

AGREEMENT

Between

Jersey City, City of
CITY OF JERSEY CITY

and

JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 246

X JANUARY 1, 1988 through DECEMBER 31, 1990

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PREAMBLE

THIS AGREEMENT entered into as of this 23RD day of SEPTEMBER, 1988, by and between the City of Jersey City, in the County of Hudson, State of New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter called the "City"), and Jersey City Public Employees, Inc., Local 246 (hereinafter called the "(Union)", represents the complete final understanding on all bargainable issues.

WHEREAS, the parties have negotiated for the purpose of entering into a Collective Bargaining Agreement;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I
RECOGNITION

A. The City hereby recognizes the Union as the exclusive representative on behalf of the following employees in the City's employ, in accordance with the designated jurisdiction of the said Union.

1. Department of Administration;
2. Department of Finance;
3. Department of Personnel;
4. Department of Law (non-professional employees only);
5. Department of Public Safety (non-uniformed employees only);
6. Department of Human Resources (except Leisure Activities and Rodent Control Project);
7. Department of Community Development;
8. Office of the City Clerk.

B. Excluded from this unit shall be employees statutorily excluded by the New Jersey Employer-Employee Relations Act, those represented in other bargaining units, and all employees working less than twenty (20) hours per week.

C. The parties agree during the term of this Agreement to enter into discussions with the City and the Jersey City Public Employees, Inc., Local 245, to attempt to restructure the Locals into one covering all blue collar titles and one covering all white collar titles within the City.

ARTICLE II

MAINTENANCE OF STANDARDS

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

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

ARTICLE III

INCENTIVE SYSTEMS

The City shall have the right to institute productivity incentive programs, provided that the Union is given notice and the right to negotiate. No employee's base pay shall be diminished by the institution of any such program.

ARTICLE IV

UNION REPRESENTATIVES

A. Authorized representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances and ascertaining whether or not this Agreement is being observed. When the Union decides to have its representatives enter City facilities or premises, it shall notify the appropriate City representative. Upon entering the facility or premises, notice shall be given within a reasonable time, and there shall be no interference with the normal operations of the business of the City government, or normal duties of employees.

B. When the parties mutually determine that a negotiation session shall be scheduled during the work day, authorized Union negotiating committee members, not to exceed five (5), shall be excused from their normal duties and shall suffer no loss in regular pay thereby.

C. Employees who are elected officers, not to exceed five (5), shall be granted time off to attend municipal employees' conventions and Union conventions concerning municipal employees, where authorized by State Law.

D. Two (2) members of the Union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public

employees.

E. Elected officers and Union delegates, not to exceed five (5), shall be granted time off to attend local meetings and caucuses provided operation of the Department of Public Works is not impeded by the granting of such request.

F. The President of the Union or his designee, although his primary obligation shall be to his job, shall be given reasonable time off from his normal duties to pursue Union business on behalf of members of the bargaining unit. The Union President shall first report to his Division or Department Director.

ARTICLE V

RETIREMENT AND TERMINAL LEAVE

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

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

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

2. In the event an employee suffers a bona fide long-term illness, he may apply to a review committee to restore the sick leave used thereby, if the illness takes place within the five (5) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. If the committee members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and his decision shall be binding.

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

D. In the event of death, all unused sick time, for the year of death only, shall be prorated, inclusive through the month of death, and shall be paid to the estate for an employee not eligible for retirement.

E. All vacation time not granted an employee shall be paid to the estate in the event of his death, to include vacation time for the year of his death.

ARTICLE VI

EXTRA CONTRACT AGREEMENTS

The City agrees not to enter into any other agreement or contract with its employees, as defined in Article I of this Agreement, individually or collectively, which in any way conflicts with the terms, intent and provisions of this Agreement.

ARTICLE VII

NON-DISCRIMINATION

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

ARTICLE VIII

LEAVE OF ABSENCE

A. The City may grant the privilege of a leave of absence for good cause without pay to an employee for a period not to exceed six (6) months at any one time, provided that the employee has been employed by the City on a continuous basis for six (6) months.

B. Such leaves of absence may be renewed for good cause for an additional period not to exceed six (6) months, only by formal recommendation of the Division Head and approval of the appointing authority.

