

792

AGREEMENT BETWEEN

THE CITY OF UNION CITY

AND

UNION CITY EMPLOYEES ASSOCIATION

JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

SCARINCI & HOLLENBECK
500 PLAZA DRIVE
P. O. BOX 3189
SECAUCUS, NEW JERSEY 07096-3189

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PREAMBLE

This Agreement is entered into between the City of Union City, (hereinafter referred to as the "Employer") and the Union City Employees Association (hereinafter referred to as the "Association"), by reason of the fact that the said parties have as their purpose the promotion of harmonious relations between the Employer and the Association and the establishment of an equitable and peaceful procedure for the resolution of any differences or grievances which may occur.

ARTICLE I - RECOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent of all white collar and blue collar employees of the City, including full- and part-time personnel holding permanent, provisional and/or temporary civil service status but excluding Assessor and Deputy Assessor, Private Secretaries to the Directors, City Clerk, Corporation Counsel and Attorney, Judges, Public Defender, Municipal Tenants' Advocacy Attorney, Municipal Prosecutor, Municipal Court Administrator, Deputy Directors, Administrative Aides, Health Officer, Director of Welfare, Construction Code Official, Legal Assistants pursuant to N.J.S.A. 11:22-2(k), School Traffic Guards, Public Health Physician, Police & Fire Surgeon, Student Assistant under Work-Study Program, Chaplains, Municipal Disaster Control Director, Treasurer, Public Health Nurses, Graduate Public Health Nurses, Public Health Nurse supervisors, Safe and Clean Neighborhood Coordinator, Part-time Seasonal Recreation Leader, Director of Recycling Program, Recycling Coordinator and Aide to Mayor for the purpose of collectively negotiating the establishment of salaries, hours of work, and conditions of employment. Anything herein contained to the contrary notwithstanding, the unit does not represent or negotiate for Uniformed Police and fire personnel or superiors, including any active uniformed Police or Fire personnel who is serving in a second civilian title, within the meaning of the Act or for any of the above mentioned employees who are excluded from this Unit.

ARTICLE II - HOURS OF WORK

2.1 Although the regular hours of work each day shall be from 9:00 a.m. to 4:00 p.m., and for the balance of this Article, shall be construed to include lunch period, a departmental personnel time schedule is annexed hereto for each of the five departments because of the differences in work schedules within each department.

2.2 The regular work week shall consist of the present standard hours of work now in effect of 9:00 a.m. to 4:00 p.m., Monday through Friday, inclusive, except for those employees engaged in shift and continuous operations as listed on the attached departmental personnel time schedules.

2.3 Except in emergency situations work schedules shall not be changed unless the proposed change is negotiated with and accepted by the Association. All hours of work shall be in accordance with the mutual agreement of the Association and the Employer.

2.4 Effective on the date of execution of this Agreement, any new employee hired in the Department of Public Works or the Department of Parks and Public Property may be assigned or reassigned a new work schedule from time to time in the discretion of the respective Department Director or his designee.

DEPARTMENT OF PUBLIC AFFAIRS

OFFICE OF THE DIRECTOR

Workdays:

Job Title

M - F

Office of the Director

Clerk	9:00 am - 4:00 pm
Receptionist	9:00 am - 4:00 pm

City Clerk's Office

Assistant Municipal Clerk	9:00 am - 4:00 pm
Principal Clerk	9:00 am - 4:00 pm
Principal Clerk Typist	9:00 am - 4:00 pm
License Inspector	9:00 am - 4:00 pm

Municipal Court Office & Violations

Clerk	9:00 am - 4:00 pm; or 9:00 am - 4:00 pm and Wednesdays 5:00 - 12:00 am
Cashier	9:00 am - 4:00 pm
Court Clerk	9:00 am - 4:00 pm and Wednesdays 5:00 pm - 12:00 am

Deputy Municipal
Court Clerk

9:00 am - 4:00 pm and
Wednesdays 5:00 pm - 12:00 am

Clerk Typist

9:00 am - 4:00 pm and
Wednesdays 5:00 pm - 12:00 am

Principal Clerk

9:00 am - 4:00 pm and
Wednesdays 5:00 pm - 12:00 am

Health Department

Animal Control Officer

9:00 am - 4:00 pm

Principal Clerk Typist

Chief Public Health
Investigator

9:00 am - 4:00 pm

Agency Aide

9:00 am - 4:00 pm

Public Health
Investigator

9:00 am - 4:00 pm

Principal Clerk

9:00 am - 4:00 pm

Health Educator

9:00 am - 4:00 pm

Clerk Typist

9:00 am - 4:00 pm

Register of
Vital Statistics

9:00 am - 4:00 pm

Clerk - Bilingual

9:00 am - 4:00 pm

Senior Sanitary
Inspector

9:00 am - 4:00 pm

Deputy Register of
Vital Statistics

9:00 am - 4:00 pm

Health Officer

9:00 am - 4:00 pm

Senior Clerk Typist

Clerk

Welfare Department

Welfare Investigator	9:00 am - 4:00 pm
Clerk	9:00 am - 4:00 pm
Principal Clerk	9:00 am - 4:00 pm
Senior Clerk	9:00 am - 4:00 pm

Nursing Service

Senior Clerk Typist	9:00 am - 4:00 pm
Clerk Typist	9:00 am - 4:00 pm
Clerk	9:00 am - 4:00 pm

Senior Citizens

Clerk	9:00 am - 4:00 pm
Rec. Leader Bilingual	9:00 am - 4:00 pm
Clerk Typist	9:00 am - 4:00 pm
Senior Clerk Typist	9:00 am - 4:00 pm
Supervisor of Senior Citizen Activities	9:00 am - 4:00 pm

Purchasing Department

Clerk	9:00 am - 4:00 pm
Clerk Typist	9:00 am - 4:00 pm
Purchasing Agent	9:00 am - 4:00 pm

DEPARTMENT OF PARKS AND PUBLIC PROPERTY
PERSONNEL DEPARTMENT TIME SCHEDULE

<u>Job Title</u>	<u>Workdays:</u> <u>M - F*</u>
Park Caretaker	8:00 am - 4:00 pm; or 3:00 pm - 11:00 pm
Supt. of Parks	9:00 am - 4:00 pm
Laborer	8:00 am - 4:00 pm; or 3:00 pm - 11:00 pm
Building Maintenance	7:00 am - 3:00 pm; 8:00 am - 4:00 pm; or 3:00 pm - 11:00 pm
Bus Driver	9:00 am - 4:00 pm
Asst. Superintendent	8:00 am - 4:00 pm
Truck Driver	8:00 am - 4:00 pm
Principal Acct. Typist	9:00 am - 4:00 pm
Bilingual Clerk	9:00 am - 4:00 pm
Electrician	8:00 am - 4:00 pm
Plumber	8:00 am - 4:00 pm
Carpenter	8:00 am - 4:00 pm (7 hour day)
Recreation Leader	9:00 am - 4:00 pm; or 8:00 am - 3:00 pm (6 hour day)
Recreation Worker Agency Aide	9:00 am - 4:00 pm

*Except, as necessary, employees may be called upon to work weekends and evenings within their regular work week hours.

DEPARTMENT OF PUBLIC SAFETY
PERSONNEL DEPARTMENT TIME SCHEDULE

Building Department

<u>Job Title</u>	Workdays: <u>M - F</u>
Plumbing Inspector/ Plumbing Sub-Code Official	15-20 hours/week
Building Inspector	9:00 am - 4:00 pm
Clerk Typist Bilingual	9:00 am - 4:00 pm

Director's Office Personnel

<u>Job Title</u>	Workdays: <u>M - F</u>
Principal Clerk	9:00 am - 4:00 pm
Administrative Clerk	9:00 am - 4:00 pm
Messenger	9:00 am - 4:00 pm

Housing Department

<u>Job Title</u>	Workdays: <u>M - F</u>
Security Officer/ Senior Security Officer	6:00 pm - 2:00 am (flexible hours - 35 hour work week)
Chief Housing Inspector	9:00 am - 4:00 pm *
Housing Inspector	9:00 am - 4:00 pm *
Housing Inspector (part-time)	9:00 am - 12:00 pm *
Clerk Typist	9:00 am - 4:00 pm
Senior Clerk	9:00 am - 4:00 pm

Cashier

9:00 am - 4:00 pm

*Except, employees may be called upon to work occasional evenings when necessary.

