THIS BOOK DOES

AGREEMENT BETWEEN

CITY OF BAYONNE

-and-

LOCAL 1959; AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES, AFL-CIO (Bayonne Chapter)

PREAMBLE

This Agreement, made and entered into as of May 27, 1971, and effective until midnight, December 31, 1972 is between the City of Bayonne, hereinafter referred to as the "City" and Local 1959, American Federation of State, County and Municipal Employees, AFL-CIO (Bayonne Chapter), hereinafter referred to as the "Union".

Library Institute of Management and Labor Relations

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RUTGERS UNIVERSITY

ARTICLE I

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, 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.

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 employees employed within the bargaining units and classifications therein as recorded by the New Jersey Public Employment Relations Commission and modified by this agreement, and for all such additional bargaining units and classifications for which the parties may subsequently mutually agree, and for which the Union is certified as the exclusive bargaining representative by the New Jersey Public Employment Relations

Check-Off

The City agrees to deduct the monthly dues for Union Membership from the pay of those 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 the aggregate deductions of all Employees shall be remitted together with an itemized statement listing the names of the employees to the Treasurer 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 or January 1st, and filing of notice of withdrawal shall be effective to halt deductions as of July 1st or January 1st next succeeding the date on which notice of withdrawl is filed.

ARTICLE IV

The unit shall consist of all permanent full time employees as described in the certification of representative, Docket Number RO-112, with the exception of Traffic Crossing Guards, seasonal employees, policemen, firemen, managerial executives, supervisors within the meaning of the Public Employees Relation Act.

ARTICLE V

DISCRIMINATION

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

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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 days for each of the employees, as set forth in Exhibit B. The salary schedule as heretofore established for the former six-day work week shall continue as the basic salary schedule for the above-mentioned five day regular work week, and to which shall be added the salary increases provided herein.

Except for emergency situations, any substantial changes in work schedules to be placed in effect by the City shall be negotiated with the Union in advance of such scheduled changes.

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Schedule of Actual Duty for Average Hours per Week; Emergency Duty

The schedule of actual duty as set forth in Exhibit "B" shall be the sole responsibility of the Director; however nothing in this contract 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.

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Emergency Defined

"Emergency" as used in this contract 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.

PREMIUM PAY POLICIES

1. OVERTIME:

Overtime work shall be distributed equally to employees working within the same job classification. 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. Overtime pay at the rate of time and one-half shall be paid for any work in excess of the regular work week schedule as set forth in Exhibit "B". Premium time shall be construed as time and one-half for the sixth consecutive day worked in any regular work week and double time for the seventh consecutive day worked 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.

Those employees in the Department of Public Works and Department of Parks and Recreation who are entitled to be paid time and one-half at the old rate for Saturdays worked since January 1, 1971, to the effective date of this contract shall be entitled to the difference between the old rate paid them for said overtime and the new rate for overtime provided herein. This adjustment is limited to that period of time set forth above.

Eligible employees shall receive one day's pay for each holiday listed above on which they perform no work; employees who are required to work on a holiday shall receive one additional day's pay at the regular rate fixed for his classification.

1. OVERTIME - Continued -

The factor to be used in computing overtime rates shall be 2080 hours. Straight time rates shall be computed on the basis of work day and week contained in Schedule "B."

2. CALL OUT

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. Where such duty extends beyond four hours, the employee will be paid for the time actually worked calculated at the rate of time and one half.

On each occasion of overtime or call out, the opportunity to work overtime shall be offered to the employee within the job classification required by the City 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. A record of overtime hours worked by each employee shall be made available to Union representatives at reasonable times. Scheduled overtime worked shall be voluntary and no employee shall be discriminated against because he has declined to work overtime. When no employee in the unit is available, then the Director can call in another employee from another unit or division.

3. STAND BY PAY:

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 ten dollars (\$10.00) for each Saturday and ten dollars (\$10.00 for each Sunday on which they stand by.

4. FARLY REPORTING:

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 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 will be granted. When he begins his regular work day he will receive straight time fixed for his classification.

5. HOLDOVER:

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 for each hour thereafter up to and including the fourteenth (14) consecutive working hour. Beginning with the fifteenth (15) consecutive hour, he shall be paid double the regular rate of pay in accordance with the formula herein set forth.

