

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 02-597

Agenda No. 10.2.6

Approved: AUG 14 2002

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A TENTATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 246

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and Local 246 subject to ratification by the Municipal Council of the City of Jersey City; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached tentative agreement covering the period July 1, 2001 through June 30, 2005.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the tentative agreement attached hereto, entered into by and between the City of Jersey City and Local 246 is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City.

APPROVED: *Regin Heagy 8/7/02* APPROVED AS TO LEGAL FORM  
 APPROVED: *Carroll...* *[Signature]*  
Business Administrator Corporation Counsel

0200376

Certification Required   
 Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <span style="float: right;">8/14/02</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			HEALY	✓		
DONNELLY	<b>ABSENT</b>			MALDONADO	✓			VEGA	✓		
LIPSKI	✓			RICHARDSON	✓			SMITH, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.  
*L. Harvey Smith* *Robert Byrne*  
L. Harvey Smith, President of Council Robert Byrne, City Clerk

**AGREEMENT**

**BETWEEN**

**CITY OF JERSEY CITY**

**and**

**JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 246**

**JULY 1, 2001 THROUGH JUNE 30, 2005**

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## **PREAMBLE**

**THIS AGREEMENT** entered into as of this 29<sup>th</sup> day of October, 2002, subject to Union membership ratification and approval of the Municipal Council, 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 1** **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/Mayor's Office;
2. Department of Law (non-professional employees only);
3. Department of Fire (non-uniformed employees only);
4. Department of Police (non-uniformed employees only);
5. Department of Health and Human Services (except Rodent Control);
6. Department of Housing, Economic Development and Commerce;
7. Department of Finance;
8. Office of the City Clerk;
9. Office of the Tax Assessor.

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.

D. It is agreed that employees who are transferred into departments or divisions for which Local 246 is not the exclusive representative shall cease to be members of Local 246 and shall become members of that union, if any, covering the employee in the department or division into which the employee has been reassigned.

**ARTICLE 2**  
**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 3**  
**INCENTIVE SYSTEMS**

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

**ARTICLE 4**  
**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 various Departments 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 5. PART A**  
**RETIREMENT AND TERMINAL LEAVE - INCUMBENT EMPLOYEES**

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 on a currently paid or deferred pension under the Employees' Retirement System of Jersey City (ERS) or the Public Employees' Retirement System (PERS) shall receive a mandatory lump sum cash payment in lieu of time off for unused vacation time, unused sick time and unused personal time, in accordance with the conditions set forth below.

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 and has attained ten (10) years of service in the employ of the City prior to incurring such illness, he may apply to the review committee to restore up to thirty (30) days of sick leave used thereby, if the illness takes place within the two (2) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. The Committee shall consider the length and merit of service in reaching a decision. 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. Long term "bona fide" illness shall mean only those illnesses or injuries that result in use of forty-five (45) consecutive sick days.

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 5, PART B**  
**RETIREMENT AND TERMINAL LEAVE - NEW HIRES**

Notwithstanding anything contained in this Agreement to the contrary, the following Retirement and Terminal Leave Article shall apply to all those hired by the City into this bargaining unit after November 26, 1991, provided that any employee demoted or transferred from other City bargaining unit after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits employed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Retirement and Terminal Leave for new hires employed after November 26, 1991 shall be as provided in Article V, Part A except Paragraph B.1 is amended to read as follows:

B.1 Sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave, up to a maximum of thirty (30) sick days.

In all other respects the terms and conditions of Retirement and Terminal Leave for incumbent employees shall apply to employees hired into this unit after November 26, 1991.

**ARTICLE 6**  
**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 7**  
**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 in refraining from activity on behalf of the Union.

