

**ADDENDUM  
TO THE  
1998-2001 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CITY OF ASBURY PARK  
AND CHAPTER 5, LOCAL 196,  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL  
ENGINEERS, AFL-CIO  
(IFPTE)**

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- 1) All terms and conditions of the 1998-2001 Collective Bargaining Agreement between the City of Asbury Park and the IFPTE, Local 196, which expires on December 31, 2001, shall remain in effect through and including December 31, 2003, with the exception of the following provisions:
  1. ARTICLE XXI - SALARIES

2002: Effective January 1, 2002, there shall be an increase in base salaries of four percent (4%), across the board.

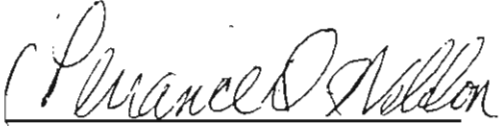
2003: Effective January 1, 2003, there shall be an increase in base salaries of four percent (4%), across the board.
  3. ARTICLE X - BEREAVEMENT LEAVE

Effective January 1, 2002, Sections A & B will be amended to read as follows:

    - A. Effective January 1, 2002, a member of this group shall be granted five (5) working days off for the death of a father, mother, spouse or child, including stepchild.
    - B. Effective January 1, 2002, a member shall be granted three (3) working days off if death occurs to others in the immediate family, which shall consist of stepfather; stepmother; brother; sister; stepbrother; stepsister; mother-in-law; father-in-law; grandmother;

grandfather; grandchild; son-in-law; daughter-in-law; sister-in-law,  
and brother-in-law.

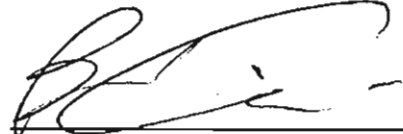
For the City



Terrance Weldon, City Manager

Date: 1/11/02

For the Union



Barbara Lesinski, President

Date: 1/11/02

Local Officers

Paul Zambrano  
*President*

Joseph M. Nuzzo  
*Vice-President*

William Turnbach  
*Treasurer*

MARIA Colatrella  
*Secretary*

INTERNATIONAL FEDERATION OF  
**PROFESSIONAL AND TECHNICAL ENGINEERS**  
**LOCAL 196**



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Leonard C. Schiro, Esq. Business Agent

Representing

- Chapter #1 - N.J. Highway Authority  
- Senior Sub-Chapter/Parkway
- Chapter #2 - South Jersey Transportation Authc  
- Senior Sub-Chapter/S.J.T.A.
- Chapter #3 - Asbury Housing Authority/HUD
- Chapter #4 - Borough of Neptune City
- Chapter #5 - City of Asbury Park
- Chapter #6 - Cape May Bridge/Road Commissio
- Chapter #7 - Old Bridge/Dispatchers
- Chapter #8 - Borough of Matwan
- Chapter #9 - Old Bridge Municipal Utilities Authc
- Chapter #10 - Monmouth County Supervisors

December 13, 2001

VIA FAX & REGULAR MAIL (732)775-1483

Terry Weldon  
City of Asbury Park  
One Municipal Plaza  
Asbury Park, New Jersey  
07712

**RE: Settlement**  
**Docket AR 2002-113**

Dear Mr. Weldon:

In an effort to settle the above captioned matter, I have set forth the terms negotiated between Local 196 and the City of Asbury Park.

Each of the following people will receive a \$500.00 addition to their base salary retroactive to January 1<sup>st</sup>, 1999, prior to incorporation of the negotiated increase for 1999:

- Roberta Holt
- Linda Adams
- Christine Paulin
- Leana Moriniere
- L. Denise Brown
- Dina Todd
- ~~Brenda Moore~~ *AS 12/14/01*
- Shirley Saunders (Retired)
- Holly Briker (Laid off)

The titles are Senior Account Clerk, Assessing Clerk Typist, Senior Cashier, Senior Clerk, and Senior Clerk Typist.

The increased rate of pay shall be incorporated into the new collective bargaining agreement. The employees will be given appropriate back pay by December 14, 2001. It is my understanding that the new longevity schedule has been updated to include the negotiated 30-year stipend, and those affected employees will be made whole.

Amendments\*\*

2002-2003 AFL/CIO UNION TITLES:

	2002 1st Year	2003 1st Year	2002 2nd Year	2003 2nd Year	2002 3rd Year	2003 3rd Year	2002 4th Year	2003 4th Year	2002 Max	2003 Max
Account Clerk Typing	\$23,372	\$24,307	\$26,317	\$27,370	\$29,263	\$30,214	\$32,629	\$33,935	\$32,931	\$34,248
Assessing Clerk Typing	\$26,416	\$27,473	\$28,652	\$29,798	\$30,908	\$31,913	\$33,614	\$34,958	\$35,561	\$36,984
Building Maintenance Worker	\$20,334	\$21,147	\$27,130	\$28,216	\$33,867	\$34,968	\$40,522	\$42,143	\$40,905	\$42,541
Carpenter	\$34,013	\$35,374	\$38,581	\$40,124	\$43,713	\$45,133	\$49,480	\$51,459	\$49,947	\$51,945
Clerk	\$18,810	\$19,563	\$22,399	\$23,295	\$25,970	\$26,814	\$29,918	\$31,114	\$30,191	\$31,399
Clerk Stenographer	\$29,802	\$30,994	\$34,057	\$35,419	\$37,756	\$39,266	\$41,735	\$43,405	\$42,124	\$43,809
Clerk Transcriber	\$18,810	\$19,563	\$22,400	\$23,296	\$26,159	\$27,205	\$29,918	\$31,114	\$30,191	\$31,399
Clerk Typist	\$18,810	\$19,563	\$22,399	\$23,295	\$25,970	\$26,814	\$29,918	\$31,114	\$30,191	\$31,399
Communications Operator	\$23,372	\$24,307	\$26,646	\$27,712	\$29,911	\$30,883	\$33,616	\$34,961	\$33,926	\$35,283
Cost Estimator Property Improvement	\$30,977	\$32,216	\$35,635	\$37,061	\$40,860	\$42,188	\$46,674	\$48,541	\$47,113	\$48,998
Deputy Municipal Court Administrator	\$20,334	\$21,147	\$24,528	\$25,509	\$28,701	\$29,633	\$33,287	\$34,619	\$33,597	\$34,941
Deputy Registrar of V.S.	\$22,590	\$23,494	\$25,721	\$26,750	\$28,843	\$29,780	\$32,392	\$33,687	\$32,686	\$33,994
Electrician	\$34,685	\$36,072	\$39,916	\$41,513	\$45,107	\$46,573	\$50,952	\$52,990	\$51,391	\$53,447
Equipment Operator	\$30,977	\$32,216	\$34,848	\$36,242	\$39,286	\$40,563	\$44,301	\$46,073	\$44,720	\$46,508
Field Representative Senior Citizen Program	\$19,892	\$20,688	\$21,647	\$22,512	\$23,237	\$23,992	\$25,162	\$26,168	\$25,466	\$26,485
Garage Attendant	\$27,929	\$29,047	\$33,208	\$34,537	\$37,899	\$39,131	\$43,709	\$45,457	\$44,119	\$45,883
Heavy Equipment Operator	\$34,013	\$35,374	\$38,434	\$39,972	\$43,421	\$44,832	\$49,036	\$50,998	\$49,501	\$51,481
Housing Assistance Technician	\$25,377	\$26,392	\$28,753	\$29,903	\$32,130	\$33,415	\$34,935	\$36,332	\$38,310	\$39,843
Housing Inspector	\$30,977	\$32,216	\$35,635	\$37,061	\$40,860	\$42,188	\$46,674	\$48,541	\$47,113	\$48,998
Inventory Control Clerk	\$29,453	\$30,631	\$33,591	\$34,935	\$37,158	\$38,366	\$41,839	\$43,513	\$42,234	\$43,923
Investigator Clerk Public Safety	\$24,891	\$25,886	\$29,893	\$31,089	\$34,298	\$35,413	\$39,773	\$41,364	\$40,147	\$41,753
Laborer	\$27,929	\$29,047	\$32,207	\$33,495	\$35,903	\$37,070	\$40,696	\$42,324	\$41,078	\$42,722
Laborer Heavy	\$29,875	\$31,070	\$33,591	\$34,935	\$37,158	\$38,366	\$41,839	\$43,513	\$42,234	\$43,923
Maintenance Repairer	\$29,453	\$30,631	\$34,669	\$36,056	\$39,303	\$40,581	\$45,075	\$46,878	\$45,500	\$47,320
Mason/Plasterer	\$30,977	\$32,216	\$35,635	\$37,061	\$40,860	\$42,188	\$46,674	\$48,541	\$47,113	\$48,998
Mechanic	\$31,014	\$32,254	\$35,635	\$37,061	\$40,860	\$42,188	\$46,674	\$48,541	\$47,113	\$48,998
Mechanics Helper	\$29,802	\$30,995	\$34,585	\$35,968	\$38,711	\$39,969	\$43,401	\$45,137	\$43,796	\$45,548
Municipal Court Attendant	\$13,389	\$13,925	\$14,015	\$14,576	\$14,536	\$15,008	\$15,582	\$16,205	\$15,670	\$16,297
Omnibus Operator	\$29,453	\$30,631	\$34,616	\$36,001	\$39,195	\$40,468	\$44,914	\$46,711	\$45,339	\$47,153
Painter	\$23,372	\$24,307	\$29,543	\$30,724	\$35,097	\$36,238	\$41,737	\$43,406	\$42,130	\$43,815
Parking Enforcement Officer	\$30,977	\$32,216	\$35,635	\$37,061	\$40,860	\$42,188	\$46,674	\$48,541	\$47,113	\$48,998
Parking Meter Collector / Parking Meter Repairer	\$23,780	\$24,732	\$25,707	\$26,735	\$27,519	\$28,413	\$29,733	\$30,922	\$29,802	\$30,995
Police Aide	\$18,810	\$19,563	\$21,252	\$22,102	\$23,691	\$24,461	\$26,472	\$27,531	\$26,717	\$27,786
Police Records Clerk	\$22,462	\$23,360	\$25,589	\$26,613	\$28,717	\$29,650	\$32,259	\$33,549	\$32,561	\$33,863
Police Records Clerk, Transcribing	\$24,891	\$25,886	\$31,218	\$32,466	\$36,925	\$38,125	\$43,741	\$45,491	\$44,156	\$45,922
Principal Account Clerk	\$29,060	\$30,223	\$34,339	\$35,713	\$39,026	\$40,294	\$44,856	\$46,650	\$45,281	\$47,092
Principal Assessing Clerk	\$24,891	\$25,886	\$31,218	\$32,466	\$36,925	\$38,125	\$43,741	\$45,491	\$44,156	\$45,922
Principal Clerk Bookkeeper	\$24,891	\$25,886	\$29,049	\$30,211	\$33,188	\$34,267	\$37,238	\$38,728	\$37,593	\$39,097
Principal Clerk Typist	\$24,689	\$25,687	\$29,774	\$30,965	\$31,300	\$32,317	\$34,120	\$35,485	\$37,413	\$38,909
Principal Payroll Clerk	\$20,181	\$20,988	\$23,064	\$23,987	\$26,286	\$27,141	\$28,293	\$29,425	\$28,563	\$29,705
Public Safety Telecommunicator Trainee	\$23,372	\$24,307	\$26,646	\$27,712	\$29,911	\$30,883	\$33,616	\$34,961	\$33,926	\$35,283
Public Safety Telecommunicator	\$20,334	\$21,147	\$21,148	\$21,994	\$22,000	\$22,715	\$23,163	\$24,090	\$25,252	\$26,262
Receptionist	\$30,977	\$32,216	\$35,635	\$37,061	\$40,860	\$42,188	\$46,674	\$48,541	\$47,113	\$48,998
Sanitation Inspector	\$24,891	\$25,886	\$28,176	\$29,303	\$31,455	\$32,477	\$34,628	\$36,013	\$34,954	\$36,352
Secretarial Assistant, Stenography	\$24,891	\$25,886	\$28,176	\$29,303	\$31,455	\$32,477	\$34,628	\$36,013	\$35,525	\$36,946
Senior Account Clerk	\$26,416	\$27,473	\$28,652	\$29,798	\$30,908	\$31,913	\$33,614	\$34,958	\$33,921	\$35,278
Senior Assessing Clerk	\$30,977	\$32,216	\$35,038	\$36,439	\$39,669	\$40,958	\$44,876	\$46,671	\$45,298	\$47,110
Senior Building Maintenance Worker	\$26,416	\$27,473	\$28,652	\$29,798	\$30,908	\$31,913	\$33,614	\$34,958	\$35,561	\$36,984
Senior Cashier	\$24,891	\$25,886	\$28,176	\$29,303	\$31,455	\$32,477	\$34,628	\$36,013	\$35,525	\$36,946
Senior Clerk	\$19,054	\$19,816	\$24,019	\$24,980	\$28,986	\$30,145	\$33,952	\$35,310	\$38,346	\$39,880
Senior Clerk Stenographer	\$24,891	\$25,886	\$28,176	\$29,303	\$31,455	\$32,477	\$34,628	\$36,013	\$35,525	\$36,946
Senior Clerk Typist	\$24,891	\$25,886	\$28,176	\$29,303	\$31,455	\$32,477	\$34,628	\$36,013	\$35,525	\$36,946

