon the City's receipt of the written determination of the rights of the affected employees from the New Jersey Department of Personnel. the City agrees to furnish and provide to the Union copies of all correspondence which it directs to the New Jersey Department of Personnel regarding layoff, promotions, and the elimination of job positions. The City further agrees to immediately furnish to the Union copies of all correspondence received from the New Jersey Department of Personnel in response to its communications.

ARTICLE XXIV. FUNERAL LEAVE

1. In addition to the leave currently established by City ordinances, it is agreed that one (1) day of leave with pay will be provided to attend the funeral of an aunt or uncle.

ARTICLE XXV. GENERAL PROVISIONS

1. The provisions of this Agreement shall be subject to and not annul or modify existing applicable provisions of Federal, State and Local Laws and Ordinances, except as limited by the terms of this Agreement, or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby. If any provision of the Agreement shall be judged invalid either by court decree or by decision of an administrative tribunal, such adjudications shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

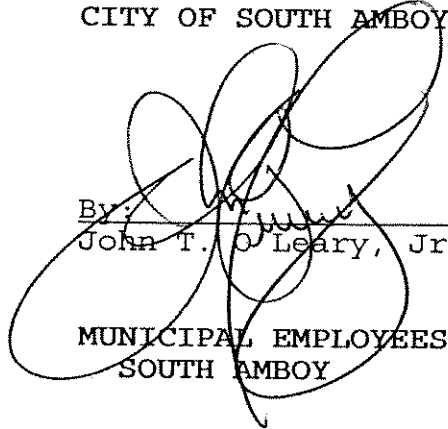
2. This Agreement shall be in full force and effect as of July 1, 2002 and shall remain in effect to and including June 30, 2005, provided, however, that all rights and privileges conferred to the parties herein shall continue until such time as a successor agreement is negotiated or implemented pending impasse. This Agreement shall continue in full force and effect from year to year, thereafter, unless one party or the other gives notice, in writing, no later than one hundred fifty (150) days prior to the budget submission date in the year of the expiration of this Agreement, of a desire to change or modify the Agreement.

3. If this Agreement is executed after July 1, 2005, base salary increases due herein shall be paid on a lump sum retroactive basis from the dates specified herein after said Agreement has been ratified, both parties have executed the written Agreement, and the required salary ordinance has been adopted by the City Council. Base salary increases due after the above specified date shall be paid in the normal bi-weekly payroll disbursements. Increase in all other benefits, allowances, leaves, etc., shall be effective on the first day of the month after the above specified date of adoption by the City.

ATTEST:


  
Kathleen Vigilante, City Clerk

CITY OF SOUTH AMBOY

  
By: \_\_\_\_\_  
John T. O'Leary, Jr., Mayor

MUNICIPAL EMPLOYEES UNION OF  
SOUTH AMBOY

ATTEST:

\_\_\_\_\_  
By:   
President