

Erin Senape

From:
Sent:
To:
Subject:

closed
on
8/26/24

Deborah Brooks
Tuesday, August 20, 2024 8:42 AM
Erin Senape
FW: OPRA request - Collective Bargaining Unit Information (Middlesex County)

Lama & Deb
ncvd all documents

done on 8.29.2024

scan
& send to them

opra

-----Original Message-----

From: The Curious Taxpayer <opra+request-65157-2013c29a@requests.opramachine.com>
Sent: Tuesday, August 20, 2024 12:23 AM
To: Clerk <clerk@southamboynj.gov>
Subject: OPRA request - Collective Bargaining Unit Information (Middlesex County)

Dear To Whom This May Concern,

This is a request for public records made under the Open Public Records Act (OPRA) and the common law right of access. Please acknowledge receipt of this message.

Records Requested:

A digital copy of the most recently approved memorandum of ALL collective bargaining units with which the township, city, borough, etc., currently holds active agreements.

Please include the most recent contract booklet (signed or unsigned), the most recent memorandum of agreement, salary guides, and any sidebar agreements, if applicable.

Thank you for your attention to this request.

Yours faithfully,
The Curious Taxpayer

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-65157-2013c29a@requests.opramachine.com

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Erin Senape

From: Erin Senape
Sent: Tuesday, August 20, 2024 3:23 PM
To: Business Administrator; Katie Rose Walenty (walentyk@southamboynt.gov); Deborah Brooks
Subject: FW: OPRA request - Collective Bargaining Unit Information (Middlesex County) -OPRA - 230-24

Good Afternoon:

Please see OPRA request below.

Let me know if you have information on the Collective Bargaining Unit Information.

Thank you

Erin Senape
City Clerks Office
City of South Amboy
140 North Broadway
South Amboy NJ 08879
732.525.5920
senapee@southamboynt.gov

-----Original Message-----

From: Deborah Brooks <brooksd@southamboynt.gov>
Sent: Tuesday, August 20, 2024 8:42 AM
To: Erin Senape <senapee@southamboynt.gov>
Subject: FW: OPRA request - Collective Bargaining Unit Information (Middlesex County)

opra

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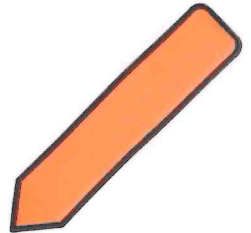
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN



MUNICIPAL EMPLOYEES UNION OF SOUTH AMBOY

AND

THE CITY OF SOUTH AMBOY

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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Preamble

This Agreement is effective retroactive to January 1, 2022, by and between the City of South Amboy, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "City" and the Municipal Employee's Union of South Amboy, (hereinafter referred to as "MEUSA"), and represents the complete and final understanding on all bargainable issues between the City and MEUSA and is designed to maintain and promote a harmonious relationship between the City and the employees who are represented by MEUSA in order that continued efficiency and excellence in service be rendered by the employees of the City of South Amboy. The term of this agreement is from January 1, 2022 to December 31, 2024.

Article I – Recognition

- 1) The City hereby recognizes MEUSA as the sole and exclusive representative of City employees in the Bargaining Unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of work, settlement of grievances, and other mandatorily negotiable conditions of employment.
- 2) The Bargaining Unit shall consist of all regular blue and white collar employees of the City located in various departments, now employed and hereafter employed, but shall exclude, except as mutually agreed by the parties, professional, craft, and supervisory (foreman and above) employees. In addition, it is understood that confidential employees, managerial executives, police, seasonal employees, casual employees, school crossing guards, and those employees working twenty (20) or fewer hours per week (on the average in a 180-day period) or less than 12 month per year, except for employees whose usual work schedule is 10 months per year, are excluded from the bargaining unit.
- 3) Except as currently the practice, confidential employees shall be defined to include the following positions in the Department of Administration and the Department of Finance in the City of South Amboy. For the purpose of this subsection the Division of Public Works shall not be considered part of the Department of Administration:
 - a. Purchasing Agent
 - b. Confidential Secretary
 - c. City Clerk
 - d. Senior Payroll Clerk
 - e. Tax Collector
 - f. Management Specialist
- 4) The City and MEUSA agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, or national origin.
- 5) The City and MEUSA agree that all employees covered under this agreement have the right, without fear of penalty or reprisal, to form, join, resign from, or assist MEUSA, or to refrain from any such activity. There shall be no discrimination by the City and MEUSA against any employee because of the employee's membership or non-membership, activity, or non-activity in MEUSA.

