

AGREEMENT

BETWEEN

**THE PARKING AUTHORITY
OF
THE CITY OF JERSEY CITY**

AND

**UNITED INDUSTRIAL, SERVICE,
TRANSPORTATION, PROFESSIONAL AND
GOVERNMENT WORKERS
OF NORTH AMERICA**

OF THE

**SEAFARERS INTERNATIONAL UNION
OF NORTH AMERICA,
ATLANTIC, GULF, LAKES AND INLAND WATERS
DISTRICT/ NMU (AFL-CIO)**

**EFFECTIVE
OCTOBER 1, 2005 THROUGH DECEMBER 31, 2008**

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ARTICLE I

RECOGNITION

- A. The Parking Authority of the City of Jersey City, (“Parking Authority”), recognizes the United Industrial Service, Transportation, Professional and Government Workers of North America of the Seafarers International Union of North America, Atlantic, Gulf, Lakes, and Inland Waters District/NMU, AFL-CIO, (“Union” or “Local Union”), as the exclusive representative of all employees employed by the Parking Authority, excluding all supervisors, managerial executives and confidential employees as defined by the New Jersey Employer-Employee Relations Act and further excluding all secretaries, office employees, administrative employees, and management-level employees.
- B. The Authority agrees to provide the Union with a current seniority list of Union members on a quarterly basis. Further, the Authority agrees to notify the Union, within 90 days, when new employees are hired into positions covered by this Agreement. Further, the Authority agrees to notify the Union, in a timely manner, when existing employees are removed from the bargaining unit for any reason, including, but not limited to: voluntary resignation; suspension; termination; retirement; and/or transfer to another Parking Authority position not covered by this Agreement.

ARTICLE II

DUES DEDUCTION, AGENCY SHOP AND SHOP STEWARD

- A. The Union, an unincorporated association consisting of employees of the Employer and of other Employers, and the Employer, to facilitate and implement the desire of such employees to maintain their Union and to assist such employees in complying with their monetary obligations to their Union, agree to the establishment and maintenance of a voluntary check-off procedure for the employees covered by this Agreement. The Union and the Employer further acknowledge that such check-off is in accordance with the authority and direction of exclusive federal law and decisions of the NLRB regulating labor-management decisions relating such as the relationship which is the subject of the Agreement between these parties.
- B. After successful completion of the 90-day probationary period, employees shall be eligible for membership in the Union. In accordance with the provisions of Section 302 (c) (4) of the Federal Labor Management Relations Act, as amended, the Employer agrees that, upon receipt of a voluntary written authorization executed by employees covered by this Agreement, it will deduct the employees regular initiation fees, regular dues, or agency fees from such employees compensation, including payment for or made during time-off periods, if any, in the amounts set forth in the written authorization and timely remit such amounts to the Union. Such deductions shall be made and shall come from the weekly wages paid (four pay periods each calendar month). However, if the wages paid during such pay period are insufficient to fully cover the current monthly dues, fees or initiation amounts, deductions shall then be made from one or more consecutive pay periods of said month to pay and satisfy same. The Employer agrees to hold such sums deducted in trust for the Union. Any employee electing to pay an agency fee shall pay an amount equal to no more than 85% of the regular Union membership, dues, fees and assessments. Any employee wishing to challenge this assessment has the right to do so as published

in the United Worker and pursuant to New Jersey law. Authorization for the deduction of dues or agency fees may be withdrawn by the employee by filing a written notice of withdrawal with the Parking Authority with a copy to the UIW. Such a withdrawal of authorization for the deduction of dues shall become effective as of January 1st or July 1st following the date on which the written notice is submitted, whichever is earlier. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands or suits that shall arise out of any action taken by the Employer for the purpose of complying with the provisions of this Article. An individual member shall be entitled to exoneration from the payment of Union dues for any month for which the member has not earned five (5) days pay.