02-2003 AFL/CIO UNION TITLES:

	2002 1st Year	2003 1st Year	2002 2nd Year	2003 2nd Year	2002 3rd Year	2003 3rd Year	2002 4th Year	2003 4th Year	2002 Max	2003 Max
Senior Mechanic	\$34,685	\$36,072	\$39,916	\$41,513	\$45,107	\$46,573	\$50,952	\$52,990	\$51,391	\$53,447
Senior Parking Meter Collector / Senior Parking Meter Repairer	\$34,685	\$36,072	\$39,916	\$41,513	\$45,107	\$46,573	\$50,952	\$52,990	\$51,391	\$53,447
Senior Police Records Clerk Transcribing	\$28,045	\$29,167	\$30,522	\$31,743	\$32,624	\$33,684	\$34,550	\$35,932	\$34,954	\$36,352
Senior Sewage Plant Repairer	\$34,685	\$36,072	\$39,916	\$41,513	\$45,107	\$46,573	\$50,952	\$52,990	\$51,391	\$53,447
Senior Sewer Repairer	\$34,685	\$36,072	\$39,916	\$41,513	\$45,107	\$46,573	\$50,952	\$52,990	\$51,391	\$53,447
Senior Tax Clerk	\$26,416	\$27,473	\$28,652	\$29,798	\$30,908	\$31,913	\$33,614	\$34,958	\$33,921	\$35,278
Swage Plant Repairer	\$30,977	\$32,216	\$35,635	\$37,061	\$40,860	\$42,188	\$46,674	\$48,541	\$47,113	\$48,998
Sewer Repairer	\$30,977	\$32,216	\$35,635	\$37,061	\$40,860	\$42,188	\$46,674	\$48,541	\$47,113	\$48,998
Special Law Enforcement Officer I	\$28,600	\$29,744	\$29,416	\$30,593	\$30,299	\$31,511	\$31,208	\$32,457	\$32,144	\$33,430
Street Sweeper	\$34,013	\$35,374	\$34,167	\$35,534	\$35,208	\$36,353	\$36,630	\$38,095	\$36,982	\$38,461
Tax Clerk	\$23,372	\$24,307	\$26,317	\$27,370	\$29,263	\$30,214	\$32,629	\$33,935	\$32,931	\$34,248
Traffic Maint. Worker (Laborer)	\$27,929	\$29,047	\$32,207	\$33,495	\$35,903	\$37,070	\$40,696	\$42,324	\$41,078	\$42,722
Traffic Maint. Worker (Painter)	\$30,977	\$32,216	\$35,635	\$37,061	\$40,860	\$42,188	\$46,674	\$48,541	\$47,113	\$48,998
Truck Driver	\$29,453	\$30,631	\$33,591	\$34,935	\$37,158	\$38,366	\$41,839	\$43,513	\$42,234	\$43,923
Violations Clerk Typing	\$18,810	\$19,563	\$22,399	\$23,295	\$25,970	\$26,814	\$29,918	\$31,114	\$30,191	\$31,399

**AGREEMENT**

**Between**

**CITY OF ASBURY PARK**

**and**

**CITY OF ASBURY PARK EMPLOYEES UNION**

**CHAPTER 5, LOCAL 196**

**INTERNATIONAL FEDERATION OF**

**PROFESSIONAL AND TECHNICAL ENGINEERS,**

**AFL-CIO**

**(I.F.P.T.E.)**

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**JANUARY 1, 1998 THROUGH DECEMBER 31, 2001**

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**PREAMBLE**

THIS AGREEMENT, entered into this 11 day of January, 2002, by and between the City of Asbury Park, in the County of Monmouth, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City"), and the City of Asbury Park Employees Union, Chapter 5, Local 196, International Federation of Professional and Technical Engineers, AFL-CIO (hereinafter referred to as the "Union"), for and on behalf of the employees of the City now employed and hereinafter employed and hereinafter collectively designated as Employees; and

WHEREAS, the City and the Union have heretofore entered into negotiations as to various matters concerning the conditions of employment; and

WHEREAS, the City and the Union now desire to reduce the agreement arrived at by said negotiations to a written Agreement;

NOW, THEREFORE, WITNESSETH, the parties hereto hereby agree as follows:

**ARTICLE I**  
**RECOGNITION**

The City hereby recognizes the Union as the sole and exclusive bargaining representative for the City's employees as listed in Article XXI, "Salaries", excluding, however, supervisors, forepersons, employees classified as management personnel, and employees excluded by law.

**ARTICLE II**  
**AGENCY SHOP**

Each employee covered by this Agreement shall, as a condition of employment, be required to pay a "fair share" fee equal to eighty-five (85%) percent of the normal dues, initiation fees, and assessments of Local 196, Chapter 5, IFPTE, AFL-CIO, unless such employee is a member of the Union. Fees deducted from such employees' salaries shall be transmitted to Local 196, AFL-CIO, in the same manner as regular dues. The Union shall certify to the City that the amount of said fees are as permitted by law.

### ARTICLE III

#### UNION RIGHTS

A. The City Manager and the Union agree to cooperate in providing measures which will make employees' working conditions and surroundings more pleasant. The City Manager shall give consideration to all suggestions submitted by the Union.

B. The City agrees to permit the posting of Union information on bulletin boards in each area in which Union employees are assigned, with the exception of the posting of any political notices. All notices must include the name of the person who is responsible for the posting thereof.

