

Contract no. 267

F

AGREEMENT

BETWEEN

CITY OF JERSEY CITY

HUDSON COUNTY, NEW JERSEY

AND

POLICEMAN'S BENEVOLENT ASSOCIATION

N.J. WEIGHTS AND MEASURES

LOCAL 203

JANUARY 1, 1991

-

JUNE 30, 1993

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
	PREAMBLE	2
I	RECOGNITION	2
II	MAINTENANCE OF STANDARDS	2
III	UNION REPRESENTATIVES	3
IV	EXTRA CONTRACT AGREEMENTS	4
V	NON-DISCRIMINATION	4
VI	LEAVE OF ABSENCE	4
VII	MANAGEMENT RIGHTS	5
VIII	BEREAVEMENT OR FUNERAL LEAVE	6
IX	MILITARY LEAVE	6
X	WORK HOURS	7
XI	LONGEVITY	7
XII	HOLIDAYS & PERSONAL BUSINESS DAYS	8
XIII	SENIORITY	9
XIV	CHANGES, SUPPLEMENTS OR ALTERATIONS	9
XV	SAFETY AND HEALTH	9
XVI	RETIREMENT AND TERMINAL LEAVE	10, 11
XVII	NON-CONTRACTUAL AND CONTRACTUAL GRIEVANCE PROCEDURES	12, 13, 14, 15, 16
XVIII	VACATIONS	17
XIX	NO STRIKE PLEDGE	18
XX	SICK LEAVE	19, 20
XXI	INSURANCE, HEALTH AND WELFARE	21, 22
XXII	OVERTIME	23, 24

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
XXIII	WAGES	25
XXIV	FULLY BARGAINED PROVISIONS	26
XXV	SAVINGS CLAUSE	26
XXVI	DUES CHECK-OFF REPRESENTATION FEE	26, 27, 28, 29, 30
XXVII	MISCELLANEOUS	31
XXVIII	OUT-OF-TITLE & TEMPORARY APPOINTMENTS	32
XXIX	TERM AND RENEWAL	33

PREAMBLE

This AGREEMENT entered into this 22 day of _____, 1992 by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "CITY"), and the PATROLMEN'S BENEVOLENT ASSOCIATION - N.J. WEIGHTS AND MEASURES, LOCAL 203, (hereinafter called the "UNION") represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the above Local as the sole and exclusive representatives of Weights and Measures Officers covered under this AGREEMENT (MUNICIPAL SUPERINTENDENT OF WEIGHTS AND MEASURES AND ASSISTANT SUPERINTENDENTS OF WEIGHTS AND MEASURES) for the purpose of collective negotiations with respect to rates of pay, wages, hours of work and other working conditions.

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 improved wherever specific provisions for improvement are made in this AGREEMENT.

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

ARTICLE III

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 must be given within a reasonable time, and that there shall be no interference with the normal operations of the business of the City government, or normal duties of employees.

B. All meetings between the parties for the purpose of negotiations shall be scheduled whenever possible to take place, when the employees involved are free from assigned duties. When, however, the parties mutually determine that a meeting 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. Only the Permanent Assistant Superintendent(s) of the bargaining unit shall be granted time-off to attend the State of New Jersey Weights and Measures Convention and the P.B.A. Union Convention, not to exceed four (4) days per person, per year.

D. One (1) member 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 three (3) shall be granted time-off to attend local meetings and caucuses provided operation of the City is not impeded by the granting of such request for time-off.

F. The President of the Union, or in his absence, his authorized representative shall be entitled to devote such reasonable time as s/he deems necessary to administer and enforce the provisions of this AGREEMENT provided that this entitlement shall not be abused. The Union President shall first

ARTICLE IV

EXTRA CONTRACT AGREEMENTS

A. 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 V

NON-DISCRIMINATION

A. 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 refraining from activity on behalf of the Union.

ARTICLE VI

LEAVE OF ABSENCE

A. The City in it's sole and exclusive discretion may grant the privilege of a Leave of Absence for good cause to a 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.

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 the appointing authority, in the sole and exclusive discretion of the City.

REFER TO THE NEW JERSEY FAMILY LEAVE ACT FOR ADDITIONAL INFORMATION REGARDING EMPLOYEES' RIGHTS TO REQUEST A LEAVE OF ABSENCE.

ARTICLE VII
MANAGEMENT RIGHTS

A. The City hereby retains and reserves onto 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, and 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 agree in conformity with the Constitution and Laws of New Jersey and of the United States, and the rules and regulations of the State of New Jersey Department of Personnel (formerly known as the Department of Civil Service).