Police Department Civilian Personnel

<u>Job Title</u>	Workdays: <u>M - F</u>
Asst. Signal System Supervisor	9:00 am - 5:00 pm
Data Entry Machine Operator	9:00 am - 4:00 pm
Parking Violations Officer	8:00 am - 4:00 pm
Bilingual Clerk Typist	9:00 am - 4:00 pm
Telephone Operator ****	8:00 am - 4:00 pm; 4:00 pm - 12:00 am or 12:00 am - 8:00 am (33.6 hour work week)

Non-Police Department Personnel

<u>Job Title</u>	Workdays: <u>M - F*</u>
Laborer	7:00 am - 3:00 pm
Mechanic	7:00 am - 3:00 pm
Laborer	See Below**
Senior Traffic Maintenance Worker	7:00 am - 3:00 pm
Laborer	11:00 am - 6:00 pm
Parking Violation Officer	8:00 am - 4:00 pm (40 hr. work week)
Parking Violation Officer	See Below***
Parking Violation Officer	See Below***
Parking Violation Officer	9:00 am - 6:00 pm with rotating day off

Parking Violation
Officer

9:00 am - 6:00 pm
with rotating day off

Laborer

7:00 am - 3:00 pm

Laborer

7:00 am - 3:00 pm

Fire Department Civilian Employees

Job Titles

Workdays:

M - F

Administrative Clerk

9:00 am - 4:00 pm

Fire Prevention
Specialist

9:00 am - 4:00 pm

Mechanic Foreman/M.W.
Fire Apparatus

7:00 am - 3:00 pm

Emergency Medical
Technicians

30 hour work week;
floating hours as determined by
Emergency Medical Technician
Supervisor

*Except, as necessary, employees may be called upon to work weekends and evenings.

**Working Wednesday through Friday 11:00 - 6:00 pm; Saturday and Sunday 7:00-12:00 Noon, 4:00-6:00 pm; Monday and Tuesday off.

***Working Monday, Tuesday, Thursday and Friday 8:00 am - 4:00 pm;

****Shifts to be permanent as of 1/1/89, scheduled at the discretion of the Director of the Department of Public Safety, and subject to change with 48 hours notice. Holiday pay will be given twice yearly, seven days payable at the second pay period in July and eight days payable at the second pay period in December.

Telephone operators have agreed that no personal or vacation days will be granted for Thanksgiving, Christmas, New Year's Eve or New Year's Day, excepting that an internal change with another employee may be made with the prior approval of the Director of the Department of the Public Safety.

Telephone operators must give 30 days notice to the Director of Department of Public Safety with regard to vacation desired, following the same procedure as other employees.

Telephone operators must wear uniforms designated by the Director of Department of Public Safety and receive compensation for same pursuant to the provisions of other uniformed employees, effective 1/1/89.

DEPARTMENT OF PUBLIC WORKS
PERSONNEL DEPARTMENT TIME SCHEDULE

<u>Job Title</u>	Workdays: <u>M - F</u>
Laborer	8:00 am - 3:30 pm; 9:00 am - 4:00 pm (35 hr. work week)
Laborer Light	8:00 am - 2:30 pm, 8:00 am - 3:30 pm (6 1/2 hour day, 39 hr. work week)
Street Sweeper	8:00 am - 2:30 pm, 8:00 am - 3:30 pm (6 1/2 hour day, 39 hr. work week)
Truck Driver	8:00 am - 3:30 pm (35 hr. work week)
Building Service Worker	8:00 am - 3:30 pm
Mechanical Broom Operator	8:00 am - 3:30 pm (35 hr. work week)
Sewer Maintenance Worker	8:00 am - 2:30 pm; 8:00 am - 3:30 pm (35 hr. work week)
Mechanic	8:00 am - 3:30 pm (35 hr. work week)
Public Works Superintendent	8:00 am - 4:00 pm
Public Works Inspector	Flexible hours (35 hr. work week)
Rent Regulation Officer	9:00 am - 4:00 pm
Assistant Rent Regulation Officer	9:00 am - 4:00 pm

DEPARTMENT OF REVENUE & FINANCE
PERSONNEL DEPARTMENT TIME SCHEDULE

<u>Job Title</u>	<u>Workdays:</u> <u>M - F</u>
Clerk Typists (3)	9:00 am - 4:00 pm
Administrative Clerk	9:00 am - 4:00 pm
Principal Bookkeeping Machine Operator (2)	9:00 am - 4:00 pm
Supervisor of Accounts Clerk	9:00 am - 4:00 pm
Principal Clerk-Typist	9:00 am - 4:00 pm
Administrative Secretary	9:00 am - 4:00 pm
Principal Assessing Clerk	9:00 am - 4:00 pm
Assistant Municipal Tax Collector	9:00 am - 4:00 pm
Bookkeeping Machine Operator	9:00 am - 4:00 pm
Senior Bookkeeping Machine Operator	9:00 am - 4:00 pm
Tax Collector	9:00 am - 4:00 pm

