

City of Trenton



COLLECTIVE BARGAINING AGREEMENT

January 1, 2014 - December 31, 2018

BETWEEN THE CITY OF TRENTON

AND

TRENTON, NEW JERSEY SUPERVISORY EMPLOYEES, LOCAL
#2281, AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

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CITY OF TRENTON, a municipality in the County of Mercer, State of New Jersey, hereinafter

referred to as "the City," and:

TRENTON, NEW JERSEY SUPERVISORY EMPLOYEES, LOCAL #2281, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of establishing conditions under which employees shall be employed to work for the City, and procedures for the presentation and resolution of grievances and to establish proper working conditions, and other conditions of employment thereby ensuring harmonious relations, cooperation and understanding between the City ("City" or "Employer") and the Union.

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the City of Trenton, and,

WHEREAS, it is the intention of this agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of the employees covered by this agreement, to prevent interruptions of work and interference with the efficient operations of the City and to provide an orderly and prompt method of handling and processing grievances;

NOW THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Union as follows:

**ARTICLE I
RECOGNITION**

Section 1.01 Exclusive Bargaining Unit

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

Section 1.02 Bargaining Employees Excused from Work Assignment

Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments provided that no more than five (5) employees shall be excused for any bargaining session.

Section 1.03 Meet to Review CBA

The City and the Union shall meet periodically for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise there from. Either party may request such a meeting and shall submit a written agenda of topics to be discussed at least one (1) week prior to such meeting. If such meetings are held during normal work hours, the Union representatives shall be granted time off to attend without loss of pay.

ARTICLE II DEDUCTION OF DUES

Section 2.01 Deduction of Union Dues

The City agrees to deduct Union dues, through a Union check off system, from the pay of the Union members, and to remit such deductions to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing thirty (30) days prior to any change in such dues. The Union agrees to file a dues deduction authorization form with the City for each employee, prior to such deductions. The Union recognizes that this authorization form shall remain in effect unless terminated by the employee upon written notice of withdrawal or by termination of their employment. The filing or withdrawal must be submitted during the period of July 1st through July 15th for the withdrawal to be effective.

Section 2.02 Reimbursement by City

The employer agrees that it will reimburse the Union for any dues not deducted from the employee's check, unless such notice of withdrawal is received or said employee is terminated from the Employer's service.

Section 2.03 List of Union Members

The Employer agrees to provide the Union with the names, titles, and work locations of any employees entering the bargaining unit, whether through promotion or through being newly hired.

Section 2.04 Representation Fee

Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the union within thirty (30) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the

Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the 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 re-appointed 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 reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE III MANAGEMENT RIGHTS

Section 3.01 Management Rights

The employees recognize that areas of responsibility must be reserved to the City to service the public effectively. Therefore, the right to manage the affairs of the City and to direct the working forces and operations of the City, subject to the limitations of this Agreement, is vested and retained by the City exclusively.

Section 3.02 Additional Management Rights

The management and the conduct of the business of the City and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the limitations of this Agreement, to hire employees, to designate into a job classification, assign, transfer, and promote them, discipline or discharge them for cause, and in general to maintain discipline, order and efficiency consistent with the Rules and Regulations of the Department of Civil Service.

ARTICLE IV GRIEVANCE PROCEDURE

Section 4.01 Grievance Procedure

Any grievance or dispute which may arise between the parties including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner.

STEP 1. The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. The discussion and resolution of grievances at the first step shall be on an oral and informal basis. The employee's supervisor shall attempt to adjust the matter and shall respond to the Steward within two (2) working days.

STEP 2. If the grievance has not been settled it shall be presented in writing by the Union Steward within three (3) working days of the disposition by the employee's immediate supervisor to the Division Director or equivalent. The Division Director shall investigate the grievance and shall dispose of it within three (3) working days. If the employee or Union Steward does not receive a written reply within these three (3) working days or if he is not satisfied with the disposition of his grievance, he shall continue on to step three.

STEP 3. If the grievance shall remain unadjusted, it shall be presented by the Union President or his representative to the Department Director, in writing, within five (5) working days after the response of the Division Director is due. The Department Director shall respond to the Union President or his representative within five (5) working days after the receipt of the grievance.

STEP 4. If the grievance is still unadjusted or the Union and employee are not satisfied with the disposition of his grievance; he shall within three (3) working days of receipt of the Department Director's response present his grievance in writing to the Business Administrator.

. Within five (5) working days of receipt of a grievance, the Business Administrator shall provide a response. All grievances are required to be submitted in writing on the appropriate forms agreed to by Employer and Union and supplied by the Department of Administration

4A. Appearance at Meeting

An employee and/or authorized representative will be allowed such time off from his or her regular duties as may be deemed necessary and reasonable for the process of a grievance without loss of pay or other time credits.

4B. Right of Appeal

Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey. .

4C. Right of Appeal

Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

STEP 5. Arbitration. If the grievance is still unsettled, either party (Employer or Union) may, within ten (10) working days after the reply of the Business Administrator is due, by written notice to the other, request arbitration. The Employer and the Union agree to grant the request of the other Party for meetings to discuss the grievance pending at Steps 2, 3, 4, or 5 above.

5A. Public Employment Relations Commission

Within seven (7) days following presentation of such request, the party demanding arbitration shall request that the New Jersey Public Employment Relations Commission ("PERC") to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:11-14, Rules and Regulations and Statement of Procedure of the New Jersey Public

Employment Relations Commission.

5B. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

5C. The decision of the Arbitrator shall be final and binding on the Union and the Employer.

5D. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until only one name remains and that party shall be the arbitrator of the issue or issues to arbitrate. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own cost.

5F. The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other Union representatives, employees and with Employer representatives regarding matters of employee representation during working hours without loss of pay.

**ARTICLE V UNION
STEWARDS AND UNION
REPRESENTATION**

Section 5.01 Union Steward / Union Representation

The Employer recognizes and shall deal with the accredited Union Steward and/or Union President or his designated representative 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 Officers.

Effective January 1, 1997 the Union President (or in his absence or unavailability, his designee, who shall be a member of the Executive Board of Local #2281), shall be granted two (2) days per week during his regular working hours without loss of pay to conduct Union business relating to grievances or the interpretation of this Agreement.

No Union Officer shall leave his work without first obtaining the permission of his immediate supervisor which permission shall not be unreasonably withheld.

Section 5.02 Union Representatives

Representatives of the Union, who are not employees, shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the employer as authorized spokespersons for the Union in meetings between the parties regarding employee representation.

Section 5.03 Disciplinary Action

Any notice of disciplinary action, in which the disciplinary action may result in suspension of more than five (5) days, a demotion, or a termination must be served on the employee no less than fifteen (15) days prior to the date of the hearing. Any notice with an intended suspension of 5 days or less must be served on the employee after the three (3) day cooling off period and no less than three (3) days prior to the date of the hearing. A copy of the preliminary notice of disciplinary action must be sent to the Union simultaneously.

The hearing officer shall be the Director of the Department in which the employee works, unless that Director disqualifies himself for reasons of conflict. It shall be the role of the hearing officer to control and direct all hearings in an orderly fashion.

The employee is entitled to have a Union representative at the hearing who may speak on his/her behalf. The employee is not required to be a witness in his/her own defense, but if he/she does testify or speak in his/her own behalf, such testimony shall be subject to cross-examination.