ARTICLE IX

MANAGEMENT RIGHTS

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

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

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

ARTICLE X

DISCIPLINARY ACTION

A. The City hereby agrees not to take disciplinary action against any employee except for just cause. In the event that an employee is disciplined, that employee shall have the right to a departmental hearing, and to appeal therefrom to the Merit System Review Board. If no appeal to the Merit System Review Board is available on jurisdictional grounds, then the matter may be appealed to arbitration by initiating a grievance at Step 4 of the Contractual Grievance Procedure in accordance with the terms thereof.

B. Except in the most aggravated situations, the City agrees not to suspend employees on the spot, and, under unusual circumstances, agrees to give the Union one (1) day's notice prior to the suspension of an employee.

ARTICLE XI

BEREAVEMENT LEAVE

A. In the event of a death in the eligible employee's immediate family, he shall be entitled to time off with pay from the day of death, up to and including the day after the funeral, but in no event to exceed five (5) working days.

B. Immediate family, for purposes of this Article, shall be defined as follows: husband, wife, mother, father, son, daughter, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any other relative residing in employee's household.

C. An eligible employee shall also be entitled to one (1) day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself or his spouse, unless the relative resides in the employee's household, in which case Paragraph B applies.

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

E. Reasonable verification of the event shall be required.

ARTICLE XII

MILITARY LEAVE

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

ARTICLE XIII

BULLETIN BOARDS

The City shall permit the installation of bulletin boards at the expense of the Union should the Union decide to use a bulletin board other than the ones provided by the City. The Director of the Department shall determine the exact locations and sizes of the boards to be installed.

ARTICLE XIV

DUES CHECK-OFF REPRESENTATION FEE

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

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

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City a copy of the resolution adopted by the Executive Board for the said increase in dues prior to the effective date of any such change.

D. The Union will provide a copy of the membership card for each of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The said cards are to be delivered to the Payroll Supervisor. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or

by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

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

F. Representation Fee

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

2. Amount of Fee

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

b. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation

fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee

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

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

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

employee during the membership year in question.

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

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

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

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

ARTICLE XV

HOURS AND OVERTIME

A. Work Hours.

1. For all full-time blue collar employees, the regular work week shall consist of not more than forty (40) hours in any five (5) days, thirty-five (35) working hours and one (1) lunch period per day. White collar employees shall have a work week of thirty-five (35) hours in any five (5) days, thirty (30) working hours and one (1) lunch period per day.

2. The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive work days.

3. a. The regular work hours each day shall be consecutive except for interruption for lunch period and coffee breaks. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods and coffee breaks.

b. Employees assigned to the field shall take their lunch break at or in the immediate vicinity of their work site. This shall not be interpreted so as to require the employee to work during his lunch period.

4. Except for emergency situations, work

schedules shall not be changed unless the Union is notified of such intended change and the City and the Union agree to negotiate with regard to such change. Notice of any intended change shall be given the Union one (1) week prior to the intent to make such change. No unilateral implementation of changes in work schedules shall take place until the negotiations have resulted in true impasse.

B. Overtime

1. Employees who are authorized to work in excess of their regularly scheduled work week shall receive straight time for all hours worked up to and including forty (40) hours worked. Any hours so worked beyond forty (40) shall be compensated at time and one-half. For purposes of determining "hours worked", vacation leave with pay, personal days with pay and paid holidays will count. All other time, whether with or without pay, shall not count as hours worked.

2. Hourly rates will be determined by dividing the annual salary by 2088 hours for 40 hour employees, and 1827 hours for 35 hour employees.

3. Any employee who is required to work on the sixth or seventh consecutive day of his/her work week shall receive time and one-half for the sixth day and double time for the seventh day. These rates shall prevail even if the forty (40) hour threshold is not reached during the first five (5) days of the employee's work week.

4. Any employee who is required to work on a holiday shall receive triple time.

5. Employees who are recalled on emergency work shall receive a minimum guarantee of four (4) hours at the appropriate overtime rate, provided, however, that the City shall have the right to retain the employee for the four (4) hours.

6. Overtime shall be awarded based upon a rotating seniority list within each unit and qualifications to do the particular job.

7. There shall be no compensatory time given in lieu of work that can be considered overtime.

8. The City shall distribute paychecks by 3:00 p.m. on pay day, barring any unusual circumstances. The City will notify the Union prior to scheduling overtime whenever possible.

9. Except in exigent circumstances, the City agrees to pay for overtime within two (2) pay periods.

10. All changes in overtime pursuant to this Agreement shall be effective with the pay period following the date of execution hereof.