Article II – Medical Benefits

- 1) The City hereby agrees to assume cost pursuant to Chapter 78 of providing the following medical benefits to the employees covered by the Agreement and their families:
 - a. Hospitalization equivalent to Blue Cross 365, Blue Shield UCR and Rider J, and/or optional HMO's; and
 - b. Major Medical coverage equivalent to the previously in force expanded Connecticut General plan; the deductible on major medical coverage shall be as follows; \$250.00 per insured with a limit of \$500.00 per insured family.
 - c. Dental insurance coverage equivalent to the previously in force dental plan:
 - i. Fee schedule UCR
 - ii. Deductible \$25.00 with \$75.00 per max aggregate per family per year
 - iii. Basic & Prosthodontic Limit \$1500.00
 - iv. Orthodontic Maximum Limit \$1500.00
 - v. Basic Co-insurance 80/20
 - vi. Co-insurance 50/50
 - d. Prescription Plan coverage with the following deductible:
 - i. Generic prescriptions \$5.00
 - ii. Name Brand prescriptions \$10.00
 - e. The City may provide health and prescription drug insurance under the New Jersey State Health Benefits Program in satisfaction of paragraphs 1, 2, and 4 above.
- 2) Upon retirement of an employee covered by this Agreement, the City shall continue to provide medical coverage as set forth in Appendix B [City Code §19-31(4) Ordinance 2-2010].
- 3) Upon the death of an active employee covered by this Agreement and providing that the said employee has attained at least fifteen (15) years of continuous service with the City, the City shall continue to pay the cost of all medical coverages as set forth above, except for dental and prescription drug benefits, for the employee's spouse and dependent children; provided that they do not have other available, and substantially similar medical benefits and qualify for coverage under the then existing health insurance plan.
- 4) It is hereby agreed by MEUSA and the City that for all employees covered by this agreement, the City may exercise its right to change insurance carriers so long as the coverages enumerated in this agreement are maintained at their equivalent levels.
- 5) The City shall reimburse all bargaining unit employees for the purchase of prescription eyeglasses to the maximum of \$200.00 per year, per employee. No eyeglass reimbursement shall be due unless the request for same is accompanied by both a copy of the physician's eyeglass prescription, made out to the covered employee, and a

- receipt for the prescription eyeglasses. Eyeglass reimbursement may be applied to the purchase of contact lenses at the discretion of the employee.
- 6) The President of MEUSA shall be provided with a full copy of each master insurance policy held by the City which concerns coverage of bargaining unit employees. Any amendments to such policies shall be provided to the Union President within thirty (30) days of any amendment. Any questions concerning coverage under these policies shall be directed to MEUSA or the insurance carrier.
 - 7) The City will reimburse Medicare Part B monthly fee annually for eligible retiree/spouse at the prevailing base level established by Medicare that is equal to retiree's pensionable income. This Benefit will be extended to those employees covered by this agreement as well as those MEUSA retirees who separated due to service retirement between January 1, 2014, and December 31, 2018.

Article III – Life Insurance

- 1) The City hereby agrees to provide the following group life insurance:
 - a. Employees and retired employees below 65 years of age
 - i. \$50,000.00 with double indemnity benefit for accidental death
 - b. Employees and retired employees 65 to 69 years of age
 - i. \$25,000.00 with a double indemnity benefit for accidental death
 - c. Employees and retired employees 70 years of age or older
 - i. \$2,500.00

Article IV – Clothing and Shoe Allowance

- 1) The City shall provide a payment of One Hundred Fifty Dollars (\$150.00) to a vendor of its choosing for any employee required by the City to wear steel tip safety shoes as a condition of employment.
- 2) Reimbursement shall be limited to no more than two (2) pair of safety shoes annually. The need to acquire the second pair of said shoes shall be at the sole discretion of the Superintendent of Public Works. Employees abusing this provision shall be responsible for the entire cost of said replacement.
- 3) In lieu of the uniform allowance payment, the City shall provide uniform clothing via a vendor to the employees covered under this contract. In the event an employee in a particular title cannot be equipped with uniforms by the vendor deemed appropriate by the City, the affected employee agrees to utilize the uniform allowance to purchase via voucher or reimbursement from an appropriate uniform identified by the City.
- 4) Full Time Public Safety Telecommunicators and full-time Motor Vehicle Operators for Elderly & Handicapped will receive a clothing allowance of five hundred dollars (\$500.00) which shall be provided by a City authorized vendor by voucher. Part time employees shall be allotted three hundred and fifty dollars (\$350.00) annually via voucher or reimbursement from a City approved vendor.
- 5) Employee titles requiring uniforms from the contracted Uniform Service are:
 - a. Sewer Repairer
 - b. Senior Sewer Repairer
 - c. Laborer 1
 - d. Laborer 2
 - e. Laborer 3
 - f. Truck Driver
 - g. Heavy Equipment Operator
 - h. Senior Maintenance Repairer
 - i. Road Repair Supervisor
 - j. Mechanic
 - k. Supervising Mechanic
 - l. Code Enforcer

Article V – Holidays

- 1) The City hereby grants to all employees covered by this agreement fourteen (14) paid holidays, to be designated by ordinance of the City Council.
- 2) It is specifically agreed that no employee covered by this Agreement shall be permitted to file against the City any action claiming monetary loss from said holiday exchange.

Article VI – Salary

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

Effective Date	January 1, 2022
Annual Salary	2 % of annual salary
Hourly Employee	2 % of hourly salary
Effective Date	January 1, 2023
Annual Salary	3 % of annual salary
Hourly Employee	3% of hourly salary
Effective Date	January 1, 2024
Annual Salary	3 % of annual salary
Hourly Employee	3 % of hourly salary

- 2) Part-time employees covered by this agreement shall be granted increases in base salaries on a pro-rated basis, based upon a comparison of the increase as applied to a full-time worker in the same or the most similar position in proportion to the hours worked by the part time employee.
- 3) Titles within the bargaining unit and the appropriate starting and maximum salary are set forth in Schedule A.
- 4) The City shall have the right to modify paycheck procedures so as to issue checks on the 15th and 30th of each month, except February, when the second paycheck shall be issued on the last day of the month.
- 5) Active employees represented by the Association, shall be entitled to receive the negotiated salary increases/adjustments. Employees in good standing who left the City employ because of retirement, layoff, or positive resignations, shall be entitled to a salary adjustment for any salary that remains due to them which adjustment shall be pro-rated consistent with the term of the prior Agreement and the term of the succeeding Agreement.
- a. EXAMPLE: An employee represented by the Association who left the City employ after January 1, 2014, would receive a pro-rated adjustment up to the date of his/her termination. If the termination resulted from "charges" brought against the employee and if the charges were sustained by the NJ Department of Personnel, the employee would not be entitled to retroactive salary adjustments.
- 6) MEUSA and the City agree to adhere to the provisions of the nine (9) step pay scale in Article XXVIII as adopted by City Ordinance. The scale shall reflect the starting and top salary for respective positions governed by this agreement. Employees shall be placed into the scale appropriately based on their current rate of compensation and shall be

moved to their new rates on the first pay period in the fiscal quarter where their employment anniversary date occurs. For example, employees with a hiring date between January 1 and March 31 will receive their new pay rate in the first pay period of January. Employees with a hiring date between April 1 and June 30 will receive their new pay rate in the first pay period of April. Employees with a hiring date between July 1 and September 30 shall receive their new pay rate in the first pay period of July. Employees with a hiring date between October 1 and December 31 will receive their new pay rate in the first pay period of October.

7) Each employee upon completion of their twenty fourth (24th) year of continuous service shall be compensated with a one-time non-compounding stipend of Two Thousand Dollars (\$2,000). Said increase shall be included in their base pay and distributed to the employee in equal installments.

Article VII – Meal Ticket

- 1) The City shall pay to each employee, over and above compensation for salary and wages, meal tickets at Twenty-five (\$25.00) each according to the following:
 - a. For continuous work attached to a normal scheduled work day, not including normal meal breaks, one (1) meal ticket at the start of the third (3rd) overtime hour after the normal eight (8) hour day and one (1) every fourth (4th) overtime hour thereafter. To qualify, an employee must be on duty and assigned to work during the overtime hour in which the employee obtains the meal ticket.
 - b. For call-in work not contiguous to a normal work day schedule, one (1) meal ticket at the start of the ninth (9th) overtime hour and one (1) meal ticket at the start of every fourth (4th) overtime hour thereafter.

Article VIII – Personal Days

- 1) Each employee covered by this agreement shall be granted four (4) personal days. The additional day is in lieu of Juneteenth. If the State legislature or City Council requires observance of Juneteenth after ratification of this agreement the added personal day will transfer to Juneteenth as a holiday. Prior notice and approval shall be required at least forty-eight (48) hours in advance and according to the regulations promulgated by the City. Personal days shall not be consecutively utilized in connection with any Vacation or Sick Leave granted herein. Unused personal days shall not accumulate and will be forfeited as of the last day of every calendar year. One (1) personal day shall be charged for each day or part of the day utilized. Except in extreme emergencies, no personal days shall be permitted on holidays, weekends, or in periods of time when the City determines that it has insufficient manpower to permit the granting of said request for personal days. In the event that the notice provisions cannot be met, the City agrees to consider shorter notice, provided that the City is notified by the employee when the employee learns of the need to utilize a personal day.

Article IX – Vacation

- 1) Employees covered by this agreement shall be entitled to the following annual accrued vacation schedule:

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

- 2) Part time employees covered by this agreement shall be entitled to pro-rated vacation leave, based upon their part time working day in accordance with the above schedule.
- 3) Employees are permitted to accumulate no more than ten (10) vacation days at any one time, and then only with the written permission of their Department Head subject to the limits and requirements of NJAC 4A:6-1.2.
- 4) Employees are permitted to take vacation days in one half (1/2) day increments and then only with the written permission of their Department Head. Said approval may not be unreasonably withheld.

Article X – Overtime

- 1) All employees who are covered by this agreement shall receive overtime pay for all time worked over the standard schedule. Payment for hours worked in excess of forty (40) hours per week shall be at one and one half ($1\frac{1}{2}$) times the individual hourly rate. Payment for hours worked in excess of sixteen (16) hours per day, or for work performed on the seventh (7th) consecutive working day, shall be at two times the hourly rate. If the employee is paid other than an hourly basis, the hourly salary shall be determined by dividing compensation authorized as if said employee was employed for 2,080 hours per year. For purposes of overtime payment, hours worked shall have been actual hours worked.
- 2) Overtime rates shall be paid for all hours worked on the sixth or seventh day of the employee's work week.
- 3) When an employee covered by this Agreement is called in to work during a period not contiguous with the normal work schedule, the City of South Amboy shall pay said employee for a minimum of two (2) hours of work at the applicable overtime rate. Should the employee remain on duty past the initial two-hour call-in period they shall be compensated at the prevailing overtime rate if applicable. In the event the call in occurs within any two-hour period contiguous with the start of a regularly scheduled shift the rate of compensation shall be at straight time.
- 4) Beginning on July 1, 2003, the City will pay overtime at the rate of two and one half ($2\frac{1}{2}$) times the individual's hourly rate to an employee required to work for more than twenty-four (24) continuous hours.

Article XI – Longevity

- 1) The City shall pay to all bargaining unit employees hired after July 2, 2019 longevity increments as set forth below, in addition to their regular salaries.

After 10 years continuous service	2% of annual base salary
After 15 years continuous service	4% of annual base salary
After 20 years continuous service	6% of annual base salary
After 25 years of continuous service	8% of annual base salary

- 2) All employees hired on or before July 2, 2019 shall receive longevity as set forth below.
This restoration shall not be retroactive

After 5 years continuous service	2% of annual base salary
After 10 years continuous service	4% of annual base salary
After 15 years continuous service	6% of annual base salary
After 20 years continuous service	8% of annual base salary
After 25 years of continuous service	10% of annual base salary

Article XII – Disability

- 1) If a bargaining unit employee is totally disabled and unable to perform his or her normal duties of employment, or other employment offered by the City, as a result of an accident or condition not arising out of and in the course of his/her employment with the City, the City shall pay to the disabled employee his or her regular base pay for a maximum period of thirty two (32) working days; and during total disability (provided that the disabled employee has exhausted all sick leave), personal days and vacation benefits, under this Agreement. The City and MEUSA agree that the disability payment provided for by this Article is available to each employee covered by this Article only once during the course of the employee's employment with the City.
- 2) The City agrees to provide disability insurance pursuant to New Jersey State Disability commencing January 1, 2015.

Article XIII – Compensation for Temporary Assignment

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

Article XIV – Sick Leave

- 1) Sick leave shall mean absence from duty of any employee because of personal disability due to illness or because he/she has been excluded from their post or duty by a medical doctor because of a contagious disease or of being quarantined for such a disease in their immediate household.
- 2) Employees shall be allowed fifteen (15) accrued sick days per calendar year to be pro-rated for a new employee at a rate of 1 ¼ days per month during their first calendar year of employment.
- 3) If an employee does not use the allotted days of sick leave in any one (1) calendar year, he/she may be allowed to accumulate all of the unused portion without limit.
- 4) All employees are required to obtain a physician's certificate of illness on absences of three or more workdays and on every seventh day and must have a doctor's certificate of ability to work before returning to work at the employee's expense.
- 5) Sick leave shall not be used for any other purpose.
- 6) If an employee cannot come to work s/he must notify the Business Administrator's office as soon as possible after notifying their supervisor.

Article XV – Terminal Leave

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

Article XVI – Death Benefit/Active Employee

- 1) If a City employee, represented by the bargaining unit, dies while actively employed by the City, said employee's spouse/estate shall receive a lump sum payment from the City for accumulated leave within thirty (30) days of the death of the employee.
- 2) Said payment shall not exceed \$15,000 and shall be based on the formula established in Article XV of the Collective Bargaining Agreement.

Article XVII – Union President

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

Article XVIII – Medical Examinations and Commercial Drivers' License

- 1) The City may provide a medical examination to each full-time employee covered by this Agreement. Each existing employee or new employee hired or existing employee who is rehired after termination of more than fourteen (14) working days shall be required, as a condition of employment, to pass a medical examination. Such examination shall be conducted by a Physician licensed to practice in the State of New Jersey or in a hospital accredited by and/or licensed to operate in the State of New Jersey as determined by the City of South Amboy. The results of said examination shall be made available to the employee and the City.
- 2) The City, as a minimum may provide the medical examination as follows:
 - a. New hires – before the date of hire
 - b. Persons up to thirty-nine (39) years old on the 1st of the year in question – every two (2) years
 - c. Persons over forty (40) years old on the 1st of the year in question – every year
- 3) When making appointments for a medical examination, the employee, in the first instance, shall present his City sponsored Health Insurance Identification Card, in an attempt to have the insurance provider assume the cost of said physical examination. In the event that the Health Insurance Company pays a portion of the cost, the City will pay the difference between that amount remitted by the Health Insurance Company and the cost of the physical examination. If the "claim" is denied by the Health Insurance Company, the City will assume the cost of the physical examination.
- 4) The employee shall be permitted time off during the work day for an authorized medical examination, subject to the approval of the employee's supervisor.
- 5) If an employee requires a New Jersey Commercial Driver's License, (CDL), as a condition of his/her job with the City, then, the City will permit time off during the work day for the employee to qualify and obtain the CDL, which time off shall not exceed, in total, 8 hours in any one year, and shall be subject to approval of the employee's supervisor.

Article XIX – Grievance Procedure and Arbitration

- 1) To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this agreement, the following procedures shall be used:
 - a. A grievance is defined as any dispute, controversy, or issue involving the interpretation, application, or violation (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinances, and/or statute which actually affects working conditions.
 - b. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue, or controversy or dispute, or application, as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable employee.
- 2) Grievances, disputes, or controversies which may arise shall be resolved in the following manner:
 - a. A written grievance shall meet the following specifications
 - i. It shall be specific
 - ii. It shall contain a synopsis of the facts giving rise to the dispute, controversy, or issue
 - iii. It shall specify the section of the Agreement, or rule, or regulation, or statute, or ordinance, which has been allegedly violated, misapplied, or as to which the dispute arises.
 - iv. It shall state the relief requested.
 - v. It shall contain the date of the alleged dispute, controversy, or issue.
 - vi. It shall be signed by the grievant
- 3) Times as indicated, exclude Saturday, Sunday, and legal holidays, except where calendar days are indicated.
- 4) The Step Procedure will be as follows:
 - a. Step One – Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew, or should have known, of its existence, the aggrieved employee shall discuss his/her complaint with his/her immediate supervisor. The complaint shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved, and submitted to the immediate supervisor at Step One. In no event shall a grievance be initiated more than twenty (20) calendar days after its occurrence, or more than twenty (20) calendar days after the grievant first knew or should have known of its existence. The supervisor shall investigate the grievance and provide a written

answer to the grievant within seven (7) calendar days of the date of the submission. The time limit in preparing a written grievance, or written response, may be waived by mutual agreement. In the event the supervisor is the department head, the grievance shall commence at Step Two.

- b. Step Two – In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, the grievance shall then be submitted, in writing, by the grievant, the department head (with a copy to the City Administrator). The department head shall submit his answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual agreement.
- c. Step Three – In the event the grievance shall not have been resolved at step two, or if no written response from the department head is received by the grievant, then the grievance shall be submitted to the City Business Administrator by the grievant. The City Administrator shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days, to the grievant, the department head, and attorney or representative of the grievant, if any.
- d. Any employer grievance will be filed with the Union President at Step Three. The Union President shall respond in writing, within seven (7) calendar days to the City Administrator. The times indicated may be extended by mutual agreement.
- e. Following the submission of the City Administrator's written answer, or the Union President's (as also indicated in Step Three for employer grievances) matters which are unresolved shall be discussed at a meeting between the parties, during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.
- f. Step Four – If a grievance has not been resolved at Step Three, then the Union shall have the right to present to the City Council the reasons for hearing the grievance. The City council shall retain the right to waive this step of the grievance procedure, and then the Union can proceed to Arbitration. If the City Council chooses to hear the grievance, then the City Council shall schedule and hold a plenary hearing within twenty-one (21) days of the receipt of the grievance from the City Council. The City Council shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The City Council shall notify all parties of the date, time, and place of the hearing within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement. All decisions of the City Council shall be a majority vote.
- g. Step Five – In the event the grievance shall not have been resolved at Step Four, and in the event of an employer grievance at Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall

have the right to seek a resolution of his/her grievance either at binding arbitration or in the Courts. In all respects the initiation of binding arbitration or court process shall begin within forty-five (45) days after receipt of a written resolution from the City Council, which Resolution shall embody the decision of the Council.

