

**AGREEMENT**

**Between**

**CITY OF PERTH AMBOY, N.J.**

**And**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL #97**



**January 1, 2023 TO 31 December 2026**

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## **PREAMBLE**

This Agreement, effective and retroactive to January 1, 2023 and expiring December 31, 2026, between the City of Perth Amboy in the County of Middlesex, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" or the "Employer", and International Brotherhood of Teamsters (IBT) Local #97, hereinafter referred to as the "Union", represents the complete and final understanding on all negotiable issues between the City and the Union and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by Article 1 - Recognition, in order that more efficient and progressive public service may be rendered.

## ARTICLE I - RECOGNITION

The City recognizes the Union as the exclusive collective negotiations agent for all full time regular Blue Collar employees employed by the City in the Departments of Public Works, Police, Library and Parking Services Utility, including the following titles, but excluding White Collar employees and supervisors, Blue Collar Supervisors and all Managers:

Animal Control Officer	Sanitation Driver
Building Service Worker	Sanitation Worker
Electrician	Senior Electrician
Equipment Operator	Senior Maintenance Repairer
Groundskeeper /Maintenance Repairer	Senior Mechanic
Heavy Equipment Operator	Senior Traffic Maintenance Worker/Sign Maker 2
Laborer 1	Tire Service Repairer
Maintenance Repairer	Traffic Maintenance Worker
Mechanic Helper	Tree Maintenance Worker 1
Mechanic	Tree Maintenance Worker 2
Maintenance Worker 1 Grounds	Tractor Trailer Driver
Maintenance Worker 2 Grounds	Truck Driver I
	Truck Driver Heavy

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

## **ARTICLE II- MANAGEMENT RIGHTS**

The Union recognizes the rights and duties and authority of the Administration, to manage and control the employees of the administration pursuant to the authority conferred on it by the State of New Jersey, and all applicable local, State and Federal laws. The Administration retains and reserves all rights of management and control of the employees of the Administration not limited by this Agreement.

### **ARTICLE III - NO-STRIKE PLEDGE**

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, support, condone, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from a position, or stoppage of work or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement. The City agrees not to lock out.

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

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



## **ARTICLE IV - NON-DISCRIMINATION**

A. There shall be no discrimination by the City or the Union against any employee on account of race, color, creed, sex, national origin or political affiliation.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of any lawful activities by such employees on behalf of their membership or non-membership in the Union, or because of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement, who are not members of the local Union.

## **ARTICLE V - DUES CHECK-OFF/AGENCY SHOP**

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.

B. The City shall comply with sections a through f of N.J.S.A. 34:13A-5.13, specifically section c which reads:

Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive representative employee organization in an excel file format or to the format agreed to by the exclusive representative employee organization: Name, job title, worksite location, home address, work telephone numbers and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1 following the effective date of this act, public employers shall provide exclusive representative employee organizations, in an excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire and work email address and personal email address on file with the public employer”

a. If the aforementioned is revoked, modified or declared unconstitutional any affected provision shall be deleted or revised as appropriate.

## **ARTICLE VI - HOURS OF WORK**

A. The work week for the Divisions in Public Works: Parks, Buildings and Grounds, Equipment and Maintenance, and Road Repair and Maintenance shall consist of five (5) consecutive days, Monday through Friday, a total of thirty-five (35) hours per work week for all employees who are in the above divisions with the exception of sanitation employees. Traffic maintenance workers, animal control workers and police maintenance workers shall also be assigned to the same work week. The finish-and-go-home schedule, as presently maintained and implemented, shall be continued for sanitation employees.

B. Reserved

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

D. Except as otherwise agreed upon, new hires and current employees who are promoted to a position covered by this Agreement may be assigned an alternative work schedule of five (5) consecutive days which may include Saturday and Sunday. When the City posts a vacancy for a promotion, the posting shall state whether the position requires weekend work. Reasonable notice of the alternative work schedule shall be provided the affected employees if the alternative work schedule is not implemented at the time of the initial employment or promotion. Transfers to the same position in another department or division shall not be deemed a promotion within the meaning of this section of the Agreement.

E. Employees will be permitted a fifteen (15) minute wash up at the end of the work day.

## **ARTICLE VII - SENIORITY**

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

B. An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job. Job classification seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off. Absence without leave for five (5) days or failure to return from any leave of absence shall be considered a resignation. A laid off employee who is reinstated within a two (2) year period shall have the previous seniority reinstated from the date of original hire.

C. In the case where an employee is promoted but does not successfully complete a thirty (30) day probationary period, the employee may return to the previous job classification. The employee's seniority and job classification seniority will continue to accumulate during such period.

D. When an employee transfers to another Division, that employee shall go to the bottom of the overtime seniority list within the Division.

