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AGREEMENT
BETWEEN
CITY OF ELIZABETH, NEW JERSEY
AND
UNION COUNCIL NO. 8 NEW JERSEY CIVIL SERVICE ASSOCIATION
(CITY HALL EMPLOYEES)

JULY 1, 1994 THROUGH JUNE 30, 1998



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AGREEMENT entered into this 11th day of February, 199~~8~~⁷, by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" or "Employer", and UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter referred to as the "Association" or "Union", is designed to promote a harmonious relationship between the City, the Association and such of the City employees as are represented by the Association.

ARTICLE I

RECOGNITION

1. The City hereby recognizes Union Council No. 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, refer to all persons represented by Union Council No. 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 employee. Individual authorization forms shall be furnished and filed by the Association with the appropriate business office of the Employer.

2. An authorization for deduction of Association membership dues shall be 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/her salary during such absence. Upon his return to employment at the termination of his/her 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.

3. 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.

4. The above will be in compliance with N.J.S.A. 52:14-15.9e.

5. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City 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 assignee's 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.

ARTICLE II

ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP (Continued))

6. 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 IIA

UNION SECURITY

1. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the Unit.

3. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

4. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action, or claims of loss whatsoever arising as a result of said deductions.

5. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Union shall establish and maintain at all times a demand and return system as provided N.J.S.A. 34:13A-5.5(c) and 5.6 (L. 1979, c.477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making such deductions.

ARTICLE III

BULLETIN BOARDS

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

ARTICLE IV

ASSOCIATION BUSINESS LEAVE

1. The Association shall advise the City in writing of the name of its representatives, the place of employment from which they are designated and the terms for which they are to serve in a representative capacity.

2. Before any representative may leave his/her area or place of employment, he/she shall be required to obtain approval in advance from the Business Administrator or his/her designee.

The Association shall neither solicit members, nor conduct any business on City property during City-assigned working schedules of either representative of the Association or the employee involved, except for the following:

- (a) Collective negotiations.
 - (b) Time spent conferring with the City or employees on specific grievances as specified in the Grievance and Arbitration Procedures, Article V, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict, the work assignments shall have priority.
3. When an authorized representative is excused from his/her assigned duties, he/she shall:
- (a) Notify the supervisor of any City facility visited on arrival.
 - (b) Notify his/her supervisor or designated representative upon return to the job.
 - (c) Record his/her time out and time in with his/her supervisor upon leaving and returning to the job.

ARTICLE V

GRIEVANCE PROCEDURE

1. Any grievance or dispute that may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be initiated in the following manner within twenty (20) working days after the aggrieved employee knew or reasonably should have discovered its occurrence or such grievance shall be deemed abandoned with all loss of retroactivity

- Step 1: The grievance shall be discussed at a time and place mutually agreed upon by both parties with the employee involved and a Union representative together with the supervisor designated by the City. If no answer is given within five (5) working days by the supervisor, the grievance shall be deemed to have been denied, and the Union may proceed to Step 2.
- Step 2: If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union, setting forth a statement of the grievance and submitted within five (5) working days after the answer and/or denial in Step 1 to the Director or any person designated by him. A meeting will be held within five (5) days of the submission. The answer to such grievance shall be made in writing, with a copy to the Union, within five (5) working days of the meeting. If no answer is given within five (5) working days by the Director, the grievance shall be deemed to have been denied and the Union may proceed to Step 3.
- Step 3: If the grievance is not settled at Steps 1 and 2, then the Union shall have the right to submit such grievance to the Business Administrator within five (5) working days after the answer and/or denial in Step 2. A meeting will be held within five (5) days of the submission. A written answer to said grievance shall be served upon the individual and the Union within seven (7) working days after the meeting. If no answer is given within seven (7) working days by the Business Administrator, the grievance shall be deemed to have been denied at Step 3. Grievances involving minor discipline may be processed directly to Step 3 of the grievance procedure within five (5) working days from the date of Notice of Minor Discipline.
- Step 4: If the grievance is not settled through Steps 1, 2 and 3, and the grievance does not involve a matter appealable to the New Jersey Department of Personnel/Merit System Board, then the Union shall have the right to request binding arbitration of the grievance within twenty (20) working days after the answer or denial at Step 3. If the parties are unable to

ARTICLE V

GRIEVANCE PROCEDURE (continued)

agree upon an arbitrator, an arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission. Grievances involving minor discipline may be submitted to binding arbitration to the extent permitted by law. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties and upon the grievant. The arbitrator shall have no authority to add to, subtract from or modify the language of this Agreement in any way. The cost of arbitration shall be borne by the City and the Union equally. The Business Administrator shall be given written notice on the same date the Union files for arbitration.

Any appeal from the final decision of a Step 3 grievance with respect to a major disciplinary or discharge action shall be made to the New Jersey Department of Personnel/Merit System Board in accordance with its procedures, rules and regulations, and there shall be no right to arbitration of any grievances pertaining to major discipline or discharge.

2. Any disposition of a grievance as herein defined which is accepted by the Union, or from which no appeal is taken within the time periods set forth in this grievance procedure, shall be final and conclusive and binding upon the employee, the Union and the City. If the City fails to respond to a grievance within the time limits provided, the Union may process the grievance to the next step.

3. If any grievance or dispute involving the construction of statutes, either party may proceed in court for a judicial determination of such statutory construction and shall not submit the same to arbitration.

4. The time limits provided for herein may be extended by mutual agreement of the parties which must be in writing.

ARTICLE VI

WORK WEEK

The Employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping times 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 VII

MANAGEMENT RESPONSIBILITY

1. 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 abridged in this Agreement, including, but not limited to selection and direction of the force; to hire; to suspend or discharge for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11A:8-1 and N.J.A.C. 4A:8-1.1 et seq., or for other legitimate reasons, not inconsistent with the terms and provision of this Agreement; to decide on the number and locations of facilities, to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others by contract or otherwise. It also retains the right to discontinue this service, at any time, for reasons of economy.

2. City-wide employee benefits granted during the life of this agreement will include employees covered by this contract.

ARTICLE VIII

ACCESS

1. A duly authorized representative of the Association, designated in writing, after reporting to the Office of the Business Administrator, or his/her 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/her 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.

2. Facilities in City Hall shall be made available to the Association for meetings that are scheduled after working hours provided advanced permission is received from the City.

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/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she 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.

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 X

SENIORITY

1. 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:

- A. Discharge
- B. Resignation
- C. Absence for five (5) consecutive days without leave or notice
- D. Absence for illness, injury or leave without pay for more than one (1) continuous year.

2. Nothing in this paragraph shall restrict the powers of the Employer or the rights of the employee as set forth in New Jersey Department of Personnel Statutes, rules and regulations.

ARTICLE XI

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

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

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

ARTICLE XII

PERSONAL DAY

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

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

2. This day shall not be accumulated or cashed out.

3. Effective January 1, 1996, full-time employees may be granted up to two (2) Personal Leave Days during each year of this Agreement after one (1) year of service computed from the last date of hire, for use for any of the reasons listed in Section 1, above. These Personal Leave Days shall not be accumulated or cashed out.

ARTICLE XIII

VACATIONS

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

First year -- One (1) working day per month

First three months -- earned but cannot spend

<u>BEGINNING</u>	<u>END</u>	
2nd year	5th year	13 working days
6th year	10th year	15 working days
11th year	15th year	18 working days
16th year	20th year	20 working days
21st year	25th year	23 working days
after 25 years		26 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 vacations days may not be extended beyond the second year.

4. The vacation period shall be the calendar year from the 1st 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 operation.

ARTICLE XIII

VACATIONS (continued)

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 an employee is entitled to vacation leave at the time of death, the employee's 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 XIV

OVERTIME

1. All hours worked over forty (40) hours in the work week shall be paid at the rate of one and one-half times an employee's regular rate of pay.
2. Regular rate of pay is an employee's base salary plus longevity.
3. Upon execution of this contract, employees required to work on a scheduled holiday, shall be paid time and one-half his/her regular rate of pay for all hours worked. This will be in addition to his/her regular pay.
4. Employees required to work over their required hours in a work week may elect to receive payment at the straight time or compensatory time rate for time worked up to forty (40) hours. Should an employee accrue compensatory time in lieu of payments, such compensatory time shall not exceed ninety (90) hours.

ARTICLE XV

CALL BACK

If an employee covered by this Agreement is called back to work at a time other than his/her regular working hours, he/she shall be guaranteed a minimum of three (3) hours of compensatory time, payment at straