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A G R E E M E N T

Between

CITY OF BAYONNE

And

NY 20ME

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

*(Public Sanitation and Public
Works Employees)*

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Labor Relations

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APRUZZESE & McDERMOTT
A Professional Corporation
Independence Plaza
500 Morris Avenue
Springfield, New Jersey 07081
(201) 467-1776

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APRUZZESE & McDERMOTT
A PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

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P R E A M B L E

Agreement made and executed as of the _____ day of _____ and effective from January 1, 1980 until midnight December 31, 1982, except for those language changes agreed upon and incorporated into the Agreement, which shall be implemented as of the date of final approval, between the City of Bayonne, hereinafter referred to as the "City" and Local 2261, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

MANAGEMENT RIGHTS

The parties to this Agreement affirm their understanding that the City is a public corporate entity dedicated to the safety, health, welfare, convenience and service essential to the public good. It is the declared purpose of this Agreement to maintain the quality and efficiency of the City's facilities and services and to establish and promote harmonious relationship between the City and the Union; an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for all employees as hereinafter described and defined.

It is understood and agreed that the City possesses the sole and exclusive right to conduct the City's business, to manage and direct the affairs of the Departments covered in

this Agreement, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the City unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey Employer-Employee Relations Act. This right shall include, but shall not be limited to the right to:

- (A) Direct the employees;
- (B) Hire, promote, transfer and assign;
- (C) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

ARTICLE II

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective negotiating underlying the establishment of salaries, wages, hours and other conditions of employment for all of its permanent employees employed within the bargaining units and classifications therein as originally recorded in Docket Number RO-112 by the New Jersey Public Employment Relations Commission and modified by subsequent agreements, both past and future, including that agreement set forth in PERC's Docket Numbers RO-962 and CU-76-23 whereby supervisory employees were excluded from the bargaining unit herein.

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE III

CHECK-OFF

The City agrees to deduct the monthly dues for Union Membership from the pay of those permanent 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 sent to the Business Administrator or his designee, and the aggregate deductions of all employees shall be remitted together with an itemized statement listing the names of the employees to the Treasurer of the Union by the 15th of the current month, after such deductions are made.

Any written designation to terminate authorization for check-off must be received in writing by certified mail by the City and the Union by July 1st and 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 withdrawal is filed. When an employee is promoted to a title outside of the bargaining unit, his check-off authorization shall terminate as of the date of promotion.

ARTICLE IV

DISCRIMINATION

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

ARTICLE V

HOURS OF WORK

The regular hours of work each day shall be consecutive except for interruptions for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

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

The current schedule of working hours will continue until the signing of this Agreement. Thereafter an employee's starting and quitting times may be varied one (1) hour either way after five (5) days prior written notice by the Employer to the affected employee(s) and the Union.

Example: Assuming that an employee's current working hours are from 9:00 a.m. to 4:00 p.m., the starting time may be changed by the Employer to either 8:00 a.m. or 10:00 a.m. with the quitting time adjusted accordingly.

Schedule of Actual Duty for Average Hours per Week:

Emergency Duty. The schedule of actual duty as set forth in Schedule B shall be the sole responsibility of the Director; however nothing in this Agreement shall be construed to mean that in times of emergency as defined herein, the Director shall be prohibited from summoning to and keeping on duty as many employees as shall be necessary within the sole discretion of such Director to cope with such emergency.

Emergency Defined. "Emergency" as used in this Agreement shall include any condition over which the City of Bayonne has no control, including but not limited to fire and weather, if such condition endangers the safety of the public.

ARTICLE VI

PREMIUM PAY POLICIES

Overtime work including call out 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. Whenever more senior employees decline overtime, the less senior qualified employees will be required to perform the overtime work.

Overtime pay at the rate of time and one-half (1-1/2) shall be paid for any work in excess of the regular work week schedule as set forth in Schedule B. Premium time shall be construed as time and one-half (1-1/2) for the sixth consecutive day worked in any regular work week and double time (2x) for the seventh consecutive day in any regular work week in accordance with definitions contained herein.