## ARTICLE VIII- OVERTIME

Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:

A. All work performed in excess of thirty-five (35) hours per week. Vacation, sick, personal and holiday leave shall be considered the equivalent of work time for the purposes of calculating overtime.

B. All work performed on the sixth (6th) workday of any work week. Sick time and vacation will be construed as days worked.

C. All work performed on a holiday shall be paid at time and one-half (1-1/2) in addition to payment for the holiday.

D. All work performed in excess of twelve (12) consecutive hours will be paid at a double time rate.

E. For employees in continuous operations, all work performed on days scheduled as non-working days on the work schedule.

F. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for the purpose of computing overtime.

G. All work performed on the seventh (7th) consecutive workday shall be paid at the rate of time and one half (1-1/2). Employees absent due to excused sick, vacation or a holiday will have this time credited as time worked.

H. Time and one half (1-1/2) will be paid for all work performed on Sunday for the purpose of emergency snow removal or any other emergency declared by the Mayor.

I. All work performed in excess of the daily work week can either be paid by overtime or compensatory time. Premium pay will only be available after thirty-five (35) hours. Compensatory time must be taken by year end or paid but cannot carry over into a new year.

J. An employee who is working on a recognized holiday pursuant to this Agreement, who is sent home and is then recalled, shall be paid at the rate of double time for the time worked after having been recalled, which time falls on a recognized holiday.

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

L. Overtime opportunities, excluding snow and ice control, will be distributed as equally as possible on a rotating basis, based on seniority, among employees in the same job classification, division and shift. Snow and ice control overtime opportunities will be distributed in the same fashion, but dependent upon the time of call in, severity of the storm and the impact on other departmental duties.

M. When an employee works four (4) or more consecutive accumulated hours of unscheduled overtime, meal money shall be provided in the amount of six dollars and fifty cents (\$6.50) for each distinct four (4) hours period. This shall be paid semi-monthly with regular and overtime payroll payment.

N. Road employees who are required to work in place of a sanitation employee who is working on a finish-and-go home schedule shall also work on a finish-and-go-home schedule. If the road employee is required to return to work in the Road Division after the employee is finished working in the Sanitation Division, the employee shall be paid overtime at the rate of time and one-half (1-1/2).

O. Should it be proved that an employee was inadvertently skipped during an overtime rotation, said employee will be moved to the top of the next list.

P. Any employee called to work on a Sunday shall be paid at the rate of double time.

Q. In the event that City Hall is closed during regular work hours, those employees who are directed to stay and continue working shall be compensated at time and one half for the remainder of the workday.

## **ARTICLE IX - CALL BACK PAY AND ON CALL PAY**

- A. Any employee who is requested and returns to work during periods other than a regularly scheduled shift, shall be guaranteed three (3) hours pay which will be paid at time and one half (1-1/2) their regular rate of pay regardless of the number of hours actually worked; provided, however, if the employee elects to leave upon completion of assignment and such assignment requires three (3) hours, said employee will be paid a minimum of three (3) hours at the overtime rate.

Call in prior to scheduled work periods shall not be considered "call back" time.

- B. Animal control officers shall receive on-call pay of \$25.00 per day when assigned to such status, independent of any overtime the employee may be called upon to work.



## ARTICLE X - HOLIDAYS

A. Effective 3-13-13, the following days are designated as paid holidays by the City:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July Fourth	Christmas Day

B. When a holiday falls on a Saturday, the Friday before shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

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

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

## ARTICLE XI - VACATIONS

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

<b>YEARS OF FULL TIME EMPLOYMENT WITH THE CITY</b>	<b>VACATION DAYS</b>
1st year of employment	One (1) working day per month
After 1st year through five (5) years	Fourteen (14) working days
After five (5) years through ten (10) years	Seventeen (17) working days
After ten (10) years through twenty (20) years	Twenty three (23) working days
After twenty (20) years	Twenty-seven (27) working days

B. All permanent full-time employees or full-time provisional employees shall be entitled to vacation leave based on their years of continuous service. Periods of leave of absence without pay, except military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Permanent part-time employees shall receive vacation credit allowance on a proportionate or pro-rated basis.

C. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation pay. Vacation pay can be paid in advance of vacation, on the payday of the pay period immediately prior to the start of the employee's vacation, provided at least three (3) weeks' notice is supplied to the payroll office. Vacation pay will be limited to no more than two (2) occurrences per calendar year per employee.

D. Vacation allowance should be taken during the calendar year at such time as requested unless the appointing authority determines that it cannot be taken because of the pressure of work. As

per Civil Service Regulations, employees can carry over no more than one (1) years of accrued and unused vacation leave into the next calendar year only.

E. Any employee who is retiring or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year, except any employee who retires after July 1 of the calendar year shall be granted full vacation coverage.

