

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

City Clerk File No. Res. 13-350

Agenda No. 10.Z.2

Approved: MAY 08 2013

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY SUPERVISORS ASSOCIATION**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :**

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Supervisors Association; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from July 1, 2011 through December 31, 2014; and

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Jersey City Supervisors Association, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK  
5/1/13

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.8.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

10.2.2.  
13-350

**INTER**

**MEMO**

**OFFICE**

**Department of Administration  
Division of Management & Budget**

**Date:** May 2, 2013  
**To:** Peter Brennan, President, Municipal Council  
Members of the Municipal Council  
**From:** Robert J. Kakoleski, Assistant Business Administrator  
Terri Keller, Assistant Corporation Counsel  
**Subject:** Jersey City Supervisors Association "Memorandum of Understanding"  
(July 1, 2011 – December 31, 2014)

Attached is a MOU with the Jersey City Supervisors Association for a new three and half (3 ½) year contract beginning July 1, 2011 and ending December 31, 2014. This deal was reached after 18 plus months of negotiations between the Administration and the Union. The following is a summary of the economic and related items included in this package:

1. **Contractual Changes for employees hired after July 1, 2013:**
  - No longevity pay
  - Upon retirement, maximum payout of all unused sick, vacation, personal, compensatory and any other days earned will be capped at \$15,000
2. **Contractual Changes for employees hired prior to July 1, 2003:**
  - Effective 1/1/14, increased longevity pay steps:
    - o After 5 yrs – from \$200 to \$250
    - o After 10 yrs – from \$400 to \$500
    - o After 15 yrs – from \$600 to \$750
    - o After 20 yrs – from \$800 to \$1,000
    - o After 25 yrs – from \$1,000 to \$1,250
    - o After 30 yrs – from \$1,200 to \$1,500
3. **Increase in Prescription Co-Pays/Optical Change:**
  - Effective 6/1/13 Brand Drugs increase from \$20 to \$22 (no change in generic - \$2)
  - Effective 1/1/14 Brand Drugs increase from \$20 to \$23 (no change in generic - \$2)
  - Mail Order (90 day supply) will be 2.0x the cost of a 30-day supply.
  - Retiree "out of pocket" expenses will increase from \$1,082 per year to \$1,355 and will mirror the State Health Benefits Plan moving forward.
  - Increased optical benefit from \$100 to \$125 per eligible member

4. **Human Growth Hormone (HGH):**

The City will not cover prescriptions written for the purposes to enhance normal functions or "Fountain of Youth" purposes, anti-aging, memory enhancing or improvement of athletic performance unless there is a medical necessity.

5. **Salary Increases:**

July 1, 2011 – December 31, 2011	\$0
January 1, 2012 – March 31, 2012	\$0
April 1, 2012 - December 31, 2012	\$1,350
January 1, 2013 - December 31, 2013	\$1,400
January 1, 2014 - December 31, 2014	\$1,500

If you have any questions or need additional on this contract, please give me a call.

c: Jack Kelly, Business Administrator  
Rosemary McFadden, Mayor's Chief of Staff  
William Matsikoudis, Corporation Counsel  
file

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE JERSEY CITY SUPERVISORS ASSOCIATION  
AND  
THE CITY OF JERSEY CITY

Article 4: Union Rights

B. Add following - "...the President *and one other member of Executive Board* shall be granted time off with pay to attend official Union convention...". Last sentence added - "*Union president must notify the Business Administrator in writing of his/her intent to attend Union Conventions.*"

Article 5: Retirement and Terminal-Leave

Paragraph B "employee has the option to receive lump sum *or up to three installment payments.*"

New Paragraph G. - "Employees hired on or after 7/1/13, shall be paid upon retirement a maximum of \$15,000 for unused vacation, sick, personal, compensatory and any other contractual days earned."

Article 9: Management Rights

Paragraph C - "Employees shall be suspended immediately when in violation of N.J.A.C. 4A:2-2.5(a)2 (a)-(e)." Union must be notified immediately by the Department director or his designee where suspended employee works.

Article 10: Bereavement Leave

B. Add "Grandparent In-Law"

Article 14: Work Hours and Overtime

Paragraph C. Add jury duty for purposes of "hours worked."

Paragraph D. Shift Differential - DELETE Paragraph 1.

\*Overtime (Articles 14 and 32) must be re-defined in accordance with the AR-2011-995

Article 15: Holidays

Paragraph A #1 - add "*except for employees working shift schedule.*"

Paragraph D - add "*comp days to be reported to payroll and to appear separately on employee paycheck and accrue without limit.*"

Paragraph E. "Employees scheduled to work holidays per their regularly scheduled shift shall not have to adhere to the policy of working the day before or after a holiday.

Article 26: Insurance, Health and Welfare

1. Prescription Co-Pay from \$2/\$20 to:  
\$2/\$22 - June 1, 2013  
\$2/\$23 - January 1, 2014

2x mail order (90 day supply is 2 times the amount of a 30 day supply)  
Using the above prescription amounts for example:

90 day supply in 2013=\$4/\$44; and in 2014 \$4/\$46  
(\$4.00 replaces former cost of \$4.50)

Mail Order Prescriptions that cost over \$1000:

\$1000-\$1999 co-pay \$50.00  
\$2000-\$2999 co-pay \$100.00  
Over \$3000 co-pay \$150.00

2. HGH to enhance normal functions or "fountain of youth" purposes, such as anti-aging, the improvement of athletic performance, or memory enhancement are excluded from coverage, unless medically necessary.
  3. Employees who retire on or after 7/1/13 shall have an annual maximum out-of-pocket cap of \$1,355 (current SHBP max) per person for prescription drug co-payments. The maximum will automatically increase as the SHBP increases
- G. Optical reimbursement to increase to \$125.00 effective 1/1/13

Article 27: Wages

*Effective July 1, 2011 – December 31, 2011 - \$0.00*

*Effective January 1, 2012 – March 31, 2012 - \$0.00*

*Effective April 1, 2012 - December 31, 2012 - \$1350.00*

*Effective January 1, 2013 - December 31, 2013 - \$1400.00*

*Effective January 1, 2014 - December 31, 2014 - \$1500.00*

\*Salary for 2012 is retroactive to April 1, 2012.

Article 28: Longevity

Effective 1/1/14, the following longevity amount shall be added to base salary:

After five (5) years of service	\$250
After ten (10) years of service	\$500
After fifteen (15) years of service	\$750
After twenty (20) years of service	\$1,000
After twenty-five (25) years of service	\$1,250
After thirty (30) years of service	\$1,500

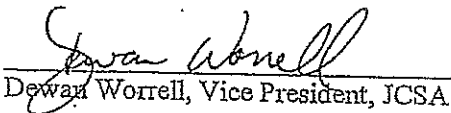
Add "D" – Employees hired on or after 7/1/13 shall no longer receive longevity.

