

AGREEMENT

BETWEEN

Perth Amboy
CITY OF PERTH AMBOY

MIDDLESEX COUNTY, NEW JERSEY

And

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
Local 2633 (Department of Public Works,
Parks, Building and Grounds, Equipment
and Maintenance, Electrical Bureau,
Department of Water and Sewerage).

X January 1, 1980 December 31, 1981

PREAMBLE

This agreement, effective this 1st day of January 1979 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 I - Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission, Docket Nos. RO-501 and RO-598, 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)

Garage Attendent

Guard, Public Property

Laboratory Technician & Sewerage

Plant Operator

Lineman

Maintenance Repairer (Light Equipment)

Mechanic Helper

Sanitation Worker

Senior Maintenance Repairer

Senior Water Treatment Plant Operator

Sewer Plant Repairer

Sewer Equipment Operator

Storekeeper

Traffic Maintenance Repairer

Building Service Worker

Equipment Operator

Filter Operator

Groundskeeper

Hydrant & Valve Inspector

Senior Electrician

Laborer

Maintenance Repairer

Mechanic

Park Guard

Senior Groundskeeper

Senior Water Repairer

Senior Water Treatment Plant Repairer

Sewerage Plant Operator

Stock Clerk

Street Sweeper

Tree Climber

Tree Trimmer
Truck Driver I
Trucker Driver II
Water Meter Reader
Water Meter Repairer
Water Repairer
Water Reservoir Attendant
Water Treatment Plant Operator
Water Treatment Plant Repairer

Nothing herein shall preclude the parties from mutually agreeing to make adjustments in the above list of titles, as is appropriate.

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 terms 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 are 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 transmitted to the Union office by the end of the next month, following the monthly pay period in which deductions 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.

C. The Union will provide the necessary checkoff authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated City Officials, as provided in N.J.S.A. 52:14-15.9(e), as amended. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

ARTICLE 6

HOURS OF WORKS

A. The work week for the Department of Public Works, Parks, Buildings and Grounds, Equipment and Maintenance, Department of Code Enforcement, 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 five (5) consecutive days, Monday through Friday, and 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 the 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 the employees regular rate of pay shall be paid for work under any of the following conditions effective January 1, 1977:

- A. Weekly - all work performed in excess of the daily work week.
- B. All work performed on the sixth (6) workday of any work week, sick time and vacation will be construed as days worked.
- C. All work performed on a holiday shall be paid at time and one half plus the holiday pay.
- D. For employees in continuous operations, all work performed on days scheduled as non-working days on the work schedule.
- E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holidays, such holiday shall be considered as a day worked for the purpose of computing overtime.
- F. All work performed on the seventh (7th) consecutive workday shall be paid at the rate of time and one half. (Employees absent due to excused sick, vacation or a holiday will have this time credited as time worked.)
- G. Time and one half 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 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 that case the Administration will make provisions for a meal of at least \$ 3.00.

ARTICLE 9
CALL BACK PAY

Any employee who is requested and returns to work during periods other than their regularly scheduled shift, shall be guaranteed three (3) hours pay which will be paid at time and one half 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 require two (2) hours or less said employee will be paid a minimum of three (3) hours at the overtime rate.

Call in prior to scheduled work periods shall be considered "call back" time regardless of whether the work assignment overlaps with regularly scheduled shift.

ARTICLE 10
HOLIDAYS

- A. The following days are designated as paid holidays by the City:
- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Washington's Birthday | Columbus Day |
| Lincoln's Birthday | General Election Day |
| Martin Luther King Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| July Fourth | Christmas Day |
| 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.

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

File

ARTICLE II
Vacations

- A. Employees covered by this agreement shall be entitled to an annual paid vacation to be taken in accordance with Department regulations, in accordance with the following schedule:

Years of Full Time
Employment with the City

Vacation Days

1st year of employment

One (1) working day per month of service

After 1st year thru five (5) years

Thirteen (13) working days

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 for that time.