ARTICLE III - OVERTIME PROCEDURES

It is agreed by the parties that all employees shall be paid one and one-half (1 1/2) times their hourly rate for all overtime worked, such payment to be compensated in the employee's next pay check succeeding the pay period in which earned. If overtime has accrued and employee is uncompensated by the date of the signing of this agreement, said compensation shall be paid to said employee no later than the last day of the year accrued or credited as compensatory time off at the option of the employee.

ARTICLE IV - MEAL PERIODS

4. All full time employees, excepting those employees who, pursuant to their titles, have agreed to work through lunch hours in order to obtain their work week hours, shall be permitted a lunch period of one hour during each working shift. The lunch period shall be scheduled in approximately the middle of each shift or as close thereto as can be arranged.

ARTICLE V - HOLIDAYS

5.1 The following days shall be recognized as paid holidays for all employees covered by this Agreement:

New Year's Day ✓	Lincoln's Birthday ✓
Good Friday -	Memorial Day ✓
Labor Day ✓	Columbus Day ✓
Veterans Day ✓	Thanksgiving Day ✓
Christmas Eve (1/2 day) ✓	Christmas Day ✓
Washington's Birthday ✓	Day After Thanksgiving ✓
Independence Day ✓	New Year's Eve (1/2 day) ✓
General Election (Nov.) ✓	Martin Luther King Day -

5.2 In addition to the above, each permanent employee shall have one personal day as a Christmas Shopping Day preceding the Christmas holidays, and five other personal days off per year.

5.3 Whenever any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Any employee having to work on the above days shall be compensated for that day at the rate of one and one-half (1 1/2) times their hourly rate or received as time off at the option of the employee.

ARTICLE VI - SICK LEAVE

6.1 Permanent employees shall be entitled to the following periods of sick leave each year:

A. Up to the end of the first calendar year of employment, each employee shall be entitled to one day of sick leave for each month worked.

B. Each calendar year thereafter, each employee shall be entitled to fifteen (15) days of sick leave per year, which shall vest on January 1 of each year.

6.2 All provisional and/or temporary employees shall be entitled to the following sick leave:

A. Up to the end of the first calendar year, each provisional and/or temporary employee shall be entitled to one day leave for each month worked, not to exceed ten days in any one year.

B. Each calendar year thereafter, each provisional and/or temporary employee shall be entitled to ten days sick leave per year, which shall vest on January 1 of each year.

6.3 For all permanent employees other than full-time employees, which shall be defined as less than thirty (30) hours per week, sick leave allowance shall be pro-rated based upon the number of hours worked per week, sick leave allowance shall be pro-rated based upon the number of hours worked per week when compared to the number of work hours per week for a full-time permanent employee in the same or similar classification.

6.4 For all non-permanent employees, other than full-time employees, sick leave shall rest within the discretion of the Department Head, not to exceed that allowed for employees described in Section 6.3 herein.

6.5 Sick leave entitlements shall be pro-rated for seasonal employees and for those employees who resign before the end of the calendar year.

6.6 Those employees who retire at any time during the calendar year shall be entitled to the full sick leave allowance for that year.

6.7 Any sick leave days not taken by employees in any one year shall accumulate from year to year until retirement.

ARTICLE VII - LEAVES OF ABSENCE

7.1 Funeral Leave. In the event of a death in an employee's immediate family, time off shall be given not to exceed five working days. For purposes of this article, "immediate family" shall be defined as follows: mother, father, son, daughter, stepchild, sister, brother, husband, wife, grandparents, grandchildren, aunt and uncle of employee or employee's spouse.

7.2 Military Leave. Any employee who is either drafted or called into the Armed Forces of the United States during a national emergency shall be given an automatic leave of absence.

7.3 A maximum of six employees, to be selected by the Association shall be entitled to time off with pay for attendance at Civil Service Conventions. The amount of time off for all employees shall not exceed a total of eighteen (18) working days per year.

7.4 Upon completion of ninety days employment in permanent status, an employee shall be permitted a leave of absence upon request to the Employer, which leave shall not exceed six (6) months.

