

NOV 30 1987

A G R E E M E N T

Between

Bayonne, City
CITY OF BAYONNE

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and

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

EFFECTIVE: X JANUARY 1, 1986 through DECEMBER 31, 1988

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P R E A M B L E

Agreement made and executed as of the _____ day of _____, 1986 and effective from January 1, 1986 until Midnight, December 31, 1988, except for those language changes agreed upon and incorporated into the Agreement, which shall be implemented as of the date of final approval, 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 1

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 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 on it except as modified or limited by the terms of this Agreement.

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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, demote, discharge, or take other disciplinary action for good and just cause.

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, both past and future, 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

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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 attorneys' 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

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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 work week shall be five (5) days for each of the employees as set forth in Schedule A.

The current schedule of working hours will continue until the signing of this Agreement. Thereafter an employee's starting and quitting times 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 9:00 A.M. to 4:00 P.M., the starting time may be changed by the Employer to either 8:00 A.M. or 10:00 A.M. with the quitting time adjusted accordingly.

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.

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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.

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.

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. Premium time shall be construed as time and one-half (1-1/2) for the sixth consecutive

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day worked in any regular work week and double time (2x) for the seventh consecutive day in any regular work week 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 those employees regularly scheduled to work forty hours per week and 1820 hours for those employees regularly scheduled to work thirty-five hours per week. Straight time rates shall be computed on the basis of work day and week contained in Schedule A.

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).

Section 4. 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 Saturday and Sunday for the convenience of the City and shall receive fifteen dollars (\$15.00) for each Saturday and fifteen dollars (\$15.00)

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for each Sunday 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 the loss of the fifteen dollars (\$15.00) and may result in removal from the standby list.

Employees in the negotiating unit involved in the maintenance, repair, installation, and servicing of police and fire signal systems and water maintenance who are required to remain at home on Saturdays and Sundays for the convenience of the City shall receive fifteen dollars (\$15.00) for each Saturday and fifteen dollars (\$15.00) for each Sunday on which they stand by.

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 fifteen dollars (\$15.00) 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 fifteen dollars (\$15.00) 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

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receive pay as per the contract requirements in addition to the fifteen dollars (\$15.00). While involved in snow removal operations, the employee will receive a five dollar (\$5.00) payment for meals after four (4) hours of work. This five dollar (\$5.00) 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. Employees in Water Maintenance and Sewer Maintenance who are called in to work outside their regular shift shall receive a \$5.00 payment for meals after four (4) hours of work.

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 work day 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 in accordance with the formula herein set forth.

Definitions - Formulas

Double Time is straight time and an additional day's pay which means:

Adjusted straight time for working	\$26.50 per day
Additional day's pay	26.50 " "
Total	<u>\$53.00 per day</u>

Time and one-half is straight time and an additional one-half day's pay, which means:

Adjusted straight time for working	\$26.50 per day
Additional one-half day's pay	13.25 " "
Total	<u>\$39.75 per day</u>

ARTICLE 7

SENIORITY

Section 1. Seniority is defined as an employee's total length of continuous service with the City beginning with his or her date of hire. It is agreed that any employee who voluntarily resigns, or is discharged for just cause, or is absent from work for five (5) consecutive work days without permission and without properly notifying the Employer, or fails to return to work upon recall from layoff within five (5) working days after delivery of telegram or letter certified mail, return receipt requested, to his or her last known address notifying him or her to report to work shall suffer loss of all seniority rights, and his or her employment status shall be terminated. Any employee who is granted a leave of absence without pay shall not have such leave credited to his seniority.

Section 2. Seniority shall be used to provide preferential treatment for the most senior employee in the initial selection of vacations, consistent with the efficient operation of the departments. This provision shall not be interpreted to permit a more senior employee to disrupt the approved scheduled vacation of a junior employee.

Employees will be considered on the basis of skill, ability and qualifications to perform the work, and seniority with respect to shift assignments, building assignments, promotions, non-disciplinary demotions, layoffs and recalls. When skill, ability and qualifications, are relatively equal, seniority will prevail. It shall be the exclusive responsibility of the employer to determine qualifications of the employees. The provisions of this Section shall be applicable to those circumstances and conditions which are not controlled or mandated by the provisions of Title 11, the New Jersey Civil Service Act, Subtitle 3. In the event of any conflict between the provisions of this Article of the Agreement and the provisions of Title 11, the provisions of Title 11 shall prevail.