**ARTICLE 8**  
**LEAVE OF ABSENCE**

A. The City, in its sole and exclusive discretion, may grant the privilege of an unpaid leave of absence for good cause to permanent 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 at least two (2) years. An employee who desires a leave of absence must submit a written request to his/her supervisor at least one (1) month prior to the beginning of the requested leave, setting forth (1) the reason for the leave of absence and (2) the reason for the length of the time requested. A leave of absence shall not be granted in order for an employee to work at another job.

In the event an employee on leave of absence is found to be working at another job, the approval for the leave of absence shall be immediately revoked and the employee shall be subject to disciplinary action, up to and including discharge.

B. Such leaves of absence may be renewed for good cause for an additional period not to exceed six (6) months upon the employee's written request, only by formal recommendation of the Division Head and approval of the appointing authority, in the sole exclusive discretion of the City.

## ARTICLE 9 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 10 DISCIPLINARY ACTION

A. The City hereby agrees not to take disciplinary action against any permanent employee except for just cause. In the event that a permanent 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 as 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 11**  
**BEREAVEMENT LEAVE**

A. In the event of a death in the eligible employee's immediate family, occurring on or before December 31, 2002, the employee 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. If the day after the funeral occurs more than five (5) days from the day of death, the employee shall be entitled to only five (5) working days of bereavement leave. If the day after the funeral occurs less than five (5) working days from the day of death, the employee is entitled to bereavement leave only up to and including the day after the funeral, even though the total bereavement leave is less than five (5) working days.

B. Effective January 1, 2003, in the event of a death in the eligible employee's immediate family the employee shall be entitled to time off with pay for a period of four (4) work days beginning from the day of death.

C. 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.

D. 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, or any relative residing in the employee's household, other than those relatives listed in paragraph B, above.

E. Reasonable verification of the event shall be required.

**ARTICLE 12**  
**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 13**  
**BULLETIN BOARDS**

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

**ARTICLE 14**  
**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 as 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 as copy of the resolution adopted by the Executive Board for the said increase in due prior to the effective date of an such change.

D. The Union will provide as 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 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, as 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 the 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 15**  
**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. All full time white collar employees shall have a work week of thirty-seven and one-half (37 ½) hours in any five (5) days, thirty-two and one-half (32 ½) working hours and one (1) one hour lunch period per day. All employees shall have two 15 minute coffee breaks per day, one in the morning and one in the afternoon but shall not be combined, carried over from day to day or used for any other purpose or consideration such as lateness, leaving early or otherwise. The time for the coffee breaks shall be determined and assigned by management and shall be subject to being changed at management's discretion.

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. Notwithstanding anything contained in this Agreement to the contrary, the following section shall apply to all those hired by the City into this bargaining unit after November 26, 1991, unless any employee was demoted or transferred from another City bargaining unit after November 26, 1991:

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. The City further reserves the right to place blue collar employees hired after November 26, 1991 on a schedule of any eight (8) consecutive hours in the workday, and to place white collar employees hired after November 26, 1991 on a schedule of any seven (7 ½) hours in the workday. If the City is unable to fulfill its operational and staffing requirements within a given title with employees that were hired after November 26, 1991, additional employees within the required title will be assigned by the City in accordance with the following procedure:

(a) Employees holding the required title or job skills needed to perform the required work will be asked to volunteer for the altered work schedule and those employees that volunteer will be assigned in order of seniority.

(b) If the needed number of employees to be assigned to the altered work schedule exceeds the required amount from the request for volunteers, the City will assign those employees holding the required job title or job skill needed to perform the work based upon

seniority.

(c) If the needed number of employees to be assigned to the altered work schedule does not result from the request for volunteers, the City will assign those employees holding the required title or job skills needed to perform the work based upon inverse seniority.

It is understood that if an employee with special skills is needed to perform required work during the alternate work schedule, the City will have the prerogative to assign that skilled employee without regard to seniority.

**B. Housing Code Enforcement Unit Employees.**

Notwithstanding anything contained hereinabove to the contrary, the City shall solicit and assign volunteers to work weekends, and after exhausting such volunteers, shall assign weekend work in reverse order of seniority to Housing Code Enforcement Unit employees.

1. (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.

2. 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.

**C. 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, except Sunday which will be paid at double time (2x).

For purposes of determining "hours worked," vacation leave with pay, personal business days with pay and paid holidays will count. All other time, whether with or without pay, shall not count as hours worked.

For purposes of determining the days of the week relative to the forty (40) hour threshold, the work week will start on Monday and end on Sunday.

2. Any employee who is required to work on a holiday shall receive triple time regardless of whether the forty (40) hour threshold is reached.

3. Employees who are required to work overtime for snow removal duty shall be compensated at double time for such duty regardless of whether the forty (40) hour threshold is reached.

4. 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.

If the City, in its sole and exclusive discretion permits the recalled employee to return home prior to the expiration of the four (4) hour period, that employee shall not qualify for an additional four (4) hours of recall pay in the event another emergency call is received within the initial four (4) hour period which necessitates that employee's return to duty to attend to the emergency.

An employee who receives an emergency call at the end of his/her tour of duty shall not delay in responding to the call in order to qualify for recall pay. Employees who so delay shall be subject to disciplinary action.

5. Hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1827 hours for thirty-five (35) hours employees. Effective January 1, 1995 hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1957.5 hours for thirty-seven and one-half (37-1/2) hour employees.

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 pay checks 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) weeks.

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

**D. Shift Differential.**

1. 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. In order to qualify for the shift differential, the employee's entire shift must have been worked between the hours of 4:00 P.M. and 8:00 A.M.

2. Effective January 1, 1997, employees who work on a shift that starts between 12:00 noon and 5:00 A.M. shall receive a differential for each hour of their shift of forty (\$.40) cents per hour. In order to qualify for the shift differential, the employee's shift must have started at a time between 12:00 noon and 5:00 A.M. it is understood that employees whose shifts start at 5:01 A.M. through 11:59 A.M. shall not receive shift differential for any hour of their shift.

**ARTICLE 16**  
**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) years of service	400.00
After fifteen (15) years of service	600.00
After twenty (20) years of service	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 17**  
**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  
Veteran's 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 18**  
**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. Any employee required by management to wear a laboratory coat in the performance of duty shall be reimbursed on a voucher system up to \$50 per summer and \$50 per winter for a total of \$100 per year.

2. All employees who are provided the uniforms must report to work in proper uniform. Failure to wear the uniform may result in the employee not being permitted to work and being docked for the day.

3. All City supplied uniforms are to be turned in at severance for any reason.

4. Security guards will be provided by the City with two (2) sets of uniforms, field employees who are so designated by management will be provided with three (3) shirts and three (3) pants every two (2) years and a winter jacket every three (3) years and bailiffs shall continue the current practice of having uniforms supplied by the City.

5. Effective on or about January 1, 1992 and every January thereafter, field employees so designated by management, security guards, and bailiffs will receive a clothing maintenance allowance of seventy-five (\$75.00) dollars per year.

**ARTICLE 19**  
**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 layoffs and demotions, the bargaining unit seniority list shall be utilized as one factor, along with ability to perform any 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 20**  
**CHANGES, SUPPLEMENTS OR ALTERATIONS**

Any provisions of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing to 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 21, PART A**  
**PERSONAL DAYS - INCUMBENT EMPLOYEES**

A. Each employee in the bargaining unit shall be entitled to three (3) personal business days per annum, which shall accumulate for the next succeeding year only in accordance with the current practice for accumulating vacation.

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 21, PART B**  
**PERSONAL DAYS - NEW HIRES**

Notwithstanding anything contained in this Agreement to the contrary, the following Personal Days Article shall apply to all those hired by the City into this bargaining unit after November 26, 1991, provided that any employee demoted or transferred from other City bargaining units after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Personal days for new hires employed after November 26, 1991 shall be as follows:

A. Each employee in the bargaining unit shall be entitled to two (2) personal business days per annum, which shall accumulate for the next succeeding year only in accordance with the current practice for accumulating vacation.

