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A G R E E M E N T

Between

CITY OF BAYONNE, City of

and

THE BAYONNE MUNICIPAL SUPERVISORY ASSOCIATION
HUDSON COUNCIL NO. 2

EFFECTIVE: ~~X~~ January 1, 1983 through December 31, 1985

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A G R E E M E N T

PREAMBLE

This Agreement made this 9th day of November, 1983, by and between the City of Bayonne, New Jersey ("City") and The Bayonne Municipal Supervisory Association, an affiliate of Hudson Council No. 2, CSA ("Union").

WITNESSETH:

WHEREAS, it is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their relations and make them harmonious, and to provide for the conduct of the City's business under methods which will further to the fullest extent possible service to the public, economy and efficiency of operations, and the avoidance of interruption of City services, and;

It is also the intent of the parties that this Agreement shall make provision for salaries, hours, working conditions and the adjustment of grievances so that at all times there shall be an orderly and expeditious consideration and settlement thereof;

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE 1

RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive collective negotiating representative for all full

time and regular part-time, nonuniformed supervisory employees employed by the City, pursuant to Title 11 of the New Jersey statutes (and regulations thereunder), in the following titles as set forth in Schedules B - D.

Section 2. The City agrees that it will not, during the entire term of this Agreement, recognize, negotiate collectively with, or enter into contractual relations, either written or oral, with any other labor organization, with respect to the negotiating unit covered by this Agreement.

Section 3. The Union further recognizes its responsibilities as bargaining agent for supervisors and the duties and responsibilities imposed upon its members under Civil Service Law.

ARTICLE 2

PRINCIPAL RESPONSIBILITY OF SUPERVISORS

The parties recognize that within the bargaining unit covered by this Agreement there are different levels of supervision so that as a result some employees covered by this Agreement are responsible to, take directions from and/or are evaluated by other employees who are also covered by this Agreement. Recognizing the potential conflict inherent in the above fact, the parties agree that a supervisory employee's primary responsibility is to serve the interests of the City as his/her employer.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. It is recognized that there are certain functions, responsibilities and management rights exclusively reserved to the City, among which are, but without limitation, the direction and operation of the City, the determination of the number and location of its facilities, the curtailment of services, the partial or complete closing of facilities, the number and size of departments, the services to be offered, the types of work to be performed (within Civil Service job descriptions), the schedules of services, shift schedules and hours of work, consistent with this Agreement, the work assignments of employees (within Civil Service job descriptions), the methods, processes and means of providing services and support operations, the equipment to be used, and the making and enforcing of rules and regulations for the City's operations and the discipline and safety of employees. None of the rules and regulations so formulated, or as changed from time to time, shall be inconsistent with this Agreement. All such rules and regulations shall be observed by the employees.

Section 2. When the City intends to implement a new rule or regulation, it will give the Union notice of its intention, together with a copy of the text of the proposed rule. The City will, at the Union's request, meet and negotiate with the Union concerning the proposed rule. If, after a reasonable

time for negotiations, disagreement regarding the rule exists, the City may nevertheless implement the rule, and the Union, if aggrieved, may pursue whatever redress available to it. The period for negotiations may be shortened or disregarded if emergency conditions require. The duty to negotiate assumes the negotiability of the subject matter or impact of the rule.

Section 3. The City shall have the exclusive right to hire its employees from any direct source it desires consistent with Civil Service requirements. The appointment, assignment, promotion, demotion, transfer, discharge or discipline for cause and temporary and/or permanent layoff of employees are the sole function of the City, except as may herein otherwise be provided or limited by any applicable provision of this Agreement or by law.

Section 4. The City retains and may exercise all rights, powers, duties, authorities and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and the United States of America.

Section 5. 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.