Dated May 2, 2013

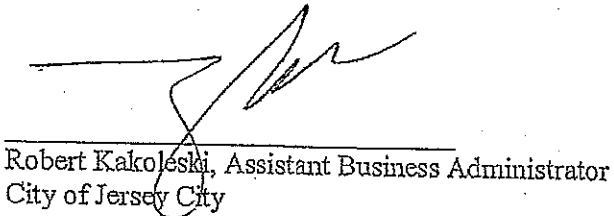
By:



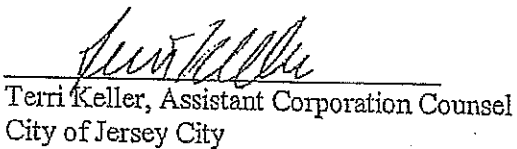
Paul Tamburelli, President, JCSA



Dewan Worrell, Vice President, JCSA



Robert Kakoleski, Assistant Business Administrator  
City of Jersey City



Terri Keller, Assistant Corporation Counsel  
City of Jersey City

**AGREEMENT**  
**BETWEEN**  
**CITY OF JERSEY CITY**  
**-and-**  
**JERSEY CITY**  
**SUPERVISORS' ASSOCIATION**

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**July 1 2011 through December 31, 2014**

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## **PREAMBLE**

**THIS AGREEMENT** entered into as of this 2<sup>nd</sup> day of, **May 2013**, by and between the City of Jersey City, in the County of Hudson, State of New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter called the "City"), and Jersey City Supervisors' Association, (hereinafter called the "Union"), represents the complete final understanding on all bargainable issues.

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

**NOW, THEREFORE**, it is agreed as follows:

### **ARTICLE 1 RECOGNITION**

- A. The City hereby recognizes the Union as the exclusive representative for purposes of collective negotiations for all supervisory personnel employed by the City regarding the establishment of salaries, wages hours, and other conditions of employment.
- B. Included in this unit are all employees below the level of Director, but above the level of first line supervisors, formerly known as "Foreman", and/or Supervising Clerk. A specific list of titles which have been agreed upon appears as Appendix A to this Agreement.
- C. This contract applies only to employees who are agreed to be in titles within this unit. Any employees whose titles are in dispute will be resolved either voluntarily or by PERC.
- D. Excluded from the unit are:
  - 1. Department and Division Directors.
  - 2. Professional employees of the Law Department
  - 3. Uniformed employees of the Department of Public Safety.
  - 4. All other employees statutorily excluded by the law.

### **ARTICLE 2 MAINTENANCE OF STANDARDS**

- A. All conditions of employment contained in this Agreement relating to wages, hours of employment and general working conditions presently in effect for employees included in this bargaining unit shall be maintained at not less than the standards now in effect, and the conditions for modification are made in the Agreement.
- B. Proposed new rules or modification of existing rules governing working conditions as stated above, shall be negotiated with the Union before they are established.

**ARTICLE 3  
INCENTIVE SYSTEMS**

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

**ARTICLE 4  
UNION RIGHTS**

- A. The 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 Grievance Committee shall not exceed three (3) members at Step Three of the grievance procedure.
- B. The President of the Union or his designee, although his primary obligation shall be to his job, shall be given reasonable time off from his normal duties to pursue Union business on behalf of members of the bargaining unit. In addition to convention leave provided elsewhere in this Article, the President and one other member of the Executive Board shall be granted time off with pay to attend official Union Conventions and sufficient travel time in connection therewith. Union president must notify Business Administrator in writing of his/her intent to attend Union Conventions.
- C. Two (2) members of the Union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public employees. Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work.
- D. When the parties mutually determine that a negotiation session shall be scheduled during the work day, authorized Union negotiating committee members, not to exceed five (5), shall be excused from their normal duties and shall suffer no loss of regular pay.

**ARTICLE 5  
RETIREMENT AND TERMINAL LEAVE**

- A. Employees shall retain all pension rights under the Ordinances of the City of Jersey City and the laws of the State of New Jersey.
- B. Members of the bargaining unit who retire on a currently paid or deferred pension under the Employees Retirement System of Jersey City (ERS) or the Public Employees Retirement System (PERS) shall receive a mandatory lump sum cash payment in lieu of time off for unused vacation time, unused sick time and unused personal time in accordance with the conditions set forth below. Employee has the option to receive lump sum or up to three installment payments.

1. Except as set forth below, beginning on the date of execution of this Agreement, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave. Employees hired by the City into this bargaining Unit on or after March 1, 1992 shall be entitled to a maximum of eighty percent (80%) of thirty (30) sick days, provided that any employee demoted or transferred from other City bargaining units on or after March 1, 1992 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 terminal leave benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.
  2. In the event an employee suffers a bona fide long-term illness, and has attained ten (10) years of service in the employ of the City prior to incurring such illness, he may apply to the review committee to restore up to thirty (30) days of sick leave used thereby, if the illness takes place within the two (2) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. The Committee shall consider the length and merit of service in reaching a decision. If the committee members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and his decision shall be binding. Long term "bona fide" illness shall mean only those illnesses or injuries that result in use of forty-five (45) consecutive sick days.
- C. In the event an employee eligible for retirement dies prior to such retirement, terminal leave benefits as set forth above shall be paid to the estate of the employee.
- D. In the event of death, all unused sick time, for the year of death only, shall be prorated, inclusive through the month of death, and shall be paid to the estate for an employee not eligible for retirement.
- E. All vacation time not granted an employee shall be paid to the estate in the event of his death, to include vacation time for the year of his death.
- F. In the event a bargaining unit member with at least fifteen (15) years of continuous service with the City passes away prior to eligibility for retirement, their estate shall receive a terminal leave benefit equal to fifty (50%) percent of that set forth in paragraph B1 above.
- G. Employees hired on or after 7/1/13, shall be paid upon retirement a maximum of \$15,000 for unused vacation, sick, personal, compensatory and any other contractual days earned.

**ARTICLE 6  
NON-DISCRIMINATION**

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

**ARTICLE 7  
LEAVE OF ABSENCE**

- A. The City, in its sole and exclusive discretion, may grant the privilege of an unpaid leave of absence for good cause to 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, setting forth (1) the reason for the leave of absence and (2) the reason for the length of time requested. A leave of absence shall not be granted in order for an employee to work at another job, except when the other job is within the Municipal Government of the City, including autonomous agencies. In the event an employee on leave of absence is found to be working at another job, the approval for the leave of absence shall be immediately revoked and the employee shall be subject to disciplinary action, up to and including discharge.
- B. Such leave of absence may be renewed for good cause for an additional period not to exceed six (6) months, upon the employee's written request, only by formal recommendation of the Division Head and approval of the appointing authority, in the sole and exclusive discretion of the City.
- C. A temporary employee may request a leave of absence without pay for a good cause for up to sixty (60) days. Such leave may be granted at the discretion of the City. No employee shall be granted such a leave unless they have served with the City for at least two (2) years.

**ARTICLE 8  
PERSONAL DAYS**

- A. Except as set forth below, each current employee in the bargaining unit shall be entitled to three (3) personal business days per year which shall accumulate for the next succeeding year only in accordance with the current practice for accumulating vacation.
- B. Employees hired into the bargaining unit must have one (1) year of service with the City in order to be eligible to begin accruing personal days.

**ARTICLE 9  
MANAGEMENT RIGHTS**

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of the State of New Jersey and of the United States, and the rules and regulations of the Civil Service Commission of New Jersey.
- C. Except in the most aggravated situations, the City agrees not to suspend employees on the spot, and, under usual circumstances, agrees to give the Union one (1) days' notice prior to the suspension of an employee. Except, "Employees shall be suspended immediately when in violation of N.J.A.C 4 A:2-2.5(a) 2(a)-(e)." Union must be notified immediately by the Department director or his designee where suspended employee works.