B. No employee shall be entitled to accumulate or utilize these days until they have completed one (1) year of service with the City.

**ARTICLE 22**  
**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 employees 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 23**  
**NON-CONTRACTUAL GRIEVANCE PROCEDURE**

A. Purposes.

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" 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 24**  
**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 canceled 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 25, PART A**  
**VACATIONS - INCUMBENTS**

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

<u>Amounts 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.

E. Effective January 1, 2003, in any calendar year, employees shall be entitled to use not more than five (5) working days of vacation as half vacation days.

**ARTICLE 25, PART B**  
**VACATIONS - NEW HIRES BETWEEN NOVEMBER 26, 1991 AND DECEMBER 31, 1996**

Notwithstanding anything contained in this Agreement to the contrary, the following Vacations Article shall apply to all those hired by the City into this bargaining unit after November 26, 1991, provided that any employee demoted or transferred from other City bargaining units after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Vacations for new hires employed between November 26, 1991 and December 31, 1996 shall be as follows:

A. The following vacation schedule shall apply for those hired into this unit between November 26, 1991 and December 31, 1996.

**Amount of Service**

Up to end of 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 yrs. of service	15 days
6 to 10 yrs. of service	18 days
11 to 15 yrs. of service	22 days
16 and greater yrs. of service	25 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

In all other respects the terms and conditions of Vacations for incumbent employees shall apply to employees hired into this unit between November 26, 1991 and December 31, 1996.

**ARTICLE 25, PART C**  
**VACATIONS - NEW HIRES AFTER DECEMBER 31, 1996**

Notwithstanding anything contained in this Agreement to the contrary, the following Vacations Article shall apply to all those hired by the City into this bargaining unit after December 31, 1996, provided that any employee demoted or transferred from other City bargaining units after December 31, 1996, who at the time of such demotion or transfer was in the employ of the City in



another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Vacations for new hires employed after December 31, 1996 shall be as follows:

A. The following vacation schedule shall apply for those hired into this unit after December 31, 1996.

Amount of Service

Up to end of 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 yrs. of service	13 days
6 to 10 yrs. of service	15 days
11 to 15 yrs. of service	18 days
16 and greater yrs. of service	20 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

In all other respects the terms and conditions of Vacations for incumbent employees shall apply to employees hired into this unit after December 31, 1996.

**ARTICLE 26**  
**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. Paragraph 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, the employee's Division Director or his designee shall be notified by the employee within thirty (30) minutes after starting time.

2. Failure to notify the employee's Division Director or his designee will be cause for denial of the use of sick leave for that absence and shall constitute cause for disciplinary action.

3. Absence without notice or absence without authorized leave 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 direct an employee on sick leave to its medical provider for physical examination.

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.

The City will meet and confer with the Union with respect to Union concerns with regard to the City's policy and practice on monitoring sick leave usage.

**ARTICLE 27**  
**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 28**  
**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. In order to qualify for out-of-title pay, the employee's division director or his or her designee must assign and approve the higher title work prior to performance of such work.

**ARTICLE 29**  
**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 fifteen thousand (\$15,000.00) dollars and accidental death and dismemberment insurance in the amount of fifteen thousand

(\$15,000.00) dollars for each employee up to the age of sixty-five (65). Thereafter, the amount shall be reduced to ten thousand (\$10,000.00) 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. Except as set forth below, the City will provide a family prescription plan. The maximum any employee will have to pay through December 31, 1995 is Five (\$5.00) Dollars per prescription. Effective January 1, 1996, employees will pay Eight (\$8.00) Dollars for brand name drugs and Four (\$4.00) Dollars for generic drugs per prescription.

