

**A G R E E M E N T**

**Between**

**CITY OF ELIZABETH PARKING AUTHORITY  
ELIZABETH, NEW JERSEY**

**and**

**IUOE, LOCAL 68-68A-68B-68C**

**January 1, 2018**

**THROUGH**

**December 31, 2021**

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**PREAMBLE**

THIS AGREEMENT effective as of the first day of January 1, 2018 by and between THE PARKING AUTHORITY, CITY OF ELIZABETH, NEW JERSEY, (hereinafter referred to as "AUTHORITY"), and LOCAL 68, INTERNATIONAL UNION OF OPERATING ENGINEERS, 11, WEST CALDWELL, NEW JERSEY 07006 (hereinafter referred to as the "UNION"), represents the complete and final understanding on all bargainable issues between the Authority and Union.

**ARTICLE I**  
**RECOGNITION**

The Authority recognizes Local 68 of International Union of Operating Engineers as the sole and exclusive representative for the purposes of collective negotiations for all full time and regular part time blue collar employees, who are employed by the Authority, including lot attendants, garage attendants, garage attendant/cashiers, maintenance employees and enforcement officers, excluding managerial executives, confidential employees, supervisors within the meaning of the Act, craft employees, white collar employees, Temporary Summer employees (i.e., employees who work from Memorial day through Labor Day, Monday through Friday, 7:30 a.m. to 4 p.m.) and all other employees of the Elizabeth Parking Authority as certified by the State of New Jersey PERC Docket No. RO-2001-10.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

A. The Authority hereby retains and reserves onto 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, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Authority and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Authority.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. The Authority reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

### ARTICLE III

#### 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.

2. Nothing herein shall be construed as limiting the rights of any employee having a

grievance to discuss the matter informally with any appropriate member of the Department.

B. DEFINITION

The term "grievance" as used herein means the interpretation, application or violation of this Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the Authority. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

C. STEPS OF THE GRIEVANCE PROCEDURE

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

STEP ONE:

The Union on behalf of an aggrieved employee or employees of the Authority shall institute action under the provisions hereof within seven (7) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

A grievance in this step shall be filed, in writing, with the Assistant Operations Manager. The Assistant Operations Manager shall render a decision within seven (7) calendar days after receipt of the grievance.

STEP TWO:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within seven (7) calendar days after the answer at the first step, the request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. The Operations Manager shall set a meeting within ten (10) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Operations Manager and the Union representative, if requested by the grievant. The Operations Manager's answer to the second step shall be delivered to the Union within ten (10) calendar days.

STEP THREE:

If the aggrieved person is not satisfied with the handling or result of the grievance on the second level, the grievant may within ten (10) calendar days notify the Authority's Director or his designee that they wish to have him/her rule on the aggrieved matter. A meeting shall be set within thirty (30) calendar days after the Authority's Director has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the Union. The Authority's Director answer at the third step shall be delivered to the Union within ten (10) calendar days after said meeting.

STEP FOUR:

Should the Union be dissatisfied with the decision of the Authority's Director, the matter may be pursued by the Union on behalf of an employee or group of employees by filing a demand for arbitration with the Public Employment Relations Commission with a copy to the Authority within fifteen (15) calendar days after receipt of the Authority's Director answer at step three.

1. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.
2. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions. The decision of the Arbitrator shall be binding subject to the rights of the Parties under N.J.S.A. 2A:24-1 et seq.
3. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.
4. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise. The arbitrator shall be limited to the issue submitted and shall resolve nothing else.
5. The cost of the arbitrator will be borne equally by the Union and Authority and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

**ARTICLE IV**  
**HOURS AND OVERTIME**

A. The hours of work of full time employees covered under this Agreement will be forty (40) hours per week, eight (8) hours per day, exclusive of a thirty (30) minute per day lunch period, five (5) consecutive days per week. Any employee covered under this Agreement assigned to the midnight shift shall work an eight (8) hour work day inclusive of a thirty (30) minute per day lunch period. Part time employees shall work hours as scheduled by the Authority.

B. An employee who is required to work emergency overtime shall be entitled to a one hour paid meal break after the completion of ten consecutive hours of work.