**ARTICLE 10  
BEREAVEMENT LEAVE**

- A. In the event of a death in the eligible employee's immediate family, the employee shall be entitled to time off with pay for a period of four (4) work days beginning from the date of death.
- B. Immediate family, for purposes of this Article, shall be defined as follows: husband, wife, mother, father, son, daughter, step son, step daughter, sister, brother, grandparent, grandparent-in-law, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law or daughter-in-law.
- C. An eligible employee shall also be entitled to one (1) day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself or his spouse, or any relative residing in the employee's Household, other than those relatives listed in paragraph B, above.
- D. Verification of the event shall be required.

**ARTICLE 11**  
**MILITARY LEAVE**

- A. The City hereby agrees to grant military leave to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal and State law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.
- C. In the event an employee is called to federal active duty, after the requirements of N.J.S.A. 38:23-1 or N.J.S.A. 38A:4-4 are met, the employee shall receive the difference in pay between his/her military pay and his/her regular pay for up to one hundred eighty (180) days. The City may, at its option, extend the one hundred eighty (180) day limit.

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

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

**ARTICLE 13**  
**DUES CHECK-OFF REPRESENTATION FEE**

- A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit upon receipt of signed Union cards, the same to be deemed authorization to deduct dues once a month, and shall remit the dues deducted to the Treasurer of the Union monthly.
- B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of dues monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15<sup>th</sup>) day of each month following pay period in which the deductions were made.
- C. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City a copy of the resolution adopted by the Executive Board for the said increase in dues prior to the effective date of any such change.

- D. The Union will provide a copy of the signed membership card for each of its members which will be accepted as "check-off" authorization. The cards are to be delivered to the Payroll Supervisor. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.
- E. The City will provide the Union, prior to January 1<sup>st</sup> and July 1<sup>st</sup> of each year, a list of any employees requesting the termination of dues check-off.

F. Representation Fee:

1. Purpose of Fee

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

2. Amount of Fee

- (a) Notification. Prior to the beginning of each membership year, the Union will notify the City, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.
- (b) Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee.

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

- (b) Payroll Deduction Schedule. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee who chooses not to become a member of the Union during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.
- (c) Termination of Employment. If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
- (d) Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership dues to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- (e) Changes. The Union will notify the City in writing of changes in the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City receives said notice.
- (f) New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. This list shall be in addition to the requirements of Paragraph 3a above.

4. Indemnification.

The Union, in exchange for implementation of the 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 the Agency Shop provision.



**ARTICLE 14**  
**WORK HOURS AND OVERTIME**

A. Work Hours.

1. For all full-time blue collar employees, the regular work week shall consist of not more than forty (40) hours in any five (5) days, thirty-five (35) working hours and one (1) lunch period per day. All full time white collar employees shall have a work week of thirty-seven and one-half (37½) hours in any five (5) days, thirty-two and one-half (32½) working hours and one (1) one hour lunch period per day. All employees shall have two 15 minute coffee breaks per day, one in the morning and one in the afternoon but shall not be combined, carried over from day to day or used for any other purpose or consideration such as lateness, leaving early or otherwise. The time for the coffee breaks shall be determined and assigned by management and shall be subject to being changed at management's discretion.
2. The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive work days.
3. Notwithstanding anything contained in this Agreement to the contrary, the following section shall apply to all those hired by the City into this bargaining unit after March 1, 1992, unless any employee was demoted or transferred from another City bargaining unit after November 26, 1991:

The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday. The City reserves the right to place employees hired after January 1, 1982 on a schedule of any five (5) consecutive work days. The City further reserves the right to "place blue collar employees hired after March 1, 1992 on a schedule of any eight (8) consecutive hours in the workday, and to place white collar employees hired after March 1, 1992 on a schedule of any seven and one-half (7 ½) consecutive hours in the workday. If the City is unable to fulfill its operational and staffing requirements within a given title with employees that were hired after March 1, 1992, additional employees within the required title will be assigned by the City in accordance with the following procedure:

- (a) Employees holding the required title or job skills needed to perform the required work will be asked to volunteer for the altered work schedule and those employees that volunteer will be assigned in order of seniority.
- (b) If the needed number of employees to be assigned to the altered work schedule exceeds the required amount from the request for volunteers, the City will assign

those employees holding the required job title or job skill needed to perform the work based upon seniority.

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

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

B. Housing Code Enforcement Unit Employees.

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

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

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

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

C. Overtime.

1. Employees who are authorized to work in excess of their regularly scheduled work week shall receive straight time for all hours worked up to and including forty (40) hours worked. Any hours worked beyond forty (40) shall be compensated at time and one-half, except Sunday which will be paid at double time (2x).

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

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

2. Any employee who is required to work on a holiday shall receive triple time regardless of whether the forty (40) hour threshold is reached.
3. Employees who are required to work overtime for snow removal duty shall be compensated at double time for such duty regardless of whether the forty (40) hour threshold is reached.
4. Employees who are recalled on emergency work shall receive a minimum guarantee of for (4) hours at the appropriate overtime rate, provided, however, that the City shall have the right to retain the employee for the four (4) hours. If the City, in its sole and exclusive discretion permits the recalled employee to return home prior to the expiration of the four (4) hour period, that employee shall not qualify for an additional four (4) hours of recall pay in the event another emergency call is received within the initial four (4) hour period which necessitates that employee's return to duty to attend to the emergency. An employee who receives an emergency call at the end of his/her tour of duty shall not delay in responding to the call in order to qualify for recall pay. Employees who so delay shall be subject to disciplinary action.
5. Effective January 1, 1995, hourly rates will be determined by dividing the annual salary by 2088 hours for forty (40) hour employees, and 1957.5 hours for thirty-seven and one-half (37-1/2) hour employees.
6. Overtime shall be awarded based upon a rotating seniority list within each unit and qualifications to do the particular job.
7. There shall be no compensatory time given in lieu of work that can be considered overtime. '

8. The City shall distribute pay checks by 3:00 P.M. on pay day, barring any unusual circumstances.
9. The City will notify the Union prior to scheduling overtime whenever possible.
10. Except in exigent circumstances, the City agrees to pay for overtime within two (2) weeks.
11. All changes in overtime pursuant to this Agreement shall be effective with the pay period following the date of execution hereof.
12. The City hereby agrees that for all employees who are authorized to work beyond forty (40) hours in a work week, including work for attendance at training sessions and when an employee is authorized to testify on behalf of the City, the City shall compensate such employees with overtime pay in accordance with Articles 14 and 32. The City also agrees that under no circumstances shall the City compensate employees with tour exchanges or compensatory time off in lieu of overtime pay.

D. Shift Differential.

1. Effective January 1, 1997, employees who work on a shift that starts between 12:00 Noon and 5:00 A.M. shall receive a differential for each hour of their shift of sixty (\$.60) cents per hour. In order to qualify for the shift differential, the employee's shift must have started at a time between 12:00 Noon and 5:00 A.M. It is understood that employees whose shifts start at 5:01 A.M. through 11: 59 A.M. shall not receive shift differential for any hour of their shift.

**ARTICLE 15  
HOLIDAYS**

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

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

Each of the fourteen (14) Holidays shall be recognized as paid holidays for those employees who:

- (1) Actually work on their work days immediately preceding and following the Holiday;
- (2) Are on an approved Annual Leave or Personal Business Day, jury duty or bereavement leave on their work days immediately preceding and following the Holiday; or
- (3) Are on a paid sick day supported by a doctor's note, or
- (4) Any combination of 1, 2 & 3; or
- (5) Any other exceptions will result in a failure to be paid for the Holiday.

- B. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.
- C. Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.
- D. If an employee has a work week other than Monday through Friday and a holiday falls on the employee's regular day off the employee shall be entitled to a compensatory day in lieu of the holiday. Such compensatory day is to be scheduled with the agreement of management. Compensatory days to be reported to payroll and to appear separately on employee paycheck and shall accrue without limit.

- E. Employees scheduled to work holidays per their regularly scheduled shift shall not have to adhere to the policy of working the day before or after a holiday.

**ARTICLE 16  
HEALTH AND SAFETY**

- A. First Aid. The City will provide first aid equipment and necessary supplies in convenient and appropriate locations in all buildings and areas where employees are assigned to duty.
- B. Vehicle Safety Conditions.
  - 1. All vehicles and equipment shall conform to all safety conditions and State regulations. Said vehicles shall be in safe and operable condition. No employee shall operate any unsafe vehicle declared unsafe by the Director of Automotive Services or his qualified representative.
  - 2. It shall be the obligation of each employee to immediately report any damage or malfunction of the vehicle assigned to the employee to their immediate supervisor and/or the motor pool.
- C. Sanitary Conditions. The City shall provide and maintain sanitary conditions in all facilities, including toilets, areas of employment and designated eating areas.
- D. The City will make every effort to provide for the safety of its employees, and, at the discretion of the Department Director or his/her designee, will, where necessary, send two (2) employees into dangerous work situations.
- E. When outside temperatures reach extremes which make it dangerous to employees' health, employees shall be permitted to take a reasonable break for recuperative purposes at the discretion of the City.
- F. Subject to the conditions set forth below, in January of each year, each employee who is required to wear a uniform, or portion thereof, shall receive a clothing maintenance allowance of seventy-five dollars (\$75.00) per year, provided that the employee is on the payroll on January 1<sup>st</sup>, and during the preceding year the employee has not been on a leave of absence, extended sick leave, and/or sick no pay, absent no pay, or any combination thereof which exceeds in the aggregate ninety (90) work days. In the event that the ninety (90) day threshold has been exceeded, the amount of maintenance payable shall be pro-rated based upon each full month at which the employee has been at work during the preceding year. Statutory leave, or workers compensation leave shall not be counted as a disqualifying leave pursuant to the preceding sentence.

**ARTICLE 17  
SENIORITY**

- A. Seniority is defined as an employee's total length of service with the City beginning with his date of hire.
- B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of 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.

**ARTICLE 18  
CHANGES, SUPPLEMENTS OR ALTERATIONS**

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

**ARTICLE 19  
NO STRIKE PLEDGE**

- A. The union will not engage in and will actively discourage and take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the City.
- 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.

**ARTICLE 20**  
**NON-CONTRACTUAL GRIEVANCE PROCEDURE**

**A. Purpose**

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as an observer at any hearing on the individual's grievance.

**B. Definition**

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

**C. Steps of the Grievance Procedure**

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

**1. Step One**

- (a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the event being grieved by submitting the grievance in writing to the Department Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department 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 abandonment of the grievance.
- (b) A written grievance must include:
  - (1) The specific policy or administrative decision that have been violated;



- (2) The grievant(s);
  - (3) The remedy sought
- (c) The Department Director shall render a decision in writing within five (5) days after receipt of the grievance. Failure to respond within the allotted time by the City's representative shall be deemed a denial of the grievance.

**2. Step Two**

- (a) In the event the grievance has not been resolved at Step One, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the City Business Administrator. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.
- (b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later. The decision of the Business Administrator shall be final, as to this procedure, and shall not be subject to arbitration. The Union reserves whatever other rights of appeal it may have. Failure to respond within the allotted time by the City's representative shall be deemed a denial of the grievance.

**ARTICLE 21  
CONTRACTUAL GRIEVANCE PROCEDURE**

**A. Purpose**

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

**B. Definition**

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

## C. **Step 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 Department Director. An earnest effort shall be made to settle the difference between the aggrieved employee and the Department 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 abandonment of the grievance.
- (b) A written grievance must include:
  - (1) The specific contract provision(s) or past practices that have been violated;
  - (2) The grievant(s);
  - (3) The remedy sought.
- (c) The Department 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 has not been resolved at Step One, then within five (5) days following the determination of the Department Director or his designee, the grievant shall submit the grievance to the City Business Administrator. Failure by the grievant to act within the five (5) days shall be deemed to constitute an abandonment of the grievance.
- (b) In the event either party deems it valuable, a meeting shall be held between the Business Administrator or his designee and the grievant and his representative. A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance or the holding of the conference by the Business Administrator, whichever is later.

### 3. **Step Three**

- (a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the Public Employment Relations Commission

within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of the P.E.R.C. Failure to file the request for arbitration with P.E.R.C. within the ten (10) day period shall constitute an abandonment of the grievance.

- (b) No arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Business Administrator in the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Union shall pay all costs incurred by the City in processing the matter to arbitration.
- (c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.
- (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 Arbitrator's decision shall be final and binding on all parties.

**D. Miscellaneous Provisions**

1. The Union President or his authorized representative may report an impending grievance to the Department Director in an effort to forestall its occurrence.
2. The Union shall be a party to each and every grievance whether or not the grievant was a member or non-member of the Union
3. Failure to respond by the City's representative at any step of the grievance procedure shall be deemed a denial of the grievance.

**ARTICLE 22  
VACATIONS**

A. All permanent supervisory employees shall be entitled to the following vacations except as set forth below:

<b>Amount of Service</b>	<b>Vacation Days</b>
Up to the end of the 1 <sup>st</sup> calendar year	1 working day for each month
Next full calendar year of service	12 working days
2 to 5 years of service	17 working days
6 to 10 years of service	20 working days
11 to 15 years of service	25 working days
Starting with 16th year and thereafter	30 working days

The following vacation schedule shall apply to those hired into this unit on or after March 1, 1992, provided that any employee demoted or transferred from other City bargaining units on or after March 1, 1992, 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 vacation benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit:

<b>Amount of Service</b>	<b>Vacation Days</b>
Up to the end of 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 years of service	15 days
6 to 10 years of service	18 days
11 to 15 years of service	22 days
16 and greater years of service	25 days

B. The following vacation schedule shall apply to those hired into this unit after December 31, 1996, provided that any employee demoted or transferred from other City bargaining units after December 31, 1996, who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him/her and paid by the City prior to becoming a member of this bargaining unit.