ARTICLE VIII

BEREAVEMENT LEAVE

A. In the event of death in the eligible employee's immediate family, s/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. If the day after the funeral occurs more than five (5) working 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. Immediate family, for this purpose is 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 and daughter-in-law.

C. An eligible employee shall also be entitled to one (1) day off attendance at the funeral of an aunt, uncle, niece, nephew of him/herself or his/her spouse or any other relative residing in the employee's household other than those relatives listed in the paragraph above.

D. REASONABLE VERIFICATION OF THE EVENT SHALL BE REQUIRED.

ARTICLE IX

MILITARY LEAVE

A. 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 X

WORK HOURS

A. The regular work hours each day shall be consecutive, except for interruption for lunch 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. For all full-time employees, the regular work week shall consist of thirty-five (35) hours in any five (5) days, thirty (30) working hours and one (1) lunch period per day.

C. Except for emergency situations, work schedules shall not be changed unless the Union is notified of such intended changes. Notice of any intended change shall be given to the Union one (1) week prior to the intent to make such change, whenever practical.

D. 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 the effective date of this AGREEMENT on a schedule of any five (5) consecutive work days and/or any consecutive seven (7) hours in the workday.

ARTICLE XI

LONGEVITY

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

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

ARTICLE XII

HOLIDAYS AND PERSONAL BUSINESS DAYS

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

Holidays:

1. New Year's Day
2. Martin Luther King's Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day (November)
11. Veterans' Day
12. Thanksgiving Day
13. Friday after Thanksgiving Day
14. 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 a Sunday, the succeeding Monday shall be observed as the Holiday.

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

Employees hired after _____, 199 , shall be entitled to two (2) Personal Business Days per year, which shall be utilized in accordance with the current practice, which requires that the days shall not accumulate from year to year.

EMPLOYEES MUST COMPLETE ONE (1) YEAR OF SERVICE WITH THE CITY TO BE ENTITLED TO ACCUMULATE OR UTILIZE A PERSONAL BUSINESS DAY.

ARTICLE XIII

SENIORITY

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

B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the alphabetical order of their surname.

C. Seniority lists shall be established in the appropriate work units.

1. In case of lay-offs, demotions, determination of vacation schedules and overtime, a seniority list shall be utilized as one factor along with the ability to perform and job titles.

D. Seniority determination shall be in accordance with the New Jersey Department of Personnel (formerly known as the NJ Department of Civil Service) rules and regulations wherever applicable.

ARTICLE XIV

CHANGES, SUPPLEMENTS OR ALTERATIONS

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

ARTICLE XV

SAFETY & HEALTH

A. The employer shall maintain safe and healthful working conditions consistent with the duties of the bargaining unit members.

B. Employees shall receive an annual allowance for the purchase of necessary uniforms and special oil work shoes. This annual payment of \$200.00 shall be made in October of each year for employees who have been continuously employed since January 1 of that year. Any employee working any part of the year shall receive a pro rata share of this allowance. This payment shall be in lieu of any obligation on behalf of the City to provide employees with wearing apparel, tools or devices needed to insure their safety and health. The City will provide a separate check for this payment.

ARTICLE XVI - 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 shall receive a mandatory lump sum cash payment 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, s/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. If the Committee Members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and his/her 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 even 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 any employee eligible for Retirement.

E. All Vacation Time not granted an employee shall be paid to the estate in the event of his/her death, to include Vacation Time for the year of his/her death.

ARTICLE XVI - PART "B"

RETIREMENT AND TERMINAL LEAVE - NEW HIRES

Notwithstanding any thing 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 , 199 , provided that any employee demoted or transferred from other City Bargaining Units after , 199 , 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/her and paid by the City prior to becoming a member of this Bargaining Unit.

Retirement and Terminal Leave for new hires employed after , 199 , shall be as provided in Article XVI Part "A" except Paragraph B.1 is amended to read as follows:

B.1 - Sick Leave Payment shall be calculated at eight (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 hall apply to employees hired into this unit after , 199 .

ARTICLE XVII

NON-CONTRACTUAL GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of the 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/her 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/her designee with 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/her representative and the Department Director or his/her designee.

c. The Department Director or his/her 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/her 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 deem 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/her designee and the grievant and his/her representative. A written answer to said Grievance or the holding of the conference by 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 XVII

CONTRACTUAL GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of the 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/her 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 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/her designee with 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/her representative and the Department Director or his/her designee.

c. The Department Director or his/her 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/her 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 deem 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/her designee and the grievant and his/her representative. A written answer to said Grievance shall be submitted within ten (10) days from the receipt of the Grievance or holding of the conference by the Business Administrator, which ever is later.