Hearings shall be conducted in the following manner;

1. The hearing officer shall identify all parties present and read the charges and specifications for which the hearing is being held.
2. The supervisor presenting the charges, which may be the Department Director, shall give his/her case first, including the presentation of witnesses, explaining the charges, and presenting relevant facts, etc.
3. The employee or his/her representative may cross-examine.
4. The employee or his/her representative shall present his/her case, including the presentation of witnesses, defense against the charges, presenting relevant facts, etc.
5. The supervisor may cross-examine.

6. The supervisor presents summary and rebuttal.

7. The employee or his/her representative presents summary and rebuttal.

Only those persons with legitimate roles in the hearing may participate; the hearing officer may rule as out of order any question posed by either side which the hearing officer deems to be irrelevant to the subject of the hearing. The hearing officer may question any of the participants in the hearing at any time.

Section 5.04 Appeal of Disciplinary Action

In any disciplinary action in which the employee appeals the decision on the grounds that the hearing officer has a conflict of interest or that the decision of the hearing officer was improper, the employee may request of the Business Administrator that the discipline be stayed pending the outcome of the appeal. Such request may only be made in cases of suspensions of six (6) days or more, demotion or dismissal. Such appeal shall be handled in an expeditious manner.

Section 5.05 Personnel Files

For employees that have not been found guilty of disciplinary charges nor had warning notices against them for a period of five (5) years, all prior charges and warning notices shall be stricken from their files.

Exceptions.

1. Records of serious infractions (defined as something for which a suspension in excess of five (5) days or a fine equivalent to five (5) or more days pay was imposed) shall be maintained permanently.

2. Recognizing that disciplinary charges related to medical problems are the result of an illness, these records shall be maintained permanently to enable a supervisor to be aware of the problem and to respond humanely should it reoccur.

Section 5.06 Additional Personnel File

Any memo that is placed in an employee's file that may affect his or her evaluation or otherwise reflect negatively on his or her job performance must be given to the employee on the same day that it is placed in the file.

ARTICLE VI DISCRIMINATION

Section 6.01 Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or Union membership. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE VII EMPLOYMENT SECURITY

Section 7.01 Employment Security

Neither the Employer nor its agents shall take any summary disciplinary action against any employees, except where the employee refused to act upon a direct working order, especially in cases where that employee's supervisor's ability to carry out his job is severely questioned or endangered or except where violence and/or health and safety of himself or other employees may be involved.

Section 7.02 Disciplinary Action – “Cooling Off” Period

There shall be a three (3) working day "cooling off" period following the incident which may require disciplinary action, after which time the Employer shall serve on the employee and/or Union a written notice of the intended disciplinary action and set the date of the hearing notifying the employee and Union of the time and place.

Remove Cause

Section 7.03

After the hearing and disciplinary action is taken, then the employee and/or Union shall be able to invoke the approved Grievance Procedure, at the fourth (4) step level.

This shall in no way be construed to include the termination of a temporary or provisional employee with no permanent status.

ARTICLE VIII SENIORITY

Section 8.01 Seniority

Seniority standing shall be granted to all employees.

Section 8.02 Continuous Employment

Employment seniority shall consist of continuous employment with the Employer, City of Trenton.

Section 8.03 Position / Title Classification

Position or title classification seniority begins from the time the employee is certified to that Civil Service position or title by the New Jersey Civil Service Commission . Layoff or demotions of permanent employees shall be as provided by N.J.A.C. Title 4A.

Section 8.04 Vacancies

Notice of all vacancies shall be posted on all employee bulletin boards within the department in which the vacancy exists for a period of five (5) working days. Copies of such postings shall be forwarded to the Union. Newly created positions or vacancies are to be posted in the following manner, the type of work, place of work, rate of pay, hours of work, classification, and minimum requirements (including eligible job titles when appropriate). Employees on authorized absence during the full period of posting may request to be considered a candidate. All interested employees shall sign the posting to be considered for the vacancy.

Section 8.05 Seniority Lists

Seniority lists shall be brought up to date on July 1st and January 1st of each year and posted on employee bulletin boards. Such lists shall contain dates of hire, employee's classification and the number of vacation and sick days earned. A copy of all seniority lists shall be sent by mail to the Secretary or President of the Union.

Section 8.06 Filling Temporary Vacancies

In filling temporary vacancies in higher titles, the employer shall first consider employees in the next lower title within the work unit. If the employees possess the necessary skills and requirements of the position, appointment to the higher title shall be based upon seniority. If employees in the next lower title do not possess the necessary skills, or do not otherwise meet the requirements of the position, the employer shall consider other employees in the work unit who might meet the requirements of the position. If these employees do not possess the necessary skills, or do not otherwise meet the requirements of the position, the Employer may consider other employees outside of the work unit but within the department. The Employer shall not be obligated to hire such employees, nor shall the employer be obligated to interview and/or hire employees outside the department, though it may at its own discretion.

The principle of seniority shall govern and control in all cases of decreases or increases of the working force, as well as preference in assignment to shift work, choice of vacation period, and in any other matter in which preference is a factor.

The appointing authority may exclude an employee from consideration from promotion if: a) "major" discipline (as defined by the New Jersey Civil Service Commission) has been taken against the employee within the previous 24 months or is currently pending, b) "minor" discipline has been taken against the employee three (3) or more times within the past 24 months, or two (2) or more times within the past 12 months, or c) the employee's attendance is such that it can be considered short-term abuse of sick leave as specified in Section 14.05 of this contract.

Section 8.07 Division Director

Each Division Director shall be responsible for determining whether an employee is needed to work out of Title , and for requesting approval of such assignment from the Department Director and the Business Administrator.

Employees temporarily assigned to higher titles will receive the pay of the higher title for all days so assigned when such assignment takes place over a period of two (2) or more consecutive work days. Employees temporarily assigned to higher titles for single days will not receive pay of the higher title.

Assignment to a higher title can only be made with the approval of the Department Director and the Business Administrator.

Section 8.08 Layoffs

Prior to layoffs, written notice shall be given to permanent City employees. The amount of advance notice shall be based on the number of years of service provided by the employee. Those employees with up to 15 years of service shall be given 45 days notice.

Employees with more than 15 years, but less than 20 years of service shall be given 60 days notice. Employees with more than 20 years, but less than 25 years of service shall be given 75 days notice. And employees with more than 25 years of service shall be given 90 days notice. (Note: City shall also comply with any ordinances in effect at the time of a layoff).

All temporary or provisional employees financed through local tax dollars shall be given at least 30 days written notice prior to layoffs.

While the City shall make every effort to notify all temporary or provisional employees financed through State and Federal grants at least 30 days prior to layoffs, it is understood that circumstances may not always allow such advance notice.

When an employee is recalled from lay-off and reinstated, he/she is considered to have continuous service credit for computation of future earned vacations and sick time; except that the calculation of the total period of continuous service does not include the length of the period of the layoff; the calculation of the total period of continuous service, however, does not include the length of the period of the layoff (See Personnel Handbook Section 9.250).

Section 8.09 Definitions of Key Words in CBA

"Permanent employee" means an employee who has attained tenure and rights resulting from regular appointment and successful completion of the working test period.

"Probationary employee" means an employee who is serving his or her working test period.

"Provisional appointment" (PA) means employment pending the appointment of a person from an eligible list.

"Regular appointment" (RA) means the employment of an eligible employee to fill a position leading to permanent status; this appointment is conditioned upon the employee's successful completion of the working test period.

"Standby employee" means a person required to standby, either at home or elsewhere, awaiting a call for work outside his/her scheduled working hours.

ARTICLE IX WORK SCHEDULES

Section 9.01 Work Week

The work week shall consist of five (5) consecutive days, Monday through Friday, except for employees in continuous operations. The regular starting times of work will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs of same with the representatives of the Union. The Employer agrees that there shall be a 15 minutes break during each one-half shift as long as it does not interfere with the efficiency of the operation.

In consideration of the problems caused by excessive tardiness at the beginning of the day or in returning from breaks, a program to address this problem has been devised and adopted by means of a side letter agreement between the City and the Union. This program provides a system for fair warnings, and progressive discipline to curtail excessive tardiness.

Section 9.02 Alternate Work Schedules

The City will make a proposal for alternate work schedules, and meet with the Union to discuss same, with a goal of implementation during the term of the Agreement.

Section 9.03 Standby Employee

A standby employee shall be paid one (1) hour at straight time for each eight (8) hours, or fraction thereof, of standby time. Such standby shall not be deemed time worked for overtime purposes.

Monday through Friday (16 hours of standby per day) equals two (2) hours of pay per day or a total of ten (10) hours pay. Saturday and Sunday (24 hours of standby per day) equals three (3) hours of pay per day or a total of six (6) hours of pay.

Example: An employee who is on standby Monday through Sunday (seven (7) straight days) will receive 16 hours of pay.

An employee may be excused from his scheduled week of standby or any part of the week's standby up on proper notification and approval of his/her respective supervisor. Such approval shall not be unreasonably denied.

Section 9.04 Tardiness

Whenever an employee is delayed in reporting for a scheduled work assignment, he/she shall endeavor to contact his or her supervisor in advance, if possible. An employee who has been involuntarily delayed due to unusual circumstances (e.g. weather conditions, delays caused by mass transportation) and is less than one (1) hour late shall not be denied the opportunity to work the balance of his scheduled shift, but he will be docked for time not worked. However, an employee may choose to use any compensatory time accrual or vacation balance in place of being reduced in salary for the time not worked.

A record of such lateness shall be maintained. He/she shall not be disciplined except where there is evidence of repetition or neglect.

Section 9.05 Policy Regarding Chronic Tardiness

Since there are occasions on which a person is late for justifiable reasons, this program for tardiness provides for a flexible, fair policy, which should not affect conscientious employees. For the purpose of this policy, tardiness shall be defined as reporting to work five (5) minutes after the prescribed starting time, whether it be the beginning of the work day, after lunch, or after breaks. In addition, habitual tardiness shall be defined as being late four (4) times or more in a calendar month. The guidelines for the tardiness program are as follows:

- a. If a person is late four (4) times or more in a calendar month, he/she will be required to sign in with a designated person in his or her work unit each day until that person completes one (1) full calendar month of attendance with less than four (4) occurrences of tardiness.
- b. Upon completion of a calendar month in which that person has less than (4) occurrences of lateness, he/she will no longer be required to sign in. If, after the first month that a person is required to sign in, that person's record for tardiness does not improve to less than four (4) occurrences of lateness, then that person will be subject to a summary suspension of one (1) day. Following such suspension if the employee feels that extenuating circumstances warrant a review of the case, he/she will have ten (10) days in which to appeal. A disciplinary hearing will be convened by the Department Director within 30 days of receipt of the appeal to hear the matter. The employee will also be required to continue to sign in upon arriving in the work unit.
- c. If after two (2) months of being required to sign in, the person has not yet improved his/her record of tardiness to less than four (4) occurrences of lateness in a calendar month, then that person will be subject to a summary suspension of three (3) days following such a suspension if the employee feels that extenuating circumstances warrant a review of the

case, he/she will have ten (10) days in which to appeal. A disciplinary hearing will be convened by the Department Director within 30 days of receipt of the appeal to hear the matter. The employee will also be required to continue to sign in upon arriving in the work unit.

- d. If after three (3) continuous months of being required to sign in, the person has not yet improved his or her record of tardiness to less than four (4) occurrences of lateness in a calendar month then that person will be subject to a disciplinary hearing and possible termination.

Lateness in excess of 15 minutes will be charged against the employee's accumulated vacation, compensatory or personal time or the employee will be docked if no such time is available. The sign-in sheet will be kept on the desk of the payroll clerk in that work unit or another person designated by the Division Head or Bureau Chief to monitor and verify the accuracy of the information on the sign in sheet. Anyone who falsifies the sign in sheet will automatically be brought up on disciplinary charges.

The Administration will investigate any allegation of falsification of payroll time sheets brought by the leadership of AFSCME, Local #2281. Any person who falsifies a payroll time sheet will be subject to disciplinary action.

ARTICLE X OVERTIME

Section 10.01 Required to Work in Excess of Normal Hours

Employees who are required to work hours in excess of their normal work day or work week shall be compensated for the excess time by either cash payment or by compensatory time off. Employees holding titles listed in Appendix B shall receive cash payment at one and one-half times their normal rate of pay for all such excess hours worked. All other employees who are required to work in excess of their normal work day or work week shall be compensated as follows:

- a. Compensatory time off (straight time): Whenever possible, employees required to work in excess of their normal work day shall be granted compensatory time off to be taken on a straight hour for hour basis within the same work week as the excess hours were worked so that the total hours worked in the week do not exceed the regular amount.
- b. Compensatory time off (time and a half): Whenever it is impossible to schedule compensatory time off within the same week that it was earned, then one and one-half times the number of hours worked in excess of the normal hours worked in a week shall be made available to the employee to take as compensatory time off at a later date, to be scheduled at the employee's request with the prior approval of the appropriate Supervisor.
- c. Cash compensation: The employee will be paid in cash at the rate of one and one-half times his/her normal rate of pay for these hours under the following circumstances:
 - 1) The maximum accumulation of 240 hours of compensatory time (160 hours of overtime worked) under the Fair Labor Standards Act is exceeded.
 - 2) An employee terminates employment with the City. In the event of death, payment will be made to the employee's estate.

- 3) The Department Director with the approval of the Business Administrator, may authorize cash payment in lieu of compensatory time off

Section 10.02 Approval of Overtime

Overtime work must be ordered, authorized or approved by the Department Director. Such order, authorization or approval is to be recorded and maintained by the Department Director in a format approved by the Business Administrator. When overtime is necessary on a regularly scheduled basis, it must be approved in advance by the Business Administrator.

Section 10.03 Overtime Other Than Regularly Scheduled Shift

Any employee, eligible for cash payment, who returns to work during periods other than the regularly scheduled shift and who is not on "stand by", shall be paid for a minimum of four (4) hours at the overtime rate.

Section 10.04 Compensatory

Compensatory time off may be scheduled at the employee's convenience with the prior approval of the appropriate supervisor.

Nothing in this provision shall be construed to mean that 240 hours is an acceptable amount of compensatory time for an employee to accumulate. Whenever possible, compensatory time shall be scheduled within the same work week that it is earned, and not carried over.

When employees do accumulate compensatory time balances, the appointing authority will provide administrative procedures to ensure that such balances will be scheduled as time off. The City reserves the right to require an employee and his/her supervisor to schedule time off so as to keep the accumulated balance below 40 hours. Such schedule shall take into consideration

utilization of vacation leave and the workload of the unit and should be as satisfactory to both the City and the employee where possible; however, the City's needs will be considered foremost.

Additionally, any employee who has received compensatory time shall use it prior to the end of the calendar year in which it is earned. Any employee may elect to carry over no more than 40 hours of compensatory time into the next year. Any compensatory time carried over shall be used in the next year. Any compensatory time not used and not carried over will be paid as overtime.

Section 10.05 Meals

- A. An employee notified to report for work two (2) hours before the start of the established normal starting time shall be entitled to a breakfast meal furnished or paid for by the City. Time to obtain this meal shall be provided prior to 10:00 a.m.
- B. During an emergency situation, an employee will be allowed one (1) meal each shift worked after the normal work shift. Time to obtain this meal shall be provided except that the meal must be obtained from the nearest open facility.

Effective with the ratification of this agreement, each meal shall not exceed \$15.00.

Section 10.06 Cash Overtime

Employees in titles on Appendix B who are eligible for cash overtime shall be paid at double the employee's regular hourly rate for all hours worked on Sunday when the employee has been paid for the previous six (6) days, and will also be paid at double the regular hourly rate for all hours worked on holidays, in addition to the holiday pay.

**ARTICLE XI
WORK RULES**

Section 11.01 Reasonable and Necessary Rules of Work

The employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

Section 11.02 New Rules or Modifications

Any new rules or modification of existing rules governing working conditions shall first be negotiated with the Union.

ARTICLE XII SAFETY AND HEALTH

Section 12.01 Safe and Healthy Working Conditions

The Employer shall at all times maintain safe and healthy working conditions. The Employer and the Union shall each designate a Safety Committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions. Corrective action will be initiated within 45 days of identification of the condition and such corrections shall take place in as expeditious a manner as possible. The Safety Committee shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The Safety Committee member representing the Union shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

Section 12.02 Physical Exams Other Than Health Tests

The City shall attempt to ensure that all physical exams, where appropriate, given to new employees are thorough and that tests and x-ray examinations and other health tests, where possible, shall be made available. Particular attention shall be given to those employees engaged in high risk jobs.

Section 12.03 Job Injuries

For on the job injuries involving loss of work time, the City will cover the difference between the temporary payable pursuant to the schedule of payments under the Worker's Compensation Law and full salary for not more than a one (1) year period. Loss of time due to work injuries, confirmed by the treating physician, shall not be charged against sick leave or vacation time. Loss of time greater than one (1) year will be at the applicable temporary compensation rate. Employees, at that time, continue to have the option of using accrued sick

and vacation time on a full or pro-rated basis. Lost time of less than one (1) week (seven days, including Saturday and Sunday) does not qualify for temporary compensation. However, the City will pay full wages during this term as part of the one (1) year period.

The appointing authority may require proof of injury on a periodic basis whenever such requirement appears reasonable.

Employees on injury time shall be responsible for notifying their supervisor, and the person designed by the Business Administrator responsible for coordinating workers' compensation claims, as to their place of confinement or of any subsequent change in their place of confinement.

Section 12.04 Air Conditioning / Ventilation and Heat

The Employer agrees to provide adequate air conditioning or ventilation for all offices in the summer. If the air conditioning fails to operate, with no chance of being fixed, and the inside temperature rises higher than 85 degrees, the employees assigned to the affected office(s) will be relocated to other offices, assigned to those duties which they may perform out of the office, or shall be reassigned to other offices.

The Employer agrees to provide heat in the winter and if the heating system fails to work and the temperature within an office falls below 60 degrees, the employees of the affected office will be relocated, assigned to duties which may be performed outside the office, or be reassigned to other offices.

Employees who cannot be relocated or assigned to duties appropriate to their titles in other departments or divisions may be released for the day, with pay.

The Employer will provide to essential supervisory personnel whose duties require that they work outdoors in the rain, foul weather gear, specifically a rain suit consisting of jacket and

pants, a rain hat, and boots. The foul weather gear is the property of the Employer and must be returned to the Employer at the time the employee terminates.

Automobiles, pickup trucks or vans used by civilian employees in a manner similar to automobiles, which are used for most of the working shift by the same employee, shall include air conditioning. Prior approval by the Business Administrator will be required for vehicles covered by this policy to ensure proper application of this policy.

ARTICLE XIII
CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 13.01 Classifications

The classifications for employees covered by this Agreement are attached hereto as Appendix A, and by reference are made a part of this Agreement.

Section 13.02 Job Descriptions and/or Classifications

If during the term of the Agreement the Employer finds that new job descriptions and/or classifications should be established or that changes should be made in existing job descriptions and/or classifications, the Employer agrees to notify the Union at least 30 days prior to any such changes and further, the Employer agrees to meet prior to any such changes with representatives of the Union to discuss the purposes and effects of any such changes in job descriptions and/or classifications.

ARTICLE XIV SICK LEAVE

Section 14.01 Definition of Sick Leave

Sick leave shall mean the absence of an employee because of illness, exposure to contagious disease, or attendance upon a member of his or her immediate family who is seriously ill and requires the care or attendance of such employee.

Section 14.02 Sick Leave

The employer shall grant the following sick leave:

- (a) Up to one (1) year of service
 - One (1) working day for each month
- (b) After one (1) full year of
 - Fifteen (15) working days per year

Section 14.03 Earned Sick Days

Employees with one (1) to five (5) years of service must have eight (8) earned sick days on the books as of December 31st, in order to have all 15 sick days distributed on January 1; otherwise, sick days will be distributed as earned on a monthly basis. After five (5) years of service, the sick days shall be distributed on January 1. The employee shall accumulate sick days from year to year indefinitely. Any employee who shall be absent on sick leave after five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

Employees, if absent for reasons that entitle them to sick leave, shall notify their department head, within a reasonable time, of the working day they are reporting off.

Section 14.04 Sick Leave Bank

The City shall establish a donated sick leave program consistent with Civil Service Regulations. The City agrees that a bank of 65 sick days shall be allocated to the donated sick leave program to be used by only those AFSCME Local 2281 members who donated sick time to the Sick Bank authorized by prior collective bargaining agreements. A list of those employees shall be provided by AFSCME and annexed to this agreement. The use of the sick bank shall be in accordance with the City's donated sick leave program and no designated employee shall use more than 10 of the 65 sick days. Once the 65 days are exhausted this benefit will terminate.

Section 14.05 Excessive Absenteeism

In consideration of the problems caused by excessive absenteeism, or the abuse of sick leave, a program to address such abuse has been devised and adopted by means of a side letter agreement between the City and the Union. This program establishes guidelines for dealing with sick leave abuse on both a short-term basis and on a more protracted basis and can involve disciplinary action.

Section 14.06 Sick Leave / Retirement

A permanent employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his/her credit any earned or unused accumulated sick leave, shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

Effective January 1, 2000, the supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employees daily rate of pay for each day of earned and unused accumulated sick leave, based upon the average annual compensation

received during the last year of his/her employment prior to the date of his retirement, provided, however, that no such supplemental compensation payment shall exceed \$20,000.00.