F. In case of the death of an employee, all vacation pay due shall be paid to the beneficiary on file, or if none, to the estate.

G. Employees called back to work while on vacation shall receive time and one half (1/1/2) for that time worked.

H. An employee may sell back to the City unused accumulated vacation time in excess of five (5) days at 60% of the accrued rate of pay so long as the City offers to do so. (The calculation would be employee's hourly wage rates for the vacation leave when it was accrued X the number of vacation hours the employees seeks and the City agrees to pay X 0.60.)

## **ARTICLE XII - GRIEVANCE PROCEDURE**

A. To provide for the expeditious and mutually satisfactory settlement of grievances as hereinafter defined, the City and the Union establish this Grievance Procedure. The term "grievance" as used herein means any alleged complaint with respect to the interpretation, application or violation of any term of this Agreement. A grievance must be instituted within ten (10) working days of the occurrence of the event being grieved. Failure to act within the ten (10) working days from the occurrence of the alleged grievance shall be deemed a waiver of the grievance.

B. STEP ONE: An employee with a grievance shall first discuss it with his immediate supervisor or foreman, with the purpose in mind of resolving the matter informally.

C. STEP TWO: If the grievant is not satisfied with the disposition of the grievance at STEP ONE or if no decision has been rendered within two (2) working days thereafter, the grievance shall be reduced to writing and submitted to the Division Superintendent who will arrange a meeting with the employee and the Local Union Steward not later than five (5) working days after receipt of the written grievance to attempt to resolve the grievance. If no decision is rendered or no meeting is called by the Division Superintendent within five (5) days, then the grievance shall be deemed to be waived to the next step.

D. STEP THREE: If the grievant is not satisfied with the disposition of the grievance at STEP TWO or if no decision has been rendered within five (5) working days after the time limit allowed for STEP TWO, then the grievance shall be submitted to the Division Head who will arrange a meeting with the employee and the Local Union Steward not later than five (5) working days after receipt of the written grievance to attempt to resolve the grievance. If no decision is rendered or no meeting is called by the Division Head, then the grievance shall be waived to the next step.

E. STEP FOUR: The Business Administrator shall arrange a meeting at a mutually agreeable time and place not later than ten (10) working days after receipt of written grievance. The aggrieved party, the Union Representative, and the Shop Steward shall be entitled to be present at the meeting. The Business Administrator will give a written answer to the grievance of the employee and the Union within ten (10) working days after the meeting, or within such additional period of time that may be mutually agreed upon.

F. STEP FIVE: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request arbitration.

#### ARBITRATION

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name; the other party shall then strike one (1) name. The process will be repeated, and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall issue a decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

When the binding arbitration has been made public, it shall be presented to the City Council.

## **ARTICLE XIII - WORK UNIFORMS AND ALLOWANCES**

Effective January 1, 2016, in lieu of an annual uniform allowance each employee covered by this Agreement shall be provided with a uniform by the City. Effective 1 April 2019, an employee may choose either direct purchase (direct buy option) of the uniform from the qualified vendor using appropriated City funds or use the qualifying vendor's rental service that includes a cleaning service.

Each division, whether it's individuals use the rental or direct buy options shall have substantially similar uniforms to each other designated by the appropriate Director of Operations.

With rental service each employee assigned to the following will be exchanged on a weekly basis for cleaning and repair:

- Eleven (11) industrial shirts (long-sleeved for fall/winter, short-sleeved for spring/summer)
- Eleven (11) pairs of industrial pants (cargo shorts will be provided during the summer for selected divisions)
- One (1) cold weather three –season coat
- One (1) spring jacket
- Five (5) coveralls (mechanics only)

Each employee will also be provided:

- Four (4) t-shirts per year

The direct buy option shall give the employee a choice in the number of items they choose, but the basic uniform shall be the same as the rental program. Outerwear may vary. There is an

upper limit of \$650 per employee for direct purchase. All Street Division and Sanitation Division employees shall wear uniforms that are ANSI approved reflective.

Boots may be acquired:

- Option 1 – Through Cintas catalogue, with a quote made by Cintas, requiring no upfront payment
- Option 2 – Purchased from another vendor, using the employee's money to make the initial purchase, and then being reimbursed upon processing of receipts given to the designated management representative. For DPW, it is Matthew Nieves. For Police, it is Miguel Morales. For Parking Utility, it is Celestina Ramos.

The maximum total amount that will be reimbursed for the year is \$150. That total may be reached by purchasing several pairs of boots for the year whose prices add up to \$150; or 1 pair of boots that costs \$150. Any amount in excess of \$150 shall not be reimbursed.

Effective January 1, 2021, the maximum, total amount that will be reimbursed for the year is \$300. That total may be reached by purchasing several pairs of boots for the year whose prices add up to \$300. Any amount in excess of \$300 shall not be reimbursed.

Taxes attached to the purchases shall not be reimbursed.

Every Blue-Collar employee must fill out and return to their designated management representative, a Blue-Collar Union Boot Form in order to receive reimbursement, and to be registered in the program. As per purchasing law, all checks must be mailed to a legal, deliverable address. The address listed on the blue-Collar Union Boot Form shall be the address payment is sent.

The original receipt must be presented for reimbursement (not a copy, not a credit card bill).



In order to receive payment, each purchase will have a purchase order created and each employee must sign that purchase order for processing to receive reimbursement.

Boots may be purchased from January 20<sup>th</sup> to December 8<sup>th</sup>, 2020; there is a December deadline to enter requisitions (check for date in 2021 and 2022) into the system for end of year close out for Purchasing Department. For purchasing efficiency and prompt payment, receipts should be turned in immediately after each purchase.

Blue Collar Union members who have selected the uniform purchase option instead of the uniform rental option may use part of their yearly \$650 to purchase 1 additional pair of boots. The total cost of that purchase shall be deducted from their yearly \$650 allowance to buy clothing.

It is agreed that the City will consult with the Union on uniform style and color prior to initiation of the program or prior to any changes that may be forthcoming, with the understanding that it is a common goal that every uniform meet current PEOSH safety standards.

Employees shall receive rain gear (one pair annually or replaced if destroyed).

Mechanics assigned to the Police Dept. shall receive up to \$1,000 reimbursement for tools required for the job. Prior authorization is required by the director or his designee.

Employees shall be reimbursed for certifications and CDL. Prior authorization is required by the director or his designee.

## **ARTICLE XIV - UNION REPRESENTATIVES & STEWARDS**

Representatives of the Union, who are not employees of the City, shall be permitted to visit with employees during working hours at their workstations for the purpose of discussing Union representation matters. Such representatives shall also be recognized between the parties regarding employee representation. The City recognizes and shall deal with the Union Steward and Union Representative in all matters relating to grievances and interpretation of this Agreement.

A written list of the Union Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any change of such Union Steward.

The City recognizes the right of the Union to designate five (5) Stewards for the enforcement of this Agreement. The Union shall furnish the City with a written list of Stewards and alternates and notify the City of any changes.

The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers.

Designated Union Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on contract negotiations the with City provided there shall be no undue interference with the normal operations of the business of City government or normal duties of employees. Requests for time under this section will not be unreasonably denied.

During Management's orientation meeting with each new employee, the appropriate Shop Steward shall be allowed ten (10) minutes to answer any questions the employee may have about their employment or about the Union.

## **ARTICLE XV - BULLETIN BOARDS**

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

## ARTICLE XVI - SICK LEAVE

A. Sick leave is defined to mean any absence of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of his immediate family who is seriously ill and requires the care or attention of such employee, or quarantine mandated by a local Board of Health.

B. Pursuant to N.J.S.A. 4A:6-1.3, full time local employees shall be entitled to a minimum of annual paid sick leave as follows:

a. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.

b. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

C. Employees shall notify their immediate supervisor before the start of their regularly scheduled shift that the employee is going on sick leave. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted when an employee is absent four (4) or more consecutive sick leave days. The City may require medical proof of illness at any time where there appears to be an abuse of sick leave.

D. Sick leave may be taken in less than full day periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered one-half (1/2) day, and an absence from work for four (4) hours or more shall be considered as one (1) full day.

E. Sick days are credited in advance of expectation of continued employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of such time taken within the calendar year.

F. In case of death of an employee, all sick leave due shall be paid to the beneficiary on file, or if none, to the estate, at the rate consistent with Current City Policy.

G. The past practice of not allowing an employee to charge sick days until they have worked at least one (1) day in a new year, regardless of the number of days the employee has accrued, shall hereby be discontinued. This clause shall in no way modify the existing policy expressed in paragraph E above which requires reimbursement in those cases where more time has been charged than has been earned.

H. Sick Leave Incentive

- a. Employees must have 30 days accumulated Sick Leave at the end of 2019.
- b. No sick leave incentive will be paid in 2020 for days in 2019.
- c. sick leave incentive shall be:
  - 1. Three (3) days' pay for no sick days taken during the Calendar Year.
  - 2. Two (2) days' pay for taking only one sick day during the Calendar Year.
  - 3. One (1) days' pay for taking only two sick days during the Calendar Year.
  - 4. No sick day pay incentive for taking three or more days.
  - 5. No payout for sick leave incentive until 2021 for 202 Calendar Year.