C. Shift Differential. Employees who work on a shift schedule between 4:00 p.m. and 8:00 a.m. shall receive a differential for each hour between 4:00 p.m. and 8:00 a.m. of thirty (\$.30) cents per hour.

ARTICLE XVI

LONGEVITY

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

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

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

C. Any employee whose anniversary date falls prior to October 31 shall receive longevity credit for the entire year. If the anniversary date falls on or after November 1, the employee shall receive credit commencing the next January 1st.

ARTICLE XVII

HOLIDAYS

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

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

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

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

D. If an employee has a work week other than Monday through Friday and a holiday falls on the employee's regular day off, the employee shall be entitled to a compensatory day in lieu of the holiday. Such compensatory day is to be scheduled with the agreement of management.

ARTICLE XVIII

HEALTH AND SAFETY

A. First Aid. The City will provide first aid equipment and necessary supplies in convenient and appropriate locations in all buildings and areas where employees are assigned to duty.

B. Vehicle Safety Conditions.

1. All vehicles and equipment shall conform to all safety conditions and State regulations. Said vehicles shall be in safe and operable condition. No employee shall operate any unsafe vehicle declared unsafe by Director of Automotive Services or his qualified representative.

2. It shall be the obligation of each employee to immediately report any damage or malfunction of the vehicle assigned to the employee.

C. Sanitary Conditions. The City shall provide and maintain sanitary conditions in all facilities, including toilets, areas of employment and designated eating areas.

D. The City will make every effort to provide for the safety of its employees, and, at the discretion of the Department Director, will, where necessary, send two (2) employees into dangerous work situations.

E. When temperatures reach extremes which make it dangerous to employees' health, employees shall be permitted to take a reasonable break for recuperative purposes at the

discretion of the Director. Building closings under this paragraph shall be at the discretion of the Business Administrator of the City.

F. Uniforms

1. Clinic Attendants and Health Aides shall be reimbursed for uniform purchase and maintenance on a voucher system up to \$50.00 per annum.

2. Bailiffs shall continue the current practice of having uniforms supplied by the City.

ARTICLE XIX

SENIORITY

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

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of drawing by lot.

C. One (1) seniority list shall be established for each work unit and another seniority list shall be established for the entire bargaining unit. Each list shall be subject to approval by the Union.

1. In cases of lay-offs and demotions, the bargaining unit seniority list shall be utilized as one factor, along with ability to perform and job titles.

2. Vacation schedules shall be arranged in accordance with the work unit seniority list.

3. The City and Union shall mutually agree on the job title for each piece of equipment and seniority shall prevail for the specific job title.

D. Employees shall be permitted to bid for changes of work shift when an individual vacancy arises within the work unit. Management shall have the final decision regarding such changes after giving consideration to seniority as one of the factors to be looked at.

ARTICLE XX

CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provisions of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing to re-open negotiations on the matters in issue. Any modification resulting from negotiations shall be reduced to writing and made a part of this Agreement.

ARTICLE XXI
PERSONAL DAYS

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

B. No employee shall be entitled to accumulate or utilize these days until they have completed six (6) months of service with the City.

ARTICLE XXII

NO STRIKE PLEDGE

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

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

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

ARTICLE XXIII

NON-CONTRACTUAL GRIEVANCE PROCEDURE

A. Purpose

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

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

B. Definition. The term "grievance" as used herein means any controversy arising over the application of City policies or administrative decisions to the terms and conditions of employment of employees covered by this Agreement.

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

1. Step One

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

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

2. Step Two

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

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

c. The Department Director or his designee shall render a decision in writing within five (5) days from

the date of receipt of the grievance or the date of the conference, whichever is later.

3. Step Three

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

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

ARTICLE XXIV

CONTRACTUAL GRIEVANCE PROCEDURE

A. Purpose

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

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

B. Definition. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the specific and express written terms of this Agreement.

C. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving contractual grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One

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

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

2. Step Two

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

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

c. The Department Director or his designee shall render a decision in writing within five (5) days from

the date of receipt of the grievance or the date of the conference, whichever is later.

3. Step Three

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

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

4. Step Four

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

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

c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. Any award rendered by an Arbitrator shall be subject to de novo review by the Courts and shall be upheld only if there was clear and convincing evidence in the record before the Arbitrator in support of the award.

d. The costs for the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

e. The decision shall be final and binding on all parties.