7.5 Any raise including the increment which would normally become due to an employee, except that said employee was then on a permitted leave of absence, will be deemed to become effective upon the date of that an employee returns to work.

ARTICLE VIII - OVERTIME - SENIORITY

8.1 The purpose of this paragraph is to equalize overtime among employees in a given office or a department. Overtime for work scheduled beyond the regularly scheduled shift will be offered to permanent and provisional full-time employees of each office in a given department or to the Public Works Department or the Parks Department at large, based upon a rotating seniority overtime roster ("roster"). Seniority will be defined pursuant to Article 14.1.

8.2 There may be circumstances under which an office or department, as applicable, because of special skills or other attributes of a particular employee, deems it in the best interest of the City to bypass an employee or employees on the seniority list. It is understood that said bypassed employee will be placed first on the roster for the next overtime assignment. In the event it becomes necessary to contact an employee at home for overtime work, and said employee is unavailable, the office or department will contact the next employee on the roster.

8.3 Such overtime will be offered to persons other than full-time employees only if it has been refused by each member on the roster.

8.4 This paragraph shall not be applicable to confidential work or to confidential employees. .

8.5 A record of overtime hours worked by each employee shall be accessible to Civil Service Unit representatives at reasonable times.

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

ARTICLE IX - VACATIONS

9.1 All permanent employees shall be entitled to the following vacation periods:

A. Up to the end of the first calendar year, each employee shall be entitled to one vacation day for each month worked.

B. Employees with one to five years (inclusive) service shall be entitled to fifteen (15) vacation days per year.

C. Employees with six to ten years (inclusive) service shall be entitled to twenty (20) vacation days per year.

D. Employees with eleven years of service or more shall be entitled to twenty five (25) vacation days per year.

9.2 For purposes of this Article, "vacation days" are working days, and employees entitled to "vacation days" are entitled to that amount of working days off. An employee's vacation leave allowance is determined as of his years of service on January 2 of each calendar year.

9.3 All employees requesting vacation time must notify their Supervisor of their proposed vacation dated thirty (30) calendar days prior to the time for the said vacation; and provided there is no conflict with regard to an employee of the same classification and performing duties in the same Department, in the request of vacation leave at the time, such vacation leave will be granted.

9.4 Each employee shall have his choice of vacation according to seniority, and in no case would the running time for vacation be less than two (2) weeks unless he or she so desires. All vacation time shall be based upon the amount of time employed as of the first day of the current year. The amount of service for vacation time is effective on the first day of each year. The employee must have completed the amount of service required to determine his vacation entitlement by the first day of each year.

9.5 For all employees other than permanent employees, vacation leave shall be as follows:

A. Up to the end of the first calendar year of employment, each non-permanent employee shall be entitled to one (1) vacation day for each month worked, not to exceed five (5) vacation days.

B. After one (1) full year of service, an employee in non-permanent status shall be entitled to ten (10) days vacation per year.

C. An employee's vacation leave is determined as of January 2 of each calendar year based upon completed years of service. An employee's service as a temporary, provisional, or in other non-permanent status shall accrue and shall constitute a credit for the employee when determining years of service pursuant to this Article.

9.6 For all permanent employees other than full time employees, which shall be defined as less than thirty (30) hours per week, such vacation leave shall be pro-rated based upon the number of hours worked per week when compared to the number of

weekly work hours for a full time permanent employee in the same or similar classification.

9.7 For all non-permanent employees other than full-time employees, vacation leave shall rest within the discretion of the Department Head, not to exceed that allowed for employees described in Section 9.6 herein.

ARTICLE X - PENSIONS

10.1 Employees shall receive pensions and retirements benefits pursuant to the provisions of State Law and Local Ordinances.

10.2 As of the effective date of retirement, any employee having fifteen (15) years or more of service, shall be entitled to fully paid Blue Cross/Blue Shield, Major Medical, and prescription program for life.

ARTICLE XI - DISCIPLINE

11.1 Any disciplinary measures taken against any employee shall be limited to the following:

- A. Oral or written reprimand
- B. Reduction in job classification
- C. Suspension (Notice to be given in writing)
- D. Discharge (Notice to be given in writing)

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

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

ARTICLE XII - DISCHARGE

12.1 The Employer shall not discharge any employee without just cause, except where violence and/or the health and safety of other employees or the public may be involved. The Employer shall give the Association five (5) working days notice of its intention to discharge any employee. During the said five (5) days, the parties shall meet in an attempt to resolve the matter, if possible. If a discharge then takes place, the Civil Service reasons for his discharge, in writing, and the grievance procedure may then be invoked.

