

**AGREEMENT**

**BETWEEN**

**CITY OF BAYONNE**

**AND**

**LOCAL 2261,**

**AMERICAN FEDERATION**

**OF**

**STATE, COUNTY AND**

**MUNICIPAL EMPLOYEES**



**JULY 1, 2009 THROUGH JUNE 30, 2014**





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TO: ALL MEMBERS OF AFSCME LOCAL 2261

Dear Brothers and Sisters:

In order for you to be fully aware of your rights under your AFSCME Contract, the Union has had this contract booklet printed for every member. This contract covers the period June 30, 2009 through June 30, 2014.

Keep your contract handy so that you can refer to it whenever there are any questions regarding your rights on the job.

Fraternally

Richard Golbin  
Executive Director

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PREAMBLE

Agreement made and executed as of the 16<sup>th</sup> day of March 2011, and effective from July 1, 2009 until Midnight, June 30, 2014 between the City of Bayonne, hereinafter referred to as the "City" and Council 52, Local 2261, AFSCME, AFL-CIO, hereinafter referred to as the "Union",

ARTICLE I MANAGEMENT RIGHTS

The parties to this Agreement affirm their understanding that the City is a public corporate entity dedicated to the safety, health, welfare, convenience and service essential to the public good. It is the declared purpose of this Agreement to maintain the quality and efficiency of the City's facilities and services and to establish and promote the harmonious relationship between the City and the Union; an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for all employees as hereinafter described and defined.

It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business, to manage and direct the affairs of the Departments covered in this Agreement, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the City unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey

Employer-Employee Relations Act. These rights shall include, but shall not be limited to the right to:

- (a) Direct the employees;
- (b) Hire, promote, transfer and assign;
- (c) Suspend, denote, discharge, or take other disciplinary action for good and just cause.

The City also reserves the right to establish, revise or amend working rules, regulations and procedures which now exist or may be required in the future, subject to negotiations. It is agreed by both parties that the City reserves the right to manage and control all of its facilities and to observe and obey all referenda, statutes enacted by the Legislature and decisions rendered by the Courts of the State of New Jersey,

ARTICLE 2  
RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective negotiating underlying the establishment of salaries, wages, hours and other conditions of employment for all of its permanent employees employed within the bargaining units and classifications therein as originally recorded in Docket Number RO-112 by the New Jersey Public Employment Relations Commission and modified by subsequent agreements, including that agreement set forth in PERC's Docket Numbers RO-962 and CU-76-23 whereby supervisory employees were excluded from the bargaining unit herein.

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who



does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

#### ARTICLE 3

##### CHECK-OFF

The City agrees to deduct the monthly dues for Union membership from the pay of those permanent employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City of Bayonne by the Treasurer of the Union, and sent to the Business Administrator or his designee, and the aggregate deductions of all employees shall be remitted together with an itemized statement listing the names of the employees to the Treasurer of Council 52 by the 15th of the current month, after such deductions are made.

Any written designation to terminate authorization for check-off must be received in writing by certified mail by the City and the Union by July 1st, and filing of notice of withdrawal shall be effective to halt deductions as of July 1st next succeeding the date on which notice of withdrawal is filed. When an employee is promoted to a title outside of the bargaining unit, his check-off authorization shall terminate as of the date of promotion.

#### ARTICLE 4

##### DISCRIMINATION

The City and the Union recognize the Constitutional equality of each and every employee and agree that no employee shall be discriminated against in the course of his employment with this City by reason of age, sex, color, creed, nationality or Union activity.

#### ARTICLE 5

##### HOURS OF WORK

The regular hours of work each day shall be consecutive except for interruptions for lunch periods, References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

The regular workweek shall be five (5) days, forty (40) hours per week, for each of the employees as set forth in Schedule A.

The starting and quitting times for an employee may be varied one (1) hour either way after five (5) days prior written notice by the Employer to the affected employee(s) and the Union.

Example: Assuming that an employee's current working hours are from 8:30 A.M. to 4:30 P.M., the starting time may be changed by the Employer to either 7:30 A.M. or 9:30 A.M. with the quitting time adjusted accordingly.

Employees in the classification of Health Inspector who were hired on or after January 1, 1991 may be hired to work a workweek based upon a full seven-day week with two consecutive days off

Schedule of Actual Duty for Average Hours per Week:

Emergency Duty. The schedule of actual duty as set forth in Schedule A shall be the sole responsibility of the Director, however nothing in this Agreement shall be construed to mean that in times of emergency as defined herein, the Director shall be prohibited from summoning to and keeping on duty as many employees as shall be necessary within the sole discretion of such Director to cope with such emergency.

Emergency Defined. "Emergency" as used in this Agreement shall include any condition over which the City of Bayonne has no control, including but not limited to fire and weather, if such condition endangers the safety of the public.