GRIEVANCE PROCEDURE

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 or violation of any term of this Agreement: A grievance must be instituted within ten (10) working days of the occurrence of the event being grieved. Failure to act within the ten 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 supervisor or foreman, 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 in writing and submitted to the Department Superintendent who will arrange a meeting with the employee and the Local Union Steward not later than five (5) working days to attempt to resolve the grievance. If no decision is rendered or no meetings 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) 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 Union, Steward, and 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 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 Employees 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 grievances 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.

WORK UNIFORMS AND ALLOWANCE

For the year 1980-1981, a One Hundred Fifty Dollar (\$150.00) 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.

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.

no leave of absence shall be given if the employee has accumulated unused vacation time to his credit; nor shall any benefits accrue to the credit of the employee during the period of said leave. The date by which time the employee shall be eligible to earn an increment shall be adjusted by the number of days of the leave.

ARTICLE 18

INJURY LEAVE

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period not to exceed ninety (90) 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 ninety (90) calendar days, the City will no longer be obligated to pay out any supplement to Workmen's Compensation.

B. For so long a period as the employee continues to collect Workmen's Compensation Insurance, the employee shall remain on injury leave status, and during said period no charge shall be made against other leave to which employee would otherwise be entitled.

ARTICLE 19

MATERNITY LEAVE

A. All pregnant employees may apply for leave of absence without pay.

1. Such pregnant employees shall notify the Business Administrator of the fact of their pregnancy as soon as said fact becomes medically confirmed, but in no event later than the end of the fourth (4th) month of pregnancy. The employee shall also notify the Business Administrator of the anticipated date of delivery.

set forth the date she wishes to commence said leave. The City expects that said pregnancy leave shall commence no later than the start of the eighth (8th) month of pregnancy, unless the employee presents an opinion from her physician in attendance stating that she is capable of continuing her employment until such time as may be certified by her physician to be safe. If the City should question the opinion rendered by the employee's physician, then the employee may be required to submit to an examination by a physician designated by the City. In the event that a difference of opinion develops between the aforementioned two (2) physicians, then those two (2) physicians shall designate a third (3rd) physician to make an examination of the employee regarding her physical capacity to continue employment.

3. A pregnancy leave shall be terminated no later than ten (10) days following the date of the delivery of the child, unless the physician of the employee shall certify that a further period of recuperation is required by the employee, in which event the pregnancy leave shall be continued for such additional period of time as shall be deemed necessary by the physician in attendance of the employee, but not beyond one (1) calendar year of the delivery of the child. In no event shall an employee be permitted to return to full-time duty following a pregnancy leave, unless she produces a statement from her physician in attendance that she is physically able to return to full-time duty.

ARTICLE 20

BEREAVEMENT LEAVE

A. All employees covered by this Agreement shall be entitled to five (5) working days leave without loss in pay when a death occurs in the employee's immediate family. For the purpose of this Article the term "immediate family" is defined to mean husband, wife, child, parent, brother or sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any other relative living in the household of the employee.

B. All employees covered by this Agreement shall be entitled to one (1) day leave without loss in pay to attend the funeral of anyone in the non-immediate family. For the purposes of this Article the term "non-immediate family" is defined to mean grandparent, grandchild, aunt, uncle, niece or nephew, brother-in-law or sister-in-law.

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

ARTICLE 21

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 payments 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 or required jury duty shall not be deemed as voluntary. It is further understood that this clause shall apply to the usual two-week petit jury term and the usual grand jury term. If, however,

an employee is required to remain after the prescribed period of service, he shall be paid therefore in accordance with the other terms hereof.

ARTICLE 22

MILITARY LEAVE

A. Any full-time employee covered by this Agreement who is a member of the United States Reserves, or a State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State law. The employee shall be paid the difference between his regular City salary and his military pay, if the military pay is less than his regular gross City pay for the period of military leave. Taking of military leave shall not reduce any other leave earned by the employee.

B. The provisions of this Article shall not apply to any employee who is drafted into, or volunteers for service in the Armed Service of the United States.