12.2 The Association 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 any arbitration which may be required.

ARTICLE XIII - GRIEVANCES & MINOR DISCIPLINARY ACTIONS

Any grievance relating to terms and conditions of employment regarding working conditions of an employee, including administrative decisions affecting them and minor disciplinary actions involving suspensions of five (5) days or less, fines, demotions, and other disciplinary actions not covered by the Department of Personnel, shall be handled in the manner set forth below and at all stages of the grievance procedure or disciplinary procedure, the employee may elect to be represented by the Union or to represent himself or herself.

GRIEVANCES

STEP 1: The Employee or the Association shall begin the procedure with a written statement of the grievance to the Department head, who may schedule a hearing between the parties, such hearing to take place no later than ten (10) days after receipt of same.

The Department Head or his designee shall render a written determination on the grievance including his findings and conclusions, within twenty (20) work days of receipt of the grievance.

STEP 2: If the decision of the Department Head is not satisfactory to the employee or the Association, the employee or the Association shall have the right to submit such grievances to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the

State of New Jersey. The employee or the Association must deliver written notice of its decision to file such appeal to the Department Head or designee within twenty (20) work days of the receipt by the employee and the Association of the Department Head's decision.

The Arbitrator (s) shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of this agreement and the referenced policies.

The decision shall be timely rendered after completion of the hearing, and shall be binding on both parties.

The time limits expressed herein may be waived or extended only by mutual agreement of the parties in writing.

The cost of the arbitrator(s) and his (their) expense shall be borne equally by both parties, unless otherwise provided by law. Any other expenses including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

MINOR DISCIPLINARY ACTIONS

STEP 1: The Employer may initiate a minor disciplinary action with a written statement of the charges served upon the employee, and at the request of the employee within ten days of receipt of same, may schedule a hearing between the parties, such hearing to take place not later than ten (10) work days after employee's request for same.

The Department Head or his designee shall render a written determination on the charges including his findings and conclusions, no later than twenty (20) work days of the hearing on the charges.

STEP 2: If the decision of the Department Head is not satisfactory to the employee or the Association, the employee or the Association shall have the right to submit his or her appeal to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Association must deliver written notice of its decision to file such appeal to the Department Head within twenty (20) work days of the receipt by the employee and the Union of the Department Head's or his designee's decision.

The Arbitrator (s) shall have full power to hear the appeal and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of this agreement and the referenced policies.

The decision shall be timely rendered after completion of the appeal hearing, and shall be binding on both parties.

The time limits expressed herein may be waived or extended only by mutual agreement of the parties in writing.

The cost of the arbitrator(s) and his (their) expense shall be borne equally by both parties, unless otherwise provided by law. Any other expenses including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XIV - SENIORITY

14.1 Seniority is defined as the employee's total length of service with the City beginning on his date of hiring.

14.2 If a question arises concerning two or more employees who are hired on the same date, seniority preference among such employees shall be determined by the order in which said employees are already shown the Employer's payroll records. For employees hired subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

14.3 In all cases of promotions, demotions, layoffs, recall, temporary assignment, building assignment, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, the employee with the greatest amount of seniority shall be given preference, provided that the employee has the ability to perform the work involved after a reasonable training period. The training period shall be determined by the Director, subject to the Grievance Procedure.

ARTICLE XV - UNION REPRESENTATIVES

15.1 The Employer shall recognize and deal with those Association representatives and Grievance Committee members as are designated by the Association through its internal rules and regulations.

15.2 In any event, the Grievance Committee shall not exceed six (6) members.

ARTICLE XVI - MANAGEMENT RIGHTS

16.1 Nothing herein shall alter or deprive any employee of rights guaranteed to him by Federal or State Law and all of the rights enumerated therein.

16.2 The City of Union city hereby retains the right to manage and control its facilities and to hire, promote, transfer, discipline or discharge an employee for just cause. Any of the above actions shall be subject to Civil Service Law and Regulations and to the terms of this Agreement.

ARTICLE XVII - SAFETY AND HEALTH

The Employer shall at all times maintain healthful working conditions. The Employer shall be provided any tools necessary in order to insure the safety and health of the employees.