ARTICLE 8

JOB POSTING

All vacancies shall be posted in all departments in accordance with the requirements of the affirmative action plan of the City. Said notice shall remain posted for ten (10) working days during which time an interested employee may make written request for the position through the affirmative action officer of the City.

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ARTICLE 9

HOLIDAY CALENDAR

The following shall be recognized as paid holidays:

- | | |
|--------------------------|--------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Lincoln's Birthday | 9. General Election (November) |
| 3. Washington's Birthday | 10. Thanksgiving Day |
| 4. Good Friday | 11. Christmas Eve (1/2 Day) |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. New Year's Eve (1/2 Day) |
| 7. Labor Day | 14. Veteran's Day |

Permanent employees shall not perform any work after 12:00 Noon on Christmas Eve and New Year's Eve, except employees in the Tax Collector's Office, Water-Sewer Utility Collector's Office, City Clerk's Office, shift class employees or where State Law and Regulations mandate the continuance of service on such dates.

Any employee required to work on any holiday will be paid, in addition to his regular holiday pay, at time and one-half (1-1/2) his regular hourly rate for all such hours worked.

All holidays falling on Saturday shall be celebrated on the preceding Friday and all holidays falling on Sunday shall be celebrated on the following Monday.

ARTICLE 10

VACATIONS

All permanent employees shall be entitled to the following vacation:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
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
At the beginning of the 26th year	30 working days

Vacations shall be based on continuous service.

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.

Effective January 1, 1987, vacation entitlement will be prorated upon termination of employment with the City based upon months of service performed during the year of termination.

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.

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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 & Mechanic Helpers, Laborers,
Truck Drivers, Maintenance Workers and
Forestry Workers

3 sets of uniforms
2 pair work shoes
Raingear supplied when needed

Sewerage Employees

3 sets of uniforms and laundry
2 pair safety shoes

Water Maintenance (including Water Meter Division)

3 sets of uniforms
2 pair safety shoes
1 raincoat
1 pair rubber boots (boots are for general use, not assigned to any particular employee)

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

3 sets of uniforms
2 pair work shoes
Raingear supplied when needed

City Hall Maintenance

3 sets of uniforms
2 pairs of work shoes

Safety Goggles

Where necessary

Department Directors shall negotiate with the Union as to the quantity of the clothing allotment to be distributed to the eligible employees at no additional cost to the City.

Replacement of these supplies will be made upon presentation of used 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, sister, brother, step-sister, step-brother, husband, wife, grandparents, grandchildren, current mother-in-law and father-in-law.

Employees of the Jewish faith will receive similar funeral leave.

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 three (3) months, as permitted by applicable law and regulation.

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.

ARTICLE 15

PERSONAL LEAVE

All employees in the negotiating unit, as herein defined, shall be entitled to two (2) personal leave days 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 therefor. Personal leave days must be applied for no less than five (5) days 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 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 prorated 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

totalling 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.

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 a means of appeal in accordance with the provisions of the Grievance and Arbitration Procedure Article of this Agreement.

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 thirty (30) 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

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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 seven (7) 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 ten (10) working days after the answer in Step 3, to make the exclusive and absolute choice of pursuing all legal remedies afforded by provisions of the Civil Service Act or 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

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shall be given written notice of said election of remedies by the Union on the same date it files a Civil Service Appeal or for arbitration.

Any appeal from the final decision of a Step 3 grievance with respect to disciplinary or discharge action shall be made to the New Jersey Civil Service Commission in accordance with its procedures, rules and regulations, and there shall be no right to arbitration of any grievances pertaining to discipline or discharge. If, during the life of this Agreement, arbitration of disciplinary or discharge action becomes lawful, the Union shall have the right to elect final and binding arbitration as a means of appeal in accordance with the provisions of this Article.

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.

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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 service to the public. Any such action shall be a violation of this agreement.

ARTICLE 20

GENERAL PROVISIONS

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.

The representatives of the City and of the Union may, by mutual consent, adopt written memorandums 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 memorandums shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.

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The City 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 governing body (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.

It is further agreed that the City shall freely exercise its right to hire, promote, transfer, discipline, or discharge employees conditioned only by the contents of this Agreement and applicable legislation.

ARTICLE 21

LONGEVITY

It is the intention of this Article to provide longevity payments for two separate groups of employees, i.e., employees who have completed fifteen (15) years of service or more but less than twenty (20), and employees who have completed twenty (20) years of service.

Longevity payments totaling \$800.00 for these specific groups of employees shall be paid in the amounts hereinafter set forth in two installments: Beginning of the sixteenth (16th) anniversary \$600.00; beginning of the twenty-first (21st) anniversary \$200.00. Eligibility will be based on continuous service in the employ of the City and shall be paid on the anniversary date of employment as provided in the schedule contained in this Article.

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No employee shall be entitled to receive more than two (2) longevity increments during his employment career with the City. It is further agreed that employees now in the employ of the City who have already received longevity increments that are less than provided above under any previous longevity program are eligible to receive the difference between the amount received to date by them and the amount that they would have received had they been eligible under this longevity program. If any employee has not received any longevity increments after completing twenty (20) years of service, such employee shall be entitled to an \$800.00 increment.

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.

ARTICLE 23

TERMS OF AGREEMENT

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.

Effective the first payroll period of fiscal 1986, the minimum and maximum rate on each of the job categories covered by

the collective agreement between the parties will be increased by six and one-half (6-1/2) percent, and a new increment schedule will be instituted in accordance with this general wage increase. This new increment schedule will be established by determining the difference between the minimum and maximum salary for the job categories which shall then be divided by five to determine the annual increment advancement for each holder of such office or position. 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 the first payroll period of fiscal 1987, the minimum and maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by six (6%) percent, and a new increment schedule will be instituted in accordance with this general wage increase. This new increment schedule will be established by determining the difference between the minimum and maximum salary for the job categories which shall then be divided by five to determine the annual increment advancement for each holder of such office or position. 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 the first payroll period of fiscal 1988, the minimum and maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by six (6%) percent, and a new increment schedule will be instituted in accordance with this general wage increase. This new

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increment schedule will be established by determining the difference between the minimum and maximum salary for the job categories which shall then be divided by five to determine the annual increment advancement for each holder of such office or position. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September.

The full family dental plan previously implemented in behalf of the employees covered by the collective agreement between the parties shall be maintained. The parties anticipate that the approximate cost of this plan to the City for the term of this Agreement shall be in the amount of \$288.00 per year per employee and family, and 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.

The family prescription plan previously implemented for all employees covered by the collective agreement between the parties shall be maintained. The cost of this plan to the City for the term of this Agreement shall not exceed the sum of \$202.00 per family, per year. If the cost of such prescription plan exceeds the aforementioned sum of \$202.00 per year, per family, the extra cost shall be deducted from the general wage increase provided for any fiscal year of this contract in which the cost exceeds \$202.00 per year per family.

This Agreement is subject to approval by the City Council of Bayonne.

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ARTICLE 24

TERMINATION

This Agreement shall be effective as of January 1, 1986 and shall remain in full force and effect until Midnight, December 31, 1988. 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 _____ day of _____, 198 .

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ATTEST:

CITY OF BAYONNE

By: John P. Foye

By: Marvin A. Eger

ATTEST:

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

By: Edward J. [Signature]

By: Elizabeth Baker

By: _____

By: _____

By: _____

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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

9:00 A.M. to 4:00 P.M. - Monday through Friday.

PUBLIC WORKS GARAGE

Labor Pool Employees - Garage Employees

8:00 A.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.

Centralized garage attendants presently engaged in pumping gas and washing cars will work 3 shifts of 8 hours each.

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

9:00 A.M. to 4:00 P.M. - Monday through Friday, except cashiers in the Tax and Water Departments may have their hours of work altered to provide coverage. Some employees may be scheduled from 9:00 A.M. to 4:00 P.M. while others may be scheduled from 10:00 A.M. to 5:00 P.M.

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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.

WATER-SEWER UTILITY EMPLOYEES

Water/Sewage Maintenance Employees

9:00 a.m. to 4:00 p.m., Monday through Friday.

Sewage Plant Operators

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.

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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:

<u>Annual Salary</u>	<u>26 Pay Period</u>	<u>27 Pay Period</u>
\$9,000.00	\$346.15	\$333.33

Employees who do not perform their duties for the full payroll period will be docked 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:

Positions requiring employees to work 40 hours per week, 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\text{-}1/2 = \6.50

Positions requiring employees to work 35 hours per week, the hourly rate will be based upon dividing 1820 hours into the annual salary times one and one-half.

Example: Annual salary \$9000 divided by 1820 hours =
 $4.95 \times 1\text{-}1/2 = \$7.43.$

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