C. Employees who are members of the bargaining unit shall be assigned work within their job classification. In no event shall an employee be assigned the work of a higher classification when another employee of the higher classification is available to do the said work.

D. Employees shall have the right and responsibility to notify their department head of all hazardous and unsafe conditions not corrected by their supervisors. No employee shall be required to operate equipment or work under unsafe conditions.

E. The City agrees that no increase or other benefits shall be given to any member of this bargaining unit without negotiation between the City and the Union. This said provision is subject to, conditioned upon and in accordance with New Jersey State Statutes, Department of Personnel Rules and Regulations and Municipal Ordinances. In the event any of the aforesaid provisions contained in this paragraph are not adhered to by the City, the City will grant an equal percentage increase or benefit to all members of this bargaining unit. The Union, upon reasonable notice and during normal business hours, shall be provided access to the bargaining

unit payroll list on a quarterly basis. Additionally, the Union shall be permitted to make copies thereof.

F. The City agrees to pay for four (4) Union Committee members for the time spent during regular working hours in meetings with the City Manager or his/her designee.

G. Three (3) delegates will be allowed a total of five (5) days to go to a Union convention in any calendar year without loss of pay or time.

H. Union officials shall be permitted time, upon notification to their department head, during regular working hours, for the purposes of investigation or processing of grievances, without loss of pay or time.

I. Union officials shall be permitted time, upon notification to their department head, during regular working hours, for the purposes of conducting Union business other than that of processing grievances, without loss of pay or time.

J. All past privileges and practices not covered in this Agreement, which are more favorable to employees, shall be continued.

K. No material or writing relating to an employee's conduct, service, character or personality shall be placed in said employee's personnel file unless it is signed by the person submitting the information and signed (under protest, if desired) by such member with the Union official present and given a copy before it is incorporated into his/her file. Any employee of this Union shall have the right at reasonable times to examine his/her file if so desired.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### A. Hours of Work for "White Collar Employees"

1. White Collar employees shall be deemed to be such employees as are recited and set forth on the schedule annexed hereto and made a part hereof and made a part hereof.
2. The normal work week shall be five (5) days, Monday through Friday, consisting of seven (7) hours per day, thirty-five (35) hours per week, except for those employees on shift work.
3. The existing and usual beginning and ending of the work time schedule shall be maintained, except however, that commencing on May 15<sup>th</sup> through October 15<sup>th</sup> in any calendar year, the City shall have the sole right to schedule employees' work assignments, which schedule shall be fair and equitable and reflect the actual needs of the City.

#### B. Hours of Work for "Blue" Collar Employees

1. The normal work week is defined as the period commencing Monday to Friday, inclusive, and shall be forty (40) hours per week, eight (8) hours per day, except for those employees on shift work or guard work, or Violations Officers who may work a split week. However, commencing May 15<sup>th</sup> and ending October 15<sup>th</sup> in any calendar year, the normal work week shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days, subject to the provisions contained in Subsection A.3, referring to "white" collar workers, and to which this said paragraph shall be subject, and deemed to be a part hereof.
2. The normal work week for shift work or guard work shall be forty (40) hours per week, eight (8) hours per day, consisting of five (5) consecutive days.

3. A list of those persons in the titles referred to as "blue" collar workers will be annexed hereto and made a part hereof.

C. Hours of Work for Radio Dispatchers, Fire Department

The work week shall consist of forty-two (42) hours, averaged out over an eight (8) week cycle. This said cycle shall coincide with the schedule to which said employee is assigned.

D. Overtime

1. "White" Collar Employees

Overtime will be paid at the rate of time and one-half (1 ½) of the employee's regular rate of pay, or compensatory time at the rate of double time at the option of the employee.

2. "Blue" Collar Employees

Overtime shall be compensated for at the rate of time and one half (1 ½) for all time worked in excess of forty (40) hours as heretofore recited, or compensatory time at the rate of double time at the option of the employee.

3. General Provisions

- a. After a thirty-five (35) hour work week, excepting those employees excluded by virtue of the recitals hereinbefore or hereinafter referred to as the "blue" collar workers, those employees who shall work a forty (40) hour work week as recited herein, including both blue and white collar workers, shall be paid overtime as follows:

- i. All time in excess of regular daily working hours.
- ii. On scheduled days off.
- iii. In the event a member of the Union works on one of the holidays enumerated herein, the City shall pay one full day's wages at the regular rate of pay of said employee, plus one (1) additional day's wages at the

same rate of pay aforesaid. Excluded, however, from this said overtime recital are Fire Department Dispatchers and Violations Officers, who shall be compensated for holiday time in the same manner as are the Fire Fighters and Police Officers of the City.

b. If any employee is on vacation or holiday, that time taken shall be considered as time worked.

c. Overtime shall be distributed equally by Job Title/Classification in which the overtime exists, initially by seniority rotation and thereafter to the employee(s) with the least amount of overtime worked or charged. If no employee is available for overtime in the Job Title/Classification, then the employee with the least amount of overtime in the Department shall be asked, if qualified to do the work. Discrepancies found to be the error of the City shall be corrected by offering the next available overtime to the bypassed employee.

d. A list of employees and their hours of overtime shall be maintained in each department, posted conspicuously, and kept up-to-date on a daily basis. All overtime worked or refused shall be charged as overtime worked for the purpose of this provision.

e. Employees shall not carry more than 80 (eighty) accrued hours of compensatory time as of January 1, 1994. Employees shall not carry more than 40 (forty) accrued hours of compensatory time as of December 31, 1994, and subsequent years.

Approval for use of time under this provision shall not be unreasonably denied, but determination by department head for use will be based on press of business and/or available manpower. In the event an employee makes several attempts to use available compensatory time during a calendar year, and the requests are denied, then said compensatory time, at the discretion of the department head or City Manger, will either be carried over or paid. Time earned under



this section after December 15<sup>th</sup> of any calendar year will be used or credited as if earned in January of the following year. Compensatory time to be used for vacation will be requested at least 72 hours in advance.

E. Rest Break

Employees of this bargaining unit shall receive a fifteen (15) minute break period in the morning and in the afternoon, to begin no sooner than two (2) hours from the start of the shift work.

F. Night Differential

The City agrees to pay a night differential payment of two (\$2.00) dollars per night to all employees who work at least 50% of their shift between 4:00 p.m. and 8:00 p.m. This does not include any employees whose overtime begins after completion of his/her regular daily working hours.

G. The City will provide written notice to the employees during January and July of accrued sick days, vacation days, and compensatory time. Beginning July 1995 once written notice is given to the employee, that employee shall have fifteen (15) working days to contest any discrepancies. Failure to contest shall mean the figures provided are accepted as true and accurate and are thereafter not grievable. The aforementioned fifteen (15) working days shall be exclusive of the contractual time in which the employee may grieve this issue.

## ARTICLE V

### HOLIDAYS

A. The following holidays shall be "paid" holidays per year as follows:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Presidents' Day (formally Washington's Birthday)  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Day  
Easter Sunday (only if worked on schedule)

B. When an employee member of this bargaining unit is required to work on any of the above fifteen (15) holidays, he/she shall be paid double (2) time at the regular rate of pay of said employee.

C. In addition to the above holidays, each employee shall also be granted his/her birthday off, with pay. In the event the birthday, or any of the above holidays occurs on a Saturday, the preceding Friday shall be the day off granted to said employee. In the event the birthday, or any of the above holidays, falls on a Sunday, the next succeeding Monday shall be granted as the day off. In the event the birthday falls on a legal holiday, the next succeeding work day shall be given as the day off.

D. An employee may choose to work on his/her birthday and substitute another day off in lieu thereof. Also, an employee may add this day to his/her vacation time.

E. Two (2) religious holidays shall be granted to employees, such time to be charged at the discretion of the employee, to his/her accrued vacation leave due, or in the event the employee does not desire to charge the said religious holiday time to vacation time, the said employee may elect to take the said day off without pay.

## **ARTICLE VI**

### **JURY DUTY**

Employees shall receive full salary while serving on jury duty in exchange for an assignment and delivery to the City of their jury duty compensation, exclusive of travel or expense compensation.

If the employee is not required to be present for jury duty for the entire length of the summons he/she must return to work the day immediately following dismissal.

## ARTICLE VII

### VACATIONS

A. An employee shall be granted a vacation if earned in each full calendar year without loss of pay. The vacation year shall run from January 1<sup>ST</sup> through December 31<sup>ST</sup> of the calendar year. Vacations may be taken at any time during the year, subject to the approval of the City Manager or his/her designee. In the event an employee is not permitted to take his/her vacation within the calendar year earned because of emergent City business, then and in such case the said vacation shall be permitted to be carried over to the next succeeding calendar year, subject to and conditioned upon the approval of the City Manager, or his/her designee.

Vacations shall be earned in the following manner:

<u>Years of Completed Service</u>	<u>Vacation Days</u>
One (1) to Five (5)	Fourteen (14)
Six (6) to Ten (10)	Sixteen (16)
Eleven (11) to Fifteen (15)	Twenty (20)
Sixteen (16) to Twenty (20)	Twenty-Two (22)
Twenty-One (21) to Twenty-Four (24)	Twenty-Five (25)
Twenty-Five and Over	Twenty-Eight (28)

Vacation days are earned 1 (one) day per month for new employees and on a prorated basis for terminating employees. New employee is defined as an employee with less than 12 consecutive months of employment with the City.

B. The City Manager or his/her designee shall base the schedule of vacations to be taken by employees on a seniority basis.

C. Every employee shall be permitted to have within any vacation year not more than two (2) "split" vacation periods. Any deviation must be approved in advance by the City anager or his/her designee.

D. This article shall remain in full force and effect during the term of this agreement.

## **ARTICLE VIII**

### **LEAVE OF ABSENCE**

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year, subject to New Jersey State Statutes, Department of Personnel Rules and Regulations, Municipal Ordinances, and the consent of the City Manager, after which time the employee will be reinstated, subject to Department of Personnel Rules and Regulations of the State of New Jersey, Municipal Ordinances, or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey Department of Personnel Rules and Regulations, and the New Jersey State Statutes.

## ARTICLE IX

### LAYOFF AND TERMINATION

A. Wherever it shall be necessary to decrease the number of employees in the bargaining unit, an employee shall be laid off in accordance with New Jersey State Department of Personnel Rules and Regulations, and applicable New Jersey State Statutes.

B. The City will agree to discuss subcontracting as per the regulations of the State Law and State judicial decisions, and abide by laws and statutes relating thereto.

C. Re-employment rights after layoff shall be governed by the New Jersey Department of Personnel Rules and Regulations, and the New Jersey State Statutes.

D. At the time of a layoff, an employee of this bargaining unit employed by the City for a minimum of twelve (12) months shall receive all accrued vacation time due but not taken, plus two (2) weeks' severance pay at the regular rate of pay of said employee.

E. If there is a layoff the employee's prior accumulated sick leave time will be reinstated upon recall from layoff. Employee shall not accrue sick days while on layoff.

## **ARTICLE X**

### **BEREAVEMENT**

A member of this bargaining unit shall be granted five (5) working days off for the death of a spouse or child including stepchild. A member shall be granted three (3) working days off if death occurs to others in the immediate family, which shall consist of father, mother, stepfather, stepmother, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, sister-in-law, and brother-in-law. The said time off shall be with pay.



## **ARTICLE XI**

### **OVERTIME MEALS**

The City will provide meals for employees working emergency overtime, but the meal allowance and quantity thereof shall be at the discretion of the head of each department and shall be approved by the City Manager.

## ARTICLE XII

### PERSONAL BUSINESS

A. Employees shall be granted three (3) working days off per year with pay, providing the employee calls in prior to his/her shift to report same, for the purpose of conducting matters of a business or emergency nature. Such time will not be deducted from one's accumulated sick leave or vacation leave. Such days cannot be accrued from year to year, nor can this time be added to one's vacation time.

B. The City will grant additional time off for personal business which must be charged to accrued vacation time only, but not to exceed five (5) days, except upon written permission of the City Manager. It is understood that these additional days (5) shall be granted only upon twenty-four (24) hours prior notice by the employee to his/her supervisor.

C. In the event of an emergency that prevents the employee from calling in (as in A above) said requirement shall be waived. It is understood, however, that it is the responsibility of the employee to justify the nature and extent of any such emergency situation to the employer upon his/her return to work.

D. Personal Business Days are eligible for use at the beginning of the year, but are considered to be earned on a prorated basis for new employees or terminating employees.

## ARTICLE XIII

### SICK LEAVE

#### A. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and twenty (20) days in every calendar year thereafter. Effective January 1, 1991, after the first year of employment, and in anticipation of continued employment, employees will be credited with twenty (20) sick leave days at the beginning of each calendar year. If an employee resigns, retires or is on an unpaid leave of absence greater than two (2) weeks or a suspension greater than two (2) weeks, sick time shall not be accrued during such period of non-work absences and, if previously used, shall be deducted from an employee's salary to the extent that said sick time was not accrued.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Upon retirement, each permanent full-time employee, hired prior to May 1, 1982, shall receive one hundred (100%) percent of his/her accumulated sick leave time, subject to and conditioned upon, however, that said employee shall not receive more than two hundred twenty-five (225) days full pay at the rate of pay existing on the date of said employee's retirement.

4. Permanent full-time employees hired May 1, 1982 or later shall receive, upon retirement, one-half (½) his/her accumulated sick leave time, limited to a maximum of one

hundred thirty-five (135) days of full pay at the rate of pay existing on the date of said employee's retirement.

5. Effective January 1, 1996 all permanent full-time employees hired on or after January 1, 1996 shall receive, upon retirement, one-half (1/2) his or her accumulated sick leave time not to exceed \$15,000.00.

6. Effective January 1, 1989, twenty-five percent (25%) of accumulated sick days, not to exceed sixty (60) working days with pay, shall be paid in the event of the death of an employee to the employee's spouse or estate.

B. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

C. Verification of Sick Leave

1. An employee shall be required to submit acceptable medical evidence substantiating the illness and physician's certification that said employee is able to return to full duty.

a. Any employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit

acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and, in addition thereto, that his/her return will not jeopardize the health of the other employees.

D. Effective January 1, 2000, a Perfect Attendance Program shall be implemented. If no sick days are utilized during the calendar year, an employee shall receive three (3) additional vacation days for use in the following year.

## ARTICLE XIV

### LONGEVITY

A. Effective January 1, 1984, longevity payments shall be granted according to the following pay schedule:

<u>CLASSIFICATION</u>	<u>5-9 yrs.</u>	<u>10-14 yrs.</u>	<u>15-19 yrs.</u>	<u>20-24 yrs.</u>	<u>25 yrs.+</u>
<b>GENERAL OFFICE</b>					
Receptionist	278	556	881	1,113	1,391
Principal Assessing Clerk	552	1,105	1,750	2,210	2,762
Senior Assessing Clerk	407	814	1,289	1,628	2,035
Principal Clerk Bookkeeper	539	1,077	1,706	2,155	2,694
Principal Payroll Clerk	456	913	1,445	1,826	2,282
Account Clerk Typing	395	790	1,250	1,579	1,974
Senior Cashier	427	854	1,352	1,708	2,135
Building Maintenance Worker	499	998	1,580	1,996	2,495
Sr. Parking Meter Collector & Repairer	627	1,254	1,986	2,508	3,135
Parking Meter Collector & Repairer	575	1,150	1,820	2,299	2,874
Senior Account Clerk	726	853	1,350	1,706	2,132
Tax Clerk	395	790	1,250	1,579	1,974
Senior Tax Clerk	407	814	1,289	1,628	2,035
Principal Account Clerk/Sewer Utility	539	1,077	1,706	2,155	2,694
Deputy Registrar of V.S	392	784	1,241	1,567	1,959
Clerk Typist	361	723	1,145	1,446	1,807
Assessing Clerk Typist	395	790	1,250	1,579	1,974
<b>DEPARTMENT OF PUBLIC SAFETY</b>					
Police Aide	357	713	1,130	1,427	1,784
Police Records Clerk	319	638	1,010	1,276	1,595
Police Records Clerk Transcriber	390	781	1,236	1,561	1,952
Senior Police Records Clerk/Transcriber	426	853	1,350	1,706	2,132
Senior Clerk	426	853	1,350	1,706	2,132
Clerk Typist	361	723	1,145	1,446	1,807
Senior Clerk Typist	426	853	1,350	1,706	2,132
Investigative Clerk	490	980	1,551	1,959	2,449
Public Safety Telecommunicators	407	814	1,289	1,628	2,035
Parking Enforcement Officer	514	1,028	1,628	1,056	2,570

## MUNICIPAL COURT

Clerk	361	723	1,145	1,446	1,807
Violations Clerk Typing	361	723	1,145	1,446	1,807
Deputy Municipal Court Admin.	403	806	1,276	1,612	2,015
Municipal Court Attendant	514	1,028	1,628	2,056	2,570

## SENIOR CITIZEN PROGRAM

Omnibus Operator	258	516	817	1,032	1,290
Field Rep, Sr. Citizen Program	278	556	881	1,113	1,391

## SEWER

Sewage Plant Repairer	575	1,150	1,820	2,299	2,874
Sewer Repairer	575	1,150	1,820	2,299	2,874
Senior Sewer Repairer	627	1,254	1,986	2,508	3,135

## DEPARTMENT OF PUBLIC MAINTENANCE

Clerk Typist	361	723	1,145	1,446	1,807
Senior Clerk Typist	426	853	1,350	1,706	2,132
Principal Clerk Typist	459	917	1,452	1,835	2,293
Building Maintenance Worker	499	998	1,580	1,996	2,495
Laborer	501	1,002	1,587	2,005	2,506
Guard/Public Property	499	998	1,580	1,996	2,495
Truck Driver	515	1,031	1,632	2,061	2,576
Equipment Operator	546	1,091	1,728	2,182	2,728
Sr. Building Maintenance Worker	553	1,105	1,750	2,211	2,763
Painter	553	1,106	1,752	2,213	2,766
Painter/Traffic Maint. Worker	575	1,150	1,820	2,299	2,874
Maintenance Repairer	555	1,110	1,758	2,221	2,776
Mason and Plasterer	575	1,150	1,820	2,299	2,874
Heavy Equipment Operator	604	1,208	1,913	2,416	3,020
Carpenter	609	1,219	1,930	2,438	3,047
Laborer/Traffic Maint. Worker	501	1,002	1,587	2,005	2,506
Mechanic	575	1,150	1,820	2,299	2,874
Electrician	575	1,150	1,820	2,299	2,874
Senior Mechanic	595	1,190	1,884	2,379	2,947
Mechanic's Helper	534	1,069	1,692	2,137	2,672
Inventory Control Clerk	515	1,031	1,632	2,061	2,576
Heavy Duty Laborer	515	1,031	1,632	2,061	2,576