6. DEFINITIONS - FORMULAS

If his present hourly rate were \$2.40, his daily pay would be \$19.20.

The reduction in the work year from 2496 hours to 2080 hours adjusts the hourly rate by 48 cents. The new hourly rate would be \$2.88, or \$23.04 per day.

Adding to the annual rate the \$900.00 across the board increase produces a \$.43-1/4 per hour increase, or a daily rate of \$26.50.

Such employees would be paid four (4) hours representing time and one-half at the adjusted rate, or \$13.25 for each Saturday worked since January 1, 1971, forward to the date when this contract is signed.

7. PER DIEM EMPLOYEES:

Every reasonable effort will be made to convert hourly rated employees to an annual salary, within a reasonable period of time. Such conversion shall be made no later than January 1st, 1972.

DEFINITIONS - FORMULAS

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

Adjusted straight tim	e for working	\$26.50 per day
Additional day's pay		_26.50 per day
	Total	\$53.00 per day

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

Adjusted straight time fo	r working	\$26.50	ber	<u>ďay</u>
Additional one-half day's	pay	<u> 13.25</u>	r <u>so</u>	day
	Total	\$39.75		

Mathematical Example -

Saturday or 6th consecutive day worked ... Saturdays worked in Public Works and Parks from 1/1/71 to effective date of contract, employee is to be paid the difference between the old rate and the new rate:

- 1. A man worked on Saturday and was paid at the <u>old rate</u> \$19.20 per day
- 2: The <u>new rate</u> for work for the 6th consecutive date is to be time and one-half, using <u>straight time</u> (19.20) per day, as follows:

Old rate, per day \$19.20 per day
Add 20% increase due to reducing
work week from 6 days to 5 days 3.84
Add \$900. raise effective 1/1/71,
using divisor of 2080, is an increase
of \$.43-1/4 per hour or \$3.46 per day 3.46 per day
Is new (straight time) \$26.50 per day

ARTICAL YOUTH (continued)

If time and one-half for 6th consecutive day worked means:

Straight time and one-half time	21 1 50 <u>3</u>	
Total	\$35.75	\$39.75
Less straight time par	id	<u>- 26.50</u> \$13.25
The difference between and the new rate is	n the old rate	\$13.25
There are 19 Saturdays to 5/1/71	s from 1/1/71	<u> x 19</u>
Difference due employed 19 Saturdays worked to		\$251 . 75*

*\$251.75 for each employee

ARTICLY X

HOLIDAY CALETTER

The following shall be recognized as paid holidays:

1.	WeW	Year'	S	Day
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8. Columbus Day

2. Lincoln's Birthday

- 9. Combral Election (November)
- 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

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 Laws and Regulation mandate the continuance of services on such dates.

VACACIONS

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 mouth

1 to 5 years

12 working days

6 to 10 years

15 working days

ll to 15 years .

20 working days

AMOUNT OF SERVICE

VACATION DAYS

16 to 25 years

25 working days

26 years and over

30 working days

Vacations shall be based on continues service.

Any employee 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.

LIBRARY PERSONNEL

After 1 year's service

1 month

Librarians shall continue on their present vacation schedule until they reach 15 years of service, at which time they will fall under the schedule on Page 18.

ARTICLE XI

WORKING RULES AND PROVIDENCES

The City may establish reasonable a necessary rules of work and conduct for employees. Such reasonable and be equitably applied and enforced and 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 the Agreement.

The City agrees that should an employee be assigned to perform duties other than his normal job classification, he/sho shall be paid the higher rate of pay should that situation exist subject to Civil Rules and Regulations.

SPECIAL LEAVES OF ABSENCE: The City shall establish regulations which authorize the granting of special leaves of
absence with pay of 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 M.J.S.A. 11:24A-1 at 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 amployees because of leave granted pursuant to N.J.S.A. 11.24A-1 or 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 distbility because of the same injury or illness requiring such leave.

ARGICLE MIL

Clothing Allstmant

The City agrees to provide to employees in the Public Works Department and the Parks and Recreation Dapartment 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 Public Works Department, who require special clothing shall, at the discretion of the Director, be presented with the following items annually:

Sanitation Men (Garbage)

- 3 sets of uniforms
- 2 prs. of safety shoes
- l pr. of overshoes lifters only
- (1 Raincoat

- Raingear (1 pr. Rubber Pants
 - (1 Rubber Hat
 - l doz. gloves
 - l athletic supporter

Garage Laborers

3 sets of uniforms 2 pr. Lafety shoes Raingear supplied only when naedad.

Sweepers or Garage Attendants

2 sets of Uniforms 2 or. work shoes Raingear supplied when needed

Sewage Employess

3 sets of uniforms and laundry 2 pr. of safety shows

Water Maintenince

- 3 sats of uniforms
- 2 pair of safety shoes
- l Raincoat
- 1 pr. Rubber Boots (Doots L.) for general use, not usery to to any particular amployes,

Safety Goggles

Where necessary

DEPARTMENT OF PARKS AND UDGREATION

Parks and Recreation Employees

Raincoat - Forestry only - when necessary
Rain Hat - ' " " " " "

Goggles - " " " " "

Helmet - " " " "

Department Directors bhall 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 partering of these articles shall be reasonable cause for disciplinary action.

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Funeral Leave: A death in an employed'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. Emmediate family shall be defined as follows: Mother, father, son, daughter, sister, brother, husband, wife, grandparents and grandchildren.

Military Deave: 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.

Employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

Paid Leave of F ence - Attendance at Union Conversions.

A maximum of six employees, to be selected by the Union, Shall be entitled to time off with pay for attendance at Union conventions. The amount of time off for all employees shall not exceed a total of eighteen (16) working days per year.

<u>Der mil Joaco</u>

All employees in the neglecting 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 fourteen (14) 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 cruits year.

So that the granting of such personal leave shall not adversely affect the working efficiency of employed a department, the Director, in his discretion, shall determine the number of personal leaves to be granted by him for any particular day; however, the Director shall decide the number of employees in a particular work unit who may be granted personal leave on any given work day, that such requests wouldn't be arbitrarily denied.

ARTHOUT LY

<u>Disciplin</u>

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

Disciplinary action shall include the following:

Oral or welltuch reprimend

Sugpension

Demotion

Removal

All disciplinary actions instituted by the City shall in all cases, except oral or written reprimand, achieve to the laws, rules and regulations promulgated by the New Jersey Department of Civil Service.

It is agreed by the City and the Union that in all disciplinary procedures the City is the agguieved party, and as a consequence the disciplined amployee may not seek reliable through the grievance machinery contained in this agreement.

However, all employees in the negotiating unit shall be presented with a specification of charges; afforded the opportunity for a hearing conducted by the respective department head or his agent; granted the right of discovery; the opportunity to

ARTHOLE 127

<u>Discipline</u> (Continued)

present witnesses and such evidence at he considers appropriate; the choice of representation, and the right to appeal an adverse decision to the Civil Service Department or submit his case to binding arbitration. In the event the Union demands binding arbitration, then the costs of such intervention shall be shared equally by the City and the Union. In the event an employed in the negotiating unit elects to be represented by a non union member or representative, the union shall be invited to utterm all proceedings.

The City and its agents reserves the right to summarily suspend from duty an employee who is patently quilty of a flagrant violation of working regulations, city ordinances or state laws.

Discharge

Without just cause. Except where violence and/or the haulth and safety of other employees or the public may be involved, the discharge an employee. During such five days, the two sides shall meet to try and resolve the case.

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Grievance and Aphilips for type for t

Any grievance or disjusts which may arise botycen the parties, including the application, meaning or interpresention of this Agreement, shall be suruled in the following manner.

- A. It shall be discussed with the employed involved and the Union Representations with the immediate. supervisor designated by the Cary. The answer shall be mide within three (3) days by such immediate supervisor, to the Union.
- Step A, the same shall be reduced to writing by the Union and submitted to the division head, or any person designated by him, and the answer to such grievance shall be made in the authorization.

 With a copy to the Union within five (5) days of its submitted.

 O. If the grievance is not settled by Jours A and D,
- then the Union shall have the right to submit such grievance to the Director of the department. A written answer to said grievance shall be served upon the individual and the Orievance Committee within seven (7) calendar days after submission.
 - D. If the grievance is not settled through Sueps and C, then the aggrieved shall have the right to make the

ARGUCTE 1."T

Gulevance and Arbitration Procedures (Continued)

explusive and absolute choice of pursuing all legal remedies afforded by provisions of the Civil Service Act or to submit such grievance to an arbitrator appointed by PERC. The ambitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The correct of arbitration shall be borne by the City and the Union equally.

E. The Union President, or his authorized report sentative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

Since adequate grievance procedures are provided in this Agreement, the Union agreed that it will not engage in, encourage, sanction or suggest strikes, slowdowns, made representations or mass absentedism, or other similar accion which would involve suspension of work that may discurb or intending with the orderly operation of the City Departments or affice services to the public.

Nothing herein shall prevent any employee from pro-

ARRICLE XVI

Orievance and Arbitration Procedure (Continued)

In any grievance or dispute involving the construction of Statutes, either party may proceed and our sourts for a judicial determination of such statutory construction and shall not submit the same to arbitration.

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COMPANY THE COMPANY

should any portion of which ignormant be him which and unenforeable by any court of company to jurishiption, and decision of the Court shall apply only the court shall apply only the possific provious of the Agreement affected by such decision who mayou who provide agree immediately to negotiate a subscript for the invulinary, possion whereof.

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

amend working rules, regulations and procedures which now which now and subject to negotiations.

or may be required in the future, To is agreed by both particulations that the governing body (the City) reserves the right to summit and control all of its facilities and to observe and obey all references, statutes enacted by the legislature, and decision rendered by the Courts of the State of New Jersey.

To is further agreed that the City shall freely that the cise its right to hire, promote, transfer, discipline, or the charge employees conditioned only by the contents of this agreement and applicable legislation.

ARTICLE MYSII

LONGEVITY

It is the intention of this article to provide longovity 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 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 (10) anniversary \$600.00; beginning of the twenty-first (21) 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.

No employee shall be entitled to receive more than two (2) longevity increments during his employment career what 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 that would have received had they been eligible under this longevity program. If any employee has not received any longevity increments after completing 20 years of service, such employee shall be entitled to an \$800.00 increment.

ARTICLE XIX

Union Representatives

The Employer 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 KX

Terms of Adrounant

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

Across the board salary increases shall be in the administrative of \$900.00, effective January 1, 1971, and \$900.00 effective January 1, 1972.

All provisions of this contract except across the bound increases and those provisions of Article VIII which perturn to Parks and Recreation and Public Works Employees who were worked bound (3) consecutive days, shall become effective and bound force immediately after Council approval and it shall terminate at Midnight, December 31st, 1972.

Robert E. Lee Dennis P. Colling Producting City Clerk Municipal Council

AMERICAN FEDERATION OF SULM DOUBLE.
RUtest: and MUNICIPAL EMPLOYEES
LOCAL 1959 - AFL-CIO

Rita Furniss, Secretary-Treasurer Robert C. Murphy, Presses

Approved as to form:

Frank J. Ziopro, Directal Department of Law

EXHIBIT B - Page 1 of 2

DEPARTMENT OF PUBLIC WORKS - WORK SOTTOWIE

Working hours for all Public Works Employees.

PLL CLERICAL EMPLOYEES

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

. WATER/SEWAGE MAINTINGNOL EXPLOYEES

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

SEWAGE PLANT OPERATORS

8 Hour Shifts - 5 day week

PUBLIC WORKS GARAGE

Sanitation Men - Garbage 6:00 A.M. to 2:00 P.M. - *5 day week

Labor Pool Employees - Garage employees 8:00 A.M. to 4:00 P.M. - W5 day week

*WORK WEEK SCHEDULE TO BE WORKED OUT BY I'VE TO

MONDAY THROUGH DUNDER

Lunch hours to be agreed upon between employees and Director.

Vacation time - 2 week maximum during July, Rug 1.3 and September, except at the discretion of the 11111 of.

Watchman - 8 hour shifts - 5 days per week

EXELUTE - Page 2 of 2

THOSE RECREMEND OF PARKS AND RECREMEND

Working hours for all Parks employeds.

- a. All Clerical Employees 9:00 A.M. 4, 4:00 P.M. - Monday through Duides
- All other Parks employees
 8:00 A.M. to 4:00 P.M. 5 days per week Monday through Saturday, as scheduled by the Director.
- c. All Watchmen Parks and Library 8 Hours straight time - Monday through Stading
- <u>VACUTIONS</u> Not to exceed a maximum of two (1) weeks during the months of June, July and August, except at the discretion of the Director.

Cayonno Chapters).

Dec. A: May 27, 1971