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

<b>Amount of Service</b>	<b>Vacation Days</b>
Up to the end of the 1st calendar year	1 day/month

Next full calendar year	12 days
2 to 10 years of service	15 days
11 to 15 years of service	18 days
16 years and greater years of service	20 days

C. All temporary supervisory employees shall be entitled to the following vacation except as set forth below:

<b>Amount of Service</b>	<b>Vacation Days</b>
Up to the end of the 1 <sup>st</sup> calendar year	1 working day for each month
Next full calendar year of service	12 working days
Every year thereafter	17 working days

The following vacation schedule shall apply to temporary supervisors hired into this unit on or after March 1, 1992, provided that any employee demoted or transferred from other City bargaining units on or after March 1, 1992, 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 vacation benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit:

<b>Amount of Service</b>	<b>Vacation Days</b>
Up to the end of the 1 <sup>st</sup> calendar year	1 day/month
Next full calendar year	12 days
Every year thereafter	15 days

- D. Vacation time not granted employees shall accumulate for the next succeeding year only.
- E. 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.
- F. Effective January 1, 2003, in any calendar year, employees shall be entitled to use not more than five (5) working days of vacation as half vacation days.
- G. In a situation involving personal emergency or extenuating circumstances, an employee may request use of up to three (3) annual leave days on twenty four (24) hours notice, provided the employee submits credible, satisfactory substantiation of the personal emergency or extenuating circumstance upon submission of the leave request. If denied the employee, through the union, may appeal the denial to the Business Administrator, or his designee, within twenty four (24) hours of the denial notice.

- H. All descriptions of vacation time in 'Days' relates to the current daily work schedules of either 7.5 or 8.0 hour days as set forth in Article 14(A) above. It is understood that any alteration of the work day shall require a recalculation of vacation time.

**ARTICLE 23  
SICK LEAVE**

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

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

- B. Amount of Sick Leave

1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.
2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth above.
3. The City at the end of each calendar year shall notify the employee of the number of sick days the employee has remaining after deducting sick days used and determining the accumulation of same.
4. All temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment, not to exceed ten (10) work days, and then ten (10) working days for each calendar year thereafter.
5. Paragraphs 2 and 3 of this Section B shall apply to permanent and temporary employees.

- C. Reporting of Absence on Sick Leave

1. If any employee is absent for reasons that entitle him to sick leave, the employee's Division Director or his designee shall be notified by the employee within thirty (30) minutes after starting time. Failure to notify the Division Director or his/her designee within the timeline set forth herein shall be cause for denial of a paid sick day, and constitute cause for disciplinary action.
2. Absence without notice or absence without authorized leave for (5) consecutive days shall constitute a resignation.

3. An employee or his designee if the employee is unable to call, absent up to ten (10) consecutive days must call in every day. After the tenth (10) day, the employee is required to call in to their Division Director once a week on Monday, or Tuesday if Monday is a holiday.

D. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.
2. The appointing authority may require proof of illness of an employee on sick leave, notwithstanding the above cause for disciplinary action under the guidelines herein set forth. The City shall have the right to direct an employee on sick leave to its medical provider for physical examination.
3. Absence due to exposure to contagious disease shall be accepted only if the Department of Health has declared the employee exposed and proof of same shall be obtained by the City from the Department of Health. Only a note from a physician will serve to evidence that an employee has been exposed to a contagious disease within the meaning of Paragraph A, Section 2 above.
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.

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

F. Attendance Bonus

If an employee uses no sick time for the entire calendar year, he shall receive a two hundred dollar (\$200.00) bonus, payable in the first pay period of the succeeding year.

G. Disability Pool

Effective January 1, 2007, and for a one (1) year trial basis, the Union will establish disability pool program consistent with that of the Management Disability Pool Program.

**ARTICLE 24  
PROMOTIONAL ANNOUNCEMENTS**

- A. Notice of examinations for promotional jobs or promotions shall be posted on all bulletin boards, and a copy shall be forwarded to the Union President.
- B. Promotions shall be made in accordance with Civil Service Law.
- C. Examinations shall be conducted in accordance with Civil Service procedures.

**ARTICLE 25  
OUT-OF-TITLE WORK**

- A. **Temporary Appointments.** If an employee is assigned to fill an open position in an acting capacity pending a Civil Service examination, said employee shall serve a probationary period of thirty (30) days. At the conclusion of the thirty (30) day period, the employee shall receive either an increase Five 5% percent of the minimum of the title to which he or she is being assigned, or the minimum pay of the title to which they are 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 this previous title, they shall revert to the original salary.
- B. **Out-of-Title Work.** Where an employee is assigned to perform the duties of a higher , or 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. Effective January 1, 1987, this amount shall increase to \$7.50. In order to qualify for out-of-title pay, the employee's division director, or his or her designee, must assign and approve the higher title work prior to performance of such work.
- C. **Snow removal work,** whether on regular time or overtime, shall not be assigned to non-supervisory employees for the performance of supervisory duties, except in the event there is insufficient supervisory manpower to perform the task. It is recognized by both parties, however, that the overriding obligation of both parties is to complete snow removal work and the snow removal task with manpower utilization determined in the best interest of fulfilling that obligation subject to the terms set forth in this Section as to supervisory personnel.



**ARTICLE 26**  
**INSURANCE, HEALTH AND WELFARE**

- A. The City shall provide insurance coverage for its employees as set forth below:
1. Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan or one of the HMO Plans offered at the time of the effective date of this Agreement, at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than July 1, 2010.
- B. Effective January 1, 1987, the City shall provide life insurance in the amount of fifteen thousand (\$15,000.00) dollars, and accidental death and dismemberment insurance in the amount of twenty-five thousand (\$25,000.00) 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. The level of benefits provided by the City's Health Plan shall be substantially equivalent to those provided on the date immediately preceding the effective date of any change. The City reserves the right to change the carrier with whom it contracts to provide these services for its employees.
- D. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against said employees from such claims.
- E. Effective June 1, 2013, the City will provide a prescription drug plan for active employees with the following co-pays that apply on a per prescription basis:

Prescription Co-Pay from \$2/\$20 to:

\$2/\$22 – June 1, 2013

\$2/\$23 – January 1, 2014

2x mail order (90 day supply is 2 time the amount of a 30 day supply)

Using the above prescription amounts for example:

90 day supply in 2013=\$4/\$44; and in 2014 \$4/\$46

(\$4.00 replaces former cost of \$4.50)

Mail Order Prescriptions that cost over \$1,000:

\$1,000 - \$1,999	co-pay \$50.00
\$2,000 - \$2,999	co-pay \$100.00
Over \$3,000	co-pay \$150.00

HGH to enhance normal functions or "fountain of youth" purposes, such as anti-aging, the improvement of athletic performance, or memory enhancement are excluded from coverage, unless medically necessary.

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

The following will apply to all employees hired into this bargaining unit on or after March 1, 1992, provided that any employee demoted or transferred from other City bargaining units on or after March 1, 1992, who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of prescription plan benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit:

1. The City will provide a prescription plan for employees only in accordance with the terms of this Article.
  2. No coverage will be provided at the City's expense on behalf of dependents of the employee.
- F. The City will provide an optical plan to employees and their dependents up to a maximum reimbursement of one hundred-twenty-five dollars (\$125.00) per year, per covered person. Only those employees submitting a request for reimbursement within ninety (90) calendar days of receipt of the service 'shall be eligible for reimbursement.
- G. The City will maintain the current dental program for the life of this Agreement for all employees, that is, coverage for employees and their dependents.
- H. Employees who retire on or after 7/1/13 shall have an annual maximum out-of-pocket cap of \$1,355 (current SHBP max) per person for prescription drug co-payments. The maximum will automatically increase as the SHBP increases.

- I. The 1.5% contribution established by P.L. 2010 c. 2 shall be the maximum amount applicable to the bargaining unit members unless additional amounts are specifically negotiated in future contracts.

**ARTICLE 27**  
**WAGES**

- A. Wage rates or bonuses for all full time employees within the bargaining unit shall be paid in accordance with the following schedule:
  - 1. Effective and retroactive to April 1, 2012, employees shall receive a wage increase in the amount of One-Thousand-Three-Hundred and Fifty (\$ 1, 350.00) dollars applied to the base rate as of June 30, 2011.
  - 2. Effective and retroactive to January 1, 2013, employees shall receive a wage increase in the amount of One-Thousand-Four-Hundred (\$1,400.00) dollars applied to the base rate as of December 31, 2012.
  - 3. Effective January 1, 2014, employees shall receive a wage increase in the amount of One-Thousand-Five-Hundred (\$1,500.00) dollars applied to the base rate as of December 31, 2013.
  - 4. Wage increases and bonus for part time employees shall be prorated in accordance with existing past practice.
- B. Wage Increases - The wage increases set forth in this Agreement, shall only be paid to employees on the payroll in a JCSA recognized title before the effective date of any wage increase provided for in this agreement and who also remain on the payroll in a JCSA recognized title as of the date this contract is signed by the Union, except that employees who have retired from JCSA recognized titles on current paid or deferred pensions, shall be paid any wage increase provided for in this agreement that is effective before their retirement date even though they have retired and are no longer on the active payroll.
- C. If an employee receives a raise that would increase his/her salary past the maximum salary for that employee's labor grade, then the maximum salary amount of that labor grade will increase to encompass the employee's raise.
- D. If an employee is on extended leave, his check may be mailed upon written authorization from the employee.

**ARTICLE 28  
LONGEVITY**

- A. All employees shall receive longevity payments in addition to their base salary as provided below.
- B. Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	\$ 250.00
After ten (10) years of service	\$ 500.00
After fifteen (15) years of service	\$ 750.00
After twenty (20) years of service	\$ 1,000.00
After twenty-five (25) years of service	\$ 1,250.00
After thirty (30) years of service	\$ 1,500.00
- C. An employee whose anniversary date falls prior to October 31<sup>st</sup> shall receive longevity credit for the entire year. If the anniversary date falls on or after November 1<sup>st</sup>, the employee shall receive credit commencing the next January 1<sup>st</sup>.
- D. Employees hired on or after 7/1/13 shall no longer receive longevity.

**ARTICLE 29  
TRANSPORTATION EXPENSE REIMBURSEMENT**

- A. **Six Dollars and Sixty Cents (\$6.60) per day** - Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle, the employee makes less than six (6) stops. Such use of the employees personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

The above rate may be combined with the rate in Paragraph B, below depending on the number of stops an employee makes in a day.

- B. **Thirteen Dollars and Seventy-Five Cents (\$13.75) per Day** – Employees whose job does not require that they use their personal vehicle fifteen (15) days a month for the purpose of City Business and that when they use their vehicle, the employee makes six (6) or more stops. Such use of the employees personal vehicle must be authorized by the Department Director. All Transportation Expense reimbursements are subject to verification of usage to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

This rate may be combined with the rate in Paragraph A, above, per day depending on the number of stops an employee makes in a day.

- C. **One Hundred Thirty-Two Dollars (\$132.00) per Month** - Employees whose job requires that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City business and that when they use their vehicle, the employee makes six (6) or less stops. Such use of the employees personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

Department Director will be required to provide a list of all employees authorized to receive the monthly reimbursement set forth in Paragraph C.

Daily deductions equal to one day's payment identified in Paragraph A, above will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.

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

- D. **Two Hundred Seventy-Five Dollars (\$275.00) per Month** - Employees whose job requires that they use their personal vehicle fifteen (15) days or more a month every month for the purpose of City Business and that when they use their vehicle the employees make seven or more stops. Such use of the employees personal vehicle must be authorized by the Department Director. All Transportation Expense Reimbursements are subject to verification of usage to be provided by the employee to the City and are subject to periodic review and audit by the Department Director and the Business Administrator.

Department Directors will be required to provide a list of all employees authorized to receive the monthly reimbursement described in Paragraph D.

Daily deductions in the amount of one day's reimbursement as described in Paragraph B, above will be made for each exception (vacation, sick, personal business, leave of absence, did not report, bereavement, etc.) exceeding five (5) in any month.

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

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

**ARTICLE 30  
FULLY BARGAINED PROVISIONS**

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

**ARTICLE 31  
SAVINGS CLAUSE**

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

**ARTICLE 32  
SUPERVISING PUBLIC SAFETY TELECOMMUNICATORS**

- A. For the purpose of this Article, "employees" are those in the title of Supervising Public Safety Telecommunicator. Other titles may be added as changes in the operation are effectuated.
- B. Work Week & Overtime-Employees shall work the following schedule based upon a Five (5) Day On/Two Day Off; Five Day On/Three (3) Day Off Rotation. The shifts are:

Six-twenty (6:20) A.M. to Two-twenty (2:20) P.M.  
Two-twenty (2:20) P.M. to Ten-twenty (10:20) P.M.  
Ten-twenty (10:20) P.M. to Six-twenty (6:20) A.M.

This schedule will be used to accomplish the twenty-four (24) hour per day, seven (7) days per week uninterrupted service required within this work unit. All other provisions regarding overtime as set forth in Article 14 (Paragraph C) only shall be applicable to these employees as well. When overtime is required, those employees who are currently on the shift will be asked first: A Voluntary List will be utilized. If stations are not fully manned, overtime becomes mandatory for those on current shift, with the least senior person first, next senior person second, etc. on a rotating basis. No one shall be required to work a triple shift.

- C. **Overtime**
  - 1. For purposes of calculating "hours worked", the work week starts on Monday and ends on Sunday.

2. In those weeks in which an employee is scheduled to work five (5) tours between Monday and Sunday, premium time will be paid after forty (40) hours are worked; in those weeks in which an employee is scheduled to work four (4) tours between Monday and Sunday, premium time will be paid after thirty-two (32) hours are worked.
3. Premium time will be paid at the rate of time and one-half (1 1/2x), except for:
  - a. work performed on a seventh day in a week which would be paid at double time (2x);
  - b. work performed on a scheduled holiday, which would be paid at double time (2x);
  - c. work performed on a non-scheduled holiday, which would be paid at triple time (3x).

Sections a, b, and c, above, presume that the appropriate threshold of thirty (32) hours or forty (40) hours has been reached from Monday to Sunday. Holidays are the actual day of the holiday, even if it falls on the Saturday or Sunday.

