

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF HOBOKEN**  
**(Part-time Workers)**  
**AND**  
**LOCAL 108 RWDSU, UFCW**  
**January 1, 2011 through December 31, 2013**

## **PREAMBLE**

This Agreement effective this 24 day of August, 2011 entered into and between the City of Hoboken, New Jersey, in the county of Hudson, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City") and Local 109, RWDSU, UFCW (hereinafter referred to as the "Union") represents the complete and final understanding of all bargainable between the City and the Union and is designated to maintain and promote a harmonious relationship between the City and each of its employees who are covered by *Article 1, Recognition*, in order that a more efficient and progressive public service may be rendered.

## **ARTICLE 1**

### **RECOGNITION**

In accordance with the election conducted by the New Jersey Public Employee Relations Commission, the City recognizes the Union as the exclusive collective negotiations agent for all part-time workers employed by the City of Hoboken, New Jersey.

## **ARTICLE II**

### **DUES DEDUCTIONS**

Section 1.A. The City agrees to deduct from the salaries of its employees, subject to this Agreement dues for the Union. Such deductions shall be made in accordance with Chapter 310, public laws of 1967, (N.J.S.A. 53:14-15, 9C), as amended. Such monies together with records of any collections shall be transmitted to the Union office by the thirtieth (30<sup>th</sup>) of each month following the monthly pay period in which the deductions were made.

Section 1.B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change, and shall furnish to the City either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of the changed deduction.

Section 1.C. The Union will provide the necessary "Check-Off Authorization" forms and the Union will secure the signature of its members on the forms and deliver the signed forms to the Director of Finance of the City.

Section 2.A. All employees in the Bargaining Unit who are not members of the Union shall be required to pay a representation fee in lieu of dues for services rendered by the Union.

Section 2.B The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, with a maximum limit of eighty-five percent (85%) of the regular membership dues, fees and assessments.

Section 2.C. The Union shall be entitled to the representation fee only if membership in the Union is available to all employees of the Bargaining Unit upon equal basis, and provided further, that nothing contained herein shall be deemed to require any employee to become a member of the Union.

Section 2.D. Payment of the representation fee shall be made to the Union during the term of the Collective Bargaining Agreement affecting such non-member employees and during the period, if any, between successor agreements, providing the employer shall deduct the representation fee from the wages or salaries of the non-member employee.

Section 2.E. The Union shall provide to the employer a list of membership dues, fees and assessments charged to its members and the cost of any benefits financed there from, which benefit members only; any change of this list must be reported to the employer within fifteen (15) days of such change.

Section 2 F. Dues will deducted automatically from an employee's paycheck on a bi-weekly basis and forwarded to the union via check from the Finance Department on or about the first day of each month.

### **ARTICLE III**

#### **FAIR SHARE ASSESSMENT**

Section 3.A. Any new hire in this Unit who does make application for membership to the Union within thirty (30) days from the date of employment shall have deducted from his/her salary by the City eighty-five (85%) of the monthly Union dues. The City shall deduct the sum of eighty-five percent (85%) of the rate of Local 108 dues from each and every non-member of the Bargaining Unit represented by the Union.

All employees shall be entered into the New Jersey Public Employees Retirement System in accordance with New Jersey State Law.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term “grievance” as used herein is defined as any controversy rising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by the individual, the Union, or the City. The Union ~~business representative~~ Business Agent and Shop Steward shall have the right to participate in all steps of the “grievance procedure” noted below.

C. Steps of the Grievance Procedure

The following constitutes a sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

STEP ONE (Conference Meeting)

Prior to a formal grievance being submitted, the Union shall notify the Director/Supervisor and/or his/her designee that a complaint has been submitted. A “conference meeting” shall be held with the Director/Supervisor or his/her designee, with the Union in order to attempt to resolve the matter. Said meeting shall be scheduled by mutual agreement between Director/Supervisor or his/he designee and the Union.

STEP TWO

If no resolution is forthcoming as a result of the “conference meeting” the aggrieved employee or the Union shall institute a grievance under the provisions hereof within thirty (30) working days of the occurrence of the complaint. An earnest effort shall be made to settle the differences between the aggrieved employee or the Union and the immediate Director/Supervisor or his/her designee.

The Director/Supervisor or his/her designee shall render a decision within five (5) working days after his/her receipt of the grievance. Failure to render a decision in a timely manner shall be considered a denial and grievant shall move to the next step.

STEP THREE

A. In the event the grievance has not been resolved at Step Two, the matter may be submitted to the Business Administer within ten (10) working days following the receipt of the determination of the Director of the department.

The Business Administer is his/her designee who shall review the matter and make a determination within ten (10) working days from his/her receipt of the grievance. The Business Administrator may request a meeting with the union representative and grievant. Failure to render a decision in a timely manner shall be considered a denial and grievant shall move to the next step.

B.

#### STEP FOUR

A. In the event the grievance has not been resolved during the grievance procedure, the Union may within thirty (30) working days after Step Three answer request arbitration. The Arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission. Only the union may request arbitration on behalf of a member and not the member alone.

B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts involved in the grievance as presented to him/her. The Arbitrator shall have no authority to add on, modify, detract from or alter any provisions of the Agreement or any amendment or supplement thereto.

C. The cost for the Arbitrator shall be borne equally between the City and the Union. Any other expense incurred, shall be paid by the party incurring such costs.

D. The decision of the Arbitrator shall be final and binding on the parties.

#### ARTICLE V

Benefits:

All employees of the bargaining unit shall receive a cost of living increases as follows:

2011	-	2%
2012	-	2%
2013	-	2%

#### ARTICLE VI

##### **Sick Days**

Part-time permanent employees shall receive all benefits in accordance with the City of Hoboken Employee's Manual; 10 sick days.

##### **Vacation Days**

Part-time permanent employees shall receive all benefits in accordance with the City of Hoboken Employee's Manual; 10 vacation days.

## **Crossing Guard Time Off**

Crossing Guards shall receive three(3) Personal Time Off(PTO) days paid off annually. This may be utilized for purposes of sick time, vacation time or other discretionary time off.

## **Uniform Allowance**

Crossing Guards will receive a uniform allowance of \$750. annually, with half being paid on September 1 and the second allotment on December 15, of each contract year. Uniform requirements shall be prescribed by the Police Chief.

Environmental Service employees shall receive \$250.00 annually for uniform purposes. Plus initial issue as follows:

2 Pants            1 Pair steel tipped shoes

2 shirt            1 Rain Jacket

1 Coat(Winter) 1 Hat

Gloves as needed

The winter coat shall be returned upon leaving service with the City. All other items will be retained by the employee. Employees will be required to wear their uniform at all times during the service with the City. Uniforms may not be worn when employees are not on duty.

## **ARTICLE VII**

### **NON-DISCRIMINATION CLAUSE**

There shall be no discrimination by the City of the Union against an employee on account of race, color, creed, sex, national origin or age. There should be no discrimination, interference, restraint or coercion by the City of any of its representatives against any of the employees covered under this Agreement because of their membership in the Union or because of any lawful activities by such employee on behalf of the Union.

## **ARTICLE VIII**

### **SEVERABILITY AND SAVINGS CLAUSE**

If any provision of this Agreement is held to be invalid by operation of law or by a court or by a tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE X**

**LEAVE OF ABSENCE**

Funeral Leave

Funeral leave will be in accordance with the City of Hoboken Employee Personnel Manual.

**ARTICLE XI**

**SENIORITY**

All seniority and layoffs shall be done in accordance with New Jersey Civil Service Commission Rules and Regulation.

**POSTING OF JOBS**

The City agrees to establish a bulletin board for exclusive use by the RWDSU at the Environmental Service Garage and agrees to post all City job openings.

**ARTICLE XII**

**DURATION**

Section 1. This Agreement shall be in full force and effect as of January 1, 2011 and shall remain in effect up to and including December 31, 2013.

Section 2. The terms of this Agreement shall continue in effect during the negotiations for any successor agreement between the parties.

Section 3. The parties agree to abide by the rules of the Public Employment Relations Commission in terms of providing notice of a desire to negotiate a successor labor agreement.

IN WITNESS WHEREOF, the parties hereto affix their hands at Hoboken, New Jersey on this 6 day of October.

[Signature]  
CITY OF HOBOKEN

[Signature]  
LOCAL 108, RWDSU, UFCW  
Charles N. Hall, Jr. President

[Signature]  
Witness

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Witness

## Pay Schedule

	<b>2011 Hourly</b>	<b>2012 Hourly</b>	<b>2013 Hourly</b>
Grossing Guards			
1st Year	\$ 8.67	\$ 8.84	\$ 9.02
Top Pay	\$ 10.20	\$ 10.40	\$ 10.61
 Part-time		\$ -	\$ -
Laborer	\$ 10.20	\$ 10.40	\$ 10.61
 Omnibus			
Operator	\$ 10.20	\$ 10.40	\$ 10.61
Cashier	\$ 10.00	\$ 10.40	\$ 10.61
 Recreation Aid	<b>Range Hr</b> \$ 8.50	\$ 15.00	Paid Hourly
Court	<b>Range Yr</b>		
Attendant	\$17,500.00	\$25,000.00	Paid Hourly
Complaint			
Investigator	\$20,600.00	\$41,743.00	Paid Hourly