The following will apply to employees hired into this bargaining unit on or after November 26, 1991, provided that any employee demoted or transferred from other City bargaining units on or after November 26, 1991 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of prescription plan benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit:

1. The City will provide a prescription plan for employees only in accordance with the terms of this Article.

2. No coverage will be provided at the City's expense on behalf of dependents of the employee.

3. The maximum any employee will have to pay through December 31, 1995 is Five (\$5.00) Dollars per prescription. Effective January 1, 1996, employees will pay Eight (\$8.00) Dollars for brand name drugs and Four (\$4.00) Dollars for generic drugs per prescription.

F. 1. The City will provide an optical plan to employees to a maximum reimbursement of seventy-five (\$75.00) dollars per year.

2. Effective January 1, 1997, the City will provide an optical plan to employees and their dependents to a maximum reimbursement of seventy-five (\$75.00) dollars per year.

3. For any services rendered after July 1, 1998, only those employees submitting a request for reimbursement within ninety (90) calendar days of receipt of the service shall be eligible for reimbursement.

G. 1. The City will maintain the current dental program for the life of this agreement.

2. Effective January 1, 1997, the City will maintain the current dental program for the life of this Agreement for all employees, that is coverage for employees and their dependents.

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

**ARTICLE 30**  
**WAGES**

A. Wage rates and bonuses for all full time employees within the bargaining unit shall be paid in accordance with the following schedule:

1. In September, 2002, employees shall receive a one time bonus in the amount of One Thousand (\$1,000.00) Dollars.

2. Effective July 1, 2001, employees shall receive a wage increase in the amount of One Thousand (\$1,000.00) Dollars applied to the base rate as of July 1, 2001.

3.. Effective September 1, 2002, employees shall receive a wage increase in the amount of Six Hundred (\$600.00) Dollars applied to the base rate as of September 1, 2002.

4. Effective October 1, 2003, employees shall receive a wage increase in the amount of One Thousand (\$1,000.00) Dollars applied to the base rate as of October 1, 2003.

5. Effective December 15, 2004, employees shall receive a wage increase in the amount of One Thousand (\$1,000.00) Dollars applied to the base rate as of December 15, 2004.

6. Wage increases and bonus for part time employees shall be pro rated in accordance with existing past practice.

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. 1. Wage Increases-The wage increases set forth in this contract shall only be paid to those employees on the payroll in a JCPE (Local 246) recognized title on the effective date of any wage increase provided for in this agreement and, as to the July 1, 2001 wage increase, who also remain on the payroll in a JCPE (Local 246), a JCPE (Local 245) or a JCSA recognized title on September 13, 2002, except that: (a) employees who moved from a JCPE (Local 246) recognized title to a JCSA recognized title before March 1, 2002 shall not be eligible for the July 1, 2001 raise; and (b) employees who have retired from JCPE (Local 246) recognized titles on current paid or deferred pensions, shall be paid any wage increase provided for in this agreement that is effective before their retirement date even though they have retired and are no longer on the active payroll.

2. Bonus-The \$1,000.00 bonus payable under this contract on September 13, 2002, shall only be paid to those employees on the payroll in a JCPE (Local 246) recognized title before July 1, 2002, and who also remain on the payroll in a JCPE (Local 246), a JCPE (Local 245) or a JCSA recognized title as of September 13, 2002, except that: (a) employees who moved from a JCPE (Local 246) recognized title to a JCSA recognized title before March 1, 2002 shall not be eligible for the \$1,000.00 bonus; and (b) employees who have retired from JCPE (Local 246) recognized titles, on current paid or deferred pensions, after July 1, 2001 and before the date on which the bonus is paid, shall be paid the bonus payment provided for in the agreement even though they have retired and are no longer on the active payroll. 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 31** **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 32**  
**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 33**  
**TRANSPORTATION EXPENSE REIMBURSEMENT**

A. Six Dollars (\$6.00) a Day

1. Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle the employee makes less than six (6) stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. The above rate may be combined with the rate of Twelve Dollars and Fifty Cents (\$12.50) per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

B. Twelve Dollars and Fifty Cents (\$12. 50) a Day

1. Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle the employee makes six (6) or more stops. Such use of the employee's personal vehicle must be authorized in advance in writing by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. This rate may be combined with the rate of Six Dollars (\$6.00) per day depending on the number of stops an employee makes in a day. Only one rate shall apply on any given day.