This supplemental compensation shall be paid in a lump sum after the effective date of retirement or death, or, as may be elected by the employee, deferred for one (1) year.

If an employee's accumulated sick leave plus sick leave used the 12 months prior to retirement has a value exceeding the maximum under this plan, then the full value of days used in excess of 15 days in that 12 month period will be subtracted from the payment at retirement. It is understood and agreed that this condition shall apply only to payment at retirement.

ARTICLE XV VACATIONS

Section 15.01 Vacation Schedule

The employer shall provide the following vacation schedule for all its employees hired prior to January 1, 2003:

- a. Up to one (1) year of service - One (1) day for each month.
- b. After one (1) year through eight (8) years of service - Twelve (12) working days.
- c. After eight (8) years through fifteen (15) years of service - Fifteen (15) working day.
- d. After fifteen (15) years through twenty-two (22) years of service - Twenty (20) working days.
- e. After twenty-two (22) years of service - Twenty-two (22) working days.

Vacations shall not be used in less than one-half day increments.

Effective January 1, 2003, the employer shall provide the following vacation schedule for all new employees:

- a. Up to one (1) year of service - maximum of ten (10) days prorated over 12 months.
- b. After one (1) year through five (5) years of services - Ten (10) working days.
- c. After five (5) years through ten (10) years of service - Twelve (12) working days.
- d. After ten (10) years through fifteen (15) years - Fifteen (15) working days.
- e. After fifteen (15) years though twenty-two (22) years - Twenty (20) working days.
- f. After twenty-two (22) years - Twenty-two (22) working days.

Vacations shall not be used in less than one-half day's interments.

Section 15.02 Accumulated Vacation Time

The Employer also agrees to allow the employee to accumulate no more than two (2) years of vacation time; that is, no more than one year's vacation time may be carried over into the

following year. Anything over the two (2) years of accumulation must be approved in writing by the Business Administrator.

When an employee has earned vacation balance which has not been scheduled for use as of October 1st, the supervisor will meet with the employee within one (1) week to determine a schedule of such vacation use.

Section 15.03 Distribution of Vacation

After the first two (2) full calendar years of service, vacations shall be distributed to the employee on January 1st. If the employee resigns or terminates after taking vacation in advance of being earned, the employer has the right by law to hold back pay equal to the amount due.

Vacations shall be granted in accordance with the seniority provisions of this Agreement. Vacations shall not be permitted until an employee has been employed with the City for at least six (6) months

Section 15.04 Illness

In instances where an employee is absent from work because of illness and has exhausted his/her available sick leave credits, he/she may request that any vacation leave which he/she has available be converted to sick leave. The Employer agrees to convert vacation leave to sick leave upon request regardless of any other previously scheduled vacation which may be pending.

Employees shall have the right to refuse to have their vacation leave converted to sick leave by so notifying the Employer and no such vacation leave shall be converted to sick leave unless so requested by the employee.

Section 15.05 Unused Vacation Time / Retirement

All employees who retire under the provisions of the New Jersey Public Employees Retirement System shall be paid for unused vacation time which they could have utilized during the year in which they retire.

ARTICLE XVI HOLIDAYS

Section 16.01

Bargaining unit members shall be entitled to 13 holidays as determined yearly by City Council resolution.

Section 16.02 Department of Public Works

Employees in the Department of Public Works who work in continuous operations will receive a compensatory day off in consideration for working on any legal holidays which fall on Saturday. When the legal holiday falls on a Saturday (except for Christmas and New Year's Day), employees in the Department of Public Works, Division of Sanitation will be scheduled to work on Monday through Thursday with one (1) paid holiday. They will not be scheduled to work on Saturday, nor will they be paid. When Christmas and New Year's Day falls on a Saturday, the normal schedule will be in force and employees in the Division of Sanitation will be off on Friday and Saturday with pay.

Section 16.03 Employees in Continuous Operations

Effective January 1, 2000, Employees who work in continuous operations shall receive all of the above holiday's either added to their vacations or as the employee needs them plus a bonus of ten (10) dollars per day for every holiday worked.

ARTICLE XVII
LEAVE WITH PAY FOR OFFICERS

Section 17.01 Leave with Pay for Officers

Leave with pay shall be granted to Union Officers or Delegates to Union Conventions, Institutes, Conferences and Seminars and for other Union business as defined below, upon written request of the Union for a total not to exceed 35 working days in the calendar year. (This time will not be chargeable.) Union business is defined as auditing books, preparation of Union contract proposals, shop steward and officer training, agency shop conferences, and PEOPLE conference.

Section 17.02 Unused Time

Any unused days shall be carried over from year to year.

ARTICLE XVIII LEAVE OF ABSENCE

Section 18.01 Funeral – Immediate Family Members

Effective the date of ratification of this Agreement, employees will have a maximum of five (5) days designated as a funeral leave for immediate family whether in or out of the United States. Employees shall be granted a leave with pay for a death in their immediate family. Immediate family is defined to include: mother, father, spouse or domestic partner, sister, brother, daughter, son, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grand- parents, great-grandparents and grandchildren, or any relative of the employee's household. The leave shall be from the date of death to the beginning of the second working day after the date of burial. (This time is not chargeable.)

If the employee is starting or is on a scheduled vacation and there is a death in his/her immediate family, this time is to be charged to funeral leave rather than to vacation leave.

For Jewish employees who observe the traditional Jewish custom for funerals, the leave shall correspond to the time necessary for the employee to sit shivah.

Section 18.02 Funeral – Extended Family Members

Employees shall be granted a one (1) day leave with pay for the death of the employee's grandparents-in-law, great grandparents-in-law aunt, uncle, niece, or nephew. (This time is not chargeable).

Section 18.03 Sick Leave Without Pay

Permanent employees may request in writing a leave of absence without pay while temporarily either mentally or physically incapacitated to perform their duties. Such leave shall be granted by the Employer for an initial period of six (6) months each, and may be granted for successive periods of six (6) months each, not to exceed a total of two (2) years.

Section 18.04 Union Employment

Upon written notice to the Business Administrator, up to two (2) employees shall be granted a leave of absence without pay for employment with the Union for a period of two (2) years.

Section 18.05 Jury Duty

An employee shall be granted a leave of absence with pay to serve on any jury. No employee shall be required to return any jury fees or compensation received by them for serving on jury duty.

Section 18.06 Military Service

Any employee who is a member of a reserve force of the United States or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity not to exceed 30 days in any calendar year. Those who volunteer for such assignment will not be eligible for a leave of absence with pay.

Any employee who is drafted into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence without pay for the initial requirement period of military service.

Section 18.07 Returning From Authorized Leave

Employees returning from authorized leaves of absence as set forth above shall be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee rights.

Section 18.08 Pregnancy Leave

Upon request, paid or unpaid sick leave shall be granted by the appointing authority for a pregnant employee only during that period when the employee is medically unable to work. Such pregnancy-disability leave shall be governed by the provisions in Part 9, Section 40.1 of the City's Personnel Handbook.

Section 18.09 Copy of All Requests for Leave

The Union shall receive a copy of all requests for leaves of absence and any action taken by the Employer in regard to the request. A copy shall be sent to the president and/or secretary of the Union.

Section 18.10 Leave of Absence Without Pay

A leave of absence without pay may be granted to an employee for up to six (6) months for legitimate personal reasons. Such leave may be extended for an additional six (6) months at the request of the employee.

Section 18.11 Family and State Family Leave Acts

The City agrees to abide by the regulations set forth under the Federal and State Family Leave Acts.

ARTICLE XIX HEALTH AND WELFARE

Section 19.01 Health Coverage

The Employer agrees to continue paid coverage for all employees, spouses and dependents under the New Jersey State Health Benefits Plan or to provide equivalent or better health benefits coverage through a self-insurance program or independent carrier, as well as major medical coverage, or an amount equivalent for employees choosing the Health Maintenance Optional Plan. The Employees shall continue to be required to contribute co-pays for their coverage at the Tier 4 percentage rates established for P.L 2011, Chap. 78. The City will confer with Union representatives before any change in the current plan is implemented. It is further agreed that the benefits received by eligible pensioners and their dependents under Resolution #76-722 and N.J.S.A. 52:14-17.38 will be continued under any carrier the City may choose.

Should the State of New Jersey upgrade the present coverage for its employees and thereby make available such upgraded plan to the City of Trenton through our present group coverage during the terms of this Agreement, the City agrees to upgrade said plan for employees covered by this Agreement.

Section 19.02 Prescription Drug Plan

The City also agrees to contract for a prescription drug plan. Effective July 1, 1996, the co-pay or deductible for prescriptions filled under this plain shall be \$0 for all general drugs and \$5.00 for all brand drugs. A prescription drug plan or successor plan shall be provided for retirees unless and until such time said retirees become eligible for a prescription drug plan from any other source. This benefit shall be provided to those who retire on or after January 1, 1993, who shall have at least 25 years of service or become permanently disabled in a service-connected incident. The co-

pay or deductible amount for retirees is subject to an increase up to the amount of the co-pay for the State Medicaid Prescription Drug Program.

Page Discrepancy

Section 19.03 Dental Care Program

The City agrees to continue the contributory Dental Care Program to be funded equally by the City and the employee

Section 19.04 Vision Reimbursement Program

The City agrees to continue the Vision Care Reimbursement Program and will reimburse employees and eligible dependents not more than once each year. Effective the date of ratification of this agreement, \$ \$100.00 for single vision lenses and \$80 for bifocal lenses. The reimbursement rate will not be less than that in effect for the majority of the other bargaining units.

Section 19.05 New Jersey Temporary Disability Plan

The City agrees to participate in the New Jersey Temporary Disability Plan, or another plan with substantially equivalent benefits, effective January 1, 1995.

Discrepancy

**ARTICLE XX
LONGEVITY**

Section 20.1 Longevity Plan

The Employer shall pay the following longevity plan (expressed as a % of base salary) for all its employees hired prior to December 31, 2002:

(a) After five (5) years of service	2%
(b) After ten (10) years of service	4%
(c) After fifteen (15) years of service	7.5%
(d) After twenty (20) years of service	9.5%
(e) After twenty-four (24) years of service	11.0%
(f) After twenty-nine (29) years of service	11.5%

The Employer shall pay the following longevity plan (expressed as a % of base salary) for all its employees hired after January 1, 2003:

(a) After five (5) years of service	1.5%
(b) After ten (10) years of service	3.0%
(c) After fifteen (15) years of service	6.5%
(d) After twenty (20) years of service	8.5%
(e) After twenty-four (24) years of service	10.0%
(f) After twenty-nine (29) years of service	10.5%

Longevity is eliminated for employees hired by the City after January 1, 2016, and subsequently promoted into this unit or hired by the City into this unit.

Section 20.2 Longevity Pay

Longevity pay will be administered as prescribed in Personnel Memorandum 18, except that the longevity increase in salary as listed in Article XX will be paid by increasing the

employee's annual salary level as per the schedule in Article XX during the first pay period after the employee completes five (5), ten (10), fifteen (15), twenty (20), twenty-four (24) or twenty-nine (29) years of service. In other words, each employee will receive the amount indicated during the 26 pay periods following the completion of five (5), ten (10), fifteen (15), twenty (20), twenty-four (24), twenty-nine (29) or more years or service.

ARTICLE XXI PERSONAL LEAVE DAYS

Section 21.01 Personal Leave Days

The Employer agrees to provide two (2) personal leave days per year. Employees shall notify their supervisor in advance of the time when they wish to take their personal leave days. Upon retirement or death an employee or his/her estate shall be paid for all unused personal leave days which he/she could have used in the year of retirement.

Section 21.02

Personal leave shall be earned as follows:

Employees with one (1) to five (5) years of service must have eight (8) sick days on the books as of December 31st, in order to have all personal leave days distributed on January 1st; otherwise personal leave days will be distributed as earned on a quarterly basis.

After five (5) years of service, the personal leave days shall be distributed on January 1st.

**ARTICLE XXII
STRIKES AND OTHER JOB ACTION**

Section 22.01 Strikes and other Job Actions

The Union membership recognizes and acknowledges the existing law of the State of New Jersey including Chapter 123 relating to the rights of public employees to strike.

The Union will not authorize or sanction any strike or job action during the term of this Agreement.

**ARTICLE XXIII
ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL AND RULES AND
REGULATIONS**

Section 23.01

Notwithstanding anything contained herein to the contrary, the employees covered by this Agreement hereby recognize and agree that the Administrative Code, Personnel Handbook of the employer and the rules and regulations of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein, in which event the provisions of this Agreement shall prevail.

**ARTICLE XXIV
APPLICABLE LAWS**

Section 24.01

The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXV GENERAL PROVISIONS

Section 25.01 Waiver

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 25.02 Bulletin Boards

Bulletin Boards shall be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

Section 25.03

It is understood and agreed that if any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

Section 25.04

It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

Section 25.05

Within sixty (60) days after signing this Agreement, the City will reproduce this Agreement in sufficient quantities so that each employee covered by this Agreement may receive a copy and so that there are sufficient additional copies for distribution to employees hired during the term of this Agreement and forty (40) additional copies for use by the Union.

**ARTICLE XXVI
WAGES – PAY SCALES**

Section 26.01 Wages

Salary increase for all steps:

1/1/14 – 0%

7/1/15 - .50%

1/1/16 - .75%

1/1/17 – 1.25%

1/1/18 – 1.25%

Effective January 1, 2016, all employees hired or promoted into the Union after June 4, 2009, shall be placed on the new step guide attached hereto that begins on the 5th step of the prior step guide for these employees and takes employees to the top of the guide in 12 yearly steps. Employees who have previously surpassed the 5th step will be placed on the appropriate range in the guide.

Section 26.02 Increment Increases

Increments will be earned on the basis of merit. Guidelines for implementation of an employee evaluation/merit increment will be developed jointly by the City and the Union and will be reduced to writing in a side letter agreement between the Employer and the Union.

Section 26.04 Promotions

A member with 20 or more years' total service with the City who is promoted will be paid according to the existing policy for the first twelve (12) months following the promotion, after which there will be a meeting among the member, the Department Director and the Business Administrator to discuss performance. After meeting and reviewing all relevant information the Business Administrator will decide whether the employee shall receive one or more additional increments to begin the second year in the title. The decision of the Business Administrator cannot be appealed.

