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AGREEMENT ENTERED into this 22nd day of September, 1976, by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the City, and the CITY HALL SUPERVISORS ASSOCIATION, hereinafter referred to as the Association.

ARTICLE I
RECOGNITION

1. The City hereby recognizes the City Hall Supervisors Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all City Hall Supervisors.

2. Unless otherwise indicated, the terms "employee" or "employees", when used in this Agreement, refers to all persons represented by the Association.

ARTICLE II
ASSOCIATION BUSINESS LEAVE

1. Meetings between representatives of the City and of the Association for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein shall be scheduled during non-working time of affected employees.

2. Leaves of absence with pay shall be granted as provided in Section 38:23-2 of the Revised Statutes of N. J. Notice of elected delegates to attend convention in accordance with said statute shall be made in writing to the Office of the Business Administrator not less than two (2) weeks in advance by the President of the City Hall Supervisors Association.

3. Failure of employee to return to work promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director shall be subject to disciplinary action in accordance with Civil Service Rules and Regulations.

ARTICLE III
BULLETIN BOARDS

The Association shall have the use of bulletin boards throughout City Hall. Such boards to be used for the purpose of exhibiting official business of the Association. All material to be posted shall be submitted to the Business Administrator or his designee prior to posting.

ARTICLE IV
GRIEVANCE PROCEDURE AND ARBITRATION

In the event any difference or dispute should arise between the City and the Association or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) working days of its occurrence or employee knowledge thereof:

- STEP 1. Between the aggrieved employee and his immediate supervisor. If no satisfactory agreement is reached within three (3) working days, then
- STEP 2. between the aggrieved employee in the company of officers of the Association or his attorney in conference with the employee's Director or his designee. Should no acceptable agreement be reached within an additional three (3) working days, then
- STEP 3. the matter shall be referred to the Civil Service Commission.

ARTICLE V
WORKWEEK

The employer shall have the right for the efficient operation of its facilities to make changes in starting and stopping time of the daily work schedule and to vary the daily or weekly work schedule. However, prior to making any change, the Director or Directors involved shall meet with the Association to discuss the proposed changes.

ARTICLE VI
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the City. Accordingly, the City retains the following rights, except as they may be abridged in this Agreement, including, but not limited to selection and direction of the force; to hire; to suspend or discharge for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11:22-10.0 and N.J.A.C. 4:1-16 et seq., or for other legitimate reasons, not inconsistent with the terms and provisions of this Agreement; to decide on the number and locations of facilities, to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others by contract or otherwise, provided present employees employed at the time of the purchase of services of others shall not be displaced by said purchase, providing said employees are willing, capable and able to perform said functions.

ARTICLE VII
ACCESS

A duly, authorized representative of the Association designated in writing, after reporting to the Office of the Business Administrator, or his designee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Association representative shall state the purpose of his visit. Except in an emergency, at least four (4) hours' advance notice must be given by telephone. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE VIII
LONGEVITY

1. All permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment, as follows -- if the employee's anniversary date falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1st; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1st. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary. If an employee receives an adjustment in his salary due to promotion during the calendar year, longevity pay will not be changed until the following January 1st; as of the following January 1st, the longevity pay will be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

5th year of employment to completion of 9th year	2%
10th year of employment to completion of 14th year	4%
15th year of employment to completion of 19th year	6%
20th year of employment to completion of 24th year	8%
25th year of employment and over	10%

ARTICLE IX
SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the City, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave with pay for a bona fide illness or injury certified by a physician. Seniority may be lost and employment terminated if any of the following occur:

1. discharge
2. resignation
3. absence for five (5) consecutive working days without leave or notice.
4. absence for illness, injury or leave without pay for more than one (1) continuous year

Nothing in this paragraph shall restrict the powers of the employer or the rights of the employee as set forth in Civil Service statutes, rules and regulations.

ARTICLE X
PERSONAL DAY

After one (1) year of service computed from the last date of hire, full-time employees may be granted one (1) Personal Leave Day during each year of this Contract for any of the following reasons:

- a. Religious observance
- b. Death of a blood relative not included in the Funeral Leave section.
- c. Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this Agreement, provided the employee states the specific reason for the request and such is approved in writing by the department head.