C. Regular full-time employees will be provided with two (2) fifteen (15) minute breaks per day, one (1) during the first half of the work day and one (1) during the second half of the work day, which shall be added to the lunch period.

D. Vacation days, holidays, sick days and personal days will be counted as time worked for the purposes of Section D of this Article. However, holidays cannot be combined with any other paid leave time for purposes of calculation hours worked, i.e. an individual cannot take vacation, sick or personal days on a holiday.

E. Employees who work in excess of eight (8) hours in the work day or forty (40) hours in the work week will be paid at the rate of time and one half (1 ½) the regular straight time pay for all such hours worked. Overtime is to be distributed as equally as possible.

F. Work Schedule Changes shall be posted seven (7) working days in advance of any changes.

ARTICLE V

HOLIDAYS

A. The following holidays shall be recognized:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

B. When a holiday falls on a Saturday, it shall be celebrated on the previous Friday. Holidays falling on Sunday shall be celebrated on the following Monday.

C. Employees shall not be entitled to holiday pay unless they work their regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the Authority under such circumstances as approved vacation time, sick time or personal time. Employees absent from work due to sickness on the regularly scheduled day of work immediately preceding and immediately following the holiday shall furnish a medical certificate on the day they return to work.

D. If any of the above Holidays fall within an employee's vacation period, the employee shall not be charged a vacation day for said holiday

E. Employees required to work on a scheduled holiday shall be paid time and one half (1 ½) the regular rate of pay for all hours worked, this will be in addition to their regular pay. Employees who are not scheduled to work and were called in because of an emergency on a Sunday or a Holiday will be paid at the rate of double time (2x) their regular rate of pay for all hours worked, provided Sunday is not a regularly scheduled workday for the employee.

F. Employees will receive at least seven (7) days' notice of the schedule for the holiday. Holidays will be scheduled on a rotating basis.

G. An employee must give the Authority at least two (2) weeks notice when requesting off on a Holiday.



ARTICLE VI  
VACATIONS

A. The employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

<u>BEGINNING</u>	<u>END</u>	
1 <sup>st</sup> Year --	2 <sup>nd</sup> Year	1 working day per month, not to exceed ten (10) working days per year.
3 <sup>rd</sup> Year	5 <sup>th</sup> Year	13 Working Days
6 <sup>th</sup> Year	10 <sup>th</sup> Year	15 Working Days
11 <sup>th</sup> Year	15 <sup>th</sup> Year	18 Working Days
16 <sup>th</sup> Year	20 <sup>th</sup> Year	20 Working Days
21 <sup>st</sup> Year	25 <sup>th</sup> Year	23 Working Days
after 25 <sup>th</sup> Year		26 Working Days

B. Effective 1/1/03, 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.

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

D. Vacation time must be used in the year that it is earned. However, five (5) days accumulation may be carried into the next succeeding year, and used by May 1<sup>st</sup>.

E. The vacation period shall be the calendar year from the 1<sup>st</sup> day of March to the 30<sup>th</sup> of November. Employees may request vacation time other than the abovementioned period to the Director for approval. Employees must submit their vacation day requests for full-week vacations by March 1<sup>st</sup> of the calendar year in which it is to be taken. All other vacation day requests, including requests for changes in scheduled vacations, must be submitted to the Director for approval at least seven (14) days in advance and shall be subject to the operational needs of the Authority. The Executive Director or Operations Manager shall respond to the request seven (7) days prior to the vacation start date. Any emergency circumstances relevant to the employee's request shall be taken into consideration by the Director.

F. Vacation days shall be taken in full day increments.

**ARTICLE VII**  
**PERSONAL DAYS**

A. After one (1) year of service computed from the first (1<sup>st</sup>) day of hire, full-time employees will be granted three (3) Personal Leave Days during each year of this contract. Personal Leave Days shall not be accumulated. Only one personal day may be taken in December. Further, personal days shall not be used consecutively. Personal days are to be used at the employee's convenience with advance written approval from the Operations Manager or Executive Director. Personal days shall be taken in full day increments.

B. Part-time employees shall receive personal days under the following conditions:

1. Part-time employees must complete one (1) year of employment before days may be accrued;

2. After one (1) year of employment, part-time employees will receive one personal day for every four-hundred (400) hours worked. Hours shall accumulate from the one year anniversary date through December 31.