D. Miscellaneous Provisions

1. The Union President, or his authorized

representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

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

ARTICLE XXV

VACATIONS

A. All permanent employees shall be entitled to the following vacations:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to the end of the 1st calendar year of employment	1 working day for each month
1st full calendar year of service	12 working days
2 to 5 years of service	17 working days
6 to 10 years of service	20 working days
11 to 15 years of service	25 working days
16 years and over	30 working days

B. All temporary employees shall be entitled to the following vacation:

Up to end of 1st year of service	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

C. Vacation time not granted employees shall accumulate for the next succeeding year only.

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

ARTICLE XXVI

SICK LEAVE

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

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

B. Amount of Sick Leave

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

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

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

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

5. Paragraphs 2 and 3 of this Section B shall apply to permanent and temporary employees.

C. Reporting of Absence on Sick Leave

1. If any employee is absent for reasons that entitle him to sick leave, his Supervisor or Foreman shall be notified within thirty (30) minutes after starting time.

2. Failure to notify the employee's Supervisor or Foreman may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

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

2. The appointing authority may require proof of illness of an employee on sick leave, notwithstanding the above cause for disciplinary action under the guidelines herein set forth. The City shall have the right to dispatch a physician from the Division of Medical Services to examine any employee on sick leave.

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

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

ARTICLE XXVII

PROMOTIONAL ANNOUNCEMENTS

A. Notice of examinations for promotional jobs or promotions shall be posted on all bulletin boards, and a copy shall be forwarded to the Union President.

B. Promotions shall be made in accordance with Civil Service Law.

C. Examinations shall be conducted in accordance with Civil Service procedures.

ARTICLE XXVIII

OUT-OF-TITLE AND TEMPORARY APPOINTMENTS

A. Temporary Appointments. If an employee is assigned to fill an open position in an acting capacity pending a Civil Service examination, said employee shall serve a probationary period of thirty (30) days. At the conclusion of the thirty (30) day period, the employee shall receive either an increase of five (5%) percent of the minimum of the title to which he is being assigned, or the minimum pay of the title to which he is being assigned, whichever is greater. The City shall call for an examination within the thirty (30) day period. In the event the employee is returned to his previous title, he shall revert to the original salary.

B. Out-of-Title Work. Where an employee is assigned to perform the duties of a higher classified position for a period of short duration, that employee shall be considered in an "out-of-title" capacity, and shall receive an additional five (\$5.00) dollars for each full day of such "out-of-title" service.

ARTICLE XXIX

INSURANCE, HEALTH AND WELFARE

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

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

C. Hospitalization. Employees shall receive fully paid Blue Cross/Blue Shield, with Rider J and Major Medical, to cover themselves and their dependents. In addition, said coverage, except for Rider J, shall be provided to all employees retiring after July 1, 1972, in accordance with State Statute covering same.

D. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death or property damage

arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against said employees from such claims.

E. The City will provide a family prescription plan. The maximum any employee will have to pay is two (\$2.00) dollars on prescription.

F. The City will provide an optical plan to employees and their families to a maximum reimbursement of fifty (\$50.00) dollars in 1988, sixty-five (\$65.00) dollars in 1989, and seventy-five (\$75.00) dollars in 1990.

G. The City will maintain the current dental program for the life of this Agreement.

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

ARTICLE XXX

WAGES

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

Effective	January 2, 1988	\$600
	July 2, 1988	700
1st pay in	January 1989	650
" "	July 1989	750
" "	January 1990	700
" "	July 1990	700

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

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

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

E. 1. The City will conduct a study to determine the feasibility of instituting a wage progression schedule which would include a minimum, increment steps, and maximums. The results of the study will be discussed with the Union.

2. The City agrees to form a committee which will study the inequities of the present minimum/maximum salary structure. The committee will be responsible for making

recommendations toward solving the inequities therein.

3. The results of the studies to be conducted by the City under this Article shall be discussed with the Union within six (6) months of the date of this Agreement.

F. The City agrees to maintain the current minimum starting salary for mechanics.

G. In order to receive any portion of the wage increases set forth in this Agreement, an employee must either (a) be on the payroll on or after the date of execution of this Agreement, or (b) have retired under the pension system after the effective date of this Agreement. In the event a Duty of Fair Representation suit is brought against the Union as a result of this paragraph, the City will defend and indemnify the Union with respect to such claim.

ARTICLE XXXI

FULLY BARGAINED PROVISIONS

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

ARTICLE XXXII

SAVINGS CLAUSE

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

ARTICLE XXXIII

TRANSPORTATION EXPENSE REIMBURSEMENT

A. All full-time employees who use their own vehicles will be compensated at the rate of one hundred (\$100.00) dollars per month in 1988, one hundred ten (\$110.00) dollars per month in 1989, and one hundred twenty (\$120.00) dollars per month in 1990, providing they comply with the following:

1. That the employees have written authorization from their Department Directors.

2. That they actually use their own vehicles at least fifteen (15) days in connection with City business during any calendar month on which they have their Director's authorization. For the purpose of this Article, an employee shall be considered to have used his vehicle on any day on which he makes one (1) trip on City business.

3. Employees authorized by their Directors to use their vehicles occasionally (from time to time) will be reimbursed the sum of five (\$5.00) dollars for each day of use regardless of the time the vehicle is used during any one (1) day.

B. Reimbursement will only be made on a monthly basis, providing that signed vouchers by their Directors accompany their requests, no payment to exceed one hundred (\$100.00) dollars per month.

C. If any employee is absent from work for a total

greater than five (5) days per month, each day thereafter, five (\$5.00) dollars will be deducted from his or her monthly payment.

D. Part-time employees shall receive a pro-rated amount of reimbursement.

E. This program supercedes any previous reimbursement program and constitutes current policy.

ARTICLE XXXIV

COMMUNICATIONS CLERK

A. Police Communications Clerks shall work a forty (40) hour work week based upon a five (5) day on two (2) day off, five (5) day one three (3) day off rotation of seven and one-half (7 1/2) hours and a one-half hour lunch period per shift. This schedule will be used to accomplish the twenty-four (24) hour per day seven (7) days per week uninterrupted service required within this work unit. All other provisions regarding overtime as set forth in Article XV shall be applicable to these employees as well.

B. Holidays for Police Communications Clerks will be those as set forth in Article XVII. If a holiday falls on a regularly scheduled work day and the employee is required to work on that day, the employee shall receive double time for that day. If an employee is required to work on a holiday that is that employee's regular day off, the employee will receive triple time for that day.

C. In addition to the negotiated wage increases set forth in Article XXX of this Agreement, employees in this title will receive a one-time salary adjustment on July 2, 1988. If the employee's annual salary is between \$9,200 and \$10,999, the employee's annual salary will be increased by \$1,750. If the employee's annual salary is between \$11,000 and \$14,999, the employee's annual salary will be increased

by \$1,250. If the employee's annual salary is \$15,000 or more, that employee's annual salary will be increased by \$750.

D. Effective July 12, 1988, the minimum hiring rate in this title will be \$12,000.

ARTICLE XXXV

MISCELLANEOUS

A. In the event an employee is suspended as a result of disciplinary action, the Union shall be forthwith notified of said action. No employee shall be disciplined except for just cause.

B. Part-time employees (those employees working twenty [20] hours or over) shall receive hospitalization, life insurance and a pro-rata share of monetary increases mandated by this Agreement.

C. The City agrees to pay for special licenses required for driving certain vehicles.

D. The City and the Union will share equally in the cost of the printing of contracts. The Union guarantees fifty (50) copies of the contract to be supplied to the City.

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

F. Municipal Court Clerks shall continue to work court hours on court nights in lieu of their regular shift on those days.

G. The City shall not be required to augment the funds provided under any grant program in order to fund salary increases provided under this Agreement. Any increases provided to such employees shall be funded only to the

extent possible with funds available through the grant program.

H. The City and Union agree to jointly study the feasibility of instituting a self-supporting disability program.

ARTICLE XXXVI
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1988 and shall remain in effect to and including December 31, 1990 without any reopening date.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about October 1, 1990.

JERSEY CITY PUBLIC EMPLOYEES,
INC., LOCAL 246

CITY OF JERSEY CITY, HUDSON
COUNTY, NEW JERSEY

BY: Conetta Mancino
PRES.

BY: Anthony R. Cucci
ANTHONY R. CUCCI, MAYOR

WITNESS:

Samuel Mangione

WITNESS:

Benjamin Lopez
BENJAMIN LOPEZ
BUSINESS ADMINISTRATOR

DATED: 9/23/88

Louis Ippolito
LOUIS IPPOLITO
DIRECTOR OF LABOR RELATIONS

Helen J. Kozma
HELEN KOZMA,
CITY CLERK