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20-04

AGREEMENT ENTERED into this 11<sup>th</sup> day of September, 1973,  
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.

THIS BOOK DOES  
NOT CIRCULATE

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.

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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 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.;

ARTICLE VI  
MANAGEMENT RESPONSIBILITY (Cont'd)

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 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.

ARTICLE VIII  
LONGEVITY (Cont'd)

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:

ARTICLE X  
PERSONAL DAY (Cont'd)

- 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, 1973, 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 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.

ARTICLE XI  
VACATIONS (Cont'd)

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 na 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 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 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, 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 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 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 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 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,



ARTICLE XXI  
MATERNITY LEAVE (Cont'd)

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 to 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, slow-downs, 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,

ARTICLE XXIII  
BAN ON STRIKES (Cont'd)

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 ten (10) 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 Five Hundred (\$500.00) dollars per year, retroactive to January 1, 1973. 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 Five Hundred (\$500.00) dollars per year, effective January 1, 1974. Those covered supervisors eligible within the terms of the City's present salary schedule shall receive one (1) increment.

ARTICLE XXVIII  
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 XXIX  
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 XXX  
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 XXXI  
APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to supervisors 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  
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

ARTICLE XXXII  
TERM OF AGREEMENT (Cont'd)

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 11<sup>th</sup> day of September, 1973.

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: Blair E. Lyall

Regina Buckley

CITY OF ELIZABETH
APPROVED AS TO FORM
<u>[Signature]</u>
PHYSICAL CONDITIONS
TERMS & CONDITIONS
<u>J.P.K.</u>
<u>[Signature]</u>