ARTICLE 4

EQUAL OPPORTUNITY

Section 1. The City and the Union agree to continue their policies of not discriminating against any employee or

applicant for employment because of race, creed, color, national origin, age or sex, or because the employee/applicant is or is not a member of the Union.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. The Union on behalf of any aggrieved employee having a dispute as defined in Section 2 below and who seeks redress must elect with finality either to pursue his claim under Civil Service procedures or in the alternative to pursue his claim under the arbitration procedure set forth below. The Union's election shall be binding and conclusive on the Union. An employee who has elected to pursue his Civil Service remedy is foreclosed from arbitration.

Section 2. A grievance means a dispute between the parties concerning the interpretation, application, or violation of policies, agreements and administrative decisions affecting employee terms and conditions of employment. The grievance must be initiated within twenty (20) working days of the event giving rise to the grievance or within twenty (20) working days of its discovery through due diligence. Unless filed within the time provided, such grievance shall be deemed abandoned.

STEP 1. The grievance shall be in writing, signed by the grievant and shall state the provisions of the contract, policy or administrative decision allegedly involved. The grievance shall be discussed between a Union representative and the City's designated first step representative or

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representatives. A written answer to the Union shall be made by the City's first step representative within five (5) working days from the presentation of the grievance.

STEP 2. If the grievance is not settled at Step 1 the same shall be submitted in writing, signed by the grievant. It shall set forth the facts supporting the grievance and shall be submitted, within five (5) working days after the answer in Step 1, to the Business Administrator or any person designated by him. The answer to such grievance shall be made in writing, to the Union, within five (5) working days of its submission.

Section 3. Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will observe the law of the State of New Jersey regarding concerted employee activity. The parties recognize that the City is obliged and entitled to pursue its functions in an orderly manner, free from interference.

Section 4. In any grievance or dispute involving the construction of Statutes, either party may proceed in the appropriate court for a judicial determination of such statutory construction and shall not submit the same to arbitration.

Section 5. If the grievance concerning the interpretation or application of this Agreement is not settled at the conclusion of Step 2, then it may be submitted to Civil Service or arbitration by either party provided notice in writing of the intent to do so is given to the other party within five (5)

working days of the decision in Step 2. No later than ten (10) working days after giving written notice of an intention to arbitrate, or to proceed to Civil Service, which choice shall constitute an election of remedies, the moving party must submit a written request to PERC for the appointment of an arbitrator pursuant to agency procedures, or to Civil Service to invoke its procedures. A copy of the moving party's written request must be simultaneously served on the Business Administrator.

Section 6. If the matter proceeds to arbitration, then the following shall pertain: The arbitrator shall have full power to hear the dispute and he shall make a written determination on the grievance and solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute. The decision of the arbitrator shall be final and binding on the City, the Union and the employee(s) involved. The cost of arbitration shall be borne by the City and the Union equally. Arbitration shall be equally available to the City.

Section 7. Each grievance will be arbitrated separately except, pursuant to mutual agreement, those of a similar nature. The arbitrator shall have no power to add to, subtract from or modify this Agreement.

Section 8. Failure to comply with the provisions of this Article shall make the last decision of the City final and conclusive on said grievance. All steps of the grievance

procedure must be followed faithfully by the Union as a pre-condition to arbitration.

Section 9. Reference to "working days" in this Article shall exclude Saturdays, Sundays and paid holidays.

Section 10. If the matter proceeds to Civil Service, the parties are bound by Civil Service rules and regulations.

ARTICLE 6

UNION REPRESENTATIVES

Section 1. Members of the bargaining unit may designate two of their number as Union delegates. After such selection is made, the Employer shall be notified in writing by the Union of the delegates' names. No employee shall act as a delegate until his name has been certified in writing by the Union to the Business Administrator.

Section 2. Union delegates are not normally expected to conduct Union business on working time or in working areas. In those unusual circumstances when it is necessary to conduct Union business on working time or in working areas, such shall not interfere with the normal operations of the City. A Union delegate may meet with the designated representative(s) of the Employer at mutually convenient times to discuss matters pertinent to the administration of this Agreement.

ARTICLE 7

CHECK-OFF

Section 1. The City agrees to deduct the monthly dues for Union Membership from the pay of those employees who

individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement listing the names of the employees to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2. Any written designation to terminate authorization for check-off must be received in writing by certified mail by the City and the Union by July 1st or January 1st, and filing of notice of withdrawal shall be effective to halt deductions as of July 1st or January 1st next succeeding the date on which notice of withdrawal is filed.

Section 3. The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE 8

HOLIDAY CALENDAR

Section 1. 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) per Section 2 below |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. New Year's Eve (1/2 day) per Section 2 below |
| 7. Labor Day | 14. Veteran's Day |

Section 2. The City reserves the right to schedule all employees to work four hours on Christmas Eve and four hours on New Year's Eve.

Section 3. Eligible employees shall receive one day's pay for each holiday listed above (except Christmas Eve and New Year's Eve for which they will receive 1/2 day's pay) on which they perform no work. Employees who are required to work on a holiday shall receive, in addition to his regular pay, time and one-half for the hours worked, except as to Christmas Eve and New Year's Eve in which cases premium pay is allowed only for work performed in excess of the regular schedules described in Section 2 above.

Section 4. If a full holiday (i.e., any one of the above except Christmas Eve and New Year's Eve) falls on a Saturday, it will be celebrated and compensated accordingly on the preceding Friday. If a full holiday falls on a Sunday, it will be celebrated and compensated accordingly on the succeeding Monday.

Section 5. In order to qualify for holiday pay, the employee must work the immediately preceding and immediately succeeding scheduled work days unless his absence on either day has been excused.

ARTICLE 9

VACATIONS

Section 1. Vacations shall be based on continuous service. 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 calendar month worked
1 through 5 years	12 working days
After 5 through 10 years	15 working days
After 10 through 15 years	20 working days
After 15 years	25 working days
After 25 years	30 working days

Section 2. For any employee entitled to a vacation of more than two weeks, the additional vacation time due such employee may, for good reason, be assigned other than on a consecutive basis. Vacation preferences must be submitted to the City by March 15 of the calendar year in which the vacation is to be taken. The City will attempt to honor an employee's preference but the needs of the individual departments will control.

Section 3. Vacation accrued but not used at the end of a service year may be carried over into the next service year during which time the portion carried must be taken or else it is forfeited. If the prospect of forfeiture is attributable to the City's refusal to honor the employee's request to take the carried over portion of his vacation, the City will compensate the employee for such unused portion, payable at the employee's regular rate of pay.

ARTICLE 10

LEAVES OF ABSENCE

Funeral Leave: Time off for death in the immediate family 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, current mother-in-law, father, current father-in-law, son, daughter, sister, brother, husband, wife, grandparents, grandchildren. Employees of the Jewish faith shall receive leave of the same maximum duration.

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 an unpaid leave of absence shall be granted to the extent required by law.

Unpaid Leave of Absence: A leave of absence without pay may be granted to any permanent employee per N.J.A.C.

4:1-17.2.

ARTICLE 11

PERSONAL LEAVE

All employees in the negotiating unit 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 his credit year.

The granting of such personal leave shall not adversely affect the working efficiency of the employee's department or

the City. The City, in its discretion, shall determine the number of personal leaves to be granted for any particular day. Such requests will not be arbitrarily denied.

ARTICLE 12

CALL-IN AND REPORTING PAY

Section 1. An employee who is called in for work outside of his regular schedule, shall be guaranteed a minimum of four (4) hours pay at time and one-half (1-1/2). Where such duty extends beyond four (4) hours, the employee will be paid for time actually worked at the rate of time and one-half (1-1/2). When an employee is notified to report early for his regular shift or is held over at the end of a shift, such work shall not be considered as a "call-in".