ARTICLE XVIII - EQUAL TREATMENT

The parties agree that there shall be no favoritism
discrimination by reasons of age, sex, nationality, religion,
ital status, political affiliation, or participation in
ociation activities.

ARTICLE XIX - INSURANCE

19.1 Hospitalization. All permanent employees shall receive an up-dated, fully paid Blue Cross/Blue Shield Plan, or substantially equal plan, with Rider "J" and Major Medical benefits to cover themselves and their dependents. In addition, each employee shall be issued a prescription card with which prescription may be purchased for a \$1:00 charge for each prescription.

19.2 All permanent employees shall receive full and updated dental and vision coverage known as "Plan No. 2", annexed hereto as Exhibit "A", or substantially equal plan.

19.3 The employer shall provide insurance coverage on all vehicles and equipment operated by employees and additionally shall cover all truck drivers with insurance in case of accident.

ARTICLE XX - WAGE PROPOSALS

Each employee covered by this agreement shall receive the following annual salary or wage increase, as applicable, listed below:

1. Effective January 1, 1992 - 7 1/2% increase over base salary or wage;
2. Effective January 1, 1993 - 5% increase over base salary or wage;
3. Effective January 1, 1994 - 5% increase over base salary or wage.

ARTICLE XXI - LONGEVITY

21.1 Effective January 1, 1992 a permanent employee shall be paid longevity as per the schedule below. There shall, however, be no salary limitations on same.

<u>Years of Service</u>	<u>% of Base Salary</u>
0 - 2.....	0
3 - 5.....	3
6 - 8.....	7
9 - 11.....	10
12 - 14.....	14
15 - 22.....	17
23 and over.....	21

21.2 Payments made to an employee pursuant to this Article shall be based upon the employee's anniversary date of appointment.

21.3 An employee as defined herein shall receive credit for purposes of calculating years of service for all temporary or provisional employment, provided such employee buys back such time for pension purposes.

ARTICLE XXII - TERMINAL LEAVE

22.1 Any permanent employee who retires shall receive terminal leave either paid out in bi-weekly payments based on annual compensation, or taken as a lump sum payment, at the option of the employee, immediately prior to his/her retirement. Terminal leave shall be computed at the rate of seven and one-half (7 1/2) working days for each year of service.

22.2 In the event of an employee's death or upon retirement, the estate of the employee or the employee, as applicable, shall receive as cash compensation the following:

1. All earned and accrued salary and base pay related compensation, including overtime;
2. All earned and accrued vacation leave;
3. All earned and accrued personal leave, compensatory time;
4. All earned and accrued terminal leave.

ARTICLE XXIII - SPECIAL ALLOWANCES

23.1 All employees who are directed to and use their personal automobile to perform services connected with their employment for the City of Union City shall be compensated by the amount of fifty (\$50.00) dollars per month.

23.2 Should any employee's duties necessitate travel expenses, the cost of such expenses shall be borne by the Employer.

ARTICLE XXIV - JOB CLASSIFICATION

24.1 Any employee who is requested to and returns to work during periods other than his regularly scheduled shift shall be paid the applicable overtime rate of one and one-half times the hourly rate for that employee.

24.2 In the event an employee incurs an injury during the performance of his duties, he shall be entitled and permitted to perform light duty until he is fully recovered and able to resume his normal duties.

24.3 Any employee performing light duty as a result of an injury incurred during the performance of his job shall continue to receive his regular pay while performing light duty and until he is fully recovered.

24.4 Any employee injured during the performance of his duty shall not be charged with sick time or vacation time for time lost as the result of that injury.

24.5 In the event an employee is re-classified in job title through the New Jersey Department of Personnel, that employee shall maintain his or her previously existing wage level.

ARTICLE XXV - CLOTHING ALLOWANCE

All employees, whose job duties require that a uniform be worn shall be issued an annual clothing allowance on the first pay period of June, as listed below:

1. Effective January 1, 1992 six hundred (\$600.00) dollars;
2. Effective January 1, 1993 six hundred sixty (\$650.00) dollars;
3. Effective January 1, 1994 seven hundred (\$700.00) dollars.

ARTICLE XXVI - SALARY INCREMENT PROGRAM

26.1 The salary increment program shall be maintained for only full-time employees having permanent status as recognized by the New Jersey Department of Personnel on January 2nd of the calendar year, with the appropriate salary range indicated for each job classification in the City's jurisdiction and annexed hereto, which will be the salary range ordinance after the property adoption by the Mayor and Board of Commissioners of the City of Union City.