4. STEP FOUR

a. If the Grievance is not settled though Steps One, Two and Three --- either party may refer the matter over to the Public Employment Relations Commission (P.E.R.C.) within ten (10) day after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of P.E.R.C. Failure to file this 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/her New Jersey Department of Personnel's remedies (formerly known as 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/her 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 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/her 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 is a member or non-member of the Union.

ARTICLE XVIII

VACATIONS

A. (1) All Permanent Employees shall be entitled to the following
Vacation Time:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
Up to the end of the first calendar year	1 working day for each month
First Year of Service	12 working days
2nd to the 5th Year of Service	17 working days
6th to 10th Year of Service	20 working days
11th to 15th Year of Service	25 working days
16th year and over	30 working days

VACATIONS - NEW HIRES

PERMANENT EMPLOYEES

A. (2) Permanent Employees hired after _____, 199 __,
shall be entitled to the following Vacation Time:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
Up to the end of the first calendar year	1 working day for each month
1st full calendar year of service	12 working days
2 to 5 years of service	15 working days
6 to 10 years of service	18 working days
11 to 15 years of service	22 working days
16 years of service	25 working days

B. All Temporary Employees shall be entitled to the following
Vacation Time:

Up to the end of the first calendar year	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. All Vacation Time not granted an employee shall be paid to the
estate in the event of his/her death to include Vacation Time for each year
of his/her death.

ARTICLE XIX

NO STRIKE PLEDGE

A. The Union will actively discourage and will take whatever affirmative steps that must be taken to prevent or terminate any strike, work stoppage, slowdown, walkout of other job action.

B. 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, or any other remedy provided by law.

ARTICLE XX

SICK LEAVE

A. All employees shall be entitled to Sick Leave with pay based on the 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 day in each calendar year thereafter.
 2. Any amount of sick time not used in any calendar 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 year of employment, not to exceed 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/her to Sick Leave, his/her 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 may 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 provision, where abuse is suspected. Abuse of Sick Leave may be 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 the exposure of a contagious disease shall be accepted only if the Division of Health has declared the employee exposed, and proof of same shall be obtained by the City from the Division 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 examinations shall establish whether the employee is capable of performing his/her normal duties and that the employee's return will not jeopardize the health of other employees.

ARTICLE XXI

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 Twenty Thousand (\$20,000.00) 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, 1992, in accordance with State Statute covering same.

D. The City shall supply to employees all necessary legal advice and counsel in the defence 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, the City shall pay and satisfy all judgments against said employees from such claim.

E. The City shall provide a family prescription plan. The maximum any employee will have to pay is Five (\$5.00) Dollars on a prescription.

F. The City will provide an optical plan to employees and their families to a maximum reimbursement of Seventy-five (\$75.00) Dollars.

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

H. The City will continue to provide Dental Coverage to employees and their families as is currently in effect.

ARTICLE XXI - NEW HIRES

INSURANCE, HEALTH AND WELFARE

Notwithstanding, anything contained in this Agreement to the contrary, the following Insurance, Health and Welfare Article Shall apply to all those hired by the City into this Bargaining unit after _____, 199 , provided that any employee demoted or transferred from other City bargaining units after _____, 199 , 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 benefits enjoyed by him/her and paid by the City prior to becoming a member of this bargaining unit.

Insurance, Health and Welfare for new hires employed after _____, 199 , shall be as provided in Article XXI, Part A, except Paragraphs A, E, F and H are amended as follows:

A. The City shall provide the insurance coverage set forth below.

E. The City will provide a prescription plan for new hires hired after _____, 199 , in accordance with the terms of Article XXI, Part E. No coverage will be provided at the City's expense on behalf of dependents of the employee. The maximum any employee will have to pay is Five (\$5.00) Dollars per prescription.

F. The City will provide an optical plan with a maximum reimbursement of Seventy-Five (\$75.00) Dollars for new hires hired after _____, 199 . No coverage will be provided at the City's expense on behalf of dependents of the employee.

H. The City will provide the current dental program for new hires hired after _____, 199 . No Coverage will be provided at the City's expense on behalf of dependents of the employee.

In all other respects, the terms and conditions of Insurance, Health and Welfare for incumbent employees hired into this unit after _____, 199 .

ARTICLE XXII

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) hours 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 any forty (40) hour employee, and 1827 for the thirty-five (35) hour employee.