3. Thereafter, hours shall reset at zero beginning on January 1 each year and accumulate through December 31 of each year.

4. Employees shall utilize their personal day within the calendar year it is earned. If the day is earned in December, the it must be taken by January 31 of the next calendar year.

**ARTICLE VIII**  
**SICK LEAVE**

A. **SERVICE CREDIT FOR SICK LEAVE**

1. All non-probationary bargaining unit employees shall be entitled to sick leave with pay, in accordance with Section B Paragraph 1 of this Article.

2. 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. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill. Use by an employee of

sick leave because of death in the employee's immediate family will not affect the employee's evaluation.

3. For the purpose of this Article, immediate family means current spouse, children, step or foster children, brothers, sisters, parents of an employec, and any dependents other than those previously identified residing in the employee's household.

4. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and eleven (11) days in every calendar year thereafter. Effective 1/1/02, employees shall be entitled to one (1) additional sick day for a total of twelve (12) sick days in every calendar year thereafter. Any employees who are unable to work their full shift because of illness shall be allowed to use sick hours for the lost time.

2. Any amount of sick leave allowance 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 purpose.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified two (2) hours prior to the employee's starting time, except for night shift employees who must notify their supervisor no later than 6 pm prior to the shift.

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave may be required to submit acceptable medical evidence substantiating the illness.

a. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The 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 Authority, by a physician chosen by the employee from a panel of physicians designated by the 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.

E. ACCUMULATED SICK LEAVE INCENTIVE

Effective January 1, 2004, an employee who retires with at least ten (10) years of service with the Authority shall be reimbursed for accumulated, unused sick leave days at the rate of fifty-percent (50%) of the employee's daily rate of pay at the time of retirement up to a maximum payment of Nine Thousand Dollars (\$9,000.00). Effective January 1, 2018, an employee who retires with at least ten (10) years of service with the Authority shall be reimbursed for accumulated, unused sick leave days at the rate of fifty percent (50%) of the employee's daily rate of pay at the time of retirement up to a maximum payment of Eleven Thousand Dollars (\$11,000.00). Payment shall be made within six (6) months of the effective date of retirement. In order to qualify for this benefit, the employee must have at least thirty (30) accumulated sick leave days at the time of retirement.

F. DONATED SICK LEAVE

Employees are eligible to donate earned sick and/or vacation time to another Authority employee who is suffering from a catastrophic health condition or injury which compels his/her prolonged absence from work, per attached policy.

G. ATTENDANCE INCENTIVE

Employees who use three (3) sick days or less in a calendar year shall receive a bonus in the amount of \$250. Employees with perfect attendance in a calendar year shall receive a bonus in the amount of \$400. The bonus shall be paid in January of the year following the year it is earned.

**ARTICLE IX**  
**BEREAVEMENT LEAVE**

A. Leave with pay, not to exceed five (5) days, shall be granted to an employee in the event of the death of the employee's current spouse, domestic partner, children, step or foster children, brothers, sisters, parents, current parents-in-law, grandparents, grandchildren and any dependents other than those previously identified residing in the employee's household. For purposes of this provision, a "dependent" is any individual whom the employee may claim as a dependent for federal income tax purposes.

B. Leave with pay, not to exceed one (1) day, shall be granted to any employee in the event of the death of the employee's current brothers-in-law, current sisters-in-law, niece or nephew, or blood-related aunt or uncle.

C. Special cases will be referred to the Director.

D. Leave with pay as provided for in this section is intended to be used for the purposes of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be accumulated.

**ARTICLE X**  
**INSURANCE**

A. All non-probationary employees and part-time employees who work more than thirty (30) hours per week covered by this Agreement and eligible members of their family shall be entitled to full coverage of Horizon Blue Cross and Blue Shield Hospitalization plans. Health insurance contributions shall be consistent with P.L. 2010, c. 2 and P.L. 2011, c. 78.

B. In the event the Authority elects to participate in the State Health Benefits Plan for retirees, the employees covered by this Agreement shall be covered also.

C. All employees covered by this Agreement and eligible members of their families will be covered by the current prescription drug plan, the premiums will be paid by the Authority. Eligible employees shall be required to pay the same co-pay as non-bargaining unit employees. Co-pay for generic prescriptions shall be \$3 and co-pay for brand name prescriptions shall be \$10.

D. All other insurance benefits presently in effect shall be maintained throughout the period of the contract. The Authority shall have the right to change insurance carriers so long as the coverage is substantially the same.

E. All employees covered by this Agreement and eligible members of their families will be covered by the current dental plan. The premiums will be paid by the Authority. The Authority shall have the right to change insurance carriers so long as the coverage is substantially the same.

F. All eligible employees covered by this Agreement and eligible members of their families will be covered by the current vision plan, as selected by the Authority. The premium will be paid by the Authority. The Authority shall have the right to change insurance carriers so long as the coverage is substantially the same.

G. The Authority shall provide retiree health benefits to its employees in accordance with the August 11, 2004 Resolution of the City of Elizabeth Parking Authority Board of Trustees.

**ARTICLE XI**  
**PENSION PLAN**

The Authority shall continue for the lifetime of this Agreement to pay the Authority's portion of the pension costs under the Public Employee's Retirement System of New Jersey in effect at the signing of this Agreement.

**ARTICLE XII**  
**UNIFORMS**

A. Upon initial employment, the Employer shall provide at no cost to permanent employees (after the completion of ninety (90) days probationary period), a complete uniform consisting of:

Five (5) Shirts and five (5) Pants (combination summer and winter weight) Ticket Enforcement Officers shall be provided with five (5) long sleeve shirts and five (5) short sleeve shirts and five (5) pants.

One (1) Rainsuit

One (1) Oversized Reflective Safety Vest

A winter jacket will be provided as necessary. If a new winter jacket is provided, then the employees shall return the old jacket.

Two (2) wool hats with the appropriate EPA logo.

Also, the Authority shall purchase a total of five (5) tee shirts per employee. Additional t-shirts will

be provided as needed in accordance with Section B of this Article. Enforcement Officers shall not be provided with T-shirts.

Part-time employees shall receive two (2) shirts and two (2) pants.

In the event that the Employer modifies the uniform, or any portion thereof, the Employer shall provide the modified uniform, or modified portion, in the quantity set forth above at no cost to permanent employees.

B. The Employer shall replace uniforms, protective clothing and other issued equipment as required, due to normal wear and tear. The Employer is not required to replace any uniform article damaged by the employee's negligence or failure to take normal care.

C. The employee must not use any uniforms or equipment for any other purpose except the Authority's job. On his/her termination, the employee must return all Authority provided equipment. Failure to abide by safety rules and used safety equipment may result in disciplinary action.

### ARTICLE XIII

#### SALARIES

Effective 1/1/18, the minimum hourly rate of pay for Lot and Garage Attendants and Maintenance employees shall be eleven dollars (\$11.00). In addition to the increase in the minimum rates all bargaining unit employees shall receive the following percentage wage increases:

1/1/18	3.00%
1/1/19	3.00%
1/1/20	3.00%
1/1/21	3.00%

For full-time employees, there will be a \$250 bonus paid on or about January 1, 2018; a \$150 bonus paid on or about January 1, 2019; and a \$150 bonus paid on or about January 1, 2020. Part-time employees will be eligible for a bonus if they have been employed with the Authority for at least one full year on January 1 of the year the bonus is paid. Eligible part-time employees will be paid a \$100 bonus on or about January 1, 2018; a \$50 bonus on or about January 1, 2019; and a \$50 bonus on or about January 1, 2020.

A night shift differential shall be paid to the midnight shift of \$.25 per hour added to the hourly rate for working their regularly scheduled shift.

Employees will be paid in biweekly installments.

**ARTICLE XIV**

**CALL-IN PAY**

Employees who are called in to work after having left the premises of the Authority, at a time not contiguous to the employee's regular work time, will receive a minimum of four (4) hours' pay at the rate of time and one-half (1-1/2) for work performed during the call-in. An employee who is called in to work emergency overtime shall be entitled to a one (1) hour paid meal break after the completion of ten (10) consecutive hours of work. Any employee who performs sixteen (16) hours of consecutive work, shall be entitled to at least eight (8) hours off before reporting back to work.

When a State of Emergency is called by the Governor of New Jersey, due to weather, which results in the closure of all State, County, and City offices, all employees called into work will be paid time and one half (1-1/2) their regular rate of pay, for all hours worked during the State of Emergency.

The Authority shall have the right to require employees to be on call for snow removal at times other than when such employees are regularly scheduled to work. Employees scheduled to be on call shall receive two dollars and fifty cents (\$2.50) per hour for each hour they are required to be on call provided they come into work if called. Employees shall be told if they are on call prior to the end of their shift when possible. Employees who are not scheduled to be on call and are called in for snow removal before their regular shift shall receive time and one half (1 ½x) for all hours worked before the start of their regular shift. Time worked after the start of their regular shift shall be at straight time."

**ARTICLE XV**

**MAINTENANCE OF OPERATIONS**

A. It is recognized that the need for continued and uninterrupted operation of the Authority's Operations is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf,



will cause, authorize, members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, duties of employment), work stoppage, slowdown, walkout, concerted sick out or other job action against the Authority. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Authority, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Authority to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to see and obtain judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

## ARTICLE XVI

### AGENCY SHOP AND DUES CHECK OFF

#### I. AGENCY SHOP

##### A. REPRESENTATION FEE

The Authority agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Authority.

##### B. COMPUTATION OF FAIR SHARE FEE

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues, and

assessments. The computation of such fair share fee shall be in accordance with applicable law.

C. CHALLENGING ASSESSMENT PROCEDURE

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Authority pending final resolution of the challenge.

D. DEDUCTION OF FEE

No fee shall be deducted for any employee sooner than:

1. Thirtieth (30th) day following the notice of the amount of the fair share fee;

2. Satisfactory completion of a probationary period;

3. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

E. PAYMENT OF FEE

The Authority shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis, but no later than the 15<sup>th</sup> day of the month following such deductions, during the term of this Agreement.

F. MISCELLANEOUS

1. The Union shall indemnify, defend and save the Authority 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 Authority in reliance upon fair share information and/or information concerning the names of the employees and the amount of dues or fair share fees to be deducted.

2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

G. INITIATION FEES

Payroll deductions for new member initiation fees shall be made in five (5) equal installments following the Authority's receipt of the appropriate Dues Authorization Form. The Authority shall remit the deducted fees to the Union by the 15<sup>th</sup> of the month following their deduction. The Union shall indemnify,

defend and save the Authority 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 Authority in reliance upon the information provided by the Union concerning the deduction of the initiation fee.

H. DUES CHECK OFF

Payroll deduction for dues to the Union from members who are employees of the Authority covered by this Agreement shall be made by the Authority upon the submission to the Authority by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Authority official shall forward said dues deductions to the Union on a monthly basis, but not later than the 15<sup>th</sup> day of the month following such deductions, during the term of this Agreement. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Authority. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

The Union shall indemnify, defend and save the Authority harmless against any and all claims. Demands, suits or other form of liability that shall arise out of or by reason of action taken by the Authority in reliance upon information and/or information concerning the names of employees and the amount of dues to be deducted.

I. FAILURE TO REMIT DEDUCTED FEES OR DUES

If the Authority fails to remit deducted fair share fees, initiation fees or dues to the Union within thirty (30) days of the fifteenth of the month following their deduction, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the arbitrator finds that the Authority's delinquency violates this Agreement, the arbitrator may award interest, at the prime rate, for the period that the delinquent amounts remained outstanding and may award the Union the costs of the arbitration, including reasonable attorney's fees. As a condition to the Union's proceeding directly to arbitration in the above manner the Union must serve the Authority's Director with at least fourteen (14) days written notice, via certified mail, of the delinquent fair share fees, initiation fees or dues.

**ARTICLE XVII**

**SENIORITY**

Seniority for the purposes of this Agreement is defined as the total length of continuous service with the Authority within the bargaining unit commencing with the last date of hire as a full-time employee. Current seniority list shall be in effect for compliance with this Article. In the event of a layoff by the Authority, such layoff will be in the inverse order of seniority, provided the senior employee has the skill, ability and physical fitness to perform the required work.