Holiday pay shall be paid for all work performed on holidays as set forth in the holiday calendar contained in this Agreement.

Double time will also be paid for hours worked consecutively in excess of fourteen (14), in accordance with definitions contained herein.

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

When any employee is called out from home he shall be credited with a minimum of four (4) hours pay at the rate of time and one-half (1-1/2). Where such duty extends beyond four (4) hours, the employee will be paid for the time actually worked calculated at the rate of time and one-half (1-1/2).

The Director shall have the right to place on Standby employees in the Department of Public Works who will be required to remain at home Saturday and Sunday for the convenience of the City and shall receive ten dollars (\$10.00) for each Saturday and ten dollars (\$10.00) for each Sunday which they stand by. This shall be done on a rotating basis in accordance with seniority. Failure to report while on standby will result in the loss of the ten dollars (\$10.00) and willful failure to report will result in removal from the standby list.

Employees in the negotiating unit involved in the maintenance, repair, installation, and servicing of police and fire signal systems and water maintenance who are required to remain at home on Saturdays and Sundays for the convenience of the City shall receive ten dollars (\$10.00) for each

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

Employees in the centralized garage, sanitation division, participating in the snow and/or ice removal operation will be officially notified by telephone by the Director or his representative(s) and placed on a standby basis. They will remain at home on standby for one full eight (8) hour shift and receive ten dollars (\$10.00) per day if they are notified and then not required to come into work. Should an employee be required for additional standby, he will be paid ten dollars (\$10.00) for each additional eight (8) hour shift or portion thereof. When notified to report to work, the employee will report within one-half (1/2) hour. If called into work, the employee will receive pay as per the contract requirements in addition to the ten dollars (\$10.00). While involved in snow removal operations, the employee will receive a five dollar (\$5.00) payment for meals after four (4) hours of work. This five dollar (\$5.00) payment will only be paid once during the call-back period. Failure to report after accepting standby notification will result in forfeiture of the standby rate. After the available personnel in the centralized garage, sanitation division have been utilized, the Director in the exercise of his own discretion can call in other personnel or avail himself of any outside service.

When an employee has been called to work on a regularly scheduled work day and is required to begin work before his regular starting time, he shall be paid solely on the basis of time and one-half (1-1/2) for hours worked prior to the normal starting time. For all such work assigned, a minimum of one hour's pay at time and one-half (1-1/2) will be granted. When he begins his regular work day he will receive straight time fixed for his classification.

The above provisions contained in this Article are subject to the the Agreement dated August 3, 1973, which is attached hereto as Schedule A.

In the event that any employee is required to holdover after completion of his regularly scheduled work day, he shall be paid time and one-half (1-1/2) for each hour thereafter up to and including the fourteenth (14th) consecutive working hour. Beginning with the fifteenth (15th) consecutive hour, he shall be paid double (2x) the regular rate of pay in accordance with the formula herein set forth.

Definitions - Formulas

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

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

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

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

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 1, 1972.

ARTICLE VII

SENIORITY

Seniority as defined in this Agreement shall be used for purposes of providing preferential treatment for the most senior employee and the selection of vacations, shift assignments, building assignments, promotions, demotions, layoffs, recalls and any other substantial employee advantages which are not controlled or mandated by the provisions of Title 11, the New Jersey Civil Service Act, Sub-Title 3.

Seniority, therefor, is defined as an employee's total length of continuous service with the City beginning with his date of hire. It is agreed that any employee who voluntarily resigns or who is discharged for just cause shall suffer loss of seniority rights. Any employee who is granted a leave of absence without pay shall not have such leave credited to his seniority.

ARTICLE VIII

HOLIDAY CALENDAR

The following shall be recognized as paid holidays:

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

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

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

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

If employees who are scheduled for garbage duty on a holiday, including Christmas, are required to work such holiday, they shall be paid time and one-half (1-1/2) their regular hourly rate for all such hours worked in addition to their regular holiday pay.

ARTICLE IX

VACATIONS

All permanent employees shall be entitled to the following vacation:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
Up to end of first calendar year	1 working day for each month
1 through 5 years	12 working days
At the beginning of the 6th year	15 working days
At the beginning of the 11th year	20 working days
At the beginning of the 16th year	25 working days
At the beginning of the 26th year	30 working days

Vacations shall be based on continuous service.

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.

ARTICLE X

WORKING RULES AND PROVISIONS

The City may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced and not be inconsistent with the terms of this Agreement.

The City agrees to grant salary increments to all eligible employees in the absence of substantial reasons to the contrary, e.g., habitual absenteeism, extended leaves of absence without pay, prolonged non-service connected sick leaves, violations of policies, rules, regulations and criminal offenses. No increment, longevity or otherwise, shall be withheld unless for good cause and prior notice of no less than two weeks (fourteen days) has been given to the Union. The denial of an increment to any member of the negotiating unit may be appealed through the grievance procedure contained in this Agreement.

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

Special Leaves of Absence. The City shall establish regulations which authorize the granting of special leaves of absence with pay or part pay to employees disabled either through injury or illness as a result of, or arising from their respective employment. During such period of disability, employees may elect, if they so desire, to first utilize all or any part of the sick leave accumulated under Section 3 of the N.J.S.A. 11:24A-1 et seq. In the absence of such election, leaves of absence provided by this section shall not affect in any manner whatsoever the accumulated sick leave provided under Section 3 of N.J.S.A. 11:24A-4.

Any amount of salary or wages paid or payable to employees because of leave granted pursuant to N.J.S.A. 11:24A-1 et seq. shall be reduced by the amount of any Workmen's Compensation award under N.J.S.A. 34:15-1 et seq. made for temporary disability because of the same injury or illness requiring such leave.

ARTICLE XI

CLOTHING ALLOTMENT

The City agrees to provide to employees in the Public Works Department and the Parks and Recreation Department such clothing and apparel as needed and as may be required for the safe and effective performance of their duties.

Those employees, except watchmen and supervisory employees in the 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 pair safety shoes
2 pair overshoes - lifters only
1 raincoat
1 pair rubber pants
1 rubber hat
1 dozen gloves
1 athletic supporter

Garage Laborers

3 sets of uniforms
2 pair safety shoes
Raingear supplied only when needed

Sweepers, Garage Attendants,
Mechanics & Mechanic Helpers

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

Department of Parks and Recreation

Raincoat - Forestry only - when necessary
Rain Hat - " " " "
Goggles - " " " "
Helmet - " " " "

Sewerage Employees

3 sets of uniforms and laundry
2 pair safety shoes

Water Maintenance

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

Department of Public Safety
Traffic Maintenance

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

Safety Goggles

Where necessary

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

Replacement of these supplies will be made upon presentation of used articles. Willful destruction, sale or bartering of these articles shall be reasonable cause for disciplinary action.

An additional \$1,300.00 gross will be provided for uniforms for employees not presently receiving clothing allowance with a maximum of \$130.00 for any such employees, subject to the mutual agreement of the City Business Administrator and the Union as to the individuals involved.

ARTICLE XII

LEAVES OF ABSENCE

Funeral Leave: A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the day after the funeral, not to exceed five working days. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents, grandchildren, current mother-in-law and father-in-law. Employees of the Jewish faith will receive similar funeral leave.

Military Leave: Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

Unpaid Leave of Absence: A leave of absence without pay may be granted to any permanent employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

Paid Leave of Absence - Attendance at Union Conventions:
A maximum of six (6) employees, to be selected by the Union, shall be entitled to time off with pay for attendance at Union Conventions. Advance notice of all such requests for time off

will be given to the Business Administrator. The amount of time off for all employees shall not exceed a total of eighteen (18) working days per year.

ARTICLE XIII

PERSONAL LEAVE

All employees in the negotiating unit, as herein defined, shall be entitled to two (2) personal leave days after one (1) year of service. Such leave shall be for the personal use of the eligible employee, and shall not be charged against sick leave with pay nor vacation leave, nor substituted therefor. Personal leave days must be applied for no less than 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 credit year.

The granting of such personal leave shall not adversely affect the working efficiency of the employee's department. The Director, in his discretion, shall determine the number of personal leaves to be granted by him for any particular day. Such requests will not be arbitrarily denied.

ARTICLE XIV

DISCIPLINE

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

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Disciplinary action shall include the following:

Oral or written reprimand

Suspension

Demotion

Removal

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

It is agreed by the City and the Union that in all disciplinary procedures the City is the aggrieved party, and as a consequence the disciplined employee may not seek relief 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 present witnesses and such evidence as 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, but not both. 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 employee in the negotiating unit elects to be represented by a non-union member or representative, the Union shall be invited to attend all proceedings.

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

Discharge. The City shall not discharge or suspend any employee without just cause. Except where violence and/or the health and safety of other employees or the public may be involved, the City 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.

ARTICLE XV

GRIEVANCE AND ARBITRATION PROCEDURES

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be initiated within thirty (30) working days after its occurrence or its discovery in the following manner or such grievance shall be deemed abandoned with all loss of retroactivity.

Step 1. It shall be discussed at a time and place mutually agreed upon by both parties with the employee involved and a Union representative together with the supervisor designated by the City. If no answer is given within five (5) working days by the supervisor, the grievance shall be deemed to have been denied and the Union may proceed to Step 2.

Step 2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union, setting forth the facts supporting the grievance and submitted within five (5) working days after the answer in Step 1 to the Director or any person designated by him. The answer to such grievance shall be made in writing, with a copy to the Union, within five (5) working days of its submission.

Step 3. If the grievance is not settled by Steps 1 and 2, then the Union shall have the right to submit such grievance to the Business Administrator within seven (7) working days after the answer in Step 2. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) working days after submission.

If the grievance is not settled through Steps 1, 2 and 3, then the aggrieved shall have the right within ten (10) working days after the answer in Step 3, to make the exclusive and absolute choice of pursuing all legal remedies afforded by provisions of the Civil Service Act or to submit such grievance to an arbitrator either mutually agreed upon or selected from lists submitted by the New Jersey State Board of Mediation or PERC. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties. The cost of arbitration shall be borne by the City and the Union equally. The Business Administrator shall be given written notice of said

election of remedies by the Union on the same date it files a Civil Service Appeal or for arbitration.

If either party does not respond within the allotted time in each step of the grievance, failure to respond will mean acquiescence in the other party's position on said grievance.

The Union President, or his authorized representative, may request by telephone a meeting within forty-eight (48) hours to 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 agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, 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 or affect services to the public.

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.

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

ARTICLE XVI

GENERAL PROVISIONS

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

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

The City reserves the right to establish, revise, or amend working rules, regulations and procedures which now exist or may be required in the future, subject to negotiations. It is agreed by both parties that the governing body (the City) reserves the right to manage and control all of its facilities and to observe and obey all referenda, statutes enacted by the Legislature, and decisions rendered by the Courts of the State of New Jersey.

It is further agreed that the City shall freely exercise its right to hire, promote, transfer, discipline, or discharge

employees conditioned only by the contents of this Agreement and applicable legislation.

ARTICLE XVII

LONGEVITY

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

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

No employee shall be entitled to receive more than two (2) longevity increments during his employment career with the City. It is further agreed that employees now in the employ of the City who have already received longevity increments that are less than provided above under any previous longevity program are eligible to receive the difference between the amount received to date by them and the amount that they would have received had they been eligible under this longevity program. If any

employee has not received any longevity increments after completing twenty (20) years of service, such employee shall be entitled to an \$800.00 increment.

ARTICLE XVIII

UNION REPRESENTATIVES

The City shall recognize and deal with those Union Representatives and Grievance Committee Members designated by the Union through its internal processes in each department and division of employment.

ARTICLE XIX

TERMS OF AGREEMENT

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

Those permanent employees covered by this Agreement on the payroll as of January 1, 1979 through December 31, 1979, will receive a lump sum payment of \$500.00 payable in one lump sum. Those permanent employees having less than a full year's service during 1979 will receive a pro rata share of the \$500.00. This applies additionally to those employees who have terminated their employment with the City of Bayonne because of retirement, disability retirement, or death.