26.2 Pursuant to the said salary range schedule, it is hereby agreed by the parties that the salary range schedule shall increase at its upper limit as below:

1. Effective January 1, 1992 seven and one-half (7 1/2%) percent;
2. Effective January 1, 1993 five (5%) percent (\$650.00);
3. Effective January 1, 1994 five (5%) percent.

26.3 Increments shall be provided to all employees as defined in Section 26.1 above, in the amounts listed below:

- a. Effective January 1, 1992 \$1,000.00;
- b. Effective January 1, 1993 \$1,000.00;
- c. Effective January 1, 1994 \$1,000.00.

26.4 Any employee hereinafter hired by the City of Union City shall be paid in an amount equal to, but not to exceed, the lowest limit of the salary range for the position in which he or she is hired. In no event shall any new, permanent, or temporary employee receive a salary greater than a current employee in the position and classification for which he or she has been hired.

26.5 Upon promotion, an employee shall be entitled to the minimum salary of the higher classification to which he/she has been promoted and an additional \$500.00 added to base salary. An employee whose base salary is the same as or greater than the minimum of the classification to which he/she has been promoted shall receive an additional Five Hundred (\$500.00) Dollars to be included in the employee's base salary.

26.6 If a permanent employee takes a provisional or unclassified title at the same salary level, that employee shall be entitled to receive the increment which he or she would have received under the permanent title. If said employee's provisional title is at a salary greater than the maximum salary range of his permanent title, however, he or she is not entitled to any incremental increase. If a permanent employee should resume his or her permanent title, he or she shall be entitled to receive the wage increase and increment which he or she would have received under the permanent title.

26.7 Under circumstances in which there is one salary listed instead of a minimum and maximum range for part time employees, said salary shall be increased seven and one-half (7 1/2%) percent effective January 1, 1992 and five (5%) percent effective January 1, 1993 and five (5%) effective January 1, 1994.

ARTICLE XXVII - PROVISIONAL AND/OR TEMPORARY EMPLOYEES

27.1 For the purposes of interpreting this Agreement, provisional and/or temporary status shall be as defined pursuant to Civil Service Rules and Regulations.

27.2 All provisional and/or temporary employees hired by the City of Union city shall be represented by the Union City Employees Association and the said Civil Service Unit shall be the sole and exclusive bargaining agent for those employees for the purposes set out in Article I of the within Agreement.

27.3 Provisional and/or temporary employees hired by the City of Union City shall be eligible to receive only those salary adjustments and other benefits as are specifically provided for in this Agreement, and only in the amounts stated herein.

ARTICLE XXVIII - MATERNITY/FRATERNITY

28.1 Any employee who requests leave for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The appointing authority may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

28.2 A permanent employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued paid leave before taking a leave without pay.

28.3 Child care leave may be granted under the same terms and conditions as all other leaves on unpaid status.

ARTICLE XXIX - LAYOFFS

The parties agree that in the event economic conditions require a layoff of personnel, no permanent employees covered by this Agreement shall be severed from service prior to release of all temporaries, seasonals, provisionals, and probationary employees.

the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues, fees, and assessments.

32.8 The sum representing the fair share shall not reflect the cost of financial support of political causes or candidates except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

32.9 Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

32.10 The Association shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

32.11 The Association shall indemnify, defend, and save the City harmless against any 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 salary deduction authorization

ARTICLE XXXIV - DRUG TESTING

The Drug Testing Policy and Procedure as set forth in the attached Ordinance shall be added to the Agreement as Appendix A. It is understood that any reference to Police will be appropriately amended to pertain to the employees represented by this Agreement.

ARTICLE XXXV - DURATION OF AGREEMENT

34.1 This Agreement shall become effective January 1, 1992 and shall terminate on the 31st day of December, 1994.

34.2 In the event a new Agreement has not been entered into at the time of the expiration of this Agreement, the terms and provisions of this Agreement shall carry over and be binding on the parties until such time as a new Agreement is negotiated and adopted by the parties.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be signed by their duly authorized officers this ___ day of October, 1992.

UNION CITY EMPLOYEES ASSOCIATION

CITY OF UNION CITY

Officers

Sworn and Subscribed to
before me this ___ day
of October, 1992.

BOARD OF COMMISSIONERS

ATTEST:
