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NOT CIRCULATED

AGREEMENT BETWEEN THE CITY OF
ELIZABETH, NEW JERSEY
AND
CITY HALL EMPLOYEES' ASSOCIATION AS
AFFILIATED WITH UNION COUNCIL #8 NEW JERSEY
CIVIL SERVICE ASSOCIATION

PREAMBLE

This Agreement entered into this 7th day of
May, 1971, by and between the City of Elizabeth, New
Jersey, hereinafter referred to as the "City", and City
Hall Employees' Association as affiliated with Union Council
#8 New Jersey Civil Service Association, hereinafter referred
to as the "Association", is designed to promote a harmonious
relationship between the City, the Association and such of
the City's employees as are represented by the Association.

ARTICLE I
RECOGNITION

1. The City hereby recognized Union Council #8 New Jersey Civil Service Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all City Hall employees, but excluding all foremen and supervisors, managers and department heads.

2. Unless otherwise indicated, the terms "employee," or "employees" when used in this Agreement refers to all persons represented by Union Council #8 New Jersey Civil Service Association.

ARTICLE II
ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

1. The Employer agrees to deduct from the salaries of employees, dues for the Association when authorized in writing to do so by each employ Individual authorization forms shall be furnished and filed by the Associat with the appropriate business office of the Employer.

An authorization for deduction of Association membership dues, shallbe terminated automatically when an employee is removed from the payroll of the City of Elizabeth. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the City of Elizabeth to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the City of Elizabeth shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

2. The amount of monthly Association membership dues will be certified by the President of the Association in writing to the Employer, and the amount so certified will be uniform for all members of the Association.

The above will be in compliance with R. S. 52:14-15.9e

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Cit or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

If any provision of this Article is invalid under Federal Law, or the laws of the State of New Jersey, said provisions shall be modified to comply with the requirements of Federal or State Law or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE III
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 weeks in advance by Union Council #8 Secretary.

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

ARTICLE IV
BULLETIN BOARDS

The Association shall have the use of bulletin boards as submitted to the Business Administrator, such boards to be used solely 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.

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ARTICLE V
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 an official of the Association, in conference with the Director or his designee. Should no acceptable agreement be reached within an additional three (3) working days
- Step 3. the matter shall be referred to the Civil Service Commission.

ARTICLE VI
WORKWEEK

It is understood by the parties that ^{the}teh hours of work in existence at the time of this Agreement for all departments shall remain in full force and effect. Present work shcedules shall be maintained, subject to change by mutual agreement.

ARTICLE VII
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 over-time 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 VIII
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 IX
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 adjust longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1. 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 XII
VACATIONS

1. Effective January 1st, 1970, 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 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.

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 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 that

ARTICLE XII
VACATIONS (Cont'd)

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.

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 XIII
OVERTIME

Employees 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 times his base hourly rate. Employees who work forty hours per week shall be paid at the rate of one and one-half 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.

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ARTICLE XIV
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 XV
DISCIPLINE AND DISCHARGE

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

ARTICLE XVI
INSURANCE

1. All members of the unit covered by this agreement, and 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 to become effective as soon as practicable after the execution date of this agreement depending upon arrangements with the City's insurance carrier, 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 XVII
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 XIX
SICK LEAVE

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

ARTICLE XVIII
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 the Association.

It is understood that employes 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 V 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 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 XX
MILITARY CLAUSE

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

ARTICLE XXI
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

ARTICLE XXII
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 her accrued sick leave. Otherwise, the time on leave shall be without pay. Leave shall begin with the commencement of the fifth (5th) month of pregnancy. Employee on maternity leave must return to work not more than thirty (30) days after birth or termination of pregnancy, whichever occurs sooner, unless the employee submits a statement in writing from the attending physician attesting to the need for an extended leave and indicating the length of such extension. The returning employee 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 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, fomenting or participating in a strike, slowdown or other interference.

ARTICLE XXIV
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, 1970. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment or a partial increment whichever applies.

Employees of the Water Utility shall receive an adjustment on overtime worked during 1970 based on the salaries agreed to in this contract at the rate of time and one-half.

ARTICLE XXV
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 \$.10 per mile.

ARTICLE XXVI
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 XXVII
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 superseded.,

ARTICLE XXVIII
TERM OF AGREEMENT

The following items of this Agreement are retroactive to January 1, 1970.

1. \$400.00 salary increase for all employees
2. Increments to all employees who are eligible under the present salary range schedule in effect in the City of Elizabeth
3. Overtime adjustment for employees who work forty (40) hours per week in the Water Utility Division of the Department of Public Works at the rate of time and one-half based on the hourly rate negotiated in this Agreement.
4. Article XII, paragraphs 1, 2, 3, 4 & 5 of this Agreement

All other clauses and benefits negotiated and made a part of this Agreement shall become effective on the date of the execution of this contract unless herein abridged.

This Agreement shall be in full force and effect from January 1, 1970 through and including the 31st day of December, 1970. 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.

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 7 day of May, 1971:

THE CITY OF ELIZABETH

BY: Thomas G. Dunn
THOMAS G. DUNN, MAYOR

ATTEST:

John J. Dwyer
JOHN J. DWYER,
City Clerk

UNION COUNCIL #8 NEW JERSEY CIVIL
SERVICE ASSOCIATION

BY: Thomas J. ...

BY: John ...

ATTEST:

Y. Marra

BY: _____

CITY HALL EMPLOYEES ASSOCIATION

BY: Thomas ...

BY: Edwin ...

Approved as to form and legality

Frank P. ...
City Attorney