## **ARTICLE XVII - LEAVE OF ABSENCE**

A. Any employee covered by this Agreement may take a leave of absence without pay from City duties, if a recommendation is given by the Division Head and approval is granted by the Business Administrator.

B. The leave of absence shall not exceed six (6) months within one (1) calendar year.

C. During the period of leave of absence an employee will receive no benefits (e.g. leave, health insurance, etc.) and accrue no seniority in title (i.e. an adjusted service date) or longevity in service. The date by which time the employee shall be eligible to earn an increment shall be adjusted by the number of days of the leave of absence.

D. An employee must be given a leave of absence without pay when an employee requests (requested) without using accumulated sick and vacation time first.

## **ARTICLE XVIII - INJURY LEAVE**

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period of seven (7) calendar days. Any payments received by the employee attributable to Workmen's Compensation during the period of said injury leave shall be deducted from the employee's salary payable by the City. After seven (7) calendar days, the City will no longer be obligated to pay out any supplement to Workmen's Compensation.

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



## **ARTICLE XIX - FAMILY AND MEDICAL LEAVE**

All employees shall be entitled to family and medical leave consistent with State law, N.J.S.A. 34:11B-1 et seq., and Federal law, 29 U.S.C.A. 2601, et seq. which shall, to the extent permissible by law, run concurrently with applicable paid sick, personal, vacation and/or other paid leave.

## **ARTICLE XX - BEREAVEMENT LEAVE**

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

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

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

## **ARTICLE XXI - JURY LEAVE**

Any employee covered by this Agreement who is required to serve on a jury shall be paid their regular City salary and the payments received as a juror. It is understood that the above clause shall not apply to jury leave which is undertaken on a voluntary basis by an employee, it being understood that acceptance by an employee of REQUIRED jury duty shall not be deemed as voluntary. It is further understood that this clause shall apply to the usual two (2) week petit jury term and the usual grand jury term. If, however, an employee is required to remain after the prescribed period of service, they shall be paid therefor in accordance with the other terms hereof.

## **ARTICLE XXII - MILITARY LEAVE**

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

## **ARTICLE XXIII - CONVENTION LEAVE**

Any employee of the City who is a duly authorized delegate of the local Union may apply for a leave of absence with pay to attend the Education Conferences, Council Assembly or International Convention. Said leave of absences shall not exceed five (5) days for any employee, nor shall the number of people so authorized exceed three (3) in number. The City shall approve the application for leave of absence submitted by said duly authorized delegate, so long as the efficient operation of the City permits. Proof of attendance by the employee at the convention shall, upon request, be submitted by the employee to the City.

## ARTICLE XXIV - LONGEVITY

Employees covered by this Agreement and hired to a full time permanent position prior to January 1, 2013, shall receive, in addition to salary provided in EXHIBIT A attached hereto and in accordance with the following schedule, longevity as follows:

YEARS OF SERVICE	LONGEVITY AMOUNT
Five (5) years of service	Two percent (2%) of salary
Ten (10) years of service	Three and three-fourth percent (3¾%) of salary
Fifteen (15) years of service	Five- and one-half percent (5½%) of salary
Twenty (20) years of service	Seven and one-fourth percent (7¼%) of salary
Twenty-five (25) years of service	Nine percent (9%) of salary
Twenty-Nine (29) years of service	Fourteen and one-fourth percent (14¼%) of salary

For the purpose of determining longevity, an employee covered by this Agreement shall be eligible for a longevity payment commencing with the first full pay period following their anniversary date of their first five (5) years of employment and for the completion of each additional five (5) years. Years of service for the purpose of longevity pay shall be computed to the original date of employment, shall be continuous and consecutive, and calculated on total years in full pay status. Years of service will be computed on the basis of full-time permanent employment only.

## **ARTICLE XXV - PERSONAL DAYS**

All employees covered under this Agreement shall be entitled to three (3) days a year leave of absence with pay for personal business.

No personal days can be accumulated.

Personal days shall not be taken in conjunction with vacation or sick leave and notification and request for personal days must be made twenty-four (24) hours in advance of taking them.

## **ARTICLE XXVI - SALARIES**

- A. The Salary Guide is increased by 2.5% retroactive to January 1, 2023.
- B. The Salary Guide is increased by 2.5% effective January 1, 2024.
- C. The Salary Guide is increased by 2.0% effective January 1, 2025.
- D. The salary guide is increased by 2% effective January 1, 2026



## **ARTICLE XXVII - HEALTH AND LIFE INSURANCE BENEFITS**

SECTION 1 The City will provide life insurance on the life of each employee covered by this Agreement in the amount of five thousand dollars (\$5,000.00) for those employees under 65, two thousand dollars (\$2,000.00) for those employees over 65, and one thousand dollars (\$1,000.00) for retired employees. In addition, the City will provide accidental death and dismemberment insurance in the amount of at least two thousand dollars (\$2,000.00) on the life of each employee covered by this Agreement.

