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NOT CIRCULATE

AGREEMENT

Between

CITY OF JERSEY CITY,
HUDSON COUNTY, NEW JERSEY

and

JERSEY-CITY SUPERVISORS ASSOCIATION

January 1, 1976 through December 31, 1977

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PREAMBLE

This Agreement is entered into by the CITY OF JERSEY CITY, hereinafter referred to as the "City", and the JERSEY CITY SUPERVISOR'S ASSOCIATION, hereinafter referred to as the "Union", by reason of the fact that the parties have as their purpose the promotion of harmonious relationships between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, for all employees as described in Article I, Recognition of this Agreement.

ARTICLE I
RECOGNITION

A. The City of Jersey City hereby recognizes the Union as the exclusive representative for purposes of collective negotiations of all supervisory personnel employed by the City of Jersey City.

B. This unit presently excludes the following:

1. Department Directors
2. Administrative Secretaries, or in the absence thereof, the Administrative Clerk for each Department.
3. All Division Directors.
4. The Budget Director
5. All employees of the Office of the Mayor.
6. The City Controller/Assistant Municipal Treasurer.
7. The Payroll Supervisor.
8. Management Analyst Staff.
9. Senior and Principal Personnel Technicians.
10. All professional employees in the Department of Law.
11. All uniformed employees of the Departments of Police, and Fire and Safety Services

ARTICLE II

DUES DEDUCTIONS

A. The City hereby agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A., R.S. 52:14-15. 9(e), as amended. Said monies, together with records of any corrections, shall be submitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.

B. 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 written notice prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization form" and deliver the signed forms to the City Controller. 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.

D. Within thirty (30) days of the effective date of appropriate legislation which would permit the City to agree to an Agency Shop Provision, the parties mutually agree to implement such a provision in accordance with the legislation. The City will deduct a monthly fee from the paycheck of all members of the bargaining unit equivalent to the monthly membership dues checkoff and submit to the

ARTICLE II continued:

Union a check for the total amount of monies so deducted on a monthly basis.

A. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

B. The regular work week shall consist of not more than forty (40) hours, five (5) consecutive days, Monday through Friday inclusive, effective September 7, 1976. In the event the City is unsuccessful in implementing the forty (40) hour work week with the non-supervisory employees, then the affected supervisors shall revert to the thirty-five (35) hour week as well. In the further event of any "back-pay award" resulting from implementation of the forty (40) hour week, such award shall apply to affected supervisors as well.

C. Except for emergency situations designated by the Department Director or in his absence, his designee, work schedules shall not be changed unless the Union is notified of such changes in writing, at least fourteen (14) days in advance.

D. The regular work week for recreational employees covered by this contract shall consist of not more than thirty five (35) hours.

ARTICLE IV

OVERTIME

A. Time and one-half the employee's regular hourly rate of pay shall be paid for work under the following conditions:

1. All work performed in excess of the employee's regularly scheduled work day of eight (8) hours as designated in Article III of this Agreement.

2. All work performed on Saturday.

3. All work beyond thirty five (35) hours for recreational employees as set forth in Article III above.

B. Double time shall be paid for work under the following conditions:

1. For all work performed on Sundays.

2. For all snow removal work.

C. Triple time the employee's hourly rate of pay shall be paid for work under the following conditions:

1. All work performed on holidays.

D. Employees recalled for snow removal work shall be guaranteed a minimum of four (4) hours pay at the premium rate set forth in Paragraph B above.

E. Any abuse of the granting of overtime shall be subject to the grievance procedure.

F. A record of overtime hours worked by each employee shall be accessible to Union representatives at reasonable times.

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

H. Any employee who is called back into work during periods other than his regularly scheduled work shift shall be paid at the appropriate premium rate for such work and be guaranteed not less than four (4) hours pay.