- h. Arbitration – Arbitration requests shall be directed to the Public Employment Relations Commission, subject to the rules then existing of such agency. The aggrieved party shall send the other party a copy of his/her request. The request shall specify the particulars of the grievance and the Agreement provision(s) allegedly violated.
 - i. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Committee.
 - ii. The Arbitrator shall hold the hearing at a time and place convenient to the parties. The Arbitrator shall issue his decision within twenty-one (21) days after the close of the hearing. The decision of the arbitrator shall be served upon the employee aggrieved, the employee's representative, the City Administrator, and the Union, in writing.
 - iii. In the event a disagreement exists regarding whether an issue is arbitrable, the Arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this agreement. Once a preliminary determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.
 - iv. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed as to limit the submission of proofs by the parties.
 - v. An Arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this agreement, or the laws of the State of New Jersey. And shall confine his decision solely to the interpretation and application of this agreement. He/she shall confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The Arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching a determination. The Arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this agreement. The Arbitrator shall not have the authority to add to or subtract from or modify any of the terms of this Agreement or to limit or

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

- vi. The decision of the Arbitrator is final and binding upon both parties in those instances wherein the grievance arises from any issue involving the interpretation, application or violations (alleged and otherwise) of any provision of this Agreement and in all such instances the grievance shall be considered permanently resolved. In all other instances the decision of the Arbitrator shall be advisory only.
 - vii. The expense of the Arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.
 - viii. If the Public Employment Relations Commission is abolished, or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method of choosing an Arbitrator.
- i. General provisions and exceptions to the Grievance Procedure
- i. No grievance settlement reached under the terms of this agreement shall add to, subtract from, or modify the terms of this Agreement.
 - ii. Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the City and the Union.
 - iii. Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filled within thirty (30) days of the time the individual should reasonably have known of its occurrence.
 - iv. The aggrieved employee and his designated employee representative shall be allowed time off without loss of pay as may be required for appearance at a hearing of the employee's grievance scheduled during working hours.
 - v. Where the employee or the Union request employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the appearance as required, if during his normal working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.

- vi. The City Agrees to make available to the Union all public information concerning the City, together with information which may be necessary to process any grievance or complaint.

Article XX – Management of City Affairs

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

Article XXI – Strikes and Other Job Actions

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

Article XXII – Job Posting

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

Article XXIII – Minor Discipline

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

Article XXIV – Notice of Layoff

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

Article XXV – Representation Fee

- 1) 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 the Union with thirty (30) days of initial employment; and any employee previously employed who does not join the Union within ten (10) days of re-entry to employment 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. 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 and provided that no modification is made in this provision by a successor Agreement between the Union and the City.
- 2) 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 on reliance upon the salary deduction authorization cards submitted by the Union to the City and/or that may arise by reason of action taken by the City in the salary deduction of eighty five percent (85%) of Union dues for employees who are not members of the Union.

Article XXVI – Funeral Leave

- 1) In addition to the leave currently established by City Ordinances, it is agreed that one (1) day of leave with pay will be provided to attend the funeral of an Aunt or Uncle.
- 2) Funeral leave up to (4) four business days is to be taken consecutively. Funeral leave days can be used up to and including the day of the funeral.

Article XXVII – General Provisions

- 1) The provisions of this Agreement shall be subject to and not annul or modify existing applicable provisions of Federal, State, and local laws and ordinances, except as limited by the terms of this Agreement, or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby. If any provision of the Agreement shall be judged invalid either by court decree or by decision of an Administrative Tribunal, such adjudications shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.
- 2) This Agreement shall be in full force and effect as of January 1, 2022 and shall remain in effect to and including December 31, 2024 provided, however, that all rights and privileges conferred to the parties herein shall continue until such time as a successor agreement is negotiated or implemented pending impasse. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than one hundred fifty (150) days prior to the budget submission date in the year of the expiration of this Agreement, of a desire to change or modify this Agreement.
- 3) If this Agreement is executed after January 1, 2022, base salary increases due herein shall be paid on a lump sum retroactive basis from the dates specified herein after said Agreement has been ratified, both parties have executed the written Agreement, and the required salary ordinance has been adopted by the City Council. Base salary increases due after the above specified date shall be paid in the normal bi-weekly payroll disbursement. Increase in all other benefits, allowances, leaves, etc., shall be effective on the first day of the month after the above specified date of adoption by the City.

Steps in 2023

<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
Court Administrator	38,445	41,856	45,267	48,679	52,090	55,504	58,915	62,325	69,149
Heavy Equip. Operator	34,270	39,272	44,272	49,273	54,274	59,274	64,276	69,277	79,280
Keyboard Clerk 1	34,270	36,314	38,358	40,403	42,446	44,491	46,534	48,580	52,671
Keyboard Clerk 2	36,556	39,096	41,637	44,177	46,718	49,259	51,799	54,339	59,424
Keyboard Clerk 3	45,694	49,196	52,697	56,199	59,701	63,202	66,705	70,205	77,207
Laborer 1	34,270	36,073	37,875	39,677	41,480	43,283	45,085	46,889	50,489
Laborer 2	34,270	37,961	41,651	45,343	49,032	52,724	56,414	60,104	67,488
Laborer 3	43,058	46,816	50,575	54,333	58,093	61,850	65,610	69,368	76,888
Mechanic	45,035	48,140	51,246	54,351	57,455	60,561	63,665	66,771	72,978
Motor Vehicle Operator E & H / Sr. Coordinator	34,270	37,011	39,752	42,492	45,232	47,973	50,712	53,454	61,576
Motor Vehicle Operator E & H	34,270	37,011	39,752	42,492	45,232	47,973	50,712	53,454	59,066
Motor Vehicle Operator E & H PART TIME (hourly)	16,48	17,79	19,11	20,43	21,75	23,06	24,38	25,70	28,39
Payroll/Bookkeeper (PAYROLL CLERK)	41,740	44,993	48,245	51,500	54,753	58,007	61,259	64,514	71,023
Public Safety Telecommunicator	34,270	34,819	35,368	35,918	36,467	37,016	37,565	38,115	39,212
Senior Cashier	36,556	40,678	44,802	48,925	53,049	57,171	61,295	65,418	73,666
Sewer/Water Repairer	34,270	38,300	42,331	46,360	50,391	54,420	58,450	62,481	70,541
Sr. Water/Sewer Repairer (SEWER REPAIRER II)	39,543	43,693	47,842	51,992	56,141	60,292	64,441	68,591	76,888
Supervising Mechanic	47,232	51,072	54,911	58,751	62,592	66,432	70,272	74,112	81,787
Road Repair Supervisor	34,270	40,151	46,034	51,915	57,797	63,680	69,562	75,443	87,210
Technical Assistant to Construction Official	36,556	39,816	43,076	46,338	49,598	52,859	56,121	59,382	65,905
Truck Driver	34,270	38,388	42,506	46,624	50,742	54,860	58,978	63,096	71,332

Steps in 2022

<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
Court Administrator	37,325	40,637	43,949	47,261	50,573	53,887	57,199	60,510	67,135
Heavy Equip. Operator	33,272	38,128	42,983	47,838	52,693	57,548	62,404	67,259	76,971
Keyboard Clerk 1	33,272	35,256	37,241	39,226	41,210	43,195	45,179	47,165	51,137
Keyboard Clerk 2	35,491	37,957	40,424	42,890	45,357	47,824	50,290	52,756	57,693
Keyboard Clerk 3	44,363	47,763	51,162	54,562	57,962	61,361	64,762	68,160	74,958
Laborer 1	33,272	35,022	36,772	38,521	40,272	42,022	43,772	45,523	49,018
Laborer 2	33,272	36,855	40,438	44,022	47,604	51,188	54,771	58,353	65,522
Laborer 3	41,804	45,452	49,102	52,750	56,401	60,049	63,699	67,348	74,649
Mechanic	43,723	46,738	49,753	52,768	55,782	58,797	61,811	64,826	70,852
Motor Vehicle Operator E & H / Sr. Coordinator	33,272	35,933	38,594	41,254	43,915	46,576	49,235	51,897	59,783
Motor Vehicle Operator E & H	33,272	35,933	38,594	41,254	43,915	46,576	49,235	51,897	57,346
Motor Vehicle Operator E & H PART TIME (hourly)	16.00	17.28	18.55	19.83	21.11	22.39	23.67	24.95	27.57
Payroll/Bookkeeper (PAYROLL CLERK)	40,524	43,683	46,840	50,000	53,158	56,317	59,475	62,635	68,954
Public Safety Telecommunicator	33,272	33,805	34,338	34,872	35,405	35,938	36,471	37,005	38,070
Senior Cashier	35,491	39,493	43,497	47,500	51,504	55,506	59,510	63,513	71,520
Sewer/Water Repairer	33,272	37,184	41,098	45,010	48,923	52,835	56,748	60,661	68,486
Sr. Water/Sewer Repairer (SEWER REPAIRER II)	38,391	42,420	46,449	50,478	54,506	58,536	62,564	66,593	74,649
Supervising Mechanic	45,856	49,584	53,312	57,040	60,769	64,497	68,225	71,953	79,405
Road Repair Supervisor	33,272	38,982	44,693	50,403	56,114	61,825	67,536	73,246	84,670
Technical Assistant to Construction Official	35,491	38,656	41,821	44,988	48,153	51,319	54,486	57,652	63,985
Truck Driver	33,272	37,270	41,268	45,266	49,264	53,262	57,260	61,258	69,254