SECTION 2 The current medical health benefit plan shall be replaced by the City of Perth Amboy Premier Flex Plan, a copy of which is annexed hereto as Addendum A.

SECTION 3 The rate schedule upon which payments are based shall be applied to the standard dental plan, and dental coverage shall be two thousand dollars (\$2,000.00).

SECTION 4 The Employer shall pay an amount not to exceed two thousand dollars (\$2,000.00) for orthodontia to all covered employees.

SECTION 5 Effective, October 1, 2009 the following changes shall be made to the group employee health insurance plan of the City affecting all employees:

a. Doctor's visit co-payments shall be \$10.00 per visit instead of \$5.00 per visit.

b. Emergency Room visits without admittance shall be \$50.00 per visit instead of \$25.00 per visit. As is currently the case, co-payment shall not be assessed for emergency room visits resulting in a hospital admission. All other extant terms and conditions shall remain the same.

c. Out of network benefits:

1. Increase deductible:

From \$100 to \$200 for individuals

From \$200 to \$400 for families

2. Increase maximum out of pocket co-payment benefit:

From \$400 to \$800 for individual

From \$800 to \$1600 for families

d. Prescription Insurance - Change the following co-payments:

	From	To
Generic	10%	5%
Brand Name	10%	15%
Brand Name (Mail Order)	10%	10%
Special Conditions*	10%	10%

\*This provision would include those cases where generic cannot replace brand name as a matter of medical necessity. The employee must apply to the City and supply a doctor's note certifying the medical necessity of the non-generic form of the drug or the inability to provide the drug on a mail order (90 day supply).

SECTION 6 Effective September 1, 2013, the following changes shall be made to the group employee health insurance plan of the City affecting all employees:

Doctor's visit co-payments shall remain \$10.00 per visit.

Emergency Room admittance shall be \$50.00 per admittance. As is currently the case, copayment shall not be assessed for emergency room visits resulting in a hospital admission. All other extant terms and conditions shall remain the same.

Out of network benefits:

Increase deductible.

From \$200 to \$400 for individuals

From \$400 to \$800 for families

Increase maximum out of pocket co-payment benefit

From \$800 to \$1600 for individual

From \$1600 to \$3200 for families

Prescription Insurance - Change the following co-payments:

	From	To
Generic	5%	5%
Brand Name	15%	20%
Brand Name (Mail Order)	10%	15%
Special Conditions*	10%	15%

\*This provision would include those cases where generic cannot replace brand name as a matter of medical necessity. The employee must apply to the City and supply a doctor's note certifying the medical necessity of the non-generic form of the drug or the inability to provide the drug on a mail order (90 day supply).

## **ARTICLE XXVIII - RETIREMENT BENEFITS**

SECTION 1 The City agrees to continue to provide retirement benefits in accordance with the applicable law under the Public Employees Retirement System (PERS).

SECTION 2 Upon retirement, an employee will be paid for one (1) of every two (2) sick days that he/she has accumulated with a ceiling of two hundred (200) sick days paid upon retirement. Employees hired after May 21, 2010 are subject to a cap of \$15,000 for this payment.

SECTION 3 Health Insurance at Retirement

### a. DEFINITIONS

**Health Insurance Coverage** means the group health and hospital insurance coverage provided by the City of Perth Amboy at the time of the eligible employee's retirement and thereafter under the terms of the collective bargaining agreement with the employee organization that represented the retiring employee's job title. It includes surviving spouse and any eligible dependent(s) for which coverage was provided at the time of retirement to the extent provided for in the controlling insurance contract in effect at the time. Any changes in insurance plans, benefit levels and/or employee contributions that occur during retirement will be applicable to and binding upon the eligible retiree and dependent(s).

**Eligible Retiree** for purposes of this provision is an individual who was employed full time by the City of Perth Amboy on or before July 1, 2008, and continuously thereafter, who retires:

1. On a State accidental disability pension as a result of an on-the-job injury while performing services for the City of Perth Amboy; or

2. After twenty-five (25) years or more of pensionable service under the New Jersey State Pension System;

or

3. With at least 15 years of employment service in the City of Perth Amboy and reached the age of 62 years or older.

**b.** Pursuant to N.J.S.A. 40A:10-23, the City will assume the partial or full premium cost (depending on the practice for full time active employees) of the controlling group health and hospital insurance coverage for employees, spouse and eligible dependent(s), who retire and satisfy the following conditions:

1. The employee commenced full-time employment for the City of Perth Amboy prior to July 1, 2008, and remained continuously employed (as determined by the Civil Service Commission) full-time by the City through the date of qualifying retirement under a State of New Jersey administered retirement plan; and

(a)The employee retired:

i. On a State accidental disability pension as a result of an on-the-job injury sustained while performing services for the City of Perth Amboy; or

ii. After twenty-five (25) years or more of pensionable service under the New Jersey State Pension System;

or

iii. With at least fifteen (15) years of pensionable employment service in the City of Perth Amboy and reached the age of 62 years or older.