Night Hours: The City shall have the right to institute night hours within the Municipal Building. The City with a minimum of one week's notice, and based upon seniority within title and within the department, may adjust an individual's work schedule to reflect a 11:00am to 7:00pm workday.

ARTICLE 6

PREMIUM PAY POLICIES

Section 1. Overtime work, including call-out, shall be distributed as equally as practicable to employees working within the department in the same job classification who are qualified and capable of performing the work available. This commitment to distribution of overtime shall not, however, require that an employee be displaced from a usual, steady, on-going, or regular assignment.

On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. Overtime offered and refused by an employee shall be treated as time worked for the purpose of determining equitable distribution of overtime. Whenever more senior employees decline overtime, the less senior qualified employees will be required to perform the overtime work. Distribution within Public Works shall be reviewed with two AFS-CME representatives monthly.

Effective January 1 of each year, all employees will start with zero hours of overtime for purposes of computing equal distribution of overtime, the first opportunity for overtime at the beginning of each calendar year shall be offered on the basis of seniority. The schedule of overtime distribution will be posted monthly.

Section 2. Overtime pay at the rate of time and one-half (1-1/2) shall be paid for any work in excess of the regular work week schedule as set forth in Schedule A which is deemed adjusted to reflect a forty hour workweek for all employees as of December 30, 1991. Premium time shall be construed as time and one-half (1-1/2) for the sixth consecutive day worked in any regular workweek and double time (2x) for the seventh consecutive day in any regular workweek in accordance with definitions contained herein

Holiday pay shall be paid for all work performed on holidays as set forth in the holiday calendar contained in this Agreement.

Double time will also be paid for hours worked consecutively in excess of fourteen (14) in accordance with definitions contained herein.

The factor to be used in computing overtime rates shall be 2080 hours for all employees. Straight time rates shall be computed on the basis of a forty-hour workweek for all employees. Section 3. When any employee is called out from home he shall be credited with a

minimum of four (4) hours pay at the rate of time and one-half (1-1/2). Where such duty extends beyond four (4) hours, the employee will be paid for the time actually worked calculated at the rate of time and one-half (1-1/2). If an employee has left work and is called back on overtime to cover a scheduled shift, which is normally eight (8) hours, such employee shall be entitled to a minimum of five (5) hours of overtime work.

Section 4.

(a) The Director shall have the right to place on standby employees in the Department of Public Works, Parks and Recreation who will be required to remain at home for standby for the convenience of the City and shall receive thirty-five dollars (\$35.00) for each day or night which they stand by. This shall be done on a rotating basis in accordance with seniority. Failure to report while on standby will result in removal from the standby list.

(b) In addition to 4(a) above, all employees in the negotiations units shall receive thirty-five dollars (\$35.00) for each day or night they are required to remain at home on standby.

Employees in the Public Works, Parks and Recreation Department, participating in the snow and/or ice removal operation will be designated in writing when possible during normal working hours by the Director or his representative(s) and placed on a standby basis. Employees not designated in writing to be on standby may also be placed on standby and called to duty by the Director if, within the sole discretion of the Director, such additional employees are required to cope with the emergency. Employees designated to be on standby will remain at home on standby for one full eight (8) hour shift and receive thirty-five dollars (\$35.00) per day if they are notified and then not required to come into work. Should an employee be required for additional

standby, he will be paid thirty-five dollars (\$35.00) for each additional eight (8) hour shift or portion thereof.

When notified to report to work, the employee will report within one-half (1/2) hour. If called into work, the employee will receive pay as per the contract requirements in addition to the standby pay.

While involved in snow removal operations, the employee will receive a ten dollar (\$10.00) payment for meals after four (4) hours of work. This ten-dollar (\$10.00) payment will only be paid once during the call-back period. Failure to report after accepting standby notification will result in forfeiture of the standby rate. After the available personnel in the centralized garage have been utilized, the Director in the exercise of his own discretion can call in other personnel or avail himself of any outside service.

Section 5. When an employee has been called to work on a regularly scheduled work day and is required to begin work before his regular starting time, he shall be paid solely on the basis of time and one-half (1-1/2) for hours worked prior to the normal starting time. For all such work assigned, a minimum of one hour's pay at time and one-half (1-1/2) will be granted. When he begins his regular workday he will receive straight time fixed for his classification.

In the event that any employee is required to holdover after completion of his regularly scheduled work day, he shall be paid time and one-half (1-1/2) for each hour thereafter up to and including the fourteenth (14th) consecutive working hour. Beginning with the fifteenth (15th) consecutive hour, he shall be paid double (2x) the regular rate of pay.

ARTICLE 10

VACATIONS

All permanent employees shall be entitled to the following vacation:

AMOUNT OF SERVICE

VACATION DAYS

Up to end of first calendar year

1 working day for each month

1 through 5 years

12 working days

At the beginning of the 6th year

15 working days

At the beginning of the 11th year

20 working days

At the beginning of the 16th year

25 working days

30 working days

Vacations shall be based on continuous service.

The City shall have the option to cap the annual vacation days used at twenty-five (25) and any employee so capped at twenty-five (25) days who is entitled to thirty (30) days shall be paid for the five (5) extra days. This provision shall not apply to employees currently receiving thirty (30) vacation days.

If any employee is entitled to a vacation of more than two weeks, the additional vacation time due such employee may be assigned other than on a consecutive basis. The Director of each department shall prepare a vacation schedule, indicating the number of full or partial vacation periods which may be taken. All vacation selections shall be determined on the basis of seniority and the operating needs of the individual departments.

Vacation entitlement will continue to be prorated upon termination of employment with the City based upon months of service performed during the year of termination.

During the terms of this Agreement vacation time may be converted from calendar year to a fiscal year basis.

ARTICLE 11

WORKING RULES AND PROVISIONS

The City may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced and shall not be inconsistent with the terms of this Agreement.

The City agrees to grant salary increments to all eligible employees in the absence of substantial reasons to the contrary, e.g., habitual absenteeism, extended leaves of absence without pay, prolonged non-service connected sick leaves, violations of policies, rules, regulations and criminal offenses. No increment, longevity or otherwise, shall be withheld unless for good cause and prior notice of no less than two weeks (fourteen days) has been given to the Union. The denial of an increment to any member of the negotiating unit may be appealed through the grievance procedure contained in this Agreement. The City agrees that should an employee be assigned to perform duties other than his normal job classification, he/she shall be paid his/her regular rate of pay or the higher rate of pay should that situation exist subject to Civil Service Rules and Regulations.

Special Leaves of Absence. The City shall establish regulations which authorize the granting of special leaves of absence with pay or part pay to employees disabled either through injury or illness as a result of, or arising from their respective employment. During such period of disability, employees may elect, if they so desire, to first utilize all or any part of the sick leave accumulated under Section 3 of the N.J.S.A. 11:24A-1 et seq. In the absence of such election, leaves of absence provided by this section shall not affect in any manner whatsoever the accumulated sick leave provided under Section 3 of N.J.S.A. 11:24A-4

Any amount of salary or wages paid or payable to employees because of leave granted pursuant to N.J.S.A. 11:24A-1 et seq. shall be reduced by the amount of any Workmen's Compensation award under N.J.S.A. 34:15-1 et seq. made for temporary disability because of the same injury or illness requiring such leave.



ARTICLE 12

CLOTHING ALLOTMENT

The City agrees to provide to employees in the Department of Public Works, Parks and Recreation Department such clothing and apparel as needed and as may be required for the safe and effective performance of their duties,

Those employees, except watchmen and supervisory employees in the Department of Public Works, Parks and Recreation, who require special clothing, shall at the discretion of the Director, be presented with the following items annually:

Equipment Operators, Garage Attendants, Mechanics & Mechanics Helpers, Laborers, Truck Drivers, Maintenance Workers and Forestry Workers.

- 3 sets of uniforms
- Raingear supplied when needed

Department of Public Safety, Traffic Maintenance Laborers, Garage Attendants, Police and Fire Signal Repairmen.

- 3 sets of uniforms
- Raingear supplied when needed

City Hall Maintenance

- 3 sets of uniforms
- Safety Goggles where necessary

The City agrees to pay one hundred fifty dollars (\$150.00) annually each July toward the purchase of work shoes.

Effective July 1, 2000, office employees covered under the terms of this Agreement, who are not currently receiving a clothing allotment, shall receive an annual stipend of \$ 150.00 payable in July.

The City shall adopt a reasonable dress code for office employees and any question as to the reasonableness of the dress code will be subject to the grievance procedure. The clothing stipend will be prorated on a monthly basis for employees who do not work the full calendar year. For the Public Works, Parks and Recreation employees, clothing allotment will revert to the terms of the contract that expired July 30, 1996. Any clothing that the City provides becomes the required dress code.

All CDL and clothing checks shall be issued in August. The City shall make reasonable effort to issue a separate check to the employee for the above payments.

City is not responsible for lost or stolen articles. Willful destruction, sale or bartering of these articles shall be reasonable cause for disciplinary action.

ARTICLE 13

LEAVES OF ABSENCE

Funeral Leave: A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the day after the funeral, not to exceed five working days. Immediate family shall be defined as follows: mother, father, son, daughter, step-son, step-daughter, sister, brother, step-sister, step-brother, husband, wife, grandparents, grandchildren, current mother-in-law, father-in-law, brother-in-law and sister-in-law. Employees of the Jewish faith will receive similar funeral leave.

Employees shall also be entitled to one day of leave to attend the funeral in the event of death of aunt, uncle, cousin, nephew and niece.

Military Leave: Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

Unpaid Leave of Absence: A leave of absence without pay may be granted to any permanent employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or

unreasonably withheld. Employees on unpaid leave of absence must arrange for payment of premium cost for all medical insurance, or waive continuation of such insurance except where leave of absence is due to non-work related illness or injury and all sick leave has been used and the employee is in a non-pay status, in which case the City will pay for the cost of all medical premiums for a period of up to one (1) year, as permitted by applicable law and regulation. This leave is intended to include any leave that may be required to be provided under State or Federal Family Leave Act provisions.

Paid Leave of Absence - Attendance at Union Conventions: A maximum of six (6) authorized employee-delegates, to be selected by the Union, shall be entitled to time off with pay for attendance at Union Conventions. Advance notice of all such requests for time off will be given to the Business Administrator. The amount of time off for all employees shall not exceed a total of eighteen (18) working days per year.

#### ARTICLE 14

#### MATERNITY LEAVE

Maternity leave not to exceed six (6) months without pay shall be granted at the request of an employee. The employee retains the right to use all accumulated sick time and vacation time prior to taking an unpaid leave.

This leave may be extended for an additional period of up to six (6) months based upon good cause shown which may include medical verification. Approval shall not be unreasonably withheld,

Where continued good cause is shown, which may also include medical verification, application for extension of this leave for a specified period of time may be made.

The City shall determine whether or not such requested extension will be granted, and if granted, the period of time and conditions which will be applicable to such extension. The maximum leave of absence under this Article shall not exceed a total of two consecutive years, and it is intended that this leave shall include any entitlement to leave under the Family Medical Leave Act, both State and Federal.

#### ARTICLE 15 PERSONAL LEAVE

All employees in the negotiating unit, as herein defined, shall be entitled to four (4) personal leave days per year after one (1) year of service. Such leave shall be for the personal use of the eligible employee, and shall not be charged against sick leave with pay nor vacation leave, nor substituted therefore. Personal leave days must be applied for no less than seventy-two (72) hours in advance, except in an emergency, of their requested use, and shall not accumulate from year to year. Each employee, however, will be given every opportunity to utilize personal leave during the current credit year.

The granting of such personal leave shall not adversely affect the working efficiency of the employee's department. The Director, in his discretion, shall determine the number of personal leaves to be granted by him/her for any particular day. Such requests will not be arbitrarily denied.

#### ARTICLE 16

#### SICK LEAVE

##### Section 1.

Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

##### Section 2.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3.

Sick leave is earned in the following manner:

- (a) One (1) day for each full month of service with the Employer during the first calendar year of employment,
- (b) Fifteen (15) days for each year of service with the Employer beginning with the second calendar year of employment.

- (c) Sick leave credits shall not accrue while an employee is absent on a leave without pay.
- (d) Sick leave credits shall be provided in the year of termination of employment at the rate of one and one-quarter days for each full month of service, and the Employer may deduct the value of sick time taken in excess of pro rata entitlement from the employee's pay check.

Section 4.

Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The City may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the City.

Section 5.

Any employee who has been absent on sick leave for a period totaling fifteen (15) 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 recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event only one medical certificate in a six (6) month period may be required which must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6. Employees covered hereunder shall be entitled to participate in an unused sick leave reimbursement plan upon retirement in accordance with the following terms and requirements:

(a) Eligibility - To be eligible for the unused sick leave reimbursement program, an employee must retire with 25 or more years of service with the City of Bayonne, or retire as permitted at age 62, and such employee must also have at least 100 unused sick leave days to his or her credit at the time of retirement,

(b) Benefit - Effective July 1, 1999, an employee who is eligible for unused sick leave reimbursement upon retirement as herein defined shall be entitled to receive one (1) day's pay at the rate paid when the employee retires for every three (3) days of unused sick leave to a maximum of \$15,000.00. Unless the employee notifies the City of his/her retirement date by August 1, the City may withhold payment of any sick time buyout until the July following the retirement of the employee. Any use of sick time in excess of fifteen (15) days during the final year of employment and without a doctor's note shall be deducted from the \$15,000.00 cap.

Section 7. Effective July 1, 2000, a stipend of \$400.00 will be paid to any employee covered hereunder who is absent for one (1) day or less during the fiscal year exclusive of paid time off for vacation, holidays, personal days, union, education, military and funeral leave. Any employee who is out for three (3) days or less shall be entitled to receive a stipend of \$300.00 and any employee out for four (4) days shall be entitled to a stipend of \$200.00. These stipends will not be added to base and will be paid no later than September of the following fiscal year. Thus, any stipend earned in fiscal year 2001 will be payable not later than September of 2002.

Section 8. During the term of this Agreement Sick Leave may be converted from calendar year to a fiscal year basis.

ARTICLE 17

DISCIPLINE

Section 1. Disciplinary action which may result or be intended to produce suspension, loss of pay, demotion or removal may be instituted by the City for just and sufficient cause.

The types of disciplinary action which may be imposed by the City shall include the following: Oral or written reprimand

- Suspension
- Demotion
- Removal

All disciplinary actions instituted by the City shall, in all cases except oral or written

reprimand, adhere to the laws, rules and regulations promulgated by the New Jersey Department of Civil Service. Employees shall be entitled to a copy of oral or written reprimands which are placed in their file.

Section 2. Any appeal from disciplinary action instituted by the City shall be processed in accordance with the procedures, rules and regulations promulgated by the New Jersey Department of Civil Service. There shall be no right of appeal of disciplinary action instituted by the City through the arbitration procedures set forth in this Agreement. If, during the life of this contract, arbitration of discipline and discharge cases becomes lawful, the Union shall have the right to elect final and binding arbitration as an alternate to the New Jersey Department of Civil Service procedures as a means of appeal in accordance with the provisions of the Grievance and Arbitration Procedure Article of this Agreement.

Section 3. If an employee has only a non-suspension disciplinary action in his/her file, said action be removed after one year.

#### ARTICLE 18

##### GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be initiated within twenty (20) working days after the aggrieved employee knew or reasonably should have discovered its occurrence in the following manner or such grievance shall be deemed abandoned with all loss of retroactivity,

STEP 1. It shall be discussed at a time and place mutually agreed upon by both parties with the employee involved and a Union representative together with the supervisor designated by the City. If no answer is given within five (5) working days by the supervisor, the grievance shall be deemed to have been denied and the Union may proceed to Step 2.

STEP 2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union, setting forth a statement of the grievance and submitted within five (5) working days after the answer in Step 1 to the Director or any person designated by him. A meeting will be held within five (5) days of the submission. The answer to such grievance shall be made in writing, with a copy to the Union, within five (5) working days of the meeting.

STEP 3. If the grievance is not settled by Steps 1 and 2, then the Union shall have the right to submit such grievance to the Business Administrator within five (5) working days after the answer in Step 2. A meeting will be held within five (5) days of the submission, a written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) working days after the meeting. Grievances involving discharge may be processed directly to Step 3 of the grievance procedure within five (5) working days from the date of Final Notice of Discharge.

If the grievance is not settled through Steps 1, 2 and 3, then the Union shall have the right within twenty (20) working days after the answer in Step 3 to make the exclusive and absolute choice of pursuing all legal remedies afforded by the provisions of the Department of Personnel or where legally permitted, to submit such grievance to an arbitrator either mutually agreed upon or selected from lists submitted by PERC. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties. The cost of arbitration shall be borne by the City and the Union equally. The Business Administrator shall be given written notice of said election of remedies by the Union on the same date it files a Department of Personnel Appeal or of its request for arbitration,

Section 2. Any disposition of a grievance as herein defined which is accepted by AFSCME, or from which no appeal is taken within the time periods set forth in this grievance procedure, shall be final and conclusive and binding upon the employee, the Union, and the City. If the City fails to respond to a grievance within the time limits provided, the Union may process the grievance to the next step.

Section 3. In any grievance or dispute involving the construction of statutes, either party may proceed in court for a judicial determination of such statutory construction and shall not submit the same to arbitration.

Section 4. The time limits provided for herein may be extended by mutual agreement of the parties which must be in writing.

#### ARTICLE 19 NO STRIKE

Section 1. During the term of this Agreement, the Union, its officers and members, will not engage in, sanction or encourage any strikes, walkouts, sympathy strikes, refusal to cross picket lines either at or away from the City's facilities, slow-downs, picketing, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the City's Departments or affect services to the public. Any such action shall be a violation of this agreement.

#### ARTICLE 20

##### GENERAL PROVISIONS

##### Section 1 Health Insurance

The City shall continue to provide and pay for health insurance coverage under the New Jersey State Health Benefits for each employee and his eligible dependents.

The City may change carriers so long as the benefit levels are equal to or better than the current coverage. Should the City consider changing the Health Insurance program, it shall obtain from the

proposed new health provider a letter guaranteeing that the level of benefits and dollar reimbursement will be at least equal in every respect to the present plan. This letter must be on company stationery and signed by an officer of the organization. A copy of this letter and all relevant documents shall be provided to the AFSCME sixty (60) days prior to implementation of the plan.

The existing prescription retirement benefit for AFSCME employees with ten years of service with the City remains in effect at no cost to the employee.

##### Section 2 Savings Clause

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

##### Section 3 Memoranda

The representatives of the City and of the Union may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.

##### Section 4 Payroll

It is still further agreed that if the City incurs a cost in the payroll processing, then the payroll system will change to 24 pay periods effective the following January.

#### ARTICLE 21

##### LONGEVITY

Section 1. It is the intention of this Article to provide longevity payments for employees.

Longevity is in addition to base pay and shall be paid to each regular full-time employee for continuous service according to the following schedule.