C. One Hundred and Twenty Dollars (\$120.00) Per Month

1. Employees whose job require that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City Business and that when they use their vehicle the employee makes six (6) or less stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

2. Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of One Hundred and Twenty Dollars (\$120.00) a month. Only those employees included in the Department Directors list of authorized personnel shall be eligible for the One Hundred and Twenty Dollar (\$120.00) monthly reimbursement.

3. Daily deductions in the amount of \$6.00 a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.

4. Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month. Forms will be provided by each Department.

**D. Two Hundred and Fifty Dollars (\$250.00) Per Month**

1. Employees whose job require that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City business and that when they use their vehicle the employee makes seven or more stops. Such use of the employee's personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage in the form of written documentation to be provided by the employee to the City and are subject to periodic review and audit by the department Director and the Business Administrator

2. Department Directors will be required to provide a list of all employees authorized to receive a monthly reimbursement of Two Hundred and Fifty Dollars (\$250.00) a month. Only those employees included in the Department Director's list of authorized personnel shall be eligible for the Two Hundred and Fifty Dollar (\$250.00) monthly reimbursement.

3. Daily deductions in the amount of \$12.50 a day will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.

4. Each month employees will be required to provide a daily log regarding the use of their personal vehicle throughout the month. Forms will be provided by each Department.

E. Reimbursement under the above rates will only be made on a monthly basis, providing that signed vouchers by the Department Director accompanying the requests.



**ARTICLE 34**

**POLICE DEPARTMENT EMPLOYEES WORKING ROTATING SHIFT SCHEDULES**

A. For the purpose of this Article, "Employees" are those who work in the following areas of the Department of Police and also work a rotating shift schedule (5-2, 5-3, or 5-2, 5-2, 4-3):

- (1) Communications Center
- (2) Telephone Reporting Unit
- (3) Bureau of Criminal Investigation
- (4) Criminal Justice Information System

Other areas may be added as changes in the operation are effectuated.

**B. Work Week & Overtime**

Employees shall work the following schedule based upon a five (5) day on/two day off-five day on/three (3) day off or a five (5) day on/two (2) day off-5 day on/two (2) day off-(4)four day on/three day off rotation. The shifts are:

- Six-fifty (6:50) A.M. to Three (3:00) P.M.
- Two-fifty (2:50) P.M. to Eleven (11:00) P.M.
- Ten-fifty (10:50) P.M. to Seven (7:00)

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 over-time as set forth in Article XV (Paragraph B) only shall be applicable to these employees as well.

By virtue of working this schedule, employees are deemed to be on a forty (40) hour per week schedule, whose hourly rate is determined by using a divisor of 2088 hours.

When Overtime is required, those employees who are currently on the shift will be asked first: A Voluntary List will be utilized. If stations are not fully manned, Overtime becomes mandatory for those on current shift, with the least senior person first, next senior person second, etc. on a rotating basis. No one shall be required to work a triple shift.

**C. Lunch**

Lunch will be Forty (40) Minutes.

**D. Mutual Swaps**

Effective January 1, 1993, Mutual Swaps will be limited to Six (6) per year.

Swaps to be reimbursed within one (1) month of each swap. A Three (3) Day Notice will be required on all swaps, indicating when Swap will be paid back. All Swaps must be approved by (Communication bureau Commander).

**E. Call In**

Employees will be required to call in exceptions (Sick and Personal Days) at least two (2) hours prior to starting time.

**F. Holidays**

Holidays for employees will be those set forth in Article XVII, Paragraph A and Paragraph d only. 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. For the purpose of this Article, Holidays to be paid is the actual day of the Holiday even if it falls on a Saturday or Sunday.

**G. Personal Days and Comp Days**

Personal Days are not to be used consecutively and not to be used the day before or the day after a Holiday, Vacation, etc.

**H. Vacations**

All Vacation requests are to be submitted by April 15th, and will be given a choice according to seniority. Everyone may ask for two (2) weeks in the Summer Season (June 15 to September 15).

**I. Notification**

Employees will supply valid working telephone numbers and addresses to to their appropriate Supervisors and must report in writing, any arrest or summons issued in lieu of arrest (except M.V. Violations) upon reporting for duty immediately following the incident.

J. All current provisional and new employees will be given training, on the job or otherwise, within the discretion of the City.

Employees will be evaluated and given no more than two chances to pass an

evaluation test to be given by the City.

Successful completion of training and evaluation testing is required for employees continued employment and subsequent eligibility for permanent employment.

**ARTICLE 35**  
**FIRE DEPARTMENT DISPATCHERS**

1. The work week for Fire Dispatchers will consist of 33.6 hours per week over a five (5) week cycle. The cycle will begin with a ten (10) hour shift commencing at 8:00 A.M. and ending at 6:00 P.M.; on day two, the shift will be fourteen (14) hours and commences at 6:00 P.M. and ends at 8:00 A.M. Days three, four and five will be days off and then the schedule repeats itself, etc.

2. **Vacation**

(a) Provisionally/temporarily employed dispatchers shall receive 67.5 hours of vacation in each calendar year.

(b) Permanently employed dispatchers hired before December 31, 1996 shall be entitled to the following hours of vacation:

Amount of Service:

Up to end of 1st calendar year	6.75 per month
Next full calendar year	81.
2 to 5 years of service	101.
6 to 10 years of service	121.5
11 to 15 years of service	148.5
16 and greater years of service	169.

(c) Permanently employed dispatchers hired after December 31, 1996 shall be entitled to the following hours of vacation, except that no permanently employed dispatcher shall have his or her vacation reduced in any calendar year to an amount of hours that is less than the amount of vacation hours allowed for that employee in calendar year 2002:

Amount of Service:

Up to end of 1 <sup>st</sup> calendar year	6.75/per month
Next full calendar year	81.0
2 to 5 years of service	88.0
6 to 10 years of service	101.0
11 to 15 years of service	121.5

16 and greater years of service

135.0

**3. Sick Leave**

All permanently employed dispatchers shall be entitled to 6.75 hours for each month of the first calendar year of employment and 101.00 hours in each calendar year thereafter.

All provisionally/temporarily employed dispatchers shall be entitled to 6.75 hours for each month of the first calendar year of employment, not to exceed 67.5 hours and then 67.5 hours for each calendar year thereafter.

**4. Personal Business Days**

Each dispatcher shall be entitled to 13.5 hours off per annum. No dispatcher shall be entitled to accumulate or utilize personal business hours until they have completed one (1) year of service with the City.

**5. Holiday Pay**

In lieu of time off for holidays each dispatcher shall receive 94.5 hours at straight time rate of pay in cash payable in the first pay period in July of each calendar year.

**6. Overtime**

All hours worked in excess of 184 hours in any five (5) week cycle shall be paid at time and one-half rate of pay. No overtime rate of pay shall apply to any hours worked in any five (5) week cycle until the 184 hours minimum is exceeded. "Hours worked" is defined in Article 15, Section C. 1. of the contract.

When overtime is required, those Fire Dispatcher who are currently on the shift will be asked first. Next, a voluntary list will be established for those Fire Dispatchers willing to work overtime and will be utilized. If, after utilizing these two options, the shift is not manned, overtime will become mandatory for those on the current shift, with the least senior person first, second least senior next, etc. on a rotating basis. k No one shall be required to work a triple shift.