## CLEAN STREETS

Laborer	501	1,002	1,587	2,005	2,506
Street Sweeper	451	902	1,429	1,805	2,256
Sanitation Inspector	575	1,150	1,820	2,299	2,874

## OFFICE OF DEVELOPMENT

Clerk Typist	361	723	1,145	1,446	1,807
Senior Clerk	426	853	1,350	1,706	2,132
Housing Inspector	575	1,150	1,820	2,299	2,874
Secretarial Asst/Stenography	426	853	1,350	1,706	2,132
Cost Estimator	389	779	1,233	1,557	1,946

B. Effective January 1, 2001, the longevity schedule shall be revised as follows, based upon full years of completed service with the City of Asbury Park:

5-9 yrs.	\$500
10-14 yrs.	\$1,000
15-19 yrs.	\$1,500
20-24 yrs.	\$2,000
25-29 yrs.	\$2,500
30 and over	\$3,000

Note: In the event any employee would incur a potential loss upon implementation of the year 2001 schedule, he/she shall be grandfathered at his/her 2000 longevity, until he/she becomes eligible for the next longevity step.

- C. Longevity payments shall be granted beginning the above specified year, through the specified year.
- D. Longevity pay shall be paid regularly as part of the salary of the members of the bargaining unit.



## **ARTICLE XV**

### **MANNER OF SALARY PAYMENT**

Commencing July 1, 1979, employees of the bargaining unit shall be paid bi-monthly, one twenty-fourth (1/24th) of their annual salary, with deductions for excessive sick time and increments for overtime to be adjusted during the next succeeding pay period. A record of each employee's sick leave shall be available to the officially designated Union stewards monthly.

## **ARTICLE XVI**

### **PROMOTIONS**

A. This City agrees that, where promotions are available, employees within this bargaining unit presently employed on a permanent basis shall be appointed from Department of Personnel promulgated lists of existing employees over non-employees when and wherever possible, when three (3) or more names appear on said Department of Personnel lists. The City will also give consideration to temporary or CETA workers in positions to be filled.

B. Notice of available promotions or new positions shall be posted on bulletin boards in each department.

**ARTICLE XVII**  
**GRIEVANCE PROCEDURE**

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement.

The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term "grievance" as used herein shall be any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union, the Union on behalf of an individual, or the City.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of City-initiated grievances which will proceed in accordance with the provisions hereinafter recited, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

The Steward or Union official and aggrieved (if he/she so desires) shall present the grievance to the immediate supervisor within ten (10) working days after the event giving rise to the grievance or of the time the employee could have reasonably been expected to gain knowledge of its occurrence. Failure by the aggrieved to act within such specified time shall be deemed to constitute an abandonment of the grievance. This grievance may be stated orally, and

if no settlement is reached within sixteen (16) working hours or less, it shall then be put in writing by an appropriate Union official. The written grievance shall be referred to:

Step Two

The Union Grievance Committee (2 Union officials), Steward and aggrieved (if he/she desires) shall meet with the Department Head no later than three (3) working days after submission of the written grievance to the Department Head. The Department Head shall give a written answer, after full discussion with the Union representatives as defined herein, either at the close of the meeting or within three (3) working days thereafter. Should the grievance remain unsettled, after following the procedure outlined above, it shall then be referred to:

Step Three

The Union officials outlined in Step Two, aggrieved (if he/she desires) and Union Business Agent shall meet with the City Manager, Department Head and Supervisor no later than three (3) working days after the Union receives the Department Head's written answer from Step Two. After discussion between the parties, the City Manager shall render a written decision within three (3) working days thereafter (copy to Union and aggrieved). Should the grievance remain unsettled after following the procedure outlined above, it shall then be referred to:

Step Four

All grievances as aforesaid between the parties that have not been satisfactorily settled after following the procedures outline above shall, at the written request of either party, made to the other within ten (10) working days (not including Saturday or Sunday) after receiving the answer in Step Three, be referred to arbitration. If such written notice is not given within the ten (10) working days (excluding Saturday and Sunday), the grievance shall be deemed dropped.

The party desiring the arbitration shall submit, within five (5) working days of notice to the other party, an arbitration request to either the New Jersey Public Employment Relations Commission/Division of Conciliation and Arbitration, or the Department of Personnel, whichever may be applicable. The parties shall be governed by the rules and regulations of the applicable Commission. Further, the parties desiring the arbitration may have the option of submitting the grievance to "expedited" arbitration under the PERC rules governing same.

The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the Union and the City.

D. City Grievances

Grievances initiated by the City shall be filed directly with any authorized Union officer, delegate or steward within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance aforesaid by the City Manager, his/her designee, the person against whom the grievance has been initiated, and a representative of the Union, in an earnest effort to adjust the differences between the parties. In the event the said differences are not adjusted, the City shall be afforded the opportunity to invoke the arbitration procedure hereinbefore referred to.

E. Either party may request an extension of time at any one of the above Steps but only one (1) such extension, providing the party desiring such extension gives written notice to the other prior to the expiration of the time limit specified in the specific Step. Such extension shall not exceed two (2) working days.

F. Discipline - Suspension- Discharge

Any employee subject to discipline, suspension or discharge shall have recourse to the grievance procedure beginning at the Step Two level. Should the matter remain unresolved at the Step Two level, it shall be put in written grievance form and submitted to the City Manager under the procedure outlined in Step Three. Thereafter, if the matter remains unsettled, it may be submitted to arbitration as outlined under Step Four.

## ARTICLE XVIII

### SENIORITY

A. Seniority is herewith defined as the length of an employee's continuous permanent service with the City, and as more particularly set forth in the New Jersey State Department of Personnel Rules, Regulations and Statutes.

B. An employee shall cease to have seniority rights by reason of the following:

1. Voluntary quit or resignation.
2. Justifiable discharge.
3. Absence without notice for five (5) consecutive days shall constitute resignation except for reasons approved by the City Manager, which approval shall not be unreasonably withheld, and further subject to and conditioned upon the approval of the Department of Personnel and applicable New Jersey State Statutes.

C. Seniority shall be applied for the following purposes, in addition to those provided for by New Jersey State Department of Personnel Rules and Regulations and applicable New Jersey State Statutes; to wit, priority selection of vacation.

## ARTICLE XIX

### INJURY LEAVE

A. 1. Whenever a member of the bargaining unit is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, such employee shall receive his/her salary for a period not to exceed fifty-two (52) consecutive weeks from the date of the onset of the injury. Said salary payments shall include, and are not in addition to, any entitlement of the employee to a portion of his/her salary as benefits for temporary disability due under the Worker's Compensation Laws for said period of time.

2. An employee's medical condition shall be reviewed at least every four (4) months to determine if he/she is eligible to be continued on injury leave.

B. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F)

C. In order to receive payment under this Article, the injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with his/her immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

D. Absence from work under this provision must be based upon the certification of an authorized physician (See Subsection F) that the employee is presently unable to perform



his/her job duties as a result of the work-related injury. Absences meeting this requirement shall not be charged against the employee's sick leave.

E. Injury leave under this provision may be granted for up to fifty-two (52) consecutive weeks, for any one injury, from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the Division of Pensions, if the retirement determination precedes the expiration of the fifty-two (52) consecutive weeks of injury leave entitlement.

F. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a second opinion and/or evaluation from the physician of the employee's choice. If the employee's doctor and the City's doctor disagree as to the employee's diagnosis, a third opinion shall be obtained as follows:

The Union and the City shall each compile a list of five (5) medical doctors from which the Union and the City shall mutually select a single physician within three (3) days from the time that the dispute between the employee's doctor and the City's doctor arose. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will continue under this article and will not be ordered to return to work.

G. Absence from work under the provision aforesaid, when a disability occurs resulting from a work-connected injury, shall not be charged to the employee's sick leave.

## ARTICLE XX

### HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full-time employees, their spouse and dependent children. As to dependent children, the same shall be those children who are determined to be dependent by Blue Cross/Blue Shield, with a Rider J included therein. The City, however, shall have the option of providing similar insurance by any other insurance carrier. In the event of any such proposed change, the Union shall first be given the opportunity to review the newly proposed plans/coverage. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid by the City.

B. All employees who shall retire after January 1, 1980 and have twenty-five (25) years of continuous full-time service with the City of Asbury Park shall be provided with individual hospitalization insurance as presently in effect for current employees. This provision shall not include any hospitalization or other benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972.

C. Effective June 1, 1988, any full-time employee who retires on or after that date and who is at least sixty-two (62) years of age and has at least twenty (20) years of continuous full-time service with the City of Asbury Park shall be entitled to receive individual hospitalization insurance, as presently in effect for current employees.

D. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension.

E. "Deferred" retirement shall not entitle an employee to receive hospitalization pursuant to this Article.

## ARTICLE XXI

### SALARIES

The City agrees that the base salary rates for all employees covered by this Agreement shall be as specified in this Article. Reflected in these salary rates are the following increases which shall become effective on the dates shown:

- A. Effective January 1, 1998, all employees shall receive a two percent (2%) wage increase, across the board.
- B. Effective January 1, 1999, all employees shall receive a two and three-quarters percent (2.75%) wage increase, across the board.
- C. Effective January 1, 2000, all employees shall receive a three and one-half percent (3.5%) wage increase, across the board.
- D. Effective January 1, 2001, all employees shall receive a three and one-quarter percent (3.25%) wage increase, across the board.
- E. Effective January 1, 1999, a \$500.00 guide adjustment shall be made to all salaries less than \$30,000.00 at the end of December, 1998. The City and the Union agreed, on December 12, 2001, to the list of employees entitled to receive this adjustment.

**AMENDMENT TO BLUE & WHITE UNION TITLES  
MAX STEP FOR 1999, 2000 AND 2001**

	1999 Max	2000 Max	2001 Max
Assessing Clerk Typing	\$31,997	\$33,117	\$34,193
Senior Account Clerk	\$31,965	\$33,083	\$34,159
Senior Cashier	\$31,997	\$33,117	\$34,193
Senior Clerk	\$31,965	\$33,083	\$34,159
Senior Clerk Typist	\$31,965	\$33,083	\$34,159

<u>CLASSIFICATION (1/1/98)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>GENERAL OFFICE</b>					
Receptionist	17,306	18,019	18,906	19,784	21,613
Principal Assessing Clerk	24,948	29,571	34,423	39,280	39,653
Senior Assessing Clerk	22,633	24,590	26,763	28,935	29,205
Senior Tax Clerk	22,633	24,590	26,763	28,935	29,205
Principal Clerk Bookkeeper	21,297	26,837	32,570	38,304	38,667
Principal Account Clerk/Sewer Utility	21,297	26,837	32,570	38,304	38,667
Principal Payroll Clerk	21,129	25,573	27,109	29,379	32,762
Account Clerk Typing	19,967	22,546	25,311	28,073	28,338
Tax Clerk	19,967	22,546	25,311	28,073	28,338
Assessing Clerk Typist	22,633	24,590	26,763	28,935	30,641
Senior Cashier	22,633	24,590	26,763	28,935	30,641
Building Maintenance Worker	17,306	23,258	29,373	35,485	35,820
Sr. Parking Meter Collector & Repairer	30,374	34,954	39,787	44,619	45,003
Parking Meter Collector & Repairer	26,626	31,206	36,041	40,872	41,257
Senior Account Clerk	21,297	24,174	27,245	30,324	30,609
Deputy Registrar of V.S	19,282	22,024	24,941	27,865	28,123
Clerk Typist	15,972	19,115	22,407	25,699	25,939
<b>DEPARTMENT OF PUBLIC SAFETY</b>					
Police Aide	20,325	22,012	23,773	25,537	25,598
Police Records Clerk	15,972	18,110	20,397	22,682	22,896
Police Records Clerk Transcriber	19,170	21,909	24,830	27,749	28,013
Senior Police Records Clerk Transcriber	24,059	26,228	28,276	30,255	30,609
Senior Clerk	21,297	24,174	27,245	30,324	30,609
Senior Clerk Typist	21,297	24,174	27,245	30,324	30,609
Clerk Typist	15,972	19,115	22,407	25,699	25,939
Investigative Clerk	21,297	25,677	30,253	34,829	35,156
Police Safety Telecommunicators	19,967	22,834	25,884	28,937	29,209
Parking Enforcement Officer	19,967	25,370	30,958	36,549	36,893
<b>MUNICIPAL COURT</b>					
Clerk	15,972	19,115	22,407	25,699	25,939
Violations Clerk Typing	15,972	19,115	22,407	25,699	25,939
Deputy Municipal Court Admin.	17,306	20,979	24,816	28,650	28,921
Municipal Court Attendant	25,598	29,324	33,063	36,548	36,888

<u>CLASSIFICATION (1/1/98)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>SENIOR CITIZEN PROGRAM</b>					
Omnibus Operator	11,225	11,773	12,322	13,145	13,222
Field Rep, Sr. Citizen Program	16,920	18,456	19,996	21,534	21,800
<b>SEWER</b>					
Sewage Plant Repairer	26,626	31,206	36,041	40,872	41,257
Sewer Repairer	26,626	31,206	36,041	40,872	41,257
Senior Sewer Repairer	30,374	34,954	39,787	44,619	45,003
<b>DEPT. OF PUBLIC MAINTENANCE</b>					
Clerk Typist	15,972	19,115	22,407	25,699	25,939
Senior Clerk Typist	21,297	24,174	27,245	30,324	30,609
Principal Clerk Typist	21,297	24,938	28,774	32,609	32,921
Building Maintenance Worker	17,306	23,258	29,373	35,485	35,820
Laborer	23,958	27,703	31,669	35,638	35,972
Laborer/Traffic Maint. Worker	23,958	27,703	31,669	35,638	35,972
Truck Driver	25,292	28,916	32,776	36,638	36,984
Inventory Control Clerk	25,292	28,916	32,776	36,638	36,984
Equipment Operator	30,374	30,516	34,652	38,795	39,161
Sr. Building Maintenance Worker	26,626	30,683	34,990	39,298	39,668
Painter	25,292	29,814	34,572	39,331	39,704
Mason and Plasterer	26,626	31,206	36,041	40,872	41,257
Painter/Traffic Maint. Worker	26,626	31,206	36,041	40,872	41,257
Electrician	30,374	34,954	39,787	44,619	45,003
Mechanic	26,626	31,206	36,041	40,872	41,257
Maintenance Repairer	25,292	29,859	34,668	39,472	39,844
Heavy Equipment Operator	29,285	33,657	38,300	42,941	43,348
Carpenter	29,285	33,785	38,557	43,330	43,739
Senior Mechanic	30,374	34,954	39,787	44,619	45,003
Mechanic's Helper	26,659	30,286	34,146	38,006	38,352
Heavy Duty Laborer	25,661	28,916	32,776	36,638	36,984
<b>CLEAN STREETS</b>					
Laborer	23,958	27,703	31,669	35,638	35,972
Street Sweeper	29,285	29,420	31,056	32,077	32,385
Sanitation Inspector	26,626	31,206	36,041	40,872	41,257

<u>CLASSIFICATION (1/1/98)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>OFFICE OF DEVELOPMENT</b>					
Clerk Typist	15,972	19,115	22,407	25,699	25,939
Senior Clerk	21,297	24,174	27,245	30,324	30,609
Secretarial Asst/Stenography	21,297	24,174	27,245	30,324	30,609
Housing Inspector	26,626	31,206	36,041	40,872	41,257
Cost Estimator	26,626	31,206	36,041	40,872	41,257

<u>CLASSIFICATION (1/1/99)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>GENERAL OFFICE</b>					
Receptionist	18,296	19,029	19,939	20,842	22,721
Principal Assessing Clerk	26,148	30,898	35,370	40,360	40,743
Senior Assessing Clerk	23,769	25,780	28,012	30,245	30,522
Senior Tax Clerk	23,769	25,780	28,012	30,245	30,522
Principal Clerk Bookkeeper	22,396	28,089	33,465	39,357	39,731
Principal Account Clerk/Sewer Utility	22,396	28,089	33,465	39,357	39,731
Principal Payroll Clerk	22,224	26,790	28,368	30,701	33,663
Account Clerk Typing	21,029	23,680	26,521	29,359	29,631
Tax Clerk	21,029	23,680	26,521	29,359	29,631
Assessing Clerk Typist	23,769	25,780	28,012	31,997	31,483
Senior Cashier	23,769	25,780	28,012	31,997	31,483
Building Maintenance Worker	18,296	24,411	30,694	36,461	36,805
Sr. Parking Meter Collector & Repairer	31,209	35,916	40,881	45,846	46,241
Parking Meter Collector & Repairer	27,872	32,064	37,032	41,996	42,392
Senior Account Clerk	22,396	25,353	28,508	31,965	31,451
Deputy Registrar of V.S	20,326	23,143	26,141	29,145	29,411
Clerk Typist	16,925	20,154	23,537	26,919	27,166
<b>DEPARTMENT OF PUBLIC SAFETY</b>					
Police Aide	21,397	23,131	24,941	26,753	26,816
Police Records Clerk	16,925	19,122	21,472	23,819	24,039
Police Records Clerk Transcriber	20,211	23,025	26,026	29,026	29,297
Sr. Police Records Clerk Transcriber	25,234	27,463	29,568	31,087	31,451
Senior Clerk	22,396	25,353	28,508	31,965	31,451
Senior Clerk Typist	22,396	25,353	28,508	31,965	31,451
Clerk Typist	16,925	20,154	23,537	26,919	27,166
Investigative Clerk	22,396	26,897	31,085	35,787	36,123
Public Safety Telecommunicators	21,029	23,975	27,109	30,247	30,526
Parking Enforcement Officer	21,029	26,582	31,809	37,554	37,908
<b>MUNICIPAL COURT</b>					
Clerk	16,925	20,154	23,537	26,919	27,166
Violations Clerk Typing	16,925	20,154	23,537	26,919	27,166
Deputy Municipal Court Admin.	18,296	22,070	26,012	29,951	30,230
Municipal Court Attendant	26,816	30,644	33,973	37,553	37,903