This day shall not be accumulated.

ARTICLE XI
VACATIONS

1. Effective January 1st, 1975, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1st year - 1 working day/month
1st 3 mos. earned but cannot spend

BEGINNING

END

2nd year	10th year	13 working days
11th year	15th year	16 working days
16th year	20th year	18 working days
21st year	25th year	21 working days
after 25 years		24 working days

2. Effective January 1, 1976, the employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1st year - 1 working day/month
1st 3 mos. - earned but cannot spend

BEGINNING

END

2nd year	5th year	13 working days
6th year	10th year	14 working days
11th year	15th year	17 working days
16th year	20th year	19 working days
21st year	25th year	22 working days
after 25 years		25 working days

3. Vacations shall normally begin following the regular "days off" of the employee.

4. When any vacation or part of it cannot be taken in the calendar year when earned, because of the work load in a department, the same can be taken in the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the second year.

5. The vacation period shall be the calendar year from the first day of January to the 31st day of December. Vacations shall be scheduled by the Director, giving preference to employee choice according to seniority, where practicable and where consistent with continued, efficient operations.

ARTICLE XI (Cont'd)
VACATIONS

6. Any City Hall Supervisor covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

7. Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days of vacation for that anniversary year only.

ARTICLE XI-A
HOLIDAYS

1. An employee not required to work shall receive time off with straight time pay for each of the following holidays:

New Year's Day	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Friday After-
Washington's Birthday	Columbus Day	Thanksgiving Day
Good Friday	Election Day	Christmas Day
Memorial Day	Veteran's Day	

2. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday. If the holiday falls on Saturday, the previous Friday shall be considered as the holiday.

3. If one of the above holidays falls within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

ARTICLE XII
LEAVE WITHOUT PAY

The appointing authority may grant the privilege of a Leave of Absence without pay to a permanent employee for a period not to exceed six (6) months at any one time.

1. Such Leaves of Absence may be renewed for an additional period not to exceed six (6) months only by formal action of the appointing authority with the approval of the governing body. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission Regulations.

2. Request for such leave shall be in writing to the appointing authority not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

Discipline and discharge of employees shall be as provided in Civil Service statutes, rules and regulations.

ARTICLE XIV
INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. Effective January 1, 1977, or as soon as possible thereafter, the City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P. L. 1974 does:

(a) apply to all eligible present and future pensioners of the employer and their dependents.

(b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.

(c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.

(d) require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a

ARTICLE XIV (Cont'd)
INSURANCE

State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All other insurance benefits presently in effect shall be maintained throughout the period of the Contract.

ARTICLE XV
ASSOCIATION PRIVILEGES

Copies of general orders, rules and regulations, and communications affecting wages, hours and other terms and conditions of employment covered by this Agreement shall be furnished to the Association within two (2) working days of their promulgation.

ARTICLE XVI
RULES AND REGULATIONS

The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association.

It is understood that employees shall comply with all rules and regulations made by the City from time to time. Employees shall promptly and efficiently execute the instructions and orders of the Director and supervisors. If an employee or employees believe a rule, regulation, or order of an officer or other supervisor is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article IV of this Contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other supervisor, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees, subject only to the right of employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XVII
SICK LEAVE

Sick Leave shall be as provided in Civil Service statutes, rules and regulations.

ARTICLE XVIII
MILITARY LEAVE

Military Leave shall be as provided by Civil Service rules and regulations.

ARTICLE XIX
OVERTIME

Supervisors who work thirty (30) hours per week, when required to work overtime will receive the first ten (10) hours in compensatory time, all over forty (40) hours in the workweek shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times his base hourly rate. Supervisors who work forty (40) hours per week shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times his base hourly pay when he works more than forty (40) hours in the workweek.

The employees' base salary is the salary he receives before longevity has been applied.

All overtime must be scheduled and approved by the Supervisor's Director or his designee.

ARTICLE XX
FUNERAL LEAVE

Leave with pay, not exceeding three (3) days shall be granted to any employee in the event of a death in his immediate family, without penalty of sick leave or vacation.

Immediate family for purposes of the above is defined as follows:

1. Mother and Father
2. Husband or Wife
3. Children
4. Brother or Sister
5. Mother-in-Law and Father-in-Law
6. Grandmother and Grandfather

Special cases will be referred to the Director.

ARTICLE XXI
MATERNITY LEAVE

Upon request in writing to the appointing authority a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave shall be with pay to the extent of accrued sick leave, otherwise, the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her Director in writing of same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically capable of continuing employment and is able to perform all the duties of her position. The Director shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to hereinabove.

Employees on maternity leave must return to work not more than sixty (60) days after birth or termination of pregnancy, whichever occurs sooner, unless the employee submits a statement in writing from the treating physician stating the need for an extended leave and indicating the length of such extension.

An employee returning to work from maternity leave must present to the Director a physician's statement certifying her ability to resume all normal duties. Seniority shall be accrued while the employee is on paid leave, but shall be retained during leave without pay.

ARTICLE XXII
JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify his supervisor.

2. An employee who is excused from Jury Duty service on any day shall report for work on such day.

3. An employee shall not be required to report back for work on any day he is in attendance at Court for Jury Duty service, regardless of the employee's shift.

4. Any payment received for Jury Duty must be turned in to the employer through the employee's department head less allowance for travel and meal expense.

5. The employer retains the right to request that the employee be excused from Jury Duty because he is required on the job.

ARTICLE XXIII
BAN ON STRIKES

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

1. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that they will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, or mass resignations, mass absenteeisms or other similar action which would involve suspension of or interference with normal work performance.

2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fermenting, or participating in a strike, slowdown or other interference.

ARTICLE XXIV
DISCRIMINATION AGAINST ASSOCIATION MEMBERS

The City agrees that neither it nor any of its supervisors or representatives shall interfere with, coerce, intimidate or discriminate against any employee because of membership or activity in the Association.

ARTICLE XXV
SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decision cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XXVI
TRAVEL ALLOWANCE

All employees covered by this Agreement who are required to use privately-owned automobiles in the performance of their daily duties shall be reimbursed for such use at the rate of thirteen (13¢) cents per mile.

The use of all privately-owned automobiles must be authorized by the Director in charge or his designee.

ARTICLE XXVII
WAGES

Regular, full-time supervisors covered by this Agreement shall be entitled to an across-the-board wage increase of three hundred (\$300.00) dollars per year, retroactive to January 1, 1975. Those covered supervisors eligible within the terms of the City's present salary schedule shall receive one (1) increment.

Regular, full-time supervisors covered by this Agreement shall be entitled to an across-the-board wage increase of three hundred (\$300.00) dollars per year, retroactive to January 1, 1976. Those covered supervisors eligible within the terms of the City's present salary schedule shall receive one (1) increment.

In addition to the above, the salary schedule hereafter referred to as Appendix "A" hereto attached shall become effective January 1, 1977, and the amounts due each employee affected by a salary change, will be paid as soon as possible thereafter, in accordance with the terms negotiated between the City of Elizabeth and representatives of the City Hall Supervisor's Association.

ARTICLE XXVIII
SALARY SURVEY COMMITTEE

There shall be established by the City and the bargaining unit a committee to study and make recommendations pertaining to the existing Salary Range Schedule.

ARTICLE XXIX
EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superceded.

ARTICLE XXX
APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to supervisors covered by this Agreement shall be specifically to the appropriation of adequate necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXXI
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1975, through and including the 31st day of December, 1976. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day to day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered mail in which event the agreement shall terminate five (5) days following receipt of such notice.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 22nd day of September, 1976.

CITY OF
ELIZABETH

APPROVED AS TO FORM <i>H.A.</i>
PHYSICAL CONDITIONS
TERMS & CONDITIONS <i>J.P.K.</i>
DESCRIPTION

THE CITY OF ELIZABETH

By: *Thomas G. Dunn*
Thomas G. Dunn, Mayor

ATTEST:

John J. Dwyer
John J. Dwyer, City Clerk

CITY HALL EMPLOYEES SUPERVISORS
ASSOCIATION

By: *Frank A. Puma*
Elin K. G. G. G.

APPENDIX "A"

CITY HALL SUPERVISORS - KEY PERSONNEL

JANUARY 1, 1977

TITLE	TABLE OF ORGANIZATION	RANGE	MIN.	MAX.	INC.	STEPS
Assistant Chief Clerk, Accounts & Control	1	5-30-S	10,918	12,322	280	5
Assistant Chief Clerk, Water Utility	1	4-30-S	11,269	12,741	245	6
Assistant Municipal Comptroller	1	2-30-S	12,630	14,334	284	6
Assistant Municipal Engineer	1	A1-30-S	14,600	16,100	300	5
Assistant Municipal Treasurer	1	2-30-S	12,630	14,334	284	6
Assistant Sup't of Recreation	1	1-40-S	13,305	15,496	313	7
Assistant Welfare Director	1	4-30-S	11,269	12,741	245	6
Building Maintenance Worker Foreman M/W	2	3-40-S	11,637	13,443	258	7
Chief Assistant Assessor	1	2-30-S	12,630	14,334	286	6
Chief Electrical Inspector	1	3-30-S	11,850	13,398	258	6
Chief Clerk-Accounts & Control	1	4-30-S	11,269	12,741	245	6
Chief Clerk-Health, Welf. & Hsg.	1	5-30-S	10,918	12,322	280	5
Chief Clerk, Water Utility	1	1-30-S	13,600	15,478	313	6
Chief Plumbing Inspector	1	3-30-S	11,850	13,398	258	6
Chief Sanitary Inspector- Industrial Hygiene & Air Pollution Control	1	2-30-S	12,630	14,334	284	6
Deputy Municipal Clerk	1	5-30-SU	10,918	12,322	280	5
Deputy Municipal Court Clerk	1	4-30-S	11,269	12,741	245	6
Dir. of Public Health Nursing Svc.	1	2-30-S	12,630	14,334	284	6
Emergency Medical Service Coordinator	1	2-40-S	12,630	14,334	284	6

TITLE	TABLE OF ORGANIZATION	RANGE	MIN.	MAX.	INC.	STEPS
Executive Dir.-Human Relations Commission	1		12,100	13,600	300	5
Health Officer				17,100		
Municipal Comptroller	1	1B-30-S	14,320	16,200	376	5
Municipal Court Clerk	1	2-30-S	12,630	14,334	284	6
Municipal Sup't of Wts. & Measures	1	3-30-S	11,850	13,398	258	6
Personnel Officer	1	1-30-S	13,600	15,478	313	6
Public Health Nurse Supervisor	2	4-30-S	11,269	12,741	245	6
Purchasing Agent	1	1-30-S	13,600	15,478	313	6
Recreation Supervisor (Men's & Boys' Activities)	1	5-30-S	10,918	12,322	280	5
Recreation Supervisor (Girls' & Women's Activities)	1	5-30-S	10,918	12,322	280	5
Registrar of Vital Statistics	1	5-30-S	10,918	12,322	280	5
Senior Engineer	1	3-30-S	11,850	13,398	258	6
Shift Supervisor-Emergency Medical Svc.	5	A5-40-S	10,918	12,322	280	5
Supervisor of License Inspections	1	2-30-S	12,630	14,334	286	6
Supervisor of Public Bldgs. Markets & Docks	1	2-30-S	12,630	14,334	286	6
Superintendent of Housing & Inspections	1	2-30-S	12,630	14,334	286	6
Superintendent of Recreation	1	A1-30-S	14,600	16,100	300	5
Supervisor of Data Processing, Systems & Programming	1	1B-30-S	14,320	16,200	376	5
Welfare Investigator Supervisor	1	5-30-S	10,918	12,322	280	5