

3-0013

09-06

A G R E E M E N T

between

CITY OF JERSEY CITY

and

LOCAL 2266, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

PREAMBLE

This agreement is entered into by the City of Jersey City, hereinafter referred to as the Employer, and Local 2266, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, by reason of the fact that said parties have as their purpose the promotion of harmonious relations between the Employer and the Union; the establishment of 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 described in Article 1 of this Agreement.

ARTICLE 1

RECOGNITION

1.1 The Employer 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 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 Commission.

ARTICLE 2

CHECK-OFF

2.1 The City agrees to deduct the monthly Union membership dues 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 by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th of the current month, after such deductions are made.

2.2 Any written designation to terminate authorization for checkoff must be received in writing by the City and the Union, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE 3

HOURS OF WORK AND OVERTIME

3.1 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.

3.2 The regular work week shall consist of not more than 40 hours, five consecutive days, Monday through Friday inclusive as pertains to certain members of the bargaining unit whose assignment on date of hiring is designated as such, or not more than 35 hours, five consecutive days, Monday through Friday inclusive as pertains to other members of the bargaining unit whose assignment on date of hiring is designated as such.

3.3 Except for emergency situations, work schedules shall not be changed unless the union is notified of such changes in writing, at least fourteen (14) days in advance.

ARTICLE 4

OVERTIME

4.1 Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

(a) All work performed in excess of eight (8) hours in one day, or seven (7) hours in one day as designated in Article 3.2 of this agreement.

(b) All work performed in excess of forty hours in any one week, or thirty-five hours in any one week as designated in Article 3.2 of this agreement.

(c) All work performed on Saturday, Sunday and Holidays

4.2 Double time shall be paid for snow removal beyond normal work day. In no event will employees be paid less than double time for hours worked consecutively in excess of four (4) hours over their regular daily work shift.

4.3 Overtime shall be restricted to those employees in the unit whose base pay is less than \$14,000 per annum. Such overtime shall be granted according to standard administrative guidelines set forth by the City.

ARTICLE 5

MEAL PERIODS

5.1 All full time employees shall be granted a lunch period of one hour during each working shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

ARTICLE 6

HOLIDAYS

6.1 The following twelve (12) days shall be recognized as paid holidays:

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

6.2 Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

6.3 Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.

6.4 Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.

6.5 The City may, at its option, grant such additional holidays as it deems to be in the public interest.

#### ARTICLE 7

##### SICK LEAVE

7.1 Permanent employees shall be entitled to the following sick leave:

<u>AMOUNT OF SERVICE</u>	<u>SICK DAYS</u>
Up to end of first calendar year	1 working day for each month
Each calendar year thereafter	15 working days

Sick days not taken by employees in any year shall accumulate from year to year.

7.2 All temporary employees shall be entitled to the following sick leave:

Up to end of first calendar year	1 working day for each month (not to exceed 10 work days)
Each calendar year thereafter	10 working days

7.3 Sick leave shall be pro-rated for part-time employees and for those employees who resign before the end of the calendar year. Those employees who retire at any time during the calendar year shall be entitled to a pro-rated amount of sick leave for that year.

7.4 For the year 1973, the City will conduct a study and consult with the Union to determine whether it will be feasible to pay the employee money for unused sick leave at retirement or prior to retirement on a percentage basis.

#### ARTICLE 8

##### FUNERAL LEAVE

8.1 A death in an employee's immediate family shall not be charged against his compensatory time. Time off shall be given from the day of death, not to exceed five days. Immediate family shall be defined as follows: Mother, father, son, daughter, sister, brother, husband, grandparents and grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law.

#### ARTICLE 9

##### Military Leave

9.1 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.

9.2 When any military compensation of any employee (covered by this agreement) is less than his salary, the additional amount is to be provided by the City, as per City resolution.

ARTICLE 10

LEAVE OF ABSENCE

10.1 A leave of absence without pay may be granted by the Director of the department with the approval of the Business Administrator to any permanent full time or part time employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

10.2 A maximum of three (3) employees, to be selected by the Union, shall be entitled to time off for attendance at <sup>N.A. AFSCME</sup> union conventions. The amount of time off for each employee shall not exceed a total of ten (10) working days in any one calendar year.

ARTICLE 11

OVERTIME

11.1 Any abuse of the granting of overtime shall be subject to the grievance procedure.

11.2 A record of overtime hours worked by each employee shall be accessible to union representatives at reasonable times.

11.3 Scheduled overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

ARTICLE 12

VACATIONS

12.1 All 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 to 5 years	17 working days for each calendar year
5 to 10 years	20 working days for each calendar year

10 to 15 years	25 working days for each calendar year
15 years and over	30 working days for each calendar year

The above to apply to both permanent full time and part time employees.

12.2 Vacation time not granted employees when requested by the employee shall accumulate, but must be granted and taken during the following year.

12.3 All permanent employees who are laid off or retire must use all accumulated vacation leave prior to the effective date of lay-off or retirement. ~~7-4~~ <sup>rule</sup> The effective date of lay-off or retirement shall not conflict with the amount of time the employee has accrued.

### ARTICLE 13

#### DISCIPLINE

13.1 Disciplinary action or measures shall include only the following:

- (a) Written reprimand (notice to be given in writing to the employee and the union)
- (b) Suspension (notice to be given in writing to the employee and the union)
- (c) Discharge (notice to be given in writing to the employee and the union)

13.2 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

13.3 If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### ARTICLE 14

#### DISCHARGE

14.1 The employer shall not discharge any employee

without just cause. Except where violence and/or the health and safety of other employees may be involved, the employer shall give the Union five (5) working days' notice of the intention to discharge an employee. During such five (5) days the two sides shall meet to try and resolve the case. If discharge takes place, the Union and the individual will be given a written reason for discharge and the grievance procedure may be invoked.

14.2 The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

## ARTICLE 15

### GRIEVANCE AND ARBITRATION PROCEDURE

15.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

A. It shall be discussed with the employee involved and the Union Representatives with the immediate supervisor designated by the City. The answer shall be made within three (3) days by such immediate supervisor, to the Union.

B. If the grievance is not settled through Step A, the same shall be reduced to writing by the Union and submitted to the Department Director, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of its submission.

C. If the grievance is not settled through Step "B", it shall be submitted in writing to the Union Grievance Committee and the City Business Administrator. A meeting will be arranged promptly and an answer to such grievance shall be made in writing by the Business Administrator to the Union Grievance Committee within five (5) days of its submission.



D. If the grievance is not settled through Steps A and B, then the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

E. If the grievance is not settled by Steps A and B, and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Union shall have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have the 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.

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

15.2 The union president or his designee shall be free to investigate and process grievances during working hours. He shall give his immediate superior reasonable notice upon leaving the job for such purpose and keep in touch at reasonable times as to his whereabouts.

15.3 Since adequate grievance procedures are provided in this agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdown, 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 departments.

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

## ARTICLE 16

### PENSIONS

16.1 Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinance.

## ARTICLE 17

### SENIORITY

17.1 Seniority is defined as an employee's total length of service with the employer, beginning with his date of hire.

17.2 If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first name preference, etc. For all employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

17.3 In all cases of job titles included in the bargaining unit, in line promotions, demotions, layoffs, recall, shift assignment, building assignment, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided employee has the ability to perform the work involved after a reasonable training period. A reasonable training period shall be determined by the Director of the Department, subject to the Grievance Procedure. It is understood that training periods may vary according to the complexity of the job and that applicants for higher paid positions shall have reasonable related job experience.

## ARTICLE 18

### UNION REPRESENTATIVES

18.1 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. The said grievance committee shall not exceed five (5) members at step (C) of the grievance procedure in Article 15.

ARTICLE 19

EMPLOYEE RIGHTS

19.1 Nothing herein shall alter or deprive any employee rights guaranteed to him by the Federal or State laws and all rights enumerated herein.

ARTICLE 20

MANAGEMENT RIGHTS

20.1 The City hereby retains the right to manage and control its facilities and in addition retains the right to hire, promote, transfer, discipline or discharge employee for just cause, subject to the grievance procedure.

ARTICLE 21

UNION RIGHTS ~~7.1~~ VOID *fall*

21.1 If any new programs are established by the City, funded by other sources, the City will continue to follow a policy of lay offs or terminations within the bargaining unit only for cause or economy. Any question on this article is subject to the grievance procedure.

ARTICLE 22

SAFETY AND HEALTH

22.1 Whenever practicable, the employer, at its expense, shall at all times maintain safe and healthful working conditions.

ARTICLE 23

EQUAL TREATMENT

23.1 The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

ARTICLE 24

BULLETIN BOARDS

24.1 Bulletin boards will be allowed by the employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The employer shall have the right to determine the location and size of the said bulletin board, but the entire cost shall be borne by the Union.

ARTICLE 25

TERMINAL LEAVE

25.1 Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of two (2) working days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed to the employee. In computing terminal leave, vacation allowance shall be prorated in the retirement year.

ARTICLE 26

INSURANCE

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

26.2 Life Insurance. The City will provide for Life Insurance in the amount of \$3,000 and Accidental Death and Dismemberment Insurance in the amount of \$6,000 for each employee, in recognition of supervisory responsibilities.

ARTICLE 27

CALL IN TIME

27.1 Any employee whose salary is less than \$14,000 per annum who is requested and returns to work during periods other than his regularly scheduled shift, <sup>2. A shall</sup> be paid time and one-half for such work and be guaranteed not less than four (4) hours' pay, regardless of the number of hours actually worked.

27.2 It is agreed that no employee will be required to be on a standby period.

ARTICLE 28

SALARIES

28.1 All employees in the bargaining unit shall be granted a salary increase as follows:

<u>1/1/72</u>	<u>5/1/72</u>	<u>1/1/73</u>
\$500	\$350	\$850

28.2 All employees are eligible for longevity as follows:

Five (5) years service	\$200.00
Ten (10) years service	\$400.00
Fifteen (15) years service	\$600.00
Twenty (20) years service	\$800.00

ARTICLE 29

GENERAL PROVISIONS

29.1 Should any portion of this Agreement be in violation of state law or is found to be unlawfull and unenforcible 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.

29.2 The representatives of the employer 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.

29.3 The benefits provided for in this agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits will also accrue to those employees hired after the date of signing this document.

## ARTICLE 30

### UNION SECURITY

30.1 Whenever an employee who falls within the bargaining unit fails to become a member of the Union, the employee shall pay the Local Union a monthly service fee equal to the monthly union membership dues for the various services provided him by the Local Union.

30.2 The Union agrees that it shall have the sole and exclusive responsibility for the collection of the service fees, and the payment of service fees shall not be condition of employment.

30.3 The Union agrees to indemnify and hold harmless the City from any cause of action, claims loss or damages incurred as a result of this clause.

30.4 Any employee who is a member of the union at the time this contract takes effect, must continue to be a member of the union for the life of this contract.

ARTICLE 31

DURATION OF AGREEMENT

31.1 This Agreement shall become effective immediately after council approval and shall terminate on December 31, 1973.

31.2 Upon mutual agreement of both parties, this contract may continue in effect after the expiration date as noted above until a new agreement is negotiated between both parties.

ARTICLE 32

CHANGES, SUPPLEMENTS OR ALTERATIONS

32.1 Any provision of this agreement may be changed, supplemented or altered, provided both parties mutually agree.

IN WITNESS WHEREOF, The parties hereto have  
caused these presents to be signed by their duly  
authorized officers this 31<sup>st</sup> day of  
May, 1972.

CITY OF JERSEY CITY

BY: [Signature]  
BUSINESS ADMINISTRATOR

BY: [Signature]  
PERSONNEL DIRECTOR

ATTEST:

[Signature]  
CITY CLERK

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL 2266.

APPROVED AS TO LEGAL FORM

[Signature]  
CORPORATION COUNSEL

BY: [Signature]  
PRESIDENT

BY: [Signature]  
VICE PRESIDENT