ARTICLE 22  
TERMS OF AGREEMENT

Effective July 1, 2005, the longevity program will be paid in the first full pay period as follows:

- (a) After the sixth anniversary, 2.50% of base pay; after the ninth anniversary, 3.75% of base pay; after the twelfth anniversary, 4.75% of base pay; after the sixteenth anniversary, 6% of base pay; after the nineteenth anniversary, 7.25% of base pay; after the twenty-second anniversary, \$3,500.00, in addition to base pay.

(b) Effective 1/1/13 the longevity program will be paid in the first full pay period as follows:

6 years	2.50%
9 years	4.00%
12 years	5.25%
16 years	6.75%
19 years	6.75%
20 years	\$4,500.

Any employee receiving 7.25% longevity as of 1/1/13 will continue to receive the 7.25% until 20 years longevity is achieved.

All longevity changes effective 1/1/13

All annual longevity changes to be made in the July following the anniversary date.

ARTICLE 22

UNION REPRESENTATIVES

The City shall recognize and deal with those Union Representatives and Grievance Committee Members designated by the Union through its internal processes in each department and division of employment.

The Union President shall be granted two (2) hours per day to conduct Union business which normally shall be the last two (2) hours of the work shift, provided said business does not interfere

with the normal operations of the City. The City shall provide space for the Union President to conduct such Union business. If a temporary personnel shortage exists in emergent circumstances the Department Director may assign the Union President to perform, job duties as needed.

It is the intention of the Agreement to amend, revise or repeal all ordinances or resolutions which are inconsistent with the provisions of this Agreement, and to preserve and maintain all ordinances and resolutions which are not inconsistent with these provisions.

The term of the new Agreement shall be for a period of five (5) years commencing July 1, 2009 through June 30, 2014.

Salary Adjustments -

	Change to Base
7/1/09 - 6/30/10	0.00%
7/1/10 - 6/30/11	0.00%
7/1/2011	2.00%
10/1/2011	1.75%
6/1/12	2.00%
12/1/12	1.75%
6/1/13	2.00%
12/1/13	2.00%
6/2/14	2.50%

To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September. Effective 1/1/11 and in future years all members shall receive their annual steps.

New Employees - Current 5 step salary guide to be increased to 7 steps.

Safety Coordinator - There shall be a continuation of the position of safety coordinator with annual stipend of \$3,000.00. The stipend may be shared by more than one employee to a maximum of three (3) employees through mutual agreement between the City and the Union. Any change in filling the position shall be effective at the start of each January and the existing safety coordinator must be notified thirty (30) days in advance of said change.

Safety training sessions shall be offered to all public works employees and the safety coordinator shall assist in the selection of appropriate sessions.

Public Safety Telecommunicators and Police Front Desk Clerk - Effective July 1, 1999, all communication operators who are certified to serve as trainers shall be entitled to an annual stipend of \$500 which shall be paid in July to those employees who were so certified for the preceding twelve (12) month period.



All communication operators will be provided with lockers and will be provided with three (3) sets of uniforms. It is the responsibility of the operator to maintain the uniforms, and an additional set of uniforms will be provided each fiscal year. Where possible, an operator who is to be called in for overtime to cover for a scheduled vacation shift will be given ten (10) days prior notice.

Work shift for communication operators shall be:

- a. 6 a.m. to 2 p.m.;
- b. 2 p.m. to 10 p.m.;
- c. 10 p.m. to 6 a.m.

All communication operators shall work a schedule of five (5) days on and two (2) days off followed by five (5) days on and three (3) days off. If a communication operator is required by the supervisor to work through the assigned half hour lunch period, a meal allowance of \$5 shall be provided.

**Educational Incentive** - An education incentive shall be maintained whereby full time employees may be granted skill or professional improvement leave for specific courses of study relating to work of the City, or leave to attend conferences of professional and other associations related to the work of the City. Such leave may be granted with full or part pay in an amount not to exceed one (1) calendar month during any fiscal year based upon the recommendation of the department head of the employee and approval by the administration. The City will pay the educational expenses of course fees and registration fees if courses taken directly relate to the employment position of the individual.

**CDL** - Any holder of a CDL license that the City uses year-round shall receive an annual stipend of \$400.00. Said stipend shall be paid in the August following the first full year that the license was held and used. All other employees who possess a valid CDL but whose job function does not require the use of that license on a regular basis shall be eligible for an annual stipend of \$100. Said stipends shall be paid in July for the full calendar year, and shall be pro-rated on a monthly basis for employees who are not employed for the entire calendar year.

The City reserves the right to implement the same drug testing procedures currently in place for CDL operators for all members of the bargaining unit.

For a member who holds both the NJ Emission Repairer and NJ Vehicle Inspector License, and the

City is making use of said licenses, a stipend of \$1,500 shall be paid starting in July 2005 for the prior fiscal year. Said stipend shall be prorated if licenses are not held for a full year.

All CMV and clothing checks shall be issued in August. The City shall make reasonable effort to issue a separate check to the employee for the above payments.

**Jury Duty** - An employee who serves, jury duty shall be paid the difference, if any, between the compensation received from the court and the regular wages of that employee for a day of service. To be eligible for jury duty pay the employee must inform the department director or immediate supervisor within seventy-two (72) hours of receiving notification of jury duty and must report to work during the period of jury duty if the employee is not required by the court to be in attendance. The employee shall notify the department director or immediate supervisor on a daily basis as to his/her required attendance by the court.

**Dental Plan** - The full family dental plan previously implemented in behalf of the employees covered by the collective bargaining agreement between the parties shall be maintained. The parties agree that the dental plan shall in all respects comply with the law, including the obligation to provide employees with the option of obtaining dental services from any licensed dentist. As of January 1, 2005, the orthodontics maximum shall be \$1,500 lifetime per family member and maximum annual dental coverage to be \$1,500. Effective 7/1/10 for active employees an annual deductible of \$50 for the employee, \$50 for the spouse, and \$50 for each child. Maximum for all children combined as \$100.

**Prescription Plan** - The family prescription plan previously implemented for all employees covered by the collective agreement between the parties shall be maintained. Effective 5/1/10 \$3 for generic and \$10 for name brand. Generic shall be substituted whenever it is the equivalent of brand name.

**Disability Insurance** - Disability wait period to be reduced to sixty days commencing with the renewal of the disability coverage following the signing of the contract.

**Health Insurance** - The health insurance program for employees covered hereunder shall include a wellness visit once per calendar year as an option under Plus or HMO providing those plans continue to offer the option.

If the City changes health plans coverage shall be equal to or better than the existing plan

Any employee injured, disabled or suffers a catastrophic illness outside of work and is on unpaid sick leave shall be entitled to the health coverage benefits provided under NJ Direct 15. If an employee selects a more expensive plan they shall pay the difference. Coverage shall be extended for up to a two-year period. If an employee chooses a more expensive plan they shall pay for the difference. Upon return, an employee may not be extended health coverage if employee returns to unpaid sick leave for the same illness or injury within ninety days.

#### Health Benefits -

Effective as soon as possible all active employees to go to NJ Direct 15, an employee can choose Direct 10 but must pay for the difference.

Effective June 30, 2014 the State mandated 1.5% of salary contribution towards health benefits shall be effectuated for all members.

Effective 1/1/14, the vision care plan shall be eliminated towards the cost of health benefits.

#### New Employees:

Any employee hired after the signing of this contract shall be entitled to single coverage only for health benefits until an employee has completed seven years. Prior to the completion of their seventh year an employee may opt to increase coverage to include spouse and/or children at their expense.

Any employee hired after the signing of this contract shall have a payroll deduction of \$25.00 per month for dental coverage and \$25.00 per month for prescription coverage. If the employee chooses not to enroll in either the dental or the prescription program the cost for the provided coverage is reduced to \$10.00 per month. If the employee chooses not to enroll in both plans there is no payroll deduction. Provision for retirement prescription coverage after 10 years shall be stricken for employees hired after the signing of this contract.

Retiree Health Coverage: For employees who retire under the Public Retirement System under this contract benefits shall include:

With 25 or more years - health benefits (100%) shall be paid for employees by the City for life. Coverage to continue for the life of the employee and/or spouse, unless spouse is divorced, remarries, or receives coverage from another source following the death of the retiree. Upon reaching Medicare age, a medigap policy of NJ Plus, equal or better to be provided. If the employee selects a more expensive plan, employee to pay the difference.

If a member passes away while being an active employee, the provisions of retiree health coverage shall be provided to the spouse regardless of the years of service until the spouse either remarries or obtains other health coverage.

All retirees to go to NJ Direct 15. A Retiree can choose Direct 10 but must pay for the difference.

Effective 1/1/13 all retirees to pay \$25.00 per month towards the cost of health coverage. The \$25.00 payment shall be waived if the employee elects not to take dental coverage.

Effective 6/30/14 all retirees to pay \$50.00 per month towards the cost of health coverage. The \$50.00 payment shall be waived if the employee elects not to take dental coverage.

Effective 7/1/10 for retirees city will pay 50% of premium for city dental plan and up to 50% of premium for city dental plan and up to 50% of premium of city dental plan if employee elects a different plan.

Effective 7/1/09 - \$3 for generic & \$10 for name brand will be the co-pays on prescriptions.

Employee may elect to replace the City prescription plan with the City dental plan. If the City changes health coverage, plan shall be equal to or better.

The parties shall enter into a side letter of agreement that will provide that for the first three years of this Agreement employees with fifteen (15) or more years but less than twenty-five (25) years of service who reach age sixty-five (65) and retire will be eligible for the \$750 reimbursement. This letter will also provide that if the minimum Social Security age for Medicare is increased, the age sixty-five (65) factor will be adjusted accordingly.