Steps in 2024

<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
Court Administrator	39,598	43,112	46,625	50,139	53,653	57,169	60,682	64,195	71,223
Heavy Equip. Operator	35,298	40,450	45,600	50,751	55,902	61,052	66,204	71,355	81,658
Keyboard Clerk 1	35,298	37,403	39,509	41,615	43,719	45,826	47,930	50,037	54,251
Keyboard Clerk 2	37,653	40,269	42,886	45,502	48,120	50,737	53,353	55,969	61,207
Keyboard Clerk 3	47,065	50,672	54,278	57,885	61,492	65,098	68,706	72,311	79,523
Laborer 1	35,298	37,155	39,011	40,867	42,724	44,581	46,438	48,296	52,004
Laborer 2	35,298	39,100	42,901	46,703	50,503	54,306	58,106	61,907	69,513
Laborer 3	44,350	48,220	52,092	55,963	59,836	63,706	67,578	71,449	79,195
Mechanic	46,386	49,584	52,783	55,982	59,179	62,378	65,575	68,774	75,167
Motor Vehicle Operator E & H / Sr. Coordinator	35,298	38,121	40,945	43,767	46,589	49,412	52,233	55,058	63,423
Motor Vehicle Operator E & H	35,298	38,121	40,945	43,767	46,589	49,412	52,233	55,058	60,838
Motor Vehicle Operator E & H PART TIME (hourly)	16,97	18,33	19,68	21,04	22,40	23,76	25,11	26,47	29,24
Payroll/Bookkeeper (PAYROLL CLERK)	42,992	46,343	49,692	53,045	56,396	59,747	63,097	66,449	73,154
Public Safety Telecommunicator	35,298	35,864	36,429	36,996	37,561	38,126	38,692	39,258	40,388
Senior Cashier	37,653	41,898	46,146	50,393	54,640	58,886	63,134	67,381	75,876
Sewer/Water Repairer	35,298	39,449	43,601	47,751	51,903	56,053	60,204	64,355	72,657
Sr. Water/Sewer Repairer (SEWER REPAIRER II)	40,729	45,004	49,277	53,552	57,825	62,101	66,374	70,649	79,195
Supervising Mechanic	48,649	52,604	56,558	60,514	64,470	68,425	72,380	76,335	84,241
Road Repair Supervisor	35,298	41,356	47,415	53,472	59,531	65,590	71,649	77,706	89,826
Technical Assistant to Construction Official	37,653	41,010	44,368	47,728	51,086	54,445	57,805	61,163	67,882
Truck Driver	35,298	39,540	43,781	48,023	52,264	56,506	60,747	64,989	73,472

For the City of South Amboy

[Signature]
David S. Kales

5/4/2023
Date

For MEUSA

Kerryann Burke
Kerryann Burke

5/4/2023
Date

THE STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

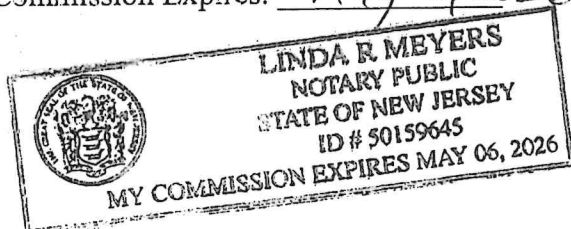
ON 4th day of May, 2023 before me, Linda Meyers

Notary Public personally, appeared David Kales and Kerryann Burke who has satisfactorily identified him/her/themselves as the signers or witnesses to the above referenced documents.

[Signature]
Notary Public Sign

Print: Linda Meyers

My Commission Expires: May 6, 2026



**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 23-102

**RESOLUTION APPROVING JANUARY 1, 2022 – DECEMBER 31, 2024 MUNICIPAL
EMPLOYEES UNION OF SOUTH AMBOY (MEUSA) AGREEMENT**

WHEREAS, the Mayor and Business Administrator have negotiated a settlement with the South Amboy MEUSA (Municipal Employees Union of South Amboy) regarding the terms and conditions of employment for their members for the term January 1, 2022 through December 31, 2024; and,

WHEREAS, the agreements are set forth in the Agreements by and between the City of South Amboy and MEUSA (“Agreements”), on file with the City Clerk; and,

WHEREAS, the Mayor and Business Administrator have recommended that the Agreements be ratified and accepted; and,

WHEREAS, the Council of the City of South Amboy deems the Agreements to be fair and equitable to the City of South Amboy and to the employees represented by the respective bargaining unit;

NOW, THEREFORE, BE AND IT IS, HEREBY, RESOLVED by the Council of the City of South Amboy, Middlesex County, New Jersey, as follows:

1. The Agreements by and between the City of South Amboy and MEUSA is hereby ratified and approved;
2. The Mayor or his designee is hereby authorized and directed to execute the Agreements on behalf of the City of South Amboy;
3. This Resolution is contingent upon the ratification of the Agreements by the respective bargaining unit.
4. The City Clerk shall keep copies of the fully executed Agreement on file for public inspection during normal business hours.

5. The City Clerk shall provide a certified true copy of this Resolution to the Mayor, Business Administrator and Attorney of record for MEUSA.

I, Deborah Brooks, Municipal Clerk of the City of South Amboy, County of Middlesex, State of New Jersey, hereby certify this to be a true copy of a resolution adopted by the City Council on May 3, 2023.



Deborah Brooks
Municipal Clerk

	<i>Moved</i>	<i>Seconded</i>	<i>Ayes</i>	<i>Nays</i>	<i>Absent</i>	<i>Abstain</i>
CONRAD	X		X			
DATO			X			
McLAUGHLIN		X	X			
REILLY			X			
GROSS					X	