

3-0183  
20-04

AGREEMENT ENTERED INTO this *20<sup>th</sup>* day of *February*, 1974  
by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as  
"The City" or "The Employer" and the CITY HALL MAINTENANCE ASSOCIATION, hereinafter referred to as "The Association".

ARTICLE I  
RECOGNITION

1. The City hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all permanent Building Maintenance Workers, Maintenance Repairers, Painters, Boiler Room Attendants, Elevator Operators, Parking Lot Attendants, Laborers and Guards, Public Property employed by the Bureau of Public Buildings, Department of Public Works, City of Elizabeth, who have been certified by the New Jersey Civil Service Department and appointed permanently, but excluding all Foremen, Supervisors, Telephone Operators and Clerical employees.

2. Unless otherwise indicated, the terms "employee" and "employees" when used in this Agreement, refers to all persons represented by the Association in the above-defined negotiating unit.

ARTICLE II  
NOTIFICATION TO THE ASSOCIATION

1. The Employer will notify the Association in writing of all promotions, demotions, transfers, suspensions and discharges.

2. The Employer will notify the Association in writing 45 calendar days prior to a layoff of any permanent employee in the bargaining unit.

3. The Employer will provide the Association with an updated list of covered employees showing name, address, classification and Social Security Number.

4. The Employer will notify the Association of additions and deletions to the payroll of covered employees as they occur.

ARTICLE III  
ACCESS

1. A duly, authorized representative of the Association designated in writing, after reporting to the Office of the Supervisor of Public Buildings, 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

ARTICLE III  
ACCESS (Cont'd)

of his visit. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE IV  
JOB STEWARDS

The Employer recognizes the right of the Association to designate Job Stewards and Alternates.

The authority of Job Stewards and Alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The Job Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of the Job Stewards and Alternates and shall not hold the Association liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Stewards or Alternate has taken strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted to investigate, present and process grievance on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances during his regularly, scheduled hours shall be considered working time.

ARTICLE V  
BULLETIN BOARDS

The Association shall have the partial use of the bulletin board located in Room G-14 for the posting of notices relating to meetings and official business of the Association only. No notice shall be posted until a copy has been submitted to the Supervisor of Public Buildings, or order to prevent the posting of scurrilous or defamatory material.

ARTICLE VI  
GRIEVANCE PROCEDURE AND ARBITRATION

In the event that 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 an official of the Association, in conference with the director or his designee. Should not acceptable agreement be reached within an additional three (3) working days

STEP 3. The matter may be referred to arbitration by the City or the Association only.

Either party may notify the other in writing, certified mail, not later than ten (10) calendar days after the Step 2 meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator, the moving party may request the Federal Mediation and Conciliation Service or the New Jersey State Board of Mediation to designate the arbitrator in accordance with its rules and regulations.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement. or to establish or change any wage rate. The decision shall be final and binding. The administrative cost of the impartial arbitrator shall be borne equally by both parties.

Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement; (c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide

ARTICLE VI  
GRIEVANCE PROCEDURE AND ARBITRATION (Cont'd)

the appropriate hourly, salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the following: 1. the elements of a job assignment; 2. the level, title or other designation of an employee's job classification; 3. the right of management to assign or reassign work; (f) pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

ARTICLE VII  
WORKWEEK

1. The normal workweek for employees covered by this Agreement shall be forty (40) hours per week, consisting of five (5) eight (8) hour shifts that may be scheduled from Monday through Sunday.

2. Work schedules shall be at the discretion of the Director of Public Works or his designee.

ARTICLE VIII  
OVERTIME AND CALLBACK

1. When an employee works continuously in excess of eight (8) hours in the workday, or more than forty (40) hours in the workweek, he shall be paid at the rate of one and one-half times his base hourly pay for such hours worked.

2. If an employee completes his regular assignment, leaves the premises and is called back to work, he shall be guaranteed not less than four (4) hours pay at straight time base rates. If the callback assignment extends for more than four (4) continuous hours, the additional time shall be paid at one and one-half times the base hourly rate.

3. There shall be no pyramiding of overtime or premium rates.

ARTICLE VIII  
OVERTIME AND CALLBACK (Cont'd)

4. Any employee whose regular shift includes a Sunday or a Holiday shall receive his regular pay for the time worked. All other employees required to work on a Sunday or a scheduled Holiday will be paid at the rate of double time his base hourly pay for all hours worked. The above will be in addition to any Holiday pay the employee may be entitled to. This section of this Article will become effective upon the date this Contract is signed.

5. A seniority list shall be maintained for selection of those to work overtime. Overtime will be rotated amongst employees on the seniority list starting with those with the most seniority. If an employee refuses an assignment to work overtime or fails to report once assigned, unless excused by the Supervisor of Public Buildings, he shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

ARTICLE IX  
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the City Hall, 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 specifically abridged in this Agreement, or by Civil Service Regulations, including, but not limited to selection and direction of the force: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons not inconsistent with Civil Service Rules and Regulations; to decide on the number and location of facilities; etc.; to determine the work to be performed; amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering, and the control of equipment and materials; and to purchase services of others, contract or otherwise, provided present employees employed at the time of the purchase of services of others shall not be displaced by purchase, providing said employees are willing, capable and able to perform said functions.

ARTICLE X  
WORK ASSIGNMENTS

1. The Employer agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification, unless otherwise specifically provided for in this Agreement.

2. The Director or his designee will assign work only to unit employees except in cases of extreme emergency.

3. Supervisors shall not replace or displace unit employees, nor shall they deprive unit employees of overtime. They shall be utilized to supervise, train and assist unit employees.

ARTICLE XI  
WAGES

Regular, full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase of Four-Hundred (\$400.00) Dollars per year, retroactive to January 1, 1973. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

Regular, full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase of Four-Hundred (\$400.00) Dollars per year, retroactive to January 1, 1974. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

All overtime worked during the above stated periods shall be paid at the rate provided in this Contract retroactive to January 1st, each year, except as stated in Article VIII, Section 4, of this Contract.

ARTICLE XII  
JOB CLASSIFICATION SHEETS

1. The Employer will prepare and make available to the Association Job Classification sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

2. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Association a Job Classification Sheet for discussion and for the purpose of negotiating a rate.

ARTICLE XIII  
PAY DAY

1. Employee will be paid all earnings by check each Thursday.
2. Employee will be paid during working hours.
3. When payday falls on a Holiday, then the preceding day will be pay day.

ARTICLE XIV  
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 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 XV  
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 XVI  
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	Memorial Day	Election Day
Lincoln's Birthday	Independence Day	Veteran's Day
Washington's Birthday	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	Christmas 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 XVII  
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:



ARTICLE XVII  
PERSONAL DAY (Cont'd)

- a. Religious
- 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 XVIII  
VACATIONS

1. Effective January 1st, 1973, 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

<u>BEGINNING</u>	<u>END</u>	
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. Vacations shall normally begin following the regular "days off" of the employee.

3. When any vacation or part of it cannot be taken in the calendar year when earned because of 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.

4. 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.

5. Any City Hall Maintenance employee 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 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.

ARTICLE XVIII  
VACATIONS (Cont'd)

6. 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 XIX  
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 XX  
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 service because he is required on the job.

ARTICLE XXI  
DISCIPLINE AND DISCHARGE

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

ARTICLE XXII  
INSURANCE

1. All members of the unit covered by this Agreement and eligible members of their families shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" plan of New Jersey Blue Cross, as well as a Major Medical Plan, the premiums of which shall be paid for by the City.

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

ARTICLE XXIII  
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 XXIV  
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, instruction 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 VI of this Contract.

ARTICLE XXIV  
RULES AND REGULATIONS (Cont'd)

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 their 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 the 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 XXV  
SICK LEAVE

Sick Leave shall be as provided by in Civil Service statutes, rules and regulations as follows: 4:1-17.18 - VERIFICATION OF SICK LEAVE - an employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

1. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable, medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

2. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(b) In the case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

(c) In the case of death in the immediate family, reasonable proof shall be required.

(d) The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE XXVI  
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 XXVII  
MILITARY LEAVE

1. Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment, provided, however, he has not been dishonorably discharged, his job or a comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge.

2. Any employee required to be absent from work because of annual active duty training shall receive the difference between base rate for military duty and regular straight time rate for such annual active duty training. Proof of required service and of pay received may be requested by the Director.

ARTICLE XXVIII  
UNIFORM SUPPLY

All employees covered by this Agreement are to receive two work shirts and two work pants each year if required.

ARTICLE XXIX  
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

ARTICLE XXIX  
BAN ON STRIKES (Cont'd)

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 resignation, 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, fomenting or participating in a strike, slowdown or other interference.

ARTICLE XXX  
ECONOMIC STABILIZATION PROGRAM

The payment of any wage, salary or other financial benefit as provided for herein is specifically subject to, and conditioned upon, the provisions herein being approved and in conformity with the requirement and guidelines as established by those agencies created as a result of President Richard M. Nixon's Economic Stabilization Program. It is specifically intended that no provision contained herein shall be in violation of any requirement or guideline imposed as a result of the Economic Stabilization Program of the President of the United States.

ARTICLE XXXI  
APPROPRIATION OF FUNDS

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

ARTICLE XXXII  
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 XXXIII  
SAVINGS CLAUSE

In the event that any Federal or State Legislation, Governmental regulation or Court decision cause invalidation of any Article, said Article or portion of this Agreement shall have no force or effect. However, the invalidity of any Article or portion of this Agreement shall not affect the validity of the remaining Articles or portions of this Agreement; they will remain in full force and effect for the duration of this Contract.

ARTICLE XXXIV  
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1973, through and including the 31st day of December, 1974. 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 25<sup>th</sup> day of February, 1974.

THE CITY OF ELIZABETH  
(New Jersey)

CITY HALL MAINTENANCE ASSOCIATION

By: Thomas G. Dunn

THOMAS G. DUNN, Mayor

By: Michael Moore

ATTEST:

By: John J. Dwyer

JOHN J. DWYER, City Clerk

Charles J. Demestrichas  
Dennis Palacoules

CITY OF ELIZABETH  
APPROVED  
BY THE  
CITY CLERK  
J.B.K.  
CITY CLERK