ARTICLE 13

SALARIES AND LONGEVITY

Section 1. The salary ranges for titles covered by this Agreement are as set forth on Schedules B thru D which are attached hereto and made part of this contract.

These salary ranges reflect the wage settlement agreed upon by the parties which is set forth as follows:

- a. Effective with the first pay in 1983 - Seven (7%) per cent increase to maximum rates in effect December 31, 1982 for all titles covered by the Agreement.
- b. Effective with first pay in 1984 - Seven (7%) per cent increase to maximum rate in effect December 31, 1983 for all titles covered by this Agreement.

c. Effective with first pay in 1985 - Seven (7%) per cent increase to maximum rates in effect December 31, 1984 for all titles covered by this Agreement. Effective January 1, 1985, the Union shall have the option to request a Prescription-Drug Program for all employees covered under this contract (\$1.00 co-pay), the cost of which program shall be deducted from the seven (7%) per cent wage increase applicable for calendar year 1985.

d. Salary ranges for all titles covered under this Agreement shall be established with the minimum being seventy-five (75%) per cent of the maximum rate for each title, and the difference between minimum and maximum being equally divided by the current five step progression.

Section 2. In addition to base pay, a longevity increment based on continuous service will be paid to each regular full time employee according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENT</u>
Upon completion of 15 years of service:	\$600.00
Upon completion of 20 years of service:	\$800.00

ARTICLE 14

SENIORITY

Section 1. Seniority is defined as an employee's total length of continuous service with the City within this bargaining unit. It is agreed that any employee who voluntarily resigns, is discharged for cause, fails to return from layoff after being recalled, or fails to return to work at

the expiration of a leave of absence, shall lose all seniority rights, and shall have his/her employment relationship with the City terminated. If an employee is reinstated, the seniority rights earned by such employee shall also be reinstated.

Section 2. An employee who is on a leave of absence, without pay, shall not have the period of time that he is on such a leave, credited to his seniority.

Section 3. Seniority shall be used to provide preferential treatment for the most senior employee in the selection of vacations, consistent with the efficient operation of the department.

Section 4. Employees will be considered on the basis of skill, ability and qualifications to perform the work, together with seniority, with respect to shift assignments, building assignments, promotions, non-disciplinary demotions, layoffs and recalls. Where skill, ability and qualifications are relatively equal, seniority will prevail.

Section 5. It shall be the exclusive responsibility of the employer to determine the qualifications of the employees and the criteria necessary to fill any position. If an affected employee or this Association is of a view that the determination by the City of an employee's qualifications is improper, or that the criteria for filling a position as established by the City are not being followed, such dispute may be the subject of a grievance at the option of the Association. Any grievance initiated under this section

(Section 5 of Article 14) may be processed by the Union to advisory arbitration. Disputes pertaining to any other section of this article which are otherwise subject to grievance and arbitration may be submitted to binding arbitration in accordance with the appropriate provisions of this contract.

ARTICLE 15

SEPARABILITY

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.

ARTICLE 16

DURATION OF AGREEMENT

The provisions of this Agreement shall become effective on January 1, 1983 and shall continue in full force and effect until December 31, 1985, both dates inclusive. Unless one party hereto gives notice to the other party in writing no sooner than one hundred twenty (120) days, nor less than ninety (90) days prior to December 31, 1985, this Agreement shall continue in full force and effect from year to year until either party terminates.

LAW OFFICES

APRUZZESE & McDERMOTT

A PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

500 MORRIS AVENUE

SPRINGFIELD, N.J. 07081

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer this day of , 198⁷ .

ATTEST:

CITY OF BAYONNE, NEW JERSEY

By: John P. Foye

By: Maurice A. [Signature]

By: _____

ATTEST:

THE BAYONNE MUNICIPAL
SUPERVISORY ASSOCIATION, an
affiliate of Hudson Council
No. 2, CSA

By: Carmine J. Grazzuto

By: Rita [Signature]

By: _____