Employees who retired, retired on disability, or died during the calendar years 1977 and 1978 will be paid those increases provided for in the Agreement executed on February 13, 1979, as part of this settlement agreement.

Effective the first payroll period of fiscal 1980, the maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by 7%. There will be no change in the current present hiring rate (minimum of the present salary range). A new increment schedule will accordingly be instituted effective the first payroll period for fiscal 1980. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September. The salary range adjustment effective upon the adoption of this Agreement shall apply only to all permanent fulltime employees. All temporary, provisional and CETA employees will continue to be paid in accordance with the existing authorized ordinance, subject to reexamination by the Administration with a view toward possible modifications, effective subsequent to September 30, 1980.

Effective the first payroll period of fiscal 1981, the maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by 7%. There will be no change in the current present hiring rate (minimum of the present salary range). A new increment schedule will accordingly be instituted effective the first payroll period for fiscal 1981. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September. The salary range adjustment effective upon the adoption of this Agreement shall apply only to all permanent, fulltime employees. All

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temporary, provisional and CETA employees will continue to be paid in accordance with the existing authorized ordinance, subject to a reexamination by the Administration with a view toward possible modifications, effective subsequent to September 30, 1981.

Effective the first payroll period of fiscal 1982, the maximum rate on each of the job categories covered by the collective agreement between the parties will be increased by 7%. There will be no change in the current present hiring rate (minimum of the present salary range). A new increment schedule will accordingly be instituted effective the first payroll period for fiscal 1982. To be eligible for a salary increment in January, an employee must have been appointed prior to the first day of the preceding September. The salary range adjustment effective upon the adoption of this Agreement shall apply only to all permanent, fulltime employees. All temporary, provisional and CETA employees will continue to be paid in accordance with the existing authorized ordinance, subject to a reexamination by the Administration with a view toward possible modifications, effective subsequent to September 30, 1982.

The difference between the minimum salary and the maximum salary set forth shall be divided by five to determine the annual incremental advancement for each holder of such office or position.

This settlement is contingent on the favorable approval of a referendum scheduled for February 26, 1980, to increase the CAP limitation on the budget of the City of Bayonne.

This contingency likewise applies to increases granted during 1981 and 1982, which will also be contingent upon a referendum increasing the CAP limitations on the budget of the City of Bayonne for those particular years. However, at the City's option, if it otherwise has the ability to pay future increases in accordance with this agreement, said CAP referendum(s) may be waived. The parties hereby agree to use their best efforts in good faith to secure the successful passage of any such CAP referendum.

Furthermore, this Agreement is subject to approval by the City Council of Bayonne.

SCHEDULE A - SANITATION

1. One truck driver and garage mechanic to report on the 6 to 2 shift.
2. Three laborers to report on the 6 to 2 shift and to be paid the difference between Laborer and Heavy Laborer rate.
3. In the event that more men are needed, they will be paid two (2) hours overtime and time and one-half (1-1/2) for a total of three (3) hours in compensation for changing their shift at the Heavy Laborer rate.
4. When an employee is called at home and there is no answer, it will be assumed that he is not at home. Proof of call may be required.
5. The extra pay will make it more attractive for the employee to respond.
6. No one will be forced to change their shift.
7. Seniority shall prevail in all cases.

SCHEDULE B

DEPARTMENT OF PUBLIC WORKS - WORK SCHEDULE

Working hours for all Public Works Employees.

ALL CLERICAL EMPLOYEES

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

WATER/SEWAGE MAINTENANCE EMPLOYEES

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.

It is agreed that all garbage men will go out on Wednesday (on a five [5] day week schedule) and as part of general cleanup they will perform duties other than heavy laborer without reduction in their regular wage rates.

Labor Pool Employees - Garage Employees

8:00 a.m. to 4:00 p.m. - *5 day week.