<u>CLASSIFICATION (1/1/99)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>SENIOR CITIZEN PROGRAM</b>					
Omnibus Operator	12,048	12,610	13,174	14,020	14,100
Field Rep, Sr. Citizen Program	17,899	19,477	21,060	22,640	22,914
<b>SEWER</b>					
Sewage Plant Repairer	27,872	32,064	37,032	41,996	42,392
Sewer Repairer	27,872	32,064	37,032	41,996	42,392
Senior Sewer Repairer	31,209	35,916	40,881	45,846	46,241
<b>DEPT. OF PUBLIC MAINTENANCE</b>					
Clerk Typist	16,925	20,154	23,537	26,919	27,166
Senior Clerk Typist	22,396	25,353	28,508	31,965	31,451
Principal Clerk Typist	22,396	26,138	30,079	33,506	33,826
Building Maintenance Worker	18,296	24,411	30,694	36,461	36,805
Laborer	25,130	28,979	32,540	36,618	36,962
Laborer/Traffic Maint. Worker	25,130	28,979	32,540	36,618	36,962
Truck Driver	26,501	30,225	33,677	37,646	38,001
Inventory Control Clerk	26,501	30,225	33,677	37,646	38,001
Equipment Operator	27,872	31,356	35,605	39,862	40,238
Sr. Building Maintenance Worker	27,872	31,526	35,952	40,378	40,759
Painter	26,501	31,147	35,523	40,413	40,795
Mason and Plasterer	27,872	32,064	37,032	41,996	42,392
Painter/Traffic Maint. Worker	27,872	32,064	37,032	41,996	42,392
Electrician	31,209	35,916	40,881	45,846	46,241
Mechanic	27,872	32,064	37,032	41,996	42,392
Maintenance Repairer	26,501	31,194	35,621	40,557	40,940
Heavy Equipment Operator	30,604	34,583	39,353	44,122	44,540
Carpenter	30,604	34,715	39,617	44,521	44,941
Senior Mechanic	31,209	35,916	40,881	45,846	46,241
Mechanic's Helper	27,906	31,119	35,085	39,051	39,407
Heavy Duty Laborer	26,881	30,225	33,677	37,646	38,001
<b>CLEAN STREETS</b>					
Laborer	25,130	28,979	32,540	36,618	36,962
Street Sweeper	30,604	30,743	31,910	32,959	33,276
Sanitation Inspector	27,872	32,064	37,032	41,996	42,392

<u>CLASSIFICATION (1/1/99)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>OFFICE OF DEVELOPMENT</b>					
Clerk Typist	16,925	20,154	23,537	26,919	27,166
Senior Clerk	22,396	25,353	28,508	31,965	31,451
Secretarial Asst/Stenography	22,396	25,353	28,508	31,157	31,451
Housing Inspector	27,872	32,064	37,032	41,996	42,392
Cost Estimator	27,872	32,064	37,032	41,996	42,392

<u>CLASSIFICATION (1/1/00)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>GENERAL OFFICE</b>					
Receptionist	18,936	19,695	20,637	21,571	23,516
Principal Assessing Clerk	27,063	31,979	36,608	41,773	42,169
Senior Assessing Clerk	24,601	26,682	28,993	31,303	31,590
Senior Tax Clerk	24,601	26,682	28,993	31,303	31,590
Principal Clerk Bookkeeper	23,180	29,072	34,637	40,735	41,121
Principal Account Clerk/Sewer Utility	23,180	29,072	34,637	40,735	41,121
Principal Payroll Clerk	23,002	27,728	29,361	31,775	34,842
Account Clerk Typing	21,765	24,509	27,449	30,387	30,668
Tax Clerk	21,765	24,509	27,449	30,387	30,668
Assessing Clerk Typist	24,601	26,682	28,993	33,117	32,585
Senior Cashier	24,601	26,682	28,993	33,117	32,585
Building Maintenance Worker	18,936	25,266	31,769	37,737	38,094
Sr. Parking Meter Collector & Repairer	32,301	37,173	42,312	47,451	47,859
Parking Meter Collector & Repairer	28,848	33,186	38,328	43,466	43,875
Senior Account Clerk	23,180	26,240	29,506	33,083	32,552
Deputy Registrar of V.S	21,038	23,953	27,056	30,166	30,440
Clerk Typist	17,518	20,860	24,361	27,862	28,116
<b>DEPARTMENT OF PUBLIC SAFETY</b>					
Police Aide	22,146	23,940	25,814	27,689	27,754
Police Records Clerk	17,518	19,791	22,223	24,653	24,881
Police Records Clerk Transcriber	20,918	23,831	26,937	30,042	30,323
Sr. Police Records Clerk Transcriber	26,117	28,425	30,603	32,175	32,552
Senior Clerk	23,180	26,240	29,506	33,083	32,552
Senior Clerk Typist	23,180	26,240	29,506	33,083	32,552
Clerk Typist	17,518	20,860	24,361	27,862	28,116
Investigative Clerk	23,180	27,839	32,173	37,039	37,387
Public Safety Telecommunicators	21,765	24,815	28,058	31,306	31,594
Parking Enforcement Officer	21,765	27,512	32,923	38,868	39,235
<b>MUNICIPAL COURT</b>					
Clerk	17,518	20,860	24,361	27,862	28,116
Violations Clerk Typing	17,518	20,860	24,361	27,862	28,116
Deputy Municipal Court Admin.	18,936	22,842	26,922	31,000	31,288
Municipal Court Attendant	27,754	31,717	35,162	38,867	39,229

<u>CLASSIFICATION (1/1/00)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>SENIOR CITIZEN PROGRAM</b>					
Omnibus Operator	12,469	13,052	13,635	14,511	14,593
Field Rep, Sr. Citizen Program	18,525	20,159	21,797	23,433	23,716
<b>SEWER</b>					
Sewage Plant Repairer	28,848	33,186	38,328	43,466	43,875
Sewer Repairer	28,848	33,186	38,328	43,466	43,875
Senior Sewer Repairer	32,301	37,173	42,312	47,451	47,859
<b>DEPT. OF PUBLIC MAINTENANCE</b>					
Clerk Typist	17,518	20,860	24,361	27,862	28,116
Senior Clerk Typist	23,180	26,240	29,506	33,083	32,552
Principal Clerk Typist	23,180	27,052	31,132	34,679	35,010
Building Maintenance Worker	18,936	25,266	31,769	37,737	38,094
Laborer	26,010	29,993	33,679	37,899	38,255
Laborer/Traffic Maint. Worker	26,010	29,993	33,679	37,899	38,255
Truck Driver	27,429	31,283	34,856	38,964	39,331
Inventory Control Clerk	27,429	31,283	34,856	38,964	39,331
Equipment Operator	28,848	32,453	36,852	41,267	41,646
Sr. Building Maintenance Worker	28,848	32,630	37,211	41,791	42,185
Painter	27,429	32,237	36,766	41,827	42,223
Mason and Plasterer	28,848	33,186	38,328	43,466	43,875
Painter/Traffic Maint. Worker	28,848	33,186	38,328	43,466	43,875
Electrician	32,301	37,173	42,312	47,451	47,859
Mechanic	28,848	33,186	38,328	43,466	43,875
Maintenance Repairer	27,429	32,286	36,868	41,977	42,373
Heavy Equipment Operator	31,675	35,793	40,731	45,666	46,099
Carpenter	31,675	35,930	41,004	46,079	46,514
Senior Mechanic	32,301	37,173	42,312	47,451	47,859
Mechanic's Helper	28,882	32,208	36,312	40,418	40,786
Heavy Duty Laborer	27,821	31,283	34,856	38,964	39,331
<b>CLEAN STREETS</b>					
Laborer	26,010	29,993	33,679	37,899	38,255
Street Sweeper	31,675	31,819	33,027	34,113	34,440
Sanitation Inspector	28,848	33,186	38,328	43,466	43,875

<u>CLASSIFICATION (1/1/00)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>OFFICE OF DEVELOPMENT</b>					
Clerk Typist	17,518	20,860	24,361	27,862	28,116
Senior Clerk	23,180	26,240	29,506	33,083	32,552
Secretarial Asst/Stenography	23,180	26,240	29,506	32,248	32,552
Housing Inspector	28,848	33,186	38,328	43,466	43,875
Cost Estimator	28,848	33,186	38,328	43,466	43,875

<u>CLASSIFICATION (1/1/01)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>GENERAL OFFICE</b>					
Receptionist	19,552	20,335	21,308	22,272	24,280
Principal Assessing Clerk	27,943	33,019	37,797	43,131	43,539
Senior Assessing Clerk	25,400	27,550	29,935	32,321	32,616
Senior Tax Clerk	25,400	27,550	29,935	32,321	32,616
Principal Clerk Bookkeeper	23,933	30,017	35,762	42,059	42,458
Principal Account Clerk/Sewer Utility	23,933	30,017	35,762	42,059	42,458
Principal Payroll Clerk	23,750	28,629	30,315	32,808	35,974
Account Clerk Typing	22,473	25,305	28,341	31,374	31,664
Tax Clerk	22,473	25,305	28,341	31,374	31,664
Assessing Clerk Typist	25,400	27,550	29,935	34,193	33,644
Senior Cashier	25,400	27,550	29,935	34,193	33,644
Building Maintenance Worker	19,552	26,087	32,801	38,963	39,332
Sr. Parking Meter Collector & Repairer	33,351	38,381	43,687	48,993	49,415
Parking Meter Collector & Repairer	29,785	34,265	39,574	44,879	45,301
Senior Account Clerk	23,933	27,093	30,465	34,159	33,610
Deputy Registrar of V.S	21,721	24,732	27,935	31,146	31,439
Clerk Typist	18,087	21,538	25,153	28,767	29,030