**ARTICLE XVIII**

**POSTING OF OPENINGS**

A. Bargaining unit job openings will be posted on a bulletin board in the Maintenance Shop for a period of ten (10) calendar days.

B. Bargaining unit employees have the right to apply for openings and consideration for filling a job opening will be made on the basis of skill, ability, experience and licenses, if applicable. Seniority will be a factor in the selection.

**ARTICLE XIX**

**BULLETIN BOARDS**

The Authority will provide a bulletin board in the Maintenance Shop for the purpose of posting notices relating to meetings and other union business. The posting of these notices is subject to the approval of the Authority Director or his designee.

**ARTICLE XX**

**JURY DUTY**

A. An employee who is called to Jury Duty shall immediately notify his/her supervisor. All bargaining unit employees who have completed their probationary period and who are summoned to serve as Jurors will receive their regular wage rate for each work day while on jury duty.

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

day

C. An employee shall not be required to report back to work on any day he/she is in attendance at court for jury duty service, regardless of the employee's shift.

D. The Employer retains the right to request that the employee be excused from jury duty because he/she is required on the job.

#### ARTICLE XXI

#### EDUCATION

In accordance with Authority policy, which may be amended from time to time, employees covered under this Agreement will be reimbursed for the cost of education programs which attendance has been required by the Authority or has been approved in advance by the Authority Director.

#### ARTICLE XXII

#### UNION BUSINESS

A. In the event the Union shop steward is present during formal grievance hearings and such hearings are scheduled to take place during the regular working hours of said shop steward, the shop steward will be excused from duty without loss of regular straight time pay for such time as may be required to hear the grievance. There shall only be one (1) shop steward for the bargaining unit.

B. Employees who are members of the Union negotiating committee (no more than three (3) employees) shall suffer no loss of regular straight time pay for participation in mutually scheduled negotiations which may occur during their regular working hours.

C. The Union business representative may have access to Authority facilities for the purpose of adjusting grievances and the settlement of disputes provided such representative has received approval to do so in advance from the Authority Director or his designee. Forms will be adjusted to provide for a space that an employee refused union representation if it applies.

D. Leave of absence with pay to attend and serve as delegates to Union activities which furthers professional development shall be granted to one unit employee per year as approved by the Executive Director.

**ARTICLE XXIII**

**ACCESS TO PERSONNEL FILES**

No more than once per calendar year, an employee may review his/her personnel file. The Authority shall schedule this review within fifteen (15) working days of the request. The employee may elect to have his/her shop steward present during the review. The review shall take place during the Authority's operation hours and on the employee's off-schedule hours or during his/her lunch. If the employee requests that his/her shop steward be present, the review will be scheduled during both the employee's and the shop steward's off-schedule hours. The Authority shall have the right to require that a management representative be present during the review. Nothing may added to or removed from the file during this review, nor may any existing document be altered in any way. No document of anonymous origin shall be maintained in the personnel file.

**ARTICLE XXIV**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXV**

**FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

**ARTICLE XXVI**

**TERM AND RENEWAL**

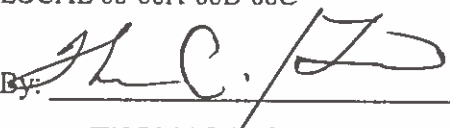
This Agreement shall be in full force and effect as of January 1, 2018 and shall remain in effect to and including December 31, 2021, without any reopening date. Any economic changes in this Agreement shall apply only to those employees on the payroll of the Authority at the date of execution of this Agreement. 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 eight (180) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at City of Elizabeth Parking Authority, Elizabeth, New Jersey, on this 7<sup>th</sup> day of June, 2018.

CITY OF ELIZABETH PARKING  
AUTHORITY

By:   
CARLA A. MAZZA  
Executive Director

INTERNATIONAL UNION OF OPERATING  
LOCAL 68-68A-68B-68C


By:   
THOMAS P. GIBLIN  
Business Manager

ATTEST:

By:   
JOHN B. MORIARTY  
General Counsel

By:   
EDWARD P. BOYLAN  
President

By:   
RAYMOND SIMIONE  
Recording Secretary

By:   
SALVATORE COSTANZA  
Business Representative