*WORK WEEK SCHEDULE TO BE WORKED OUT BY DIRECTOR

MONDAY THROUGH SUNDAY.

Lunch hours to be agreed upon between employees and Director.

Vacation time - 2 week maximum during June, July, August and September, except at the discretion of the Director.

Watchmen

8 hour shifts - 5 days per week.

Additionally, the following job classifications will work the following schedules:

Hand Sweepers - 7 a.m. to 3 p.m.

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

DEPARTMENT OF PARKS AND RECREATION

Working hours for all Parks employees.

ALL CLERICAL EMPLOYEES

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

THE HOURS OF TELEPHONE OPERATORS

The hours of telephone operators in the Municipal Building may be staggered during the working day to provide coverage between the hours of 9:00 a.m. and 5:00 p.m.

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.

ALL WATCHMEN

8 hours straight time - Monday through Sunday.

Vacation time - not to exceed a maximum of two (2) weeks during the months of June, July and August, except at the discretion of the Director.

LAW OFFICES

APRUZZESE & McDERMOTT

A PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

600 MORRIS AVENUE

SPRINGFIELD, N.J. 07081

SCHEDULE C

The official payroll ending on Mondays and salary checks released on Fridays will be adjusted to hold back the salary checks not later than the Fridays after the payroll period ending on Monday, except if that Friday is a holiday, it will be paid on Thursday.

The payroll procedure will be the same for the Official Payroll Account #2, except that the payroll period ending will be on Tuesdays.

In order to make this adjustment for the holdback, a partial payment will be made to the employees ten days after their last pay. The following week, the employees will receive their regular biweekly pay less all the payroll deductions and the partial payment stated above. Thereafter, the employees will receive their biweekly pay not later than the Friday following the Monday in the manner previously mentioned.

The payroll procedure in calculating the biweekly pay week will be based upon dividing 26 pay periods into the annual salary to arrive at the base salary. In those years where there will be 27 pay periods, the annual salary will be divided by 27.

Example:

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

SCHEDULE C (CONTINUED)

Employees who do not perform their duties for the full payroll period will be docked one-tenth (1/10) of their biweekly pay, except if such employees are excused for sickness, vacation, official leave of absence, personal days, or other authorized absence by the Director of the Department.

New employees will be paid from date of hire to the end of the payroll period based upon the number of days times the daily rate of one-tenth (1/10) of the biweekly rate.

A similar procedure will follow for employees leaving the employ of the City for any reason. These employees will be paid from the date of the last payroll period to the date the employee last worked.

Overtime pay will be calculated in the following manner:

Positions requiring employees to work 40 hours per week, the hourly rate will be based upon dividing 2080 hours into the annual salary times one and one-half.

Example: Annual salary \$9000 divided by 2080 hours =
 $4.33 \times 1\text{-}1/2 = \6.50

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

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

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this 21st day of March, 1980.

Attest:

James R. Annally
Business Administrator

CITY OF BAYONNE

By: John P. Foye
Council President

Attest:

Kevin Leahy

LOCAL 2261, AFSCME

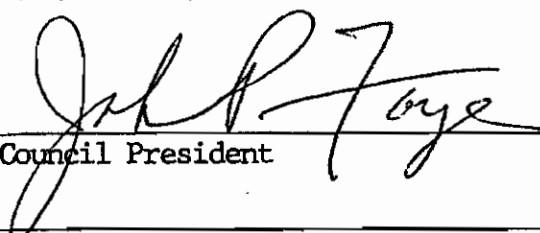
By: Michael J. Pora

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AGREEMENT OF UNDERSTANDING

NOTWITHSTANDING the provisions of Article VI of the collective bargaining agreement between the City of Bayonne and Local 2261 AFSCME, it is hereby agreed that all sanitation crews will be required to complete their designated normal routes before they check out for the day. The assigned crews normally consisting of one truck driver or a sanitation driver and two heavy laborers must completed their designated routes even if it involves overtime.

CITY OF BAYONNE


Council President

LOCAL 2261 AFSCME


President

March 21, 1980

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