Coverage for a surviving spouse or dependent to continue until the surviving spouse reaches age sixty-five (65); or the age the spouse is eligible for Medicare; or obtains insurance from another source; or the dependent reaches the maximum age for coverage.

Eyeless Plan - Effective July 1, 2001, the City shall institute an eyeless plan for employees covered under this Agreement that will provide a reimbursement by the City of up to \$100 per year per employee for the cost of examination and/or eyeglasses of the employee and family. Reimbursement to increase to \$150 effective July 1, 2003.

#### ARTICLE 2A

#### TERMINATION

This Agreement shall be effective as of July 1, 2009 and shall remain in full force and effect until Midnight, June 30, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to terminate or modify this Agreement. In the event such written notice is given, negotiations shall begin not later than thirty (30) days after the giving of said notice, and this Agreement shall remain in full force and effect during such negotiations for a successor Agreement, subject to all legal rights of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement and caused same to be executed by their respective officers or agents on the 14<sup>th</sup> day of March 2011 CITY OF BAYONNE

ATTEST:

By: [Signature]

By: [Signature]

ATTEST:  
LOCAL 2261, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

By: [Signature]

By: [Signature]

By:

SCHEDULE A  
DEPARTMENT OF PUBLIC WORKS, PARKS AND RECREATION  
WORK SCHEDULE

Working hours for all Public Works, Parks and Recreation Employees covered by this Agreement shall be as follows:

ALL CLERICAL EMPLOYEES

8:30 A.M. to 4:30 P.M. - Monday through Friday.

PUBLIC WORKS GARAGE

Labor Pool Employees - Garage Employees

8:00A M. to 4:00 P.M. - \*5 day week

\*WORK WEEK SCHEDULE TO BE WORKED OUT BY DIRECTOR

MONDAY THROUGH SUNDAY.

Lunch hours to be agreed upon between employees and Director.

Watchmen

8 hour shifts - 5 days per week

Additionally, the following job classifications will work the following schedules: Hand

Sweepers - 7 A.M. to 3 P.M.

Vacation time - 2-week maximum during June, July, August and September, except at the discretion of the Director,

Working hours for all employees covered by this Agreement other than Public Works, Parks and Recreation employees shall be as follows:

ALL CLERICAL EMPLOYEES OTHER THAN IN DEPARTMENT OF PUBLIC WORKS, PARKS AND RECREATION

8:30 A.M. to 4:30 P.M. - Monday through Friday, except cashiers in the Tax Department may have their hours of work altered to provide coverage. Some employees may be scheduled from 8:30 A.M. to 4:30 P.M. while others may be scheduled from 9:00 A.M. to 5:00 P.M.

ALL WATCHMEN OTHER THAN IN DEPARTMENT OF PUBLIC WORKS, PARKS AND RECREATION

8 hours straight time - Monday through Sunday,

CITY HALL MAINTENANCE

8 hour shifts - 5 days per week.

VACATION TIME

Not to exceed a maximum of two (2) weeks during the months of June, July and August, except at the discretion of the Director.

SCHEDULE B

The official payroll ending on Mondays and salary checks released on Fridays will be adjusted to hold back the salary checks not later than the Fridays after the payroll period ending on Monday, except if that Friday is a holiday, it will be paid on Thursday.

The payroll procedure will be the same for the Official Payroll Account #2, except that the payroll period ending will be on Tuesdays

In order to make this adjustment for the holdback, a partial payment will be made to the employees ten days after their last pay. The following week, the employees will receive their regular biweekly pay less all the payroll deductions and the partial payment stated above. Thereafter, the employees will receive their biweekly pay not later than the Friday following the Monday in the manner previously mentioned.

The payroll procedure in calculating the biweekly pay week will be based upon dividing 26 pay periods into the annual salary to arrive at the base salary. In those years where there will be 27 pay periods, the annual salary will be divided by 27.

Example:

Annual Salary 26 Pay Period 27 Pay Period

\$9,000.00                      \$346.15                      \$333.33

Employees who do not perform their duties for the full payroll period will be deemed one-tenth (1/10) of their biweekly pay for each day or part thereof when duties are not performed, except if such employees are excused for sickness, vacation, official paid leave of absence, personal days, or other authorized absence by the Director of the Department.

New employees will be paid from date of hire to the end of the payroll period based upon

the number of days times the daily rate of one-tenth (1/10) of the biweekly rate.

A similar procedure will follow for employees leaving the employ of the City for any reason. These employees will be paid from the date of the last payroll period to the date the employee last worked.

Overtime pay will be calculated in the following manner:

The hourly rate will be based upon dividing 2080 hours into the annual salary times one and one-half.

Example: Annual salary \$9000 divided by 2080 hours

$$4.33 \times 1-1/2 = \$6.50$$