

Contract no. 1277 F

ORIG

AGREEMENT
BETWEEN
LOCAL 1412, L.I.U. OF N.A., AFL-CIO
AND
THE CITY OF JERSEY CITY

JANUARY 1, 1991 THROUGH JUNE 30, 1993

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This AGREEMENT made this day April 13, 1992 between the City of Jersey City, being the party of the first part, hereinafter designated as the "Employer", and Local 1412, L.I.U. of N.A., AFL-CIO, with its principal of business at 307 Milburn Avenue, Lyndhurst, New Jersey 07071, hereinafter referred to as the "Union" party of the second part.

WITNESSETH:

WHEREAS, the parties hereto collectively bargained to promote and improve industrial and economic relations between the Employer and the employees and to set forth herein the AGREEMENT covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into for the good and valuable considerations, the parties hereto agree to the following:

ARTICLE I RECOGNITION

A. The Employer recognized and acknowledges that the Union is the exclusive representative for all employees holding the title of Security Officer or Security Guard excluding those above the rank of Lieutenant and Supervisor.

B. Excluded from this unit shall be employees statutorily excluded by the New Jersey Employer-Employee Relations Act.

ARTICLE II MAINTENANCE OF STANDARDS

A. All conditions of employment contained in this AGREEMENT relating to wages, hours of employment and general working conditions presently in effect for employees included in this bargaining unit shall be maintained and not less than the standards now in effect, and the conditions of employment shall be modified wherever specific provisions for modifications are made in this AGREEMENT.

B. Proposed new rules or modification of existing rules governing working conditions are stated above, shall be negotiated with the Union before they are established.

ARTICLE III NON-DISCRIMINATION

A. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or his/her refraining from activity on behalf of the Union.

ARTICLE IV - LEAVE-OF-ABSENCE

LEAVE-OF-ABSENCE

A. The City in it's sole and exclusive discretion may grant the privilege of a Leave-of-Absence for good cause to a permanent employee for a period not to exceed six (6) months at any one time, provided that the employee has been employed by the City on a continuous basis for at least two (2) years. An employee who desires a Leave-of-Absence must submit a written request to his/her supervisor at least one (1) month prior to the beginning of the requested leave.

B. Such leaves-of-Absence may be renewed for good cause for an additional period not to exceed six (6) months upon the employee's written request, only by formal recommendation of the division head and the appointing authority, in the sole and exclusive discretion of the City.

C. Refer to the New Jersey Family Leave Act for additional information regarding employees' Rights to request a Leave-of-Absence.

ARTICLE V - MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior to the signing of this AGREEMENT by the Laws and Constitution of the State of New Jersey and the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be limited by the terms of this AGREEMENT, and then to the extent of such terms that are in conformity with the Constitution and Laws of New Jersey and of the United States, and the rules and regulations of the New Jersey Department of Personnel (formerly known as Civil Service Department of New Jersey).

C. The City shall have the exclusive right to install and introduce any new or improved production methods, working conditions or facilities to maintain efficient operations. The City retains its inherent right to direct and control its working force personnel, to determine the number of employees required and to designate the types of positions it deems necessary to function properly.

Prior to the implementation thereof, the City shall discuss the proposed changes with the Union.

D. Except in the most aggravated situations, the City agrees not to suspend any employee on the spot, and under usual circumstances, agrees to give the Union one (1) days notice prior to the suspension of any employee.

ARTICLE VI - BEREAVEMENT LEAVE

BEREAVEMENT LEAVE

A. In the event of death in the eligible employee's immediate family, s/he shall be entitled to time off with pay from the day of death, up to and including the day after the funeral, but in no event to exceed five (5) working days. If the day after the funeral occurs more than five (5) working days from the day of death, the employee shall be entitled to only five (5) working days of Bereavement Leave. If the day after the funeral occurs less than five (5) working days from the day of death, the employee is entitled to Bereavement Leave only up to and including the day after the funeral, even though the total Bereavement Leave is less than five (5) working days.

B. Immediate family, for this purpose is defined as follows: Husband, wife, mother, father, son, daughter, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law.

C. An eligible employee shall also be entitled to one (1) day off for attendance at the funeral of an aunt, uncle, niece, nephew of the employee, or of their spouse's family or any other relative residing in the employee's household, other than those relatives listed in the paragraph above.

D. Payment shall only be made for such of the five (5) days as falls upon a regularly scheduled working day.

E. Reasonable verification of the event shall be required.

ARTICLE VII - MILITARY LEAVE

Employees employed by the City of Jersey City shall be granted all applicable rights with regard to Military Leave under the State Statutes and Federal Laws governing same.

ARTICLE VIII - BULLETIN BOARD

The City shall permit the installation of Bulletin Boards at the expense of the Union, should the Union decide to use a Bulletin Board other than the one provided by the city. The Director of the Department shall determine the exact location and sizes of the boards to be installed.

ARTICLE XI - DUES CHECK-OFF REPRESENTATION FEE

A. The City agrees to deduct Union Dues from the salaries of the employees included in this bargaining unit upon receipt of signed Union Cards, the same to be deemed authorization to deduct dues, once a month and shall remit the dues deducted to the Treasurer of the Union monthly.

B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15th) day of each month following a pay period in which the deductions were made.

C. 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, a copy of the Resolution adopted by the Executive Board for the said increase in dues, prior to the effective date of any such change.

D. The Union will provide a copy of the membership card of its members and the same will be accepted as "Check-Off" Authorization, the said cards to be signed by each member. The said cards are to be delivered to the Payroll Supervisor. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

E. The City will provide the Union, prior to January 1, and July 1, of each year, a list of employees requesting the termination of dues check-off.

F. Representation Fee

1. Purpose of Fee

If any eligibility member of the bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for a membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee

a. Notification

Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation to be paid by non-members will be equal to 85% of that amount.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Union as a majority representatives, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union Membership Year immediately following the effective date of the change.

3. Deduction and Transmission of Fee

a. Notification

The City will notify the Union upon hiring each employee, and the City will deduct from the salaries of such employees, in accordance with Paragraph b below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the Union during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his/or employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics of the deduction of representation fees and the transmission of regular membership dues to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the association.

e. Changes

The Union will notify the City in writing of changes in the amount of the representation fee, and such changes will be reflected in the deductions made more than ten (10) days after the City received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this AGREEMENT becomes effective, the City will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees. The list shall be in addition to the requirements of Paragraph 3a above.

4. Indemnification

The Union in exchange for implementation of said Agency Shop hereby agrees to hold the City Harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

ARTICLE X - HOURS OF WORK AND OVERTIME

A. The work week shall be Monday through Sunday, inclusive and shall be comprised of eight (8) hour days.

B. All hours worked in excess of forty (40) hours in a work week shall be paid for at the rate of one and one-half (1-1/2) times the employees regular hourly rate.

C. The City agrees that if an employee reports to work or is permitted to come to work, and is fit to work, without having been previously notified that there will be no work, the employee shall receive four (4) hours pay or four (4) hours work at his/her regular hourly rate unless the lack of work is due to an Act of God.

D. Overtime shall be equally distributed amongst all employees by rotation according to seniority within a classification.

ARTICLE XI - HOLIDAYS

A. The following fourteen (14) days shall be recognized as paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day (November)
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

B. Whenever any of the Holidays listed above falls on a Saturday, the preceding Friday shall be observed as the Holiday.

C. Whenever any of the Holidays listed above falls on a Sunday, the succeeding Monday shall be observed as a the Holiday.

ARTICLE XII - SAFETY AND HEALTH

A. The City will maintain conditions on the job in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey.

B. Suitable facilities shall be provided by the City for the changing and hanging of the employee's clothing. The City further agrees to provide adequate washstands, toilets, heat, lighting and ventilation facilities in these areas.