Section 26.05 Continuing Education/Qualification Pay Plan

The City will compensate an employee for attaining certain City designated and approved licenses, certifications, and qualification beyond that minimally required for each job. Reimbursement approval must be obtained in writing from a four (4) member panel consisting of two (2) members from administration and two (2) union members, payment to be made in July of each year. The following licenses/certifications are included within this program at this time.

Certified Municipal Finance Officer	\$1,500.00
Certified Pesticide Applicator License	\$1,000.00
Certified Social Worker	\$500.00
Construction Code Official	\$1,500.00
Masters Degree in related field	\$1,000.00
NJ State Certified Laboratory Manager	\$1,000.00
Professional Engineers License	\$1,500.00
Professional Planner License	\$1,000.00
Real Estate License	\$500.00

Residential Commercial Structures License	\$1,000.00
Recycling Certification	\$1,000.00
Nursing Certification in Health	\$1,000.00
State Certified Lab Supervisor	\$1,000.00
Vital Statistics Register License	\$1,000.00
Waste Water Treatment License S-2	\$500.00
Waste Water Treatment License S-3	\$1,000.00
Waste Water Treatment License S-4	\$1,500.00
Waste Water Collection System License C-2	\$500.00
Waste Water Collection System License C-3	\$1,000.00
Waste Water Collection System License C-4	\$1,500.00
Water Treatment License T-2	\$500.00
Water Treatment License T-3	\$1,000.00
Water Treatment License T-4	\$1,500.00
Water Dist. System License W-2	\$500.00
Water Dist. System License W-3	\$1,000.00
Water Dist. System License W-4	\$1,500.00

Section 26.06 Tuition/Fee Reimbursement

The City will reimburse employees for the cost of approved licenses, tests, certification, etc. necessary to maintain job qualifications. To qualify for reimbursement, the employee must obtain prior approval from a four (4) member panel consisting of two (2) members from the administration and two (2) union members. Reimbursement will be approved for a grade of C or better or pass for classes as appropriate.

Section 26.07

The City may in their discretion convert to a bi-monthly pay period where all employees will be paid their yearly salary in 24 equal payments twice a month subject to the approval of other bargaining units or authorization being granted by state law.

26-08

**ARTICLE XXVII
AUTOMOBILE ALLOWANCES**

Section 27.01 Compensation for Use of Vehicle

The City compensates employees working in areas where use of private cars for properly authorized and verified City business is required by the City. Effective the date of ratification reimbursement for gasoline will increase from \$0.33/gal to \$0.35/gal. If gasoline rises or falls \$0.10/gal, the reimbursement will rise or fall \$0.10/gal accordingly.

Section 27.02 Gasoline Reimbursement Amounts

The City will determine the baseline price for unleaded gasoline by using the average cost of a gallon of unleaded gasoline in Mercer County. If the price of gasoline now agreed to be \$1.295 cents per gallon for unleaded regular gasoline increase ten cents (\$.10) per gallon during the life of this Agreement, the compensation shall automatically increase by one cent (\$.01) per mile. Similarly, if the price per gallon of unleaded regular gasoline decreases ten cents (\$.10) per gallon during the life of this Agreement, the compensation shall automatically decrease by one cent (\$.01) per mile.

Section 27.03

Those employees listed in Section 9.260 of the City of Trenton Personnel Handbook and designated by an asterisk (*) in Appendix A, upon presentation to the Assistant Business Administrator of documentation of the employee's automobile insurance policy having liability coverage amounting to at least \$100,000/\$300,000 and property damage amounting to \$25,000, shall be reimbursed by the City, up to \$600 per year effective January 1, 2005 and January 1, 2006 towards the cost of such insurance. If an employee's vehicle is damaged the City will reimburse up to a \$500 deductible after the

accident/damaged is reviewed. In all cases the employee is required to obtain a police report for documentation of incident.

This reimbursement will be paid every six months, each payment being half of the total amount upon presentation of documentation of required coverage.

Section 27.04 Transportation

There is no obligation on the part of the employee to provide his/her own transportation in the performance of his/her employment responsibilities.

**ARTICLE XXVIII
JOB RELATED TRAINING OPPORTUNITIES**

Section 28.01 Job Related Training Opportunities

The City shall continue to provide job-related training opportunities in order to afford its employees an opportunity to enhance their skills and undertake higher responsibilities. The extents of the training opportunities are, of course, directly related to the availability of funds. When such authorized training occurs during working hours, the employee shall be considered present at his/her assignment.

Section 28.02 Recognize and Reward Good Employee

The employer agrees to meet with the Union to devise ways to recognize and reward good employees. Such discussions may include, but are not limited to a bonus system, an awards program, or an annual award dinner.

ARTICLE XXIX CLOTHING

Section 29.01 Clothing

The employer shall supply to eligible employees the following clothing:

- 3 Summer shirts
- 3 Summer pants
- 2 Winter shirts
- 2 Winter pants
- 2 Short jackets
- 1 Long jacket (winter)
- 1 Pair work shoes

An employee who received uniforms shall be required to wear them. However, if both the employee and his/her division head agree that uniforms are unnecessary, an exception may be granted to the provision and wearing of uniforms.

The City agrees to provide steel toe boots for employees who were previously, provided work shoes/boots.

Section 29.02 Clothing Eligibility

Employees serving in the following titles are eligible to receive the clothing described in

Section 29.01.

Assistant General Supervisor Water Meter Repair

Assistant Sanitation Superintendent

Assistant Street Superintendent

Building Superintendent

Chief of Traffic Maintenance Operations

Chief of Water Quality
Chief Sewage Plant Operator
General Supervisor Parks
General Supervisor Water
General Supervisor Water Meter Repair
Maintenance Superintendent
Manager Animal Control Facility
Municipal Superintendent of Weights & Measures
Principle Registered Environmental Health Specialist
Supervisor of Radio Maintenance
Tree Superintendent

Section 29.03 Uniform Replacements

There shall be one (1) general order for winter and one (1) general order for summer uniforms per year for uniform replacements. This order shall be based on surveys at which employees must show damaged or worn clothing to their supervisor to have the order placed.

Section 29.04 Protective Work Clothes

The Employer shall provide a set of protective work clothes or jump suit type coveralls to employees serving in the following titles if required:

Assistant Chief Housing Inspector
Assistant Chief Sanitary Inspector
Assistant Director of Property Improvement
Building Sub-code Official
Chief Bureau of Property Maintenance
Chief Housing Inspector

Chief Sanitary Inspector
Coordinator Recycling Program
Deputy Municipal Disaster Control Director
Director Property Improvement
Environmental Health Specialist
Electrical Sub – Code Official
Plumbing Sub – Code Official
Principal Engineer
Supervising Building Inspector
Supervising Electrical Inspector
Supervising Engineer
Supervising Plumbing Inspector

Section 29.05 Worn/Damaged Overalls

Worn or damaged overalls must be shown to the supervisor to receive approval to order replacement apparel.

Section 29.06 Clothing Reimbursement

The employer shall provide eligible employees with reimbursement up to \$300 in one year for the following clothing:

Four Winter Uniforms
Four Summer Uniforms
One Winter Coat
One Raincoat
One Pair White Summer Shoes

One Pair Navy Blue Winter Shoes

One Cap

A winter (navy blue) or summer (light blue) uniform may consist of:

One pair of pants or jumper or skirt and one jacket or vest and one blouse and one sweater or one piece dress.