ARTICLE 23

CONVENTION LEAVES

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, International Convention. Said leave of absence shall not exceed five (5) days for any employee, nor shall the number of people so authorized exceed three (3) in number. The City shall approve the application for leave of absence submitted by said duly authorized delegate, so long as the efficient operation of the City permits. Proof of

tendance by the employee at the convention shall, upon request, be submitted by the employee to the City.

ARTICLE 24'

LONGEVITY

Employees covered by this Agreement shall receive, in addition to the salary provided in Appendix A attached hereto and in accordance with the following schedule, longevity as follows:

<u>Years of Service</u>	<u>Longevity Amount</u>
Five (5) Years of Service	Two Percent (2%) of Salary
Ten (10) Years of Service	Three and Three-Fourths per cent (3 3/4%) of Salary
Fifteen (15) Years of Service	Five and one-half percent (5 1/2%) of Salary
Twenty (20) Years of Service	Seven and one-fourth percent (7 1/4%) of Salary
Twenty-Five (25) Years of Service	Nine Percent (9%) of Salary
Thirty (30) Years of Service	Ten and three-fourths percent (10 3/4%) of Salary
Thirty-Five (35) Years of Service	Twelve and one-half percent (12 1/2%) of Salary
Forty (40) Years of Service	Fourteen and one-fourth percent (14 1/4%) of Salary

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

ARTICLE 25

PERSONAL DAYS ,

- A. All employees covered under this Agreement shall be entitled to two (2) days a year leave of absence with pay, for personal business for the year of 1980, and two (2) days for 1981.
- B. No personal days can be accumulated.
- C. Personal days shall not be taken in conjunction with vacation or sick leave and notification and request for personal days must be made forty-eight (48) hours in advance of taking them.

ARTICLE 26

SALARIES

Salaries

All employees covered by this Agreement shall receive the following salary adjustment for the years 1980-1981:

	<u>1980</u>	<u>1981</u>
Step (1)	\$1000.00	\$1200.00
Step (2)	\$1000.00	\$1200.00
Step (3)	\$1000.00	\$1200.00
Step (4)	\$1000.00	\$1200.00

These rates shall take effect January 1, 1980.

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 dismemberment 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 \$ 50,000. to \$75,000. as of July 1, 1979.

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.

ARTICLE 29

SAFETY AND HEALTH COMMITTEE

A. 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.

B. 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 member 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.

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 Environmental 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 (1/2) day of work at times scheduled by the immediate supervisor. A REST PERIOD MAY NOT BE USED TO COVER AN EMPLOYEE'S LATE ARRIVAL TO WORK OR EARLY DEPARTURE, NOR MAY IT BE REGARDED AS ACCUMULATIVE IF NOT TAKEN.

ARTICLE 35

ACCESS TO PERSONNEL FILES

A. An employee shall within five (5) working days of a written request to the Personnel Department, have an opportunity to review his or her personal folder in the presence of an appropriate officer of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the City during the term of this Agreement.

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

B. Each regular written evaluation of work shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

ARTICLE 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 involved at times mutually agreeable to all parties.

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 or her.

ARTICLE 38

JOB POSTING

1. Existing or planned job vacancies will be posted on the bulletin boards. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application and said application must be made within five working days of posting. A copy of the posting will be given to the Union president.

Members of the bargaining unit who are applicants for opening 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 negotiations. During the terms of this Agreement, neither party will be required

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 January 1, 1980 until December 31, 1981, unless otherwise stated.

It can be automatically renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to December 31, 1981, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to December 31, 1981.

Richard E. [Signature]
PRESIDENT OF LOCAL 2633, AFSCME
Edward [Signature]

John J. Killeen
PRESIDENT OF COUNCIL, CITY OF
PERTH AMBOY

[Signature]
[Signature] Co. 73 AFSCME

[Signature]
MAYOR CITY OF PERTH AMBOY

Joseph A. [Signature]