1. It is agreed that no employee will be required to be on standby.

ARTIC' E V

MEAL PERIODS

A. All full time employees shall be granted a lunch period of one (1) hour during each working shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

ARTICLE VI

HOLIDAYS

A. The following thirteen (13) days shall be recognized as paid holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. General Election Day (November)
10. Veterans Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. 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. The City may, at its option, grant such additional holidays as it deems in the public interest.

SICK LEAVE

A. Permanent employees shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to end of first calendar year	One (1) working day for each month
Each calendar year thereafter	Fifteen (15) working days

Sick days not taken by employees in any year shall accumulate from year to year.

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

Up to end of first calendar year	One (1) working day for each month (not to exceed ten (10) work days)
Each calendar year thereafter	Ten (10) working days

C. Sick leave shall be pro-rated for part-time employees and for those employees who resign before the end of the calendar year. Those employees who retire at any time during the calendar year shall be entitled to a pro-rated amount of sick leave for that year.

D. Upon retirement an employee shall be entitled to a lump sum terminal leave payment equal to sixty per cent (60%) of his accrued sick leave, computed on the basis of the employee's salary at retirement. In the event an employee has suffered a bona fide illness resulting in ex-

ARTICLE VII continued:

tended use of sick leave, said employee shall receive
not less than fifty days of terminal leave pay.

ARTICLE VIII

BEREAVEMENT LEAVE

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

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

C. An employee shall also be entitled to one day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself or his spouse.

ARTICLE IX

MILITARY LEAVE

A. All employees shall be provided with military leave in accordance with State Statutes.

ARTICLE X

LEAVES OF ABSENCE

A. A leave of absence without pay for up to six (6) months may be granted for good cause to any employee who has been employed for a period of ninety (90) days. Said leave shall be granted at the discretion of the City. Said leave may be extended for up to an additional six (6) months. Said leave shall not be unreasonably or arbitrarily denied.

B. Each employee in the bargaining unit shall be entitled to three (3) personal business days per annum which shall be utilized in accordance with current practice.

ARTICLE XI

VACATIONS

A. All employees shall be entitled to the following vacation:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to end of first calendar year	One (1) working day for each month
1 through 5 years	17 working days
6 through 10 years	20 working days
11th through 15th year	25 working days
over 15 years	30 working days

Part-time employees shall receive a pro-rata amount of the above schedule.

B. Vacation time requested shall not be arbitrarily or unreasonably withheld.

C. Vacation time not granted employees when requested by the employee shall accumulate, but must be granted and taken during the next following year.

D. All permanent employees who are laid off must use all accumulated vacation leave prior to the effective date of lay-off. The effective date of lay-off shall not conflict with the amount of time the employee has accrued. Retirees may use all vacation prior to retirement or may opt to receive a lump sum payment in lieu thereof.

E. Vacation allowance shall be granted for the entire calendar year of retirement.

ARTICLE XII

DISCIPLINE

A. Disciplinary action or measures shall include only the following:

1. Written reprimand (notice to be given in writing to the employee and the Union).

2. Suspension (notice to be given in writing to the employee and the Union).

3. Discharge (notice to be given in writing to the employee and the Union).

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

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

ARTICLE XIII

DISCHARGE

A. The City of Jersey City shall not discharge any employee without just cause. Except where violence and/or the health or safety of other employees may be involved, the City of Jersey City shall give the Union ~~five~~ (5) working days notice of the intention to discharge an employee. During such five (5) days the two sides shall meet to try and resolve the case. If discharge takes place, the Union and the individual will be given a written reason for the discharge and the grievance procedure may be invoked.

B. The Union shall have the right to take up discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with that procedure including arbitration.

ARTICLE XIV

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 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 terms and conditions of this Agreement.

C. Steps of the Grievance Procedure

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

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within thirty (30) days of the discovery of the

grievance, but in no event more than ninety (90) days after the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within the said thirty (30) or ninety (90) days shall be deemed to constitute an abandonment of the grievance.

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

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing, signed by the aggrieved, and filed with the Department Director, or his designee, within five (5) days following the determination by the immediate Supervisor.