If uniform reimbursement is made to an employee, he/she shall be required to wear the uniform.

Section 29.07

Employees serving in the following titles are eligible to receive the clothing described in Section 29.06: Director of Public Health Nursing Services, Public Health Nurse Supervisor and Pediatric Nurse.

Section 29.08 Nurses

The maximum of \$300 shall be allowed in one (1) year for the purchase of uniforms for newly hired nurses and for replacement of clothing as needed for existing personnel. Worn or damaged uniforms must be shown to the supervisor to receive approval to purchase replacement apparel. Reimbursement shall be authorized only upon submission of proper proof of purchase.

Section 29.09 Eligibility for Protective Work Shoes

The City in consultation with the Union will develop a list of titles of employees who will be entitled to receive protective work shoes from the City. Replacement of shoes will occur on an annual basis. Employees receiving shoes will be required to wear them on the job.

ARTICLE XXX TERMINATION

Section 30.01 Termination

This Agreement shall be effective as of the first day of January 1, 2014, and shall remain in full force and effect until the 31st day of December, 2018. It shall be automatically renewed thereafter unless either party shall notify the other in writing 90 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

APPENDIX A**(2281)**

RANGE	TITLE	RANGE	TITLE
9	Administrative Analyst	10	Chief of Traffic Maintenance Operations
7	Administrative Analyst/Public Information officers	6	Chief of Water Quality
7	Assistant Chief Accountant	4	Chief Sanitary Inspector
10	Assistant Chief Housing Inspector	17	Chief Sewage Plant Operators
9	Assistant Chief Sanitary Inspector	17	Chief Water Treatment Plant Operators
12	Assistant Director of Water Accounting	6	Collection System Superintendent
17	Assistant General Supervisor water meter repair	10	Communication Manager
7	Assistant Municipal Director of Welfare	9	Construction Inspector
7	Assistant Municipal Tax Collector	6	Coordinator, Recycling Program
7	Assistant Municipal Treasure	4	Coordinator, Community Health Services
12	Assistant Nutrition Coordinator. WIC	19	Deputy Director Municipal Disaster Control
8	Assistant Purchasing Agent	3	Director of Property improvement
13	Assistant Sanitation Superintendent	4	Director, Public Health Nursing
13	Assistant Sewer Superintendent	7	Director of Social Worker Services
18	Assistant Supervisor of Motor Pool	7	Economic Development Representative II
13	Assistant Street Superintendent	4	Electric Sub-Code officials
10	Assistant Water Treatment Plant Superintendent	4	Elevator Sub-Code Officials
1	Assistant General Superintendent/Chief Engineer	2	Environmental Program Administrator
4	Building Sub-Code Official	9	Environmental Specialist
17	Building Superintendent	4	Fire Protection Sub-Code Officials
13	Chief Communications Operator	17	Forester
5	Chief Housing Inspector	10	General Superintendent Water Meter Repair
7	Chief of Property Maintenance	17	General Supervisor Parks
5	Chief of Property Management	17	General Supervisor Trees
19	Chief, Security Guard	17	General Supervisor Water
13	Chief Public Safety Telecommunications	10	General Supervisor Water Meter Repairs
8	Coordinator for Federal & State Aid	13	Health Educator
6	Contract Administrator 2	7	Historic Preservation Specialist
6	Payroll Supervisor	12	Landscape Architect
7	Principal Registered Environmental Health Specialist	9	Legal Analyst
		2	Construction Code Official

RANGE	TITLE
17	Maintenance Superintendent
16	Manager Animal Facility
18	Municipal Court Administrator (typing)
15	Municipal Parks Superintendent
13	Municipal Superintendent of Weights & Measures
16	Museum Director
7	Nutrition Program Coordinator
6	Pediatric Nurse
4	Plumbing Sub-Code Official
8	Police & Fire Signal System Superintendent
12	Principal Assistant Assessor
11	Principal Community Organization Specialist
11	Principal Engineer
7	Principal Planner
7	Principal Sanitary Inspector
7	Program Coordinator, Aging
7	Program Coordinator, Construction
7	Program Coordinator, Redevelopment
7	Program Coordinator, WIC
8	Public Health Epidemiologist
9	Public Health Nurse Supervisor
12	Recreation Program Administrator Urban Areas
9	Recreation Program Specialist
6	Registrar of Vital Statistics
6	Sanitation Superintendent
6	Senior Administrative Analyst
10	Senior Field Representative Disease Control
10	Senior Systems Analyst

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RANGE	TITLE
7	Senior Youth Services Counselor
6	Sewage Plant Superintendent
6	Sewer Superintendent
10	Social Case Worker Supervisor
6	Street Superintendent
12	Superintendent of Recreation
15	Superintendent of Shade Tree
9	Supervising Building Inspector
9	Supervising Electric Inspector
6	Supervising Employment Specialist
5	Supervising Engineer
9	Supervising Fire Inspector
6	Supervising Planner
9	Supervising Plumbing Inspector
7	Supervising Program Analyst
7	Supervising Prog. Dev. Specialist Community Serv.
13	Supervisor Historical Site
7	Supervisor Job Development
17	Supervisor of Customer Service
15	Supervisor of Radio Maintenance
7	Urban Renewal Supervisor
10	Water Superintendent
6	Water Treatment Plant Superintendent
10	Youth Opportunity Coordinator
13	Zoning Officer

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Page 2 Appendix A

APPENDIX B

Job titles to receive overtime pay are the following:

Assistant General Supervisor Water Meter Repairs
Assistant Chief Housing Inspector
Assistant Chief Sanitary Inspector
Assistant Director of Property Improvement
Assistant Streets Superintendent
Building Superintendent
Chief of Traffic Maintenance Operations
Chief Water Pollution Control Operator
Chief Water Treatment Plant Operator
General Parks Supervisor
General Supervisor, Trees
General Supervisor, Water
General Supervisor of Water Meter Repairs
Maintenance Superintendent
Municipal Court Clerk (Typing)
Registrar of Vital Statistics
Supervising Building Inspector
Supervising Electrical Inspector
Supervising Plumbing Inspector

All other titles of this unit do not receive paid overtime except when specifically required by the Fair Labor Standards Amendments of 1985 or its successor (see attachment).

IN WITNESS WHEREOF, the City of Trenton has caused its corporate seal to be affixed hereto and these presents to be signed by its Mayor, and the Union has caused its proper corporate seal to be hereto affixed the day and year first above written.

CITY OF TRENTON

TRENTON, NEW JERSEY SUPERVISORY
EMPLOYEES LOCAL NUMBER 2281 OF
THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO




Mayor

Date: 11-7-18



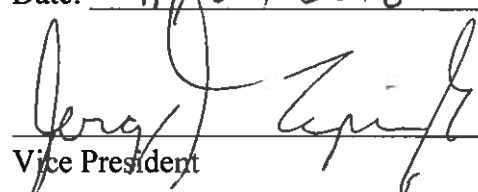
Business Administrator

Date: 11/6/18




President

Date: 11/06/2018




Vice President

Date: 11-6-18



Secretary

Date: 11-6-2018



Treasurer

Date: 11/06/2018