C. The Employer further agrees to forward the amount of dues, initiation fees or Agency fees deducted, to the Union not later than the tenth (10th) day of the month following the month in which the deductions were made. A list of those from whom deduction were made, their social security numbers, dates of hire, hourly rates of pay and the amount of such deduction will be furnished to the Union along with the remittance to: 5201 Auth Way, Camp Springs, Maryland 20746, Attn: Union Controller.

- D. (1) A Chief Shop Steward shall be elected by the employees on a yearly basis. This election shall take place the first week in October. If deemed necessary by the Union, two assistant Shop-Stewards may be appointed to assist the Chief Shop Steward.
- (2) The Chief Shop Steward shall suffer no loss of pay for time spent in the investigation, processing or discussion of grievances. Prior notice must be given to the Chief Executive Director or Chief Executive Officer
- (3) The Employer shall not discriminate against any person because of his membership in the Union or activity on behalf of the Union or the employees whom it represents.
- (4) The Employer will provide an enclosed bulletin board for use by the Union for the posting of notices of Union business.

- (5) The Employer shall allow the use of the telephone for Shop Steward or Union representative in connection with the handling of grievances under this Agreement.
- (6) The Chief Shop Steward shall be entitled to top seniority in the shop.

ARTICLE III
PROBATIONARY PERIOD AND SENIORITY

A. Parking Authority employees shall be considered probationary for their first ninety (90) days, commencing on the first day of paid employment. Probationary employees may be terminated at the discretion of the Parking Authority and such terminations shall not be subject to the grievance and arbitration procedure contained in this Agreement. After the expiration of the probationary period an employee may not be discharged, suspended or otherwise disciplined except for just cause as provided in Article XVI, "Discharge, Discipline or Suspension", of this Agreement.

B. Employees shall acquire seniority after completing their probationary period. Seniority shall be based upon length of continuous service in the bargaining unit, commencing with the date of hire. Seniority shall be lost under the following conditions:

1. The employee resigns, voluntarily or involuntarily, for any reason;
2. The employee is discharged for just cause;
3. The employee retires, or is retired;
4. The employee is on layoff for twelve (12) consecutive months without recall;
5. The employee is on leave of absence in excess of twelve (12) consecutive months, whether paid or unpaid; or
6. The employee accepts employment with another employer while on paid or unpaid leave of absence from the Parking Authority, except where the Parking Authority grants permission for such other employment in advance.

C. Employees on approved paid or unpaid leaves of absence not exceeding twelve (12) consecutive months' duration shall suffer no loss of seniority.

- D. In any reduction of the working force, probationary employees shall be the first laid off. Thereafter, Union employees shall be laid off in reverse order of seniority. Recalls to work shall be made in order of seniority, i.e., the most senior employee shall be the first recalled and the least senior employee shall be the last recalled. No new employees shall be hired while any employee with higher seniority is on layoff.

- E. If an employee is assigned to a supervisory position for a period in excess of twelve (12) consecutive months and is subsequently returned to the bargaining unit covered by this Agreement, that employee's seniority shall be adjusted for the time spent in a supervisory capacity.

- F. If an employee is temporarily assigned to a clerical position for a period of less than six (6) months, that employee shall retain their seniority position in the bargaining unit covered by this Agreement.

ARTICLE IV

HOLIDAYS

A. Full time employee of the Parking Authority who have completed their probationary period shall receive fifteen (15) paid holidays per year, as follows:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Fourth of July (Independence Day)
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- General Election Day (November)
- Employee's Birthday

B. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.
If a holiday falls on a Sunday, it shall be observed on the following Monday.

C. No employee shall be paid for a holiday unless he or she works his or her last scheduled workday preceding the holiday and his or her first scheduled work day following the holiday.

D. If a full time employee who has completed his or her probationary period is required to work on a holiday due to unusual conditions which result in the employee working on a day he or she would not normally have worked, the employee will receive his or her regular holiday pay plus double time for the hours worked on the holiday. If the employee is scheduled to work on the holiday in question, he or she will receive time and one-half for the hours worked in addition to regular holiday pay.

E. Holiday pay shall be calculated based on an employees' regular hourly schedule.

ARTICLE V
SICK LEAVE/PERSONAL LEAVE

A. Full time employees of the Parking Authority who have completed their probationary period shall be entitled to paid sick leave in accordance with the following schedule.

First calendar year of
employment.....8 hours per every
two months of employment.

Each succeeding calendar
year of employment.....96 hours per calendar year.

B. 1. Paid sick leave not used in the year earned may be accumulated and carried from year to year.

2. Beginning 1/1/06, sick time accumulates at the rate of pay in the year earned.

3. Sick time will be credited to the employee's bank at the beginning of January. The employee will sign for their accumulated sick time at the beginning of each year.

4. The current year's accumulated sick time shall be deducted first. If an employee uses all that year's sick time, then any further deductions, shall come from his/hers accumulated sick time.

C. Employees who retire shall receive a cash payment calculated at the rate of one day's pay for every two (2) days of unused accumulated sick leave. Payment shall be made by the Parking Authority no later than one (1) month after the effective date of employee's retirement, provided the employee gives the Parking Authority at least six (6) months' notice of intent to retire.

- D. All employees will be covered by New Jersey State Disability Insurance in accordance with applicable law.
- E. An employee who terminates employment for any reason during any calendar year and is eligible for paid sick leave under this Article shall be credited with a pro-rated amount of sick days for that year.
- F. Full time employees shall be entitled to 8 hours per year of personal leave. Personal leave shall not be accumulated from year to year. Personal leave must be taken in the year it was earned, between January and the end of March the following year.
- G. Any full time employee who's regularly scheduled workday is ten (10) hours will be assessed 1.25 sick day for every regularly scheduled workday, on which sick time is taken.
- H. Any employee hired prior to October 1st of a calendar year will have that year count as a year in service in calculating sick time. Any employee hired between October 1st and December 31st of a calendar year will not have that year count as a year in service in calculating sick time.

ARTICLE VI

JURY DUTY

A. In the event any employee is required to serve jury duty, he or she must submit a copy of the jury duty notice to the Parking Authority not less than thirty (30) days prior to the date on which his or her jury duty begins. Any full time employee who has completed his or her probationary period shall be paid for his or her period of jury service, provided he or she submits timely notice of jury duty as required in this Article and further provided he or she assigns to the Parking Authority all other payments received for jury service.

B. Employees who are serving jury duty, must report to work when not required to appear for jury duty. Employees must submit an attendance report from the court showing the days and dates served.

C. Employees working the night shift will be granted payment for jury duty in accordance with this Article, if jury duty falls on a day when the employee would be required to report for work that evening. In no case, shall there be double payment for the day.

ARTICLE VII
LEAVE OF ABSENCE

- A. Union Leave: Unpaid leaves of absence shall be granted to not more than two (2) Union officers and delegates for attendance at official Union conventions, institutes or educational conferences. Such unpaid leaves of absence for Union conventions, institutions or educational conferences must be approved by the Parking Authority.

- B. Unpaid Leave: Any full time employee who has completed his or her probationary period may apply for unpaid leave of absence, not to exceed one (1) year in duration, to deal with personal business. Such unpaid leaves for personal business may be approved by the Parking Authority. The decision of the Parking Authority to approve or deny request for unpaid leave is final and cannot be contested under the parties contractual grievance and arbitration procedure.

- C. Bargaining Leave: If it is necessary for an employee to attend a grievance meeting or collective bargaining session while on duty, he or she will be excused from duty without loss of pay, provided, however, that compensation shall not be paid for time the employee normally would not be on duty and provided further that this benefit shall not be extended to more than two (2) employees on any given occasion.

ARTICLE VIII
WAGES

Effective on October 1, 2005, hourly wages shall be as follows

Current Hourly Wages are as follows:

Entry Level.....\$10.98 per hour
First Anniversary of continuous employment.....\$12.78 per hour
Second Anniversary of continuous employment.....\$13.64 per hour
Third Anniversary of continuous employment.....\$14.42 per hour
Fourth Anniversary of continuous employment.....\$14.53 per hour
Fifth Anniversary of continuous employment.....\$14.64 per hour

A. Effective on October 1, 2005, hourly wages shall increase by 3% for each member.

B. Effective on January 1, 2007, hourly wages shall increase by 3% for each member.

C. Effective on January 1, 2008, hourly wages shall increase by 3% for each member.

D. Employees shall receive the hourly wage rate stated on the salary schedules contained in this Article, which corresponds to their years of continuous employment. Anniversary adjustments, as described above, shall occur on the anniversary of the employee's date of hire.

E. All employees with wages in excess of the above amounts shall receive the same percentage for each year of this Agreement.

ARTICLE IX
INSURANCE

A. The health insurance plan in existence on the effective date of this Agreement shall be maintained at the same or equivalent level of benefits for the duration of this Agreement. Coverage shall commence on the first of the month following sixty (60) full days of employment.

B. The group dental plan in existence shall be maintained at the same or equivalent level of benefits of yearly maximum to \$1,500 (One Thousand Five Hundred Dollars) for the duration of this Agreement. Each full time employee shall be eligible for enrollment in the group dental plan. Coverage shall commence on the first of the month following one month of continuous full time employment.

C. Every employee who has completed his or her Probationary Period shall be eligible for an annual reimbursement of up to \$125 (One Hundred Twenty Five Dollars) for himself/herself and up to \$50 (Fifty Dollars) for his or her dependents for an eye exam, or for the purchase and repair of eyeglasses or contacts. In order to receive such reimbursement the employee shall submit a bill, receipt or other appropriate proof of expenditure for an eye exam, or the purchase or repair of eyeglasses or contacts to the Parking Authority within thirty (30) days of such expenditure.

D. A prescription plan through the New Jersey State Health Benefits shall be maintained for the duration of this Agreement.

ARTICLE X
VACATIONS

A. Full time employees who have completed their probationary period shall earn vacation with pay in accordance with the following schedule, based upon the anniversary of the full time employee's date of hire:

First Year of Employment.....8 hours for every 2 months
of continuous employment

Second to Fifth Year of
Continuous Employment.....80 hours per year

Sixth to Tenth Year of
Continuous Employment.....120 hours per year

Eleventh to Fourteenth Year of
Continuous Employment.....160 hours per year

Fifteenth Year of
Continuous Employment and
Thereafter.....200 hours per year

- B. Vacation time shall be used on a calendar year basis. Vacation time not used in the calendar year shall accumulate from year to year. Vacation shall be taken during the calendar year following the year in which it is earned.
- C. Employees must work the scheduled work day immediately before and immediately following any scheduled vacation. Employee will not be paid for any consecutive sick days taken immediately before or immediately following any scheduled vacation.
- D. Employees shall submit their proposed vacation schedules no later than the date fixed by the Parking Authority as the deadline for submission in any given year. Although the Parking Authority shall attempt to schedule vacation at the time most desired by the employees, the final right to determine vacation schedules, the number of employees on vacation at any given time and the length of vacations is reserved to the Parking Authority.

- E. The Parking Authority reserves the right to recall employees from vacation when necessary to assure an adequate level of manpower, to deal with emergency situations, or to assure the presence of employees with requisite skills or abilities necessary for continued efficient operations.
- F. An Employee who terminates employment for any reason during any calendar year and is eligible for paid vacation under this Agreement shall be credited with pro-rated vacation for that year.
- G. For purposes of utilization of vacation time, any full time employee who's regularly scheduled workday is ten (10) hours will be assessed 1.25 vacation days for every regularly scheduled workday on which vacation is taken.
- H. Beginning 1/1/06, vacation time accumulates at the rate of pay, in the year it was earned.
- I. Vacation time will be credited to the employee's bank at the beginning of January. The employee will sign for their accumulated vacation time at the beginning of each year.
- J. The current year's accumulated vacation time shall be deducted first. If an employee uses all that year's vacation, then, any further deductions, shall come from his/hers accumulated vacation time.
- K. An employee who terminates employment, for any reason during the calendar year, shall have the following options to collect the accumulated vacation:
 - 1.)Terminal Leave: Takes all accumulated vacation time and remains on the payroll until the time is exhausted.
 - 2.)Lump Sum Payment: Takes a lump sum payment and paid six (6) hours for every eight (8) hours owed. Payment made within one (1) month of separation.
- L. Any employee hired prior to October 1st of a calendar year will have that year count as a year in service in calculating vacation time. Any employee hired between October 1st and December 31st of a calendar year will not have that year count as a year in service in calculating vacation time.

ARTICLE XI
GRIEVANCE PROCEDURE

A. The term “grievance” as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement or of policies and management decisions affecting the employees, including disciplinary action taken. In the event of any such grievance, adjustment shall be sought in accordance with this Article.

B. (1) All disputes involving the interpretation or application of the terms of this Agreement shall be discussed by the employee involved and the Shop Steward with the Division Director of the Parking Authority within three days following the occurrence of such dispute.

(2) In the event that such dispute is not settled within three days from the time it is presented to the Division Director, than the Shop Steward shall present a formal written grievance to the Executive Director of the Parking Authority. The grievance shall thereupon be discussed at a meeting consisting of the employee involved, the Union, the Shop Steward, the Executive Director of the Parking Authority or an authorized designee. The meeting shall be conducted within fourteen (14) days from the date the written grievance is submitted unless the Union and the Parking Authority agree to conduct the meeting at an alternative date.

C. In the event a grievance is not settled within five (5) days after the date of the grievance meeting described in Section B, above, and the grievance concerns the interpretation, application or alleged violation of the terms of this Agreement, the Union may submit the grievance to binding arbitration before an arbitrator

appointed by the New Jersey Public Employment Relations Commission. Such a request for binding arbitration must be submitted within five (5) days of the date upon which the grievance is denied, or the date upon which the grievance fails to settle, whichever is earlier.

- D. The designated arbitrator shall be bound by the provisions of this Agreement and the applicable laws of the State of New Jersey and of the United States. The arbitrator shall be restricted to the question of contract interpretation presented. The Arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate in detail his/her findings of fact and reasons for making the award. The arbitrator shall conduct the arbitration in accordance with the grievance arbitration rules of the Public Employment Relations Commission. The decision and award of the arbitrator shall be final and binding upon the parties and upon all grievants. The costs of the services of the arbitrator shall be borne equally between the Parking Authority and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same. Each arbitration shall be limited to one grievance unless otherwise agreed in writing by the parties.
- E. Authority Grievances. Any grievance, which the Parking Authority may have against the Union, shall be reduced to writing and submitted to the Union. Representatives of the Union and the Parking Authority shall meet within fourteen (14) days from the date the grievance is submitted unless the Union and the Parking Authority agree to conduct the meeting at a later date. If the grievance is not resolved, the Parking Authority may, within five (5) days, submit the dispute to binding arbitration as provided in this Article.
- F. The failure of a grievant or the Union to file a grievance or to process the

grievance within the time periods contained in this Article shall constitute and absolute waiver of the grievance and shall deprive the arbitrator of jurisdiction to hear the grievance. The failure of the Parking Authority to answer a grievance shall be deemed a denial of the grievance on all applicable grounds.

- G. The parties hereby agree that any judicial action to compel compliance with the binding arbitration clause of this contract, to confirm or enforce any arbitration award entered pursuant to this Article, or to vacate or modify any arbitration award entered pursuant to this Article, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A:24-1, et seq.
- I. An employee shall perform all duties as instructed even though he/she may feel aggrieved. During the pending of any grievance, employees shall continue to comply with all work directives and work rules applicable to them, notwithstanding that any such work directives or work rules are the subject of the pending grievance, except where compliance would pose a direct threat to the life and safety of the employee(s).
- J. It is understood and agreed that a decision of the Union not to exercise its' right to request arbitration shall be final and binding upon the members of the bargaining unit and it is further understood and agreed that the Union and its' designated representative have the authority to settle any grievance at any step.
- J. All time limits may be extended by mutual consent.

ARTICLE XII
ANTI-DISCRIMINATION

There shall be no discrimination against any employee because of his or her race, color, religion, creed, national origin, sex, union affiliation or political activity.

ARTICLE XIII
NO-STRIKE CLAUSE

The Union agrees that it will not call any work stoppage during the term of this Agreement. The Parking Authority agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE XIV
BEREAVEMENT LEAVE

A. Full time employees who have completed their probationary periods shall be allowed 40-hours paid leave in the event of a death in their immediate families. For the purposes of this Article, “immediate family” is defined to include spouse, parents, brothers, sisters, children, grandparents, mother-in-law and father-in-law.

B. The Jersey City Parking Authority recognizes the New Jersey Domestic Partner’s Act as it pertains to this article.

ARTICLE XV
MANAGEMENT RIGHTS

A. The Union and the Parking Authority agree that the provisions of this Agreement are limited to wages and working conditions of the employees covered and that no provisions of the Agreement shall be construed or interpreted to restrain the Parking Authority's full and absolute right to operate, control and manage its' operations and to determine the manner and means of providing services to the public.

B. The following subjects are within the managerial rights of the Parking Authority and shall not at any time be subject to negotiation or review under the grievance and arbitration procedure contained in this Agreement; however, the Parking Authority shall endeavor in any matter affecting Union employees, to notify the Union of such managerial action and provide opportunity for comment and discussion:

1. The right to determine the size of the work force.
2. The right to promote, transfer, demote, reassign and layoff employees, and the right to institute random drug testing.
3. The right to determine work standards; to determine, establish, modify and eliminate means and methods of operations; to implement improvements or changes in technology; to utilize new equipment; and, to control the quality of services.
4. The right to subcontract all work, or any portion of the work.
5. The right to determine when and whether to fill job vacancies.
6. The right to evaluate jobs, to establish new positions, modify or combine

existing positions and reassign duties from job to job.

7. The right to select and hire employees from any source.
 8. The right to discipline and discharge employees in accordance with Article XVI, "Discharge, Discipline and Suspension."
 9. The right to create, abolish and amend work shifts and to assign employees to work shifts as deemed necessary or appropriate by the Parking Authority.
 10. The right to determine and establish the regular hours of work for employees, not to exceed forty (40) hours per week; provided, however, that the Parking Authority retains the right to require employees to work overtime on a regular basis as the Parking Authority deems necessary or appropriate.
 11. The right to require overtime work and to assign overtime work to such employees as the Parking Authority considers qualified for the particular tasks to be performed. This section shall not apply when overtime was offered but refused.
 12. The right to evaluate the work performance of employees at such time and in such manner as deemed appropriate by the Parking Authority.
- C. The Parking Authority retains the right to implement, repeal and amend reasonable work rules without the need to negotiate such rules with the Union or to obtain agreement concerning such rules from the Union; provided, that the Union shall be notified prior to implementation, repeal or amendment of any work rule and provided further that the Parking Authority shall adopt no rule which conflicts with any provisions of this Agreement.
- D. In the event of inclement weather, as determined by the Executive Director, employees agree to be assigned duties not associated with their normally assigned duties as Parking Authority employees. These assignments shall be made in the discretion of the Executive Director.
- In the event an employee declines to perform the alternative duty assigned by the Executive Director, or his designee, the employee will be dismissed from work and **will not be** compensated for the day or remainder of the day, unless the employee chooses to utilize his or her vacation time.

This clause shall apply to all employees and shall be subject to the Grievance Procedure for that day or part of the day where/when inclement weather arose, as Determined by the Executive Director. This applies to those employees subject to the elements (weather conditions)

ARTICLE XVI

DISCHARGE, DISCIPLINE OR SUSPENSION

- A. The Parking Authority shall have the right to maintain discipline and efficiency in its operations. It shall have the right to discharge, suspend or discipline any employee for just cause, subject to the grievance procedure.

- B. The following infractions shall constitute grounds for immediate discharge:
 - 1. Possession of, reporting to work under or being under the influence of, or using drugs or controlled dangerous substances, or possession of paraphernalia used in connection with dangerous substances at any time on or off Parking Authority premises while on duty.
 - 2. Possession of, reporting to work under or being under the influence of, or using intoxicants on or off Parking Authority premises while on duty.
 - 3. Theft of funds or property belonging to the Parking Authority, to a fellow employee, or to any other person.
 - 4. Theft of time or other dishonesty pertaining to work. This shall not include 15 minutes between sweeps to pre-write tickets.
 - 5. Insubordination; must be substantiated.
 - 6. Excessive absenteeism, pattern absenteeism or habitual lateness: must be substantiated.

7. Deliberate abuse of or damage to equipment, materials or property of the Parking Authority or others.
 8. Engaging in conduct constituting an unlawful strike, work stoppage, or other unprotected job action.
 9. Misrepresentation when applying for sick leave, leave of absence or other time off.
 10. All personnel shall comply with the uniform code and dress policy.

 11. Accepting other employment while on leave of absence from the Parking Authority, except where the Parking Authority grants permission for such other employment in advance.
 12. Incompetence or inefficiency; must be substantiated.
 13. Punching the time card of another employee, or requesting or having another person punch one's time card.
 14. Failure to perform assigned work.
 15. Utilizing Parking Authority vehicles for unauthorized purposes or permitting unauthorized individuals to use Parking Authority vehicles or other Parking Authority property.
 16. Sleeping, reading, doing personal work or attending to personal business during working time, except as permitted by the Parking Authority.
 17. Neglect of duty, negligence or carelessness in performance of one's job duties or in the care of property entrusted to one's care including, but not limited to, the care of vehicles placed in Parking Authority facilities.
 18. Any action of a nature comparable to those enumerated above.
- C. For any cause not enumerated to Section B, above, the Parking Authority shall take such disciplinary action as it deems appropriate under the circumstances of the case.

- D. All disciplinary actions shall be provided to the employee in writing and a copy provided to the Shop Steward.**

ARTICLE XVII
OVERTIME

- A. For work performed in excess of forty (40) hours in any week, employees shall be paid at the rate of time and one-half their regular hourly rate of pay. Snow removal shall be paid at double time after 4:00pm and prior to 8:00 am Monday through Friday and all day Saturday and Sunday.
- B. Overtime shall be offered by seniority whenever possible, including Liberty State Park and other special events. Whenever practical, the Parking Authority will provide at least two (2) hours prior notice to employees who are to work overtime.
- C. Overtime shall not be mandatory, unless an emergent condition exists, as determined by the Executive Director.
- D. With the consent of the employee, overtime compensation may be given in the form of paid compensatory time off at the rate of one and one-half hours earned for each hour worked in excess of forty (40) hours in any week. Such paid compensatory time off shall be subject to the following conditions:

(1) Paid compensatory time off shall be accrued by the employee for use upon the employees' request, subject to the operational needs of the Parking Authority and provided that the employee's requested use of paid compensatory time will not unduly disrupt the operations of the Parking Authority.

(2) No employee may accrue more than 240 hours of paid compensatory time off.

(3) Upon termination of employment, employees shall be paid for all unused accrued compensatory time at a rate of compensation not less than (a) the average regular rate of pay received by the employee during the last three (3) years of employment, or (b) the final regular rate received by such employee, whichever is higher.

(4) The Parking Authority retains the right to buy back all or a portion of any employee's accrued paid compensatory time at the rate of pay received by the employee at the time of buy back. The Parking Authority retains the sole discretion to determine whether to buy back paid compensatory time, the amount of paid compensatory time to buy back and the employee from whom paid compensatory time will be purchased.

- E. For purposes of this Article a "week" is defined as a calendar week; that is, a seven day period commencing on Sunday and ending the following Saturday.
- F. Entitlement to overtime compensation shall be based only upon time actually worked. Accordingly, time for which an employee is excused from duty or absent from duty, regardless of whether such time is paid or unpaid (e.g., sick leave, vacation, bereavement leave), shall not be counted as time worked for

purposes of determining entitlement to overtime compensation, except in case of holidays, in which case the employee will be deemed to have worked one (1) hour for each hour of regular holiday pay received.

- G. In the event that the City requests assistance for special events, which require an employee to work on a day he or she would not normally have worked, the employee will receive double time for the hours worked on that day.

ARTICLE XVIII

INVOLUNTARY RESIGNATION

- A. If an employee is absent from work for a period exceeding five (5) scheduled workdays without notification to the Parking Authority, the employee shall be deemed to have involuntarily resigned his or her employment.

- B. If an employee is absent from work for a period exceeding five (5) scheduled workdays after the expiration of any authorized leave, the employee shall be deemed to have involuntarily resigned his or her employment.

ARTICLE XIX
SCOPE OF NEGOTIATIONS

- A. The Parking Authority and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of collective negotiations and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. The Parking Authority and the Union recognize and agree that certain subjects and circumstances may arise in the term of the Agreement which require the parties to meet and discuss the impact and effect upon Union members. These subjects will be kept to a minimum and cannot alter the terms and conditions of the Agreement except by mutual consent.
- C. This Agreement constitutes the sole and exclusive source of employee wages and benefits and all employee benefits not expressly enumerated herein shall become null and void as of the effective date of this Agreement and shall be discontinued.

ARTICLE XX
SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. To the extent any clauses shall be determined to be in violation of law, such clause or clauses shall be deemed void without the impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE XXI
ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Parking Authority and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties.

ARTICLE XXI
UNIFORMS

- A. The Parking Authority may require its' employees to wear uniforms at such times and under such conditions as the Parking Authority deems appropriate

- B. The Parking Authority shall supply uniforms, at its' own expense, to any employee who the Parking Authority requires to wear a uniform. Employees required to wear uniforms shall also receive an annual maintenance stipend of (\$125.00)

ARTICLE XXIII
TERM OF AGREEMENT

This Agreement shall be in effect for the period beginning October 1, 2005 and ending December 31, 2008, at which time the Agreement shall expire unless an extension is agreed to in writing by the parties to the expiration date.

If either party wishes to terminate, amend or otherwise modify the terms of this Agreement at the time of expiration, the party must notify the other in writing not less than ninety (90) days prior to the expiration date.

This Agreement shall be subject to ratification by the Board of Commissioners of the Parking Authority.

IN WITNESS WHEREOF, the Union and Parking Authority have executed this Agreement on the _____ day of _____, _____.

**Parking Authority of the
City of Jersey City**

**United Industrial Workers
of North America**

BY: _____

BY _____

Kathleen A. Hunt, Representative

John Damico, Chief Shop Steward

Susan Sharpe, Asst. Shop Steward

ADDENDUM 1

There shall be a one-time Christmas Bonus payment of \$100.00 to all full-time employees of the Parking Authority covered by this Agreement payable prior to December 16, 2005.