2. The level of insurance will be the prevailing group coverage that is in effect for the employee organization that represented the retiring employee's job title and the qualifying retiree, and his or her spouse and dependents, will be subject to and responsible for any employee contributions, deductibles and/or co-pays in effect from and throughout retirement.

c. MEDICARE

Upon reaching retirement and age 65, Medicare shall become primary health and hospital insurance coverage for employee and applicable dependent(s).

## **ARTICLE XXIX - SAFETY AND HEALTH COMMITTEE**

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

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

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

## **ARTICLE XXX - PROBATION**

All newly hired employees shall be subject to a three (3) month probationary period. The purpose of said probationary period is to enable the city to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The decision of the City regarding the termination of probationary employees shall not be subject to the Grievance Procedure.



## **ARTICLE XXXI - RULES AND REGULATIONS**

A. The City may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. Copies of all such rules shall be distributed to the Union President.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established (N.J.S.A. 34:13A-5.3).

### Section B. Residency Waiver

The City shall adopt an ordinance establishing the following:

Employees who have been required to be “bona fide” residents of the City of Perth Amboy under Article 4-132 or any other similar ordinance of the City shall be permitted to reside outside the City limits after completing more than ten (10) full years of City residency and employment.

Residency outside of City boundaries shall not be a basis for bias in favor of City residents over their non-city resident coworker in areas as such as overtime call-in, lateral title changes or promotional opportunities.

## **ARTICLE XXXII - OUT OF TITLE WORK**

Any employee who, when authorized by an immediate supervisor, perform work in a higher paid classification other than their own for at least four (4) hours or more shall be paid at the rate of the higher classification for the actual hours worked.

**ARTICLE XXXIII**

Reserved

## **ARTICLE XXXIV - REST PERIODS**

Employees within this bargaining unit may take a rest period of not more than fifteen (15) minutes for each one-half (1/2) day of work at times scheduled by the immediate supervisor. A REST PERIOD MAY NOT BE USED TO COVER AN EMPLOYEE'S LATE ARRIVAL TO WORK OR EARLY DISMISSAL NOR MAY IT BE REGARDED AS ACCUMULATIVE IF NOT TAKEN.

## **ARTICLE XXV - ACCESS TO PERSONNEL FILES**

Employees shall, within five (5) working days of a written request to the Personnel Department, have an opportunity to review their personal folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation, or any evaluation of their work performance or conduct prepared by the City during the term of this Agreement. The personnel files maintained in the City Personnel Office in City Hall shall be the official personnel file.

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

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

## **ARTICLE XXXVI - LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union, having recognized that cooperation between management and labor is indispensable to the accomplishment of sound and harmonious labor relations shall jointly maintain and support a Labor-Management Committee.

The Labor-Management Committee shall consider and recommend to the Administration changes in the working conditions. The Committee shall not consider items being grieved.

The Labor-Management Committee shall consist of eight (8) members. The Union shall designate four (4) Stewards. The Administration shall designate four (4) members.

The Committee shall meet at the request of any of the parties within ten (10) days of notification of such meeting. An agenda of the meeting shall be submitted by the party calling for the meeting to the other party no later than five (5) days before scheduled meeting.

## **ARTICLE XXXVII - DISCIPLINE AND DISCHARGE**

An employee may be disciplined or discharged for just cause. Any employee shall have the opportunity to be represented by the Union when advised of disciplinary or discharge action being taken against such employee.

No progressive discipline will be imposed for lateness unless a pattern of lateness is established within a twelve (12) month period.

A copy of all disciplinary actions shall be sent to the Union President.

## **ARTICLE XXXVIII - JOB POSTING**

Existing or planned job vacancies will be posted on the bulletin boards. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedure to be followed by employees interested in completing an application. Said applications must be made within five (5) working days of posting. A copy of the posting will be given to the Union President.

Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

Upon approval from the Business Administrator, notification of job vacancy posting will be transmitted to the following Departments electronically where there are Blue Collar Union workers: Public Works, Police, and the Library via email one (1) day prior to the posting date.

A copy of the posting notification will be forwarded to the Blue Collar Union President and an acknowledgment of receipt must be sent to the Personnel Office within forty eight (48) hours after the posting date.

To ensure receipt of the job vacancy notification transmitted via email and posting in each site, an acknowledgement from the Shop Steward will be required for recordkeeping.



## **ARTICLE XXXIX - FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## **ARTICLE XL - SAVINGS CLAUSE**

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

## **ARTICLE XLI - PAY PERIOD**

Effective April 1, 2013 employees covered by this Agreement shall be paid semi-monthly.

**ARTICLE XLII**

Reserved

### **ARTICLE XLIII - PRESCRIPTION EYEGASSES ALLOWANCE**

Employees shall be entitled to an annual one hundred fifty dollars (\$150.00) prescription eyeglass allowance per person and an aggregate limit of five hundred dollars (\$500.00) per family per year upon receipt of proof of payment of a new or replacement set of prescription eyeglasses (not sunglasses) for the employee during the year in question. Coverage shall include prescription eyeglasses and/or eye examinations by an optometrist or ophthalmologist.

## **ARTICLE XLIV - MANDATORY RANDOM AND REASONABLE SUSPICION DRUG AND ALCOHOL TESTING**

A mandatory Random and Reasonable Suspicion Drug and Alcohol Testing Program shall be implemented in the same manner as the City's existing CDL Program. Random testing shall be provided on a quarterly basis with seven (7) primary and seven (7) substitute employees selected randomly. The date for the test shall be determined by the Employer. A union official may be present during the testing procedures.

The covered employees must provide written consent on a form provided by the City.

The penalty for testing positive on any random or reasonable suspicion drug or alcohol test shall be as set forth in this Article.

### **First Offense**

An employee who tests positive for drugs or alcohol while on duty, pursuant to either a random or reasonable suspicion test, shall be suspended from duty without pay and referred to the City's Employee Assistance Program ("EAP") for substance abuse evaluation and determination of the appropriate course of treatment. The employee shall submit, cooperate with, and satisfactorily complete such counseling, therapy, treatment and/or rehabilitation program as is recommended to the employee and the City by the EAP's substance abuse professional(s).

Failure to successfully complete the required counseling therapy, treatment and/or rehabilitation program shall result in dismissal.

An employee who has tested positive for drugs or alcohol for the first time and satisfactory completes the recommended counseling, therapy, treatment and/or rehabilitation program will be reinstated to employment upon; (a) the substance abuse professional's submission to the City of the documentation confirming the employee's satisfactory completion of the recommended course of treatment; and (b) the employee's execution of a "Last Chance Agreement" confirming his/her understanding that a subsequent positive drug or alcohol test while on duty will result in immediate termination. This right to reinstatement and a second chance will not apply to any employee who is already subject to a "Last Chance Agreement" at the time of approval of this Agreement.

Whether the treatment recommended by the EAP substance abuse counselor is in-patient or out-patient services, it will be subject to the terms of the City's health and wellness plan. An employee will be permitted to use accumulated sick, personal or vacation leave for absence due to an in-patient rehabilitation program.

An employee who voluntarily seeks to be referred to the City's EAP or a qualified professional for substance abuse evaluation and is not adjudged to have abused alcohol or drugs at the time of voluntarily seeking assistance shall not be deemed to have committed a first offense under this provision. If an employee does so but tests positive for drugs or alcohol, it shall be a first offense under the provision.

### **Second Offense**

An employee who tests positive on a second occasion for drugs or alcohol while on duty, pursuant to either a random or reasonable suspicion test, shall be terminated.

The Second Offense provision shall apply prospectively, so that an individual who has had a prior first offense under the terms of the prior collective bargaining agreement shall be treated as a first-time offender under this Agreement. This exception shall not apply to any employee who is already subject to a Last Chance Agreement.

Refusal to submit to a test as required without a valid medical examination shall subject the individual to immediate dismissal.

An employee who has no remaining sick, personal or vacation time may request payment for future vacation time instead of time off, upon successfully completing prescribed course of treatment at a recognized substance abuse treatment facility and providing evidence of such satisfactory completion by submitting a note from said facility which is signed by the treatment physician to the Personnel Office.

An employee may only request this one time.

Training material that addresses substance abuse shall be presented annually by the City at no cost to the employees.



**ARTICLE XLV - TERMINATION**

This Agreement shall be effective from January 1, 2023, until December 31, 2026.

It can automatically be renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to January 1, 2026, that it desires to modify this Agreement. In the event that such a notice is given, negotiations shall begin no later than sixty (60) days prior to December 31, 2026.

IN WITNESS THEREOF, the parties hereto set their hands and seals this 20 day of November, 2023.

ATTEST:

CITY OF PERTH AMBOY

Victoria Ann Kupsch

By: Helmin Caba

Victoria Ann Kupsch, City Clerk

Helmin Caba, Mayor

ATTEST:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 97

Travis S. Perry

By: Paul J. [Signature]

President

Secretary Treasurer

APPROVED:

Michael Greene  
Michael Greene, City Administrator