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. 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 the emergency.

ARTICLE XXII - (CONTINUED)

OVERTIME

Any 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.

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 when possible.

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

ARTICLE XXIII

WAGES

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

(1) 1991. Effective and retroactive to June 15, 1991, employees employed in the bargaining unit as of October 30, 1991, shall receive a wage increase in the amount of Nine Hundred Eighty (\$980.00) Dollars applied to the base rate as of June 15, 1991.

(2) 1992. Effective January 1, 1992, employees employed in the bargaining unit as of January 1, 1992 shall receive a wage increase in the amount of One Thousand Three Hundred (\$1,300.00) Dollars applied to the base rate as of January 1, 1992.

(3) 1993. Effective January 1, 1993, employees employed in the bargaining unit as of January 1, 1993 shall receive a wage increase in the amount of Nine Hundred Eighty (\$980.00) Dollars applied to the base rate as of January 1, 1993.

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

C. If an employee is on extended leave, his/her 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. 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 XXIV

FULLY BARGAINED PROVISIONS

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

ARTICLE XXV

SAVINGS CLAUSE

If any provision of this Contract is found to be invalid by Legislation or 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 XXVI

DUES CHECK-OFF REPRESENTATION FEE

A. The City agrees to deduct Union Dues from the salaries of employes included in this bargaining unit upon receipt of the 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 deducted, 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 of the fifteenth (15) day of each month following the pay period in which the deductions are made.

C. If, during the life of this Agreement, there shall be an increase in the rate of membership dues, the Union shall furnish 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.

ARTICLE XXVI
DUES CHECK-OFF REPRESENTATION FEE
(CONTINUED)

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 are to be signed by each member. The said cards are to be delivered to the City's 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 arise out of of by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union.

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 membership fee will be to off-set 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 a non-union member will be equal to 85% of that amount.

ARTICLE XXVI

DUES CHECK-OFF REPRESENTATION FEE
(CONTINUED)

b. Legal Maximum

In order to adequately off-set the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in the amount to the regular membership dues, initiation fees and assessments charged by the Union to its members, and the representation fee that has ~~been set at 85% of the 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 Termination 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 Association.

ARTICLE XXVI

DUES CHECK-OFF REPRESENTATION FEE
(CONTINUED)

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/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.

ARTICLE XXVI

DUES CHECK-OFF REPRESENTATION FEE
(CONTINUED)

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 proceeding 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 XXVII

MISCELLANEOUS

A. In the event an employee is suspended as a result of a disciplinary action, the Union shall be forthwith notified of said action.

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. All part-time employees working less than twenty (20) hours shall receive a pro-rata share of time-off, including Vacation, Sick Leave and Holiday Time, but shall receive no other benefits except as specifically set forth in this Agreement.

D. 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.

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 NJ Department of Personnel Examination (formerly known as Civil Service) 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 pay of the title to which s/he is being assigned, or the minimum pay of the title to which s/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/her title, s/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

TERM AND RENEWAL

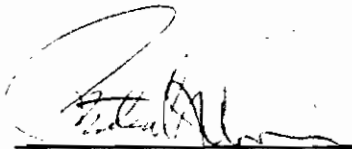
This AGREEMENT shall be in full force and effect as of January 1, 1991, and shall remain in effect to and including June 30, 1993, without any reopening date.

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.

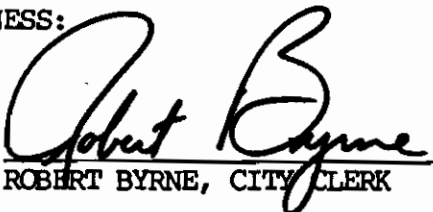
PATROLMAN'S BENEVOLENT ASSOCIATION,
N.J. WEIGHTS AND MEASURES LOCAL 203

CITY OF JERSEY CITY, HUDSON
COUNTY, NEW JERSEY

BY: _____

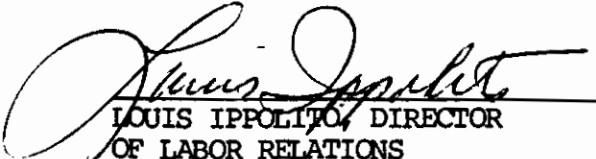
BY: 
FREDERICK J. TOMKINS,
BUSINESS ADMINISTRATOR

WITNESS:

BY: 
ROBERT BYRNE, CITY CLERK

DATED: *21st April 1991*

WITNESS:


LOUIS IPPOLITO, DIRECTOR
OF LABOR RELATIONS

LI/mct