(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 receipt of the grievance, or the holding of the conference in the event such conference is held.

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 matter may be submitted to the Business Administrator of the City of Jersey City.

(b) In the event either party deems it valuable a meeting shall be held between the Business Administrator 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.

Step Four - Arbitration:

(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.

(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.

(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.

(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.

(c) The decision shall be final and binding on both 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. Any disciplinary grievance which may result in a loss of pay to an employee shall be instituted at the third step of the grievance procedure.

ARTICLE XV

NO-STRIKE PLEDGE

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

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 either party.

ARTICLE XVI

PENSIONS

A. Employees shall receive pensions and retirement pursuant to provisions of State Law and local ordinance.

B. For purpose of this Agreement, any employee who dies and prior to his death was eligible for retirement shall be considered a retired employee and the estate of the deceased shall receive the following:

1. All accumulated compensatory time.
2. Terminal leave in accordance with this Agreement.
3. All accumulated vacation time including full vacation allowance for the year of death.

ARTICLE XVII

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 day, seniority shall thereafter be determined on the basis of the alphabetical order of their surname.

C. Recall for overtime shall be made in accordance with a seniority list to be established.

D. Demotions and layoffs shall be made in accordance with inverse seniority in title.

E. Scheduling of vacations shall be done in accordance with seniority and the needs of the City.

F. Transfers shall be made in accordance with the highest seniority among employees qualified and desirous of receiving the transfer. If there are no volunteers then the least senior qualified employee shall be transferred.

G. Promotional Opportunities:

1. The term promotion means the advancement of an employee to a higher title or the reassignment of an employee to a higher paying position within the bargaining unit.

2. Whenever a promotion as defined above is to be made by a provisional appointment, a notice of such opening shall be posted by the time clocks at the time clocks for a period of not less than ten (10) working days.

The notice shall state the job classifications, the range of pay and the nature of the job requirements in order to qualify.

3. The City shall fill such provisional appointments from among the applicants who satisfactorily fulfill the job requirements. The words "satisfactorily fulfill" refer to the objective specifications set forth for the job. In the event more than one (1) applicant has satisfactorily met the requirements of the job as defined above, then the position shall be filled by selecting the applicant with the greatest seniority.

4. The Employer shall notify the Union of all such appointments within ten (10) days of the appointment, and in addition shall permit the Union President access at least once per month, to records in the Personnel Office showing any title changes within the unit.

5. Applicants appointed in accordance with this section shall undergo a thirty (30) days trial period, after which the employee shall not be removed from his position except in accordance with the disciplinary provisions of this Agreement or Paragraph D of this Article. In the event an employee is removed during this trial period he shall be returned to his former position.

ARTICLE XVIII

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself 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; except that 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 specific and express terms of this Agreement.

ARTICLE XVIII-A

EMPLOYEE RIGHTS

A. Nothing herein shall alter or deprive any employee rights guaranteed him by Federal or State Laws and all rights enumerated herein.

ARTICLE XIX

UNION RIGHTS

A. The City of Jersey City shall recognize and deal with those Union representatives and Grievance Committee members designated by the Union through its internal processes in each department and division of employment. The said Grievance Committee shall not exceed five (5) members at Step three of the Grievance Procedure.

B. 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. The amount of time off for each employee shall not exceed a total of ten (10) work days in any one calendar year.

C. The President of the Union, or his designee, although his primary obligation shall be to his job, shall be released from his normal duties to pursue Union business on behalf of members of the bargaining unit whenever necessary provided no undue interference with City operations results therefrom. In addition to convention leave provided elsewhere in this Article the President shall be granted time off, with pay, to attend official Union conventions and sufficient travel time in connection therewith.

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.

ARTICLE XIX continued:

E. When the parties mutually determine that a negotiations 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.

ARTICLE XX

SAFETY AND HEALTH

A. Whenever practicable, the Employer at its expense shall at all times maintain safe and healthful working conditions.

ARTICLE XXI

NON-DISCRIMINATION

A. The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union office, membership or activities.

ARTICLE XXII

BULLETIN BOARDS

A. Bulletin boards will be allowed by the City of Jersey City at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The City of Jersey City shall have the right to determine the location and size of the said bulletin board, but the entire cost shall be borne by the Union.

INSURANCE

A. Hospitalization

Employees shall receive fully paid Blue Cross/Blue Shield with Rider "J" and major medical to cover themselves and their dependents.

B. Life Insurance

The City will provide for life insurance in the amount of Six Thousand (\$6,000.00) Dollars and accidental death and dismemberment insurance in the amount of Twelve Thousand (\$12,000.00) Dollars for each employee in recognition of supervisory responsibilities.

C. The City in accordance with Municipal Ordinance will provide Blue Cross and Blue Shield for retired employees who have at the time of retirement reached age sixty (60) and have accumulated twenty-five (25) years of service with the City.

D. The City shall provide insurance coverage on employees and their personal vehicles when said vehicles are used in the performance of their duties and this shall include liability and collision coverage. Should the employee not have collision coverage, the City will assume coverage to a maximum of \$4,000.00. Should the employee have liability or collision coverage, the City will pay the difference in premium for each of such coverages. The employee shall obtain from the employee's insurance carrier the difference in premium and present the same to the City.

ARTICLE XXIII continued:

E. 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.

F. Effective July 1, 1977 the City shall provide up to \$240 per annum per employee to purchase dental insurance or service for the employee and his family. The specific terms of the insurance or service to be provided shall be mutually worked out by the parties prior to the July 1, 1977 effective date. During the 1977 calendar year, it is understood that the City's liability shall not exceed \$120 per employee.

ARTICLE XV V

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

JANUARY 1, 1977
\$800.00

B. Any employee who surpasses maximum as a result of the 1977 increase shall have their labor grade increased to encompass the raise.

C. All employees are eligible for longevity in accordance with the following schedule:

Five (5) years of service	\$ 200.00
Ten (10) years of service	400.00
Fifteen (15) years of service	600.00
Twenty (20) years of service	800.00
Twenty-five (25) years of service	1,000.00

D. Merit raises for employees within this bargaining unit shall be subject to approval of the President of the Union prior to their being granted.

ARTICLE XXV

WORKING CONDITIONS

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. Any proposed new rules or changes in existing rules affecting terms and conditions of employment as set forth above shall be negotiated prior to implementation with the union.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

A. 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 XXVII

SEPARABILITY AND SAVINGS

A. Should any provision of this Agreement be found to be in violation of State Law or found to be unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific provision of the Agreement affected by the decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated provision if said provision provides an economic benefit to the employees.

ARTICLE XXVIII

MISCELLANEOUS

A. The representatives of the City of Jersey City and the Union may by mutual consent adopt written memorandum covering in more specific terms the interpretation or application of this Agreement. Such memorandum shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.

B. Any provision of this Agreement may be changed, supplemented or altered provided both parties mutually agree to so do.

C. The benefits provided for in this Agreement shall accrue only to those employees in the employ of the City on the date that this document is executed. Such benefits will also accrue to those employees hired after the date of signing of this document.

D. Snow Removal Work, whether on regular time or overtime, shall not be assigned to non-supervisory employees for the performance of supervisory duties, unless there is insufficient supervisory manpower to perform the task. It is understood, however, that the overriding obligation of both parties is to complete the snow removal work with manpower utilization determined in the best interests of fulfilling that obligation subject to the terms set forth in this section.

ARTICLE XXIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1976, and shall remain in effect to and including December 31, 1977 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) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey, on this 6th day of October 1976.

JERSEY CITY SUPERVISORS ASSOCIATION

CITY OF JERSEY CITY,
HUDSON COUNTY, NEW JERSEY

BY *William J. ...*

BY *[Signature]*

WITNESS:

Isabel J. ...

WITNESS:

[Signature]