C. Any equipment, foul weather gear, or uniforms supplied by the City shall be the sole responsibility of the employee. The original cost of such equipment, foul weather gear and uniforms shall be deducted from the salary of the employee if lost, stolen, or unreasonably damaged.

ARTICLE XIII - SENIORITY

A. Seniority is defined as an employee's total length of service with the City beginning with his/her date of hire.

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the alphabetical order of their surnames.

C. One (1) Seniority List shall be established for each work unit, and another Seniority List shall be established for the entire Bargaining Unit.

D. In case of lay-offs and demotions, the Bargaining Unit Seniority List shall be utilized as one factor along with ability to perform and job titles.

E. Vacation schedules shall be arranged in accordance with the Work Unit Seniority List.

ARTICLE XIV - CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provisions of this AGREEMENT may be changed, supplemented or altered provided both parties mutually agree.

ARTICLE XV - NO STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this AGREEMENT, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walk-out, or other action which interferes with the full and complete normal operations of the City of Jersey City).

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other action which interferes with the full and complete normal operation of the City of Jersey City.

C. Nothing contained in this AGREEMENT shall be construed to limit or restrict the City or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union.

ARTICLE XVI - NON-CONTRACTUAL GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this AGREEMENT and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employees from his/her own grievance, provided a Union Representative may be present as an observer at any hearing on the individual's grievance.

B. DEFINITION

The term "Grievance" as used herein means any controversy arising over the application of City Policies or Administrative Decisions to the terms and conditions of employment of employees covered by this AGREEMENT.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving non-contractual grievances between the parties covered by this AGREEMENT and shall be followed in its entirety unless any step is waived by mutual consent:

1. STEP ONE (1)

a. An aggrieved employee shall institute an action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Division Director. An earnest effort shall be made to settle the differences between the aggrieved employee and the Division Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Division Director shall render a decision in writing within five (5) days after the receipt of the grievance.

2. STEP TWO (2)

a. In the event the grievance is not settled through Step One, it shall be filed by the grievant with the Department Director or his/her designed within five (5) days following the determination by the Division Director. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

b. In the event either party requests same a conference shall be held regarding the grievance between the grievant and his/her representative and the Department Director or his/her designed.

c. The Department Director or his/her designed shall render a decision in writing five (5) days from the date of receipt of the grievance or the date of the conference, whichever is later.

3. STEP THREE (3)

a. In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Department Director or his/her designed, the grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.

b. In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his/her designee and the Grievant and his/her representative. A written answer to said grievant shall be submitted within ten (10) days from receipt of the grievance or the holding of a conference by the Business Administrator, whichever is later. The decision of the Business Administrator shall be final as to this procedure, and shall not be subject to arbitration. The Union reserves whatever other rights of appeal it may have.

ARTICLE XVI - CONTRACTUAL GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this AGREEMENT, and to resolve the Grievance as soon as possible, so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall prevent any employee from processing his/her own Grievance, provided the Grievance Committee may be present as an observer at any hearing on the individual's grievance.

B. DEFINITION

_____The term "Grievance" as used herein means any controversy arising over the interpretation or adherence to the specific and express written terms of this AGREEMENT.

C. STEPS OF THE GRIEVANCE PROCEDURE

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

1. STEP ONE (1)

a. An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Division Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Division Director for the purpose of resolving the matter. Failure by the grievant to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Division Director shall render a decision in writing within five (5) days after the receipt of the Grievance.

2. STEP TWO (2)

a. In the event the Grievance is not settled through Step one, it shall be filed by the Grievant with the Department Director or his/her designee within five (5) days following the determination by the Division Director. Failure by the Grievant to act within the five (5) days shall be deemed to constitute and abandonment of the grievance.

b. In the event either party requests the same, a conference shall be held regarding the Grievance between the Grievant and his/her representatives and the Department Director or his/her designee.

c. The Department Director or his/her designee shall render a decision in writing within five (5) days from the date of the Grievance or the date of the conference, whichever is later.