4. The City hereby agrees that for all employees who are authorized to work beyond forty (40) hours in a work week, including work for attendance at training sessions and when an employee is authorized to testify on behalf of the City, the City shall compensate such employees with overtime pay in accordance with Articles 14 and 32. The City also agrees that under no circumstances shall the City compensate employees with tour exchanges or compensatory time off in lieu of overtime pay.
- D. **Lunch** - Lunch will be thirty (30) minutes, except that an additional thirty (30) minutes will be added to the lunch period to account for the fact that Supervising Public Safety Telecommunicators do not take and are unable to leave their work stations to take two (2) fifteen (15) minute coffee breaks during each shift.
  - E. **Mutual Swaps** - Mutual swaps will be limited to six (6) per year. Swaps to be reimbursed within one (1) month of each swap. A three (3) day notice will be required on all swaps, indicating when Swap will be paid back. All swaps must be approved by the Communication Bureau Commander.
  - F. **Call In** - Employees will be required to call in exceptions (Sick and Personal Days) at least two (2) hours prior to starting time.
  - G. **Holidays** - Holidays for employees will be those set forth in - Article 15, Paragraph A and Paragraph D only. If a Holiday falls on a regularly scheduled work day, and the employee is required to work on that day, the employee shall receive double time for that day. If an

employee is required to work on a Holiday that is that employee's regular day off, the employee will receive triple time for that day. For the purpose of this Article, Holidays to be paid is the actual day of the Holiday even if it falls on a Saturday or Sunday.

- H. **Personal Days and Comp Days** - Personal Days are not to be used consecutively and not to be used the day before or the day after a Holiday, Vacation, etc.
- I. **Vacations** - All Vacation requests are to be submitted by April 15th, and will be given a choice according to seniority. Everyone may ask for two (2) weeks in the Summer Season (June 15 to September 15).
- J. **Notification** — Employees will supply valid working telephone numbers and addresses to C.C.B. Employees must report in writing, any arrest or summons issued in lieu of arrest (except M.V. Violations) upon reporting for duty immediately following the incident.
- K. All current provisional and new employees will be given training, on the job or otherwise, within the discretion of the City. Employees will be evaluated and given no more than two chances to pass an evaluation test to be given by the City. Successful completion of training and evaluation testing is required for employees continued employment and subsequent eligibility for permanent employment.
- L. Article 32 will be subject to reopening at such time as the Unified Communications Center is created and becomes operational.

**ARTICLE 33  
SUPERVISING FIRE & AMBULANCE DISPATCHERS**

- 1. The work week for Supervising Fire & Ambulance Dispatchers will consist of 33.6 hours per week over a five (5) week cycle. The cycle will begin with a ten (10) hour shift commencing at 8:00 A.M. and ending at 6:00 P.M.; on day two, the shift will be fourteen (14) hours and commences at 6:00 P.M. and ends at 8:00 A.M. Days three, four and five will be days off and then the schedule repeats itself, etc.
- 2. **Vacation**
  - (a) Provisionally/temporarily employed Supervising Fire & Ambulance Dispatchers shall receive 67.5 hours of vacation in each calendar year.
  - (b) Permanently employed Supervising Fire & Ambulance Dispatchers hired before December 31, 1996 shall be entitled to the following hours of vacation:



**Amount of Service:**

Up to end of 1 <sup>st</sup> calendar year	6.75/per month
Next full calendar year	81.0
2 to 5 years of service	101.0
6 to 10 years of service	121.5
11 to 15 years of service	148.5
16 and greater years of service	169.0

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

**Amount of Service:**

Up to end of 1 <sup>st</sup> calendar year	6.75/per month
Next full calendar year	81.0
2 to 5 years of service	88.0
6 to 10 years of service	101.0
11 to 15 years of service	121.5
16 and greater years of service	135.0

3. **Sick Leave**

- (a) All permanently employed Supervising Fire & Ambulance Dispatchers shall be entitled to 6.75 hours for each month of the first calendar year of employment and 101.00 hours in each calendar year thereafter.
- (b) All provisionally/temporarily employed Supervising Fire & Ambulance Dispatchers shall be entitled to 6.75 hours for each month of the first calendar year of employment, not to exceed 67.5 hours and then 67.5 hours for each calendar year thereafter.

4. **Personal Business Days** - Each Supervising Fire & Ambulance Dispatcher shall be entitled to 20.25 hours off per annum. No Supervising Fire & Ambulance Dispatcher shall be entitled to accumulate or utilize personal business hours until they have completed one (1) year of service with the City.

5. **Holiday Pay** - In lieu of time off for holidays each Supervising Fire & Ambulance Dispatcher shall receive 94.5 hours at straight time rate of pay in cash payable in the first pay period in July of each calendar year.

6. **Overtime** - All hours worked in excess of 184 hours in any five (5) week cycle shall be paid at time and one-half rate of pay. No overtime rate of pay shall apply to any hours worked in any five (5) week cycle until the 184 hours minimum is exceeded. "Hours worked" is defined in Article 14, Section C. 1. of the contract. When overtime is required, those Supervising Fire & Ambulance Dispatchers who are currently on the shift will be asked first. Next, a voluntary list will be established for those Supervising Fire & Ambulance Dispatchers willing to work overtime and it will be utilized. If, after utilizing these two options, the shift is not manned, overtime will become mandatory. No one shall be required to work a triple shift.
7. **Holidays** - If on a particular shift a Supervising Fire & Ambulance Dispatcher is absent for any reason, management may, within its sole discretion, call in a replacement Supervising Fire & Ambulance Dispatcher. If no Supervising Fire & Ambulance Dispatcher is available on a call-in basis, Supervising Fire & Ambulance Dispatchers who worked the immediately preceding shift will be held over to maintain that level of staffing that in the opinion of management is adequate.
8. **Call in** - Employees will be required to call in exceptions (sick and personal business days) at least two (2) hours prior to the starting time of their shift.
9. **Shift Differential** - The shift differential provisions of this contract are not applicable to Supervising Fire & Ambulance Dispatchers.
10. Article 33 will be subject to reopening at such time as the Unified Communications Center is created and becomes operational.

#### **ARTICLE 34 MISCELLANEOUS**

- A. In the event an employee is suspended as a result of 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. When annual amounts of sick leave, vacation leave and personal leave are expressed in this contract in terms of "days" each one of those "days" shall be defined as 7 ½ hours for all employees working 1,957.5 hours annually and as 8 hours for all employees working 2,088 hours annually regardless of the actual daily work schedule of a particular employee, so that, by way of example, an employee working 2,088 hours annually, on an 8 hour per day work schedule who is entitled to 20 days of vacation will be entitled to 160 hours of annual vacation leave debited at 8 hours for each work day of vacation

taken, while another employee, working the same 2,088 hours annually, on a 10 hour per day work schedule who is also entitled to 20 days of vacation will also only be entitled to 160 hours of annual vacation leave debited at 10 hours for each work day of vacation taken. The purpose of this paragraph is to insure that all employees receive the same amount of vacation hours based upon their aggregate annual work hours regardless of their work schedule or the length of their work day.

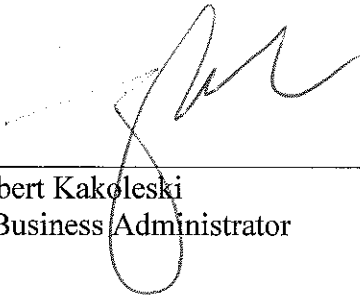
- D. All part-time employees working less than twenty (20) hours shall receive a pro-rata share of time off, including vacation, sick leave and holiday time, if applicable, but shall receive no other benefits except as specifically set forth in this Agreement.
- E. The City agrees to pay for special licenses required for driving certain vehicles.
- F. The City and the Union will share equally in the cost of the printing of contracts. The Union guarantees fifty (50) copies of the contract to be supplied to the City.
- G. All personnel information as permitted by law will be available to members of the bargaining unit upon prior notice to the Personnel Department.
- H. The City will furnish employees with necessary special tools, either individually, or by setting up a central tool shed with a replacement arrangement for broken or tools not usable because of normal wear and tear, provided that the decision as to what special tools are necessary shall be determined by the Department Director.
- I. 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.
- J. Any employee who is reassigned into or out of this bargaining unit shall receive a pro-rata proportion of the increases in wages and benefits set forth herein.