**DEPARTMENT OF PUBLIC SAFETY**

Police Aide	22,866	24,718	26,653	28,589	28,656
Police Records Clerk	18,087	20,434	22,945	25,454	25,689
Police Records Clerk Transcriber	21,598	24,605	27,813	31,018	31,308
Sr. Police Records Clerk Transcriber	26,966	29,348	31,597	33,221	33,610
Senior Clerk	23,933	27,093	30,465	34,159	33,610
Senior Clerk Typist	23,933	27,093	30,465	34,159	33,610
Clerk Stenographer	28,656	32,747	36,304	40,130	40,504
Senior Clerk Stenographer	18,321	23,095	27,871	32,646	36,871
Clerk Transcriber	18,087	21,538	25,153	28,767	29,030
Clerk Typist	18,087	21,538	25,153	28,767	29,030
Investigative Clerk	23,933	28,744	33,219	38,243	38,603
Public Safety Telecommunicators	22,473	25,621	28,970	32,323	32,621
Public Safety Telecommunicator Trainee	19,405	22,177	25,459	28,089	28,357
Parking Enforcement Officer	22,473	28,406	33,993	40,131	40,510
Special Law Enforcement I	27,500	28,285	29,134	30,008	30,908
Special Law Enforcement II	29,388	31,926	34,464	37,002	39,540

<u>CLASSIFICATION (1/1/01)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>MUNICIPAL COURT</b>					
Clerk	18,087	21,538	25,153	28,767	29,030
Violations Clerk Typing	18,087	21,538	25,153	28,767	29,030
Deputy Municipal Court Admin.	19,552	23,585	27,797	32,007	34,159
Municipal Court Attendant	28,656	32,747	36,304	40,130	40,504
<b>SENIOR CITIZEN PROGRAM</b>					
Omnibus Operator	12,874	13,476	14,078	14,982	15,067
Field Rep, Sr. Citizen Program	19,127	20,814	22,505	24,194	24,486
<b>SEWER</b>					
Sewage Plant Repairer	29,785	34,265	39,574	44,879	45,301
Senior Sewage Plant Repairer	33,351	38,381	43,687	48,993	49,415
Sewer Repairer	29,785	34,265	39,574	44,879	45,301
Senior Sewer Repairer	33,351	38,381	43,687	48,993	49,415
<b>DEPT. OF PUBLIC MAINTENANCE</b>					
Clerk Typist	18,087	21,538	25,153	28,767	29,030
Senior Clerk Typist	23,933	27,093	31,965	34,159	34,159
Principal Clerk Typist	23,933	27,932	32,144	35,806	36,148
Building Maintenance Worker	19,552	26,087	32,801	38,963	39,332
Laborer	26,855	30,968	34,773	39,131	39,499
Laborer/Traffic Maint. Worker	26,855	30,968	34,773	39,131	39,499
Truck Driver	28,320	32,299	35,988	40,230	40,610
Inventory Control Clerk	28,320	32,299	35,988	40,230	40,610
Equipment Operator	29,785	33,508	38,049	42,598	43,000
Sr. Building Maintenance Worker	29,785	33,690	38,420	43,150	43,556
Painter	28,320	33,285	37,961	43,187	43,595
Mason and Plasterer	29,785	34,265	39,574	44,879	45,301
Painter/Traffic Maint. Worker	29,785	34,265	39,574	44,879	45,301
Electrician	33,351	38,381	43,687	48,993	49,415
Mechanic	29,785	34,265	39,574	44,879	45,301
Maintenance Repairer	28,320	33,335	38,066	43,341	43,750
Heavy Equipment Operator	32,705	36,956	42,054	47,150	47,597
Carpenter	32,705	37,097	42,337	47,577	48,026
Senior Mechanic	33,351	38,381	43,687	48,993	49,415
Mechanic's Helper	29,821	33,255	37,493	41,732	42,111
Heavy Duty Laborer	28,726	32,299	35,988	40,230	40,610

<u>CLASSIFICATION (1/1/01)</u>	<u>Minimum 1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>Maximum 4<sup>th</sup> Year</u>	<u>Emp. at Max/94</u>
<b>CLEAN STREETS</b>					
Laborer	26,855	30,968	34,773	39,131	39,499
Street Sweeper	32,705	32,853	34,100	35,221	35,560
Sanitation Inspector	29,785	34,265	39,574	44,879	45,301
<b>OFFICE OF DEVELOPMENT</b>					
Clerk Typist	18,087	21,538	25,153	28,767	29,030
Senior Clerk	23,933	27,093	30,465	34,159	33,610
Secretarial Asst/Stenography	23,933	27,093	30,465	33,296	33,610
Housing Inspector	29,785	34,265	39,574	44,879	45,301
Housing Assistance Technician	24,401	27,647	30,894	33,591	36,837
Cost Estimator	29,785	34,265	39,574	44,879	45,301



Employees shall receive their increment step on the anniversary date (date of hire or date of promotional appointment) of their employment in the job classification as a City employee. Employees with anniversary dates between the 1<sup>st</sup> and 15<sup>th</sup> of the month shall receive their increment step on the first of the month. Employees with anniversary dates between the 16<sup>th</sup> and the 31<sup>st</sup> of the month shall receive their increment on the first day of the following month. An employee promoted to a higher rated job title shall be slotted in at the step increment of the new position that is the next highest in pay to his/her present rate.

## **ARTICLE XXII**

### **STRIKES AND LOCKOUTS**

Since it is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all differences, disputes and grievances that may arise between them, the Union agrees that it shall not authorize, sanction or approve any strike, stoppage or slowdown during the term of this Agreement. The City agrees that it shall cause no lockouts.

## **ARTICLE XXIII**

### **MANAGEMENT RIGHTS**

The management of the City and the direction and regulation of its working forces, including discharge for just cause, except as specifically limited by this Agreement or Department of Personnel Rules and Regulations, shall be the exclusive function of the employer and its management. Provided, however, that the provisions of this paragraph shall not be used by the employer for the purpose of discriminating against any member of this bargaining unit, or in disregard of the provisions of this Agreement and/or Department of Personnel Rules and Regulations.

## ARTICLE XXIV

### POLICE AND FIRE DEPARTMENT DISPATCHERS

#### A. Hours off when working overtime

All members of this bargaining unit working consecutive tours of duty will be allowed one (1) hour off upon commencement of overtime duty and one (1) hour off if said dispatcher begins his/her regular tour of duty after completion of an overtime hour.

#### B. Two-Hour minimum overtime pay

Employees recalled to duty because of an emergency shall be paid for the actual time worked, but not less than two (2) hours' pay, at the rate of one and one-half (1 ½) times the basic pay of said employee.

#### C. Uniforms

1. Effective January 1, 1988, civilians in the Police and Fire Departments who are required to wear uniforms shall receive a uniform purchase allowance of three hundred fifty (\$350.00) dollars per year, subject to the same conditions and procedures as are applicable to the Police and Fire Departments.

2. Effective January 1, 1988, civilians in the Police and Fire Departments who are required to wear uniforms shall receive a uniform maintenance allowance of four hundred (\$400.00) dollars per year, subject to the same conditions and procedures as are applicable to the Police and Fire Departments. The uniform maintenance allowance shall be paid on June 1<sup>st</sup> of each year.

## ARTICLE XXV

### TERMS OF AGREEMENT

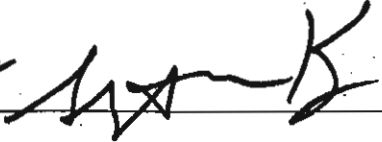
A. This Agreement shall be effective as of January 1, 1998. It shall be binding upon the City and the Union until December 31, 2001, and thereafter from year to year unless either party hereto shall notify the other in writing, in accordance with the requirements of the Public Employment Relations Commission Rules and Regulations and the Statutes of the State of New Jersey, of an intention to make change in, or terminate, the old Agreement. Negotiations shall commence no later than sixty (60) days prior to expiration.

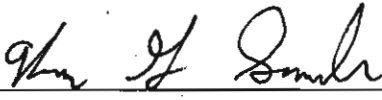
B. If any provision of this Agreement hereinbefore and hereinafter recited, or any application of this Agreement as it affects any employee or group of employees, is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect, and the parties agree to negotiate immediately for a substitute for that portion of the Agreement so invalidated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and caused this document to be signed by their proper corporate officers, the day and year first above written.

CITY OF ASBURY PARK  
Monmouth County, New Jersey

ATTEST:

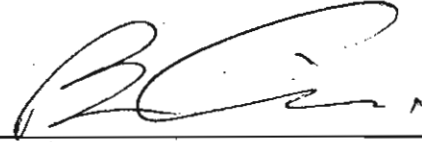
11/11/02   
\_\_\_\_\_

By:   
\_\_\_\_\_ Hon. Kevin G. Sanders, Mayor

CITY OF ASBURY PARK EMPLOYEES  
UNION, CHAPTER 5, LOCAL 196,  
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL  
ENGINEERS, AFL-CIO

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

By:   
\_\_\_\_\_ Barbara Lesinski, President  
Chapter 5, Local 196

By: \_\_\_\_\_  
Len Schiro, Business Agent  
Local 196, IFPTE, AFL-CIO