3. STEP THREE (3)

a. In the event the Grievance has not been resolved through Step Two, then within five (5) days following the determination of the Department Director or his/her designee, the Grievant shall submit the grievance to the Business Administrator of the City of Jersey City. Failure by the Grievant to act within the specified five (5) days shall be deemed to constitute and abandonment of the Grievance.

b. In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his/her designee and the Grievant and his/her representative. A written answer to said Grievant shall be submitted within ten (10) days from the receipt of the Grievance or the holding of the conference by the Business Administrator, which ever is later.

4. STEP FOUR (4)

a. If the Grievance is not settled through Steps One, Two, and Step Three, either party may refer the matter over to the Public Employment Commission within ten (10) days after the determination by the Business Administrator. An arbitrator shall be selected pursuant to the rules of the P.E.R.C. Failure to file the request for arbitration with P.E.R.C. within the ten (10) day period shall constitute abandonment of the Grievance.

b. However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Business Administrator. In the event the aggrieved elects to pursue his/her NJ Department of Personnel's remedies (formerly known as Civil Service), the arbitration hearing shall be canceled and the matter withdrawn from arbitration, and the Union shall pay all costs incurred by the City in processing the matter to arbitration.

c. The costs for the services of the arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be final and binding on all parties.

D. MISCELLANEOUS PROVISION

1. The Union President, or his/her authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every Grievance, whether or not the Grievant was a member or non-member of the Union.

ARTICLE XVII - VACATIONS

A. Up to one (1) year of service, one (1) working day for each month.

2 - 10 years of continuous service	-	12 working days
11 - 15 years of continuous service	-	15 working days
16 - 20 years of continuous service	-	20 working days
25 years and over	-	25 working days

B. Vacation time not granted employees shall accumulate for the next proceeding year only.

C. Upon request at the end of each calendar year, the City shall notify the employee of the number of vacation days, the employee has due.

ARTICLE XVIII - SICK LEAVE

A. All employees shall be entitled to Sick Leave with pay based on their accumulated years of service.

1. Sick Leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious diseases.

B. AMOUNT OF SICK LEAVE

1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment, and fifteen (15) working days in each calendar year thereafter.

2. Any amount of Sick Leave not used in any calendar year shall accumulate to the employee's credit from year to year; to be used if and when needed for such purposes as set forth above.

3. The City at the end of each calendar year shall notify the employee of the number of Sick Days the employee has remaining after deducting Sick Days used and determining the accumulation of same.

4. All temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment, not to exceed ten (10) working days for each calendar year thereafter.

5. Paragraphs 2, and Paragraph 3 of the Section "B" shall apply to permanent and temporary employees.

C. REPORTING OF ABSENCE ON SICK-LEAVE

1. An employee who has been absent on Sick Leave for five (5) or more consecutive days shall be required to submit medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on Sick Leave, notwithstanding the above provision, where abuse is suspected. Abuse of Sick Leave may be cause for Disciplinary Action under the guidelines herein set forth. The City shall have the right to dispatch a physician from the Division of Medical Services to examine any employee on Sick Leave.

3. Absence due to exposure to contagious disease shall be accepted only if the Division of Health has declared the employee exposed, and proof of same shall be obtained by the City from the Division of Health.

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

ARTICLE XIX - PERSONAL DAYS

A. Each employee in the bargaining unit shall be entitled to three (3) Personal Business Days per annum which shall be utilized in accordance with current practice which requires that the days shall not accumulate from year to year.

B. Employees hired after April 13, 1992 shall be entitled to two (2) Personal Business Days per year, which shall be utilized in accordance with current practice, which requires that the these days shall not accumulate from year to year.

C. Employees must complete one (1) year of service with the City to be entitled to accumulate or utilize a Personal Business Day.