**ARTICLE 35  
TERM AND RENEW**

This Agreement shall be in full force and effect as of July 1, 2011 and shall remain in effect to and including December 31, 2014, 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 not later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor Agreement shall commence on or about October 1, 2014.

Dated \_\_\_\_\_

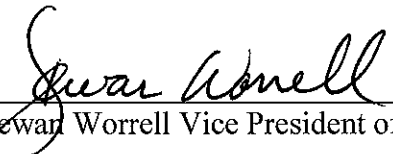
**CITY OF JERSEY CITY**

  
\_\_\_\_\_  
Robert Kakoleski  
A/Business Administrator

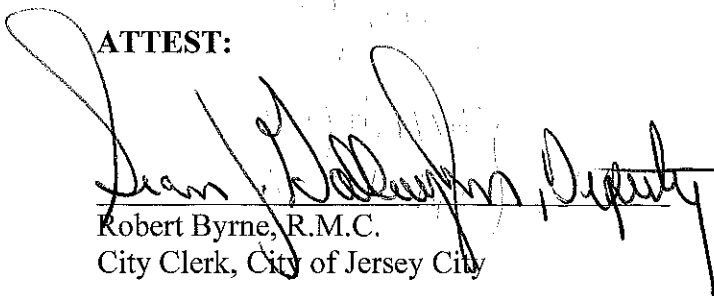
  
\_\_\_\_\_  
Terri Keller  
Assistant Corporation Counsel

**JERSEY CITY SUPERVISORS' ASSOCIATION**

  
\_\_\_\_\_  
Paul Tamburelli  
President of the JCSA

  
\_\_\_\_\_  
Dewan Worrell Vice President of the JCSA

**ATTEST:**

  
\_\_\_\_\_  
Robert Byrne, R.M.C.  
City Clerk, City of Jersey City

## APPENDIX A

1. Administrative Clerk
2. Assistant Assessor
3. Assistant Chief Chemist
4. Assistant Chief Field Representative
5. Assistant Chief Municipal Court Clerk
6. Assistant City Forester
7. Assistant Construction Official
8. Assistant Director Automotive Services
9. Assistant Director of WIC
10. Assistant Director, Traffic and Transportation
11. Assistant Division Director Data Processing
12. Assistant Division Director
13. Assistant Division Director, CDBG
14. Assistant Division Director, Streets & Sewers
15. Assistant Division Director, Water Collection
16. Assistant Health Officer
17. Assistant Manager Division of Sanitation
18. Assistant Municipal Comptroller
19. Assistant Municipal Tax Collector
20. Assistant Municipal Treasurer
21. Assistant Nutrition Program Coordinator
22. Assistant Payroll Supervisor
23. Assistant Plumbing Subcode Official
24. Assistant Purchasing Agent/Exp.
25. Assistant Sewer Superintendent
26. Assistant Social Caseworker Supervisor
27. Assistant Superintendent
28. Assistant Superintendent of Water-Shed
29. Assistant Superintendent of Weights & Measures
30. Assistant Supervisor of Custodial Services
31. Assistant Supervisor, Customer Service
32. Assistant Traffic Engineer
33. Assistant Traffic Maintenance Supervisor
34. Assistant Treasurer, Division of Treasury
35. Assistant Welfare Director
36. Assistant Welfare Supervisor
37. Auditor - Principal
38. Building Superintendent
39. Chief Chemist
40. Chief Clerk
41. Chief Construction Inspector
42. Chief Field Representative, Property Improvements
43. Chief Municipal Court Clerk
44. Chief Parking Violations Official

45. Chief Sanitary Inspector
46. Chief Sanitation Inspector
47. Chief Security Officer
48. Chief Water Treatment Plant Operator
49. City Surveyor
50. Coordinator - Criminal Court Services
51. Coordinator - Monitoring & Evaluation
52. Coordinator - Services for the Handicapped
53. Data Processing Coordinator
54. Deputy City Clerk
55. Deputy Director Welfare
56. Deputy Municipal emergency Management Coordinator
57. Electrical Subcode Official
58. Fire Official
59. General Foreman - Streets & Sewers
60. General Foreman - Sanitation
61. General Foreman - Trades
62. General Supervisor Traffic Maintenance
63. General Trades Foreman M/W
64. HAZMAT Coordinator
65. Health Aide Supervisor
66. Housing Coordinator
67. Income Maintenance Supervisor
68. Maintenance Superintendent
69. Municipal Park Superintendent
70. Payroll Supervisor
71. Plumbing Subcode Official
72. Principal Accountant
73. Principal Buyer
74. Principal Planner
75. Program Coordinator - Energy Conservation
76. Program Coordinator - WIC
77. Program Coordinator - Lead Poisoning
78. Program Coordinator, Special Events
79. Real Estate Marketing Specialist
80. Recreation Maintenance Supervisor
81. Recreation Supervisor, Recreation Center
82. Recreation Program Coordinator
83. Recreation Supervisor
84. Rent Regulation Officer
85. Research Supervisor
86. Senior Budget Examiner
87. Senior Code Enforcement Officer
88. Senior Personnel Technician
89. Senior Training Technician
90. Sewer Superintendent

91. Social Caseworker Supervisor
92. Special Project Coordinator
93. Superintendent
94. Superintendent of Watershed
95. Supervising Animal Control Officer
96. Supervising Computer Operator
97. Supervising Field Representative, Disease Control
98. Supervising Fire & Ambulance Dispatcher
99. Supervising Municipal Court Attendant
100. Supervising Public Safety Telecommunicator
101. Supervising School Traffic Guard
102. Supervising Traffic Investigator
103. Supervisor Aqueduct Maintenance Repair
104. Supervisor Data Machine Operators
105. Supervisor Data Processing Operators
106. Supervisor Field Representative Property Improvement
107. Supervisor Institutional Police Officer
108. Supervisor, Senior Citizens Outreach & Referral Program
109. Supervisor of Accounts
110. Supervisor of Data Control
111. Supervisor of Motors
112. Supervisor of Tax Services
113. Supervisor Office Appliance Operator
114. Supervisor Principal Planner
115. Supervisor of Repair & Maintenance
116. Supervisor School Traffic Guards
117. Supervisor Telephone Operators
118. Supervisor Tenant Advisory Services
119. Supervisor Transportation Inspector
120. Supervisor Water Distribution
121. Supervisor Water Gatehouse Operators
122. Supervisor Water Meter Repairs
123. Supervisory Engineer
124. Supervisory Principal Engineer
125. Traffic Engineer
126. Traffic Maintenance Supervisor
127. Transportation Supervisor
128. Water Treatment Plant Maintenance Supervisor
129. Welfare Investigation Supervisor
130. Welfare Supervisor