**7. Holidays**

If on a particular shift a dispatcher is absent for any reason, management may, within its sole discretion, call in a replacement dispatcher. If no dispatcher is available on a call-in basis, dispatchers who worked the immediately preceding shift will be held over to maintain that level of staffing that in the opinion of management is adequate.

8. **Call in**

Employees will be required to call in exceptions (sick and personal business days) at least two (2) hours prior to the starting time of their shift.

9. **Shift Differential**

Will not be applicable to Fire Dispatchers.

10. **Uniforms**

Will be provided by the City.

11. All Fire Dispatchers hired on or after June 1, 1998 will start at an annual salary of \$22,500.00.

**ARTICLE 36**  
**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-

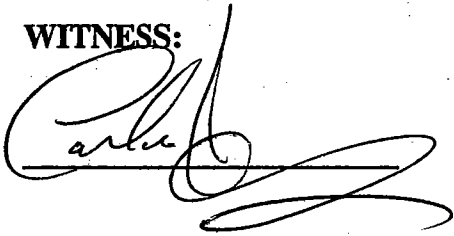
supporting disability program.

**ARTICLE 37**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effect as of July 1, 2001 and shall remain in effect to and including June 30, 2005 without any reopening date.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other given 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 April 1, 2005.

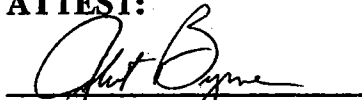
WITNESS:



**JERSEY CITY PUBLIC EMPLOYEES,  
INC., LOCAL 246**

  
**DONALD MANGIERI, PRESIDENT**

ATTEST:

  
**ROBERT BYRNE  
CITY CLERK**

**CITY OF JERSEY CITY**

  
**CARLTON McGEE  
BUSINESS ADMINISTRATOR**

**Dated: July 29, 2002**

597

**Tentative Agreement with Local 246**

1. **4 Year Contract:** (Cover Sheet)  
July 1, 2001 - June 30, 2005
2. **Bereavement:** Effective January 1, 2002  
  
(Article 11) Amend language as it applies to immediate family  
From: "Not to exceed five(5) working days from day of death up to and including the day after funeral  
To: Four(4) working days from day of death
3. **Retirement and Terminal Leave:**  
(Article 5) Give a more specific definition to the term "retirement"
4. **Vacation Days:**  
(Article 25) Limit placed on amount of vacation days which can be taken in ½ days (5 days = 10 ½ days)
5. **Transportation Expense Reimbursement:**  
(Article 33) Language needed to insure City's interests are met
6. **Annual Leave, Sick and Personal Days: (Under Miscellaneous)**  
(Article 36) Define annual allotment in terms of both days and hours (currently only in days)

Example:

	<del>7½ hr.day/1957.5 annually</del>	<u>8 hr.day/2088 annually</u>
1 day	7½ hrs.	8 hrs.
10 days	75 hours	80 hours
20 days	150 hours	160 hours
30 days	225 hours	240 hours

7. **Wages:**  
(Article 30)

Bonus	\$1000	Paid sometime in September 2002	
Raise	\$1000	07/1/01	Effective Date
Raise	\$ 600	09/1/02	Effective Date
Raise	\$1000	10/1/03	Effective Date
Raise	\$1000	12/1/04	Effective Date

10. Z. 6.

**CITY OF JERSEY CITY**

**Office of the Business Administrator**

**Interdepartmental Memorandum**

**DATE:** August 13, 2002  
**TO:** President & Members of Municipal Council  
**FROM:** Carlton McGee, Business Administrator *C.M.*  
**SUBJECT:** Resolution 10Z6 - Local 246 Contract

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Please delete Section C of Article 36 (Miscellaneous) from the Local 246 labor agreement. This contract is authorized by Resolution 10Z6 on your agenda.

Thank you.