ARTICLE XX - INSURANCE, HEALTH, AND WELFARE

A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, and increase the benefits of same as hereinafter set forth. For all benefits in this Article, the eligibility date for all new employees shall be the same as per Blue Cross/Blue Shield which are in accordance with the State Health Benefits Plan.

B. The City shall provide life insurance in the amount of Ten Thousand (\$10,000.00) Dollars and accidental death, and dismemberment insurance in the amount of Ten Thousand (\$10,000.00) Dollars for each employee to the age of sixty-five (65). Thereafter, the amount shall be reduced to Five Thousand (\$5,000.00) Dollars.

C. HOSPITALIZATION

Employees shall receive fully paid Blue Cross/Blue Shield, with Rider "J" and Major Medical to cover themselves and their dependents.

D. The City shall supply to all employees, all necessary legal advise and counsel in the defence of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against said employees from such claims.

E. The City will provide an employee prescription plan. The maximum any employee will have to pay is Five (\$5.00) Dollars per prescription.

No coverage will be provided at the City's expense for the dependents of the employees hired after April 13, 1992.

F. The City will provide an employee optical plan with a maximum reimbursement of Seventy-five (\$75.00) Dollars. No coverage will be provided at the City's expense for the dependents of the employees hired after April 13, 1992.

G. The City will provide the current dental program for employees. No coverage will be provided at the City's expense for the dependents of the employee hired after April 13, 1992.

H. The City shall have the right to change insurance companies, so long as substantially similar benefits are provided.

ARTICLE XXI - WAGES

A. Wage rates for all employees within the bargaining unit shall be increased in accordance with the following schedule:

June 15, 1991	\$660.00	First Pay Period
January 1, 1992	\$880.00	First Pay Period
January 1, 1993	\$660.00	First Pay Period

B. Any employee who surpasses the maximum as a result of the increases, shall have the labor grade increased to encompass the raise.

C. If the employee is on extended leave, his/her pay check may be mailed upon written authorization from the employee.

D. Any error in an employee's pay check of one days pay or more shall be corrected by a supplemental check within eight (8) days.

ARTICLE XXII - FULLY BARGAINED PROVISIONS

A. This AGREEMENT represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXIII - SAVINGS CLAUSE

A. If any provision of this AGREEMENT is found to be invalid by Legislation, by a Court or Administrative Agency of competent authority, it shall be deleted from the contract and the remainder of the contract shall remain intact. If the above should occur, the parties shall meet immediately to negotiate a new provision in place of the invalid provision where monetary provisions are involved.

ARTICLE XXIV - UNION RIGHTS

A. Union representatives shall be allowed to visit the work site locations during working hours to confer with the representatives of the City and employees represented by the Union. Such visits shall not interfere with normal working operations.

B. The President of the Union or his/her authorized representative shall be entitled to devote reasonable time to enforcing and administering the provisions of the AGREEMENT.

ARTICLE XXV - MISCELLANEOUS

A. In the event an employee is suspended as a result of a disciplinary action, the Union shall be forthwith notified of said action.

B. Part-Time employees (those employees working twenty (20) hours or over) shall receive Hospitalization, Life Insurance, and a pro-rata share of monetary increases mandated by this AGREEMENT.

C. All part-time employees working less than twenty (20) hours shall receive a pro-rata share of time-off, including Vacation, Sick Leave, and Holiday Time, but shall receive no other benefits, except as specifically set forth in this AGREEMENT.

D. All personnel information as permitted by law will be available to members of the bargaining unit upon prior notice to the Personnel Department.

E. The City shall not be required to augment the funds provided under any Grant Program in order to fund salary increases provided under this AGREEMENT. Any increases provided to such employees shall be funded only to the extent possible with funds available through the Grant Program.

ARTICLE XXVI - LONGEVITY

A. All employees shall receive longevity payments in addition to their base salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	\$ 200.00
After ten (10) years of service	\$ 400.00
After fifteen (15) years of service	\$ 600.00
After twenty (20) years of service	\$ 800.00
After twenty-five (25) years of service	\$1,000.00
After thirty (30) years of service	\$1,200.00

ARTICLE XXVII - RETIREMENT AND TERMINAL LEAVE

A. Employees shall retain all pension rights under the ordinance of the City of Jersey City and the Laws of the State of New Jersey.

B. Members of the bargaining unit who retire shall receive a mandatory lump sum cash payment in lieu of time off for unused vacation time, unused sick time and unused personal time.

1. Beginning on the date of execution of this AGREEMENT, Sick Leave payment shall be calculated at eighty (80%) percent of all unused sick leave.

2. Effective immediately Sick Leave will be calculated at eighty (80%) percent of all unused Sick Leave, not to exceed a maximum of thirty (30) sick days for all employees hired after April 13, 1992.

3. In the event an employee suffers a bonafide long-term illness, and has attained ten (10) years of service in the employ of the City prior to incurring such illness, s/he may apply to the review committee to restore up to thirty (30) days of Sick Leave used. Such restoration is permitted only if the illness takes place within the two (2) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union, and one (1) representative of the City. IF the committee members cannot agree, an arbitrator will be selected pursuant to the Contractual Grievance Procedure set forth herein, and his/her decision shall be binding.

C. In the event an employee is eligible for retirement dies, prior to such retirement, terminal leave benefits as set forth above shall be paid to the estate of the employee.

D. In the event of death, all unused Sick Time for the year of death shall be pro-rated, inclusive through the month of death, and shall be paid to the estate for any employee not eligible for retirement.

E. All Vacation Time not granted an employee shall be paid to the estate in the event of his/her death to include Vacation Time for the year of his/her death.

ARTICLE XXVIII - TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including June 30, 1993 without any reopening date.

This AGREEMENT shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days, nor later than ninety (90) days prior to the expiration date of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand, and seals at the Jersey City, New Jersey, on this 28th day of July, 1992

LOCAL 1412, L.I.U. of N.A., AFL-CIO CITY OF JERSEY CITY, HUDSON COUNTY

BY: _____
[Signature]

WITNESS: _____
[Signature]

DATE: 7/28/92

FREDERICK J. TOMKINS,
BUSINESS ADMINISTRATOR

BY: _____
[Signature]

LOUIS IPPOLITO, DIRECTOR
LABOR RELATIONS

LI:mct

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 92-172
 Agenda No. 10.z.11



TITLE:

A RESOLUTION AUTHORIZING THE EXECUTION OF A TENTATIVE AGREEMENT BETWEEN THE CITY OF JERSEY-CITY AND LOCAL 1412 L.I.U. OF N.A. AFL-CIO

**COUNCIL
 MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

OFFERED AND

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and Local 1412 L.I.U. of N.A. AFL-CIO, subject to ratification by the Municipal Council of the City of Jersey City, and

WHEREAS, the said tentative agreement contains the terms set forth for a new agreement commencing January 1, 1991 and ending June 30, 1993, and

WHEREAS, the City of Jersey City has indicated its desire to meet with the representatives of Local 1412 L.I.U. of N.A. AFL-CIO on or about April, 1992 to complete the written provisions of the agreement in its entirety, and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached tentative agreement.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the tentative agreement attached hereto, entered into by, and between the City of Jersey City and Local 1412 L.I.U. of N.A. AFL-CIO is hereby approved, and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature] 4/8/92
 Asst. Corporation Counsel

Certification Required
 Not Required

9200273

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE				4/8/92							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SIGNORILE	✓			WADDLETON	ABSENT			FLOOD	✓		
O'DEA	✓			VAZQUEZ	✓						
RAKOWSKI	✓			WILEY	✓			ROMAN, PRES.	✓		

✓ Indicates Vote

N.V.—Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]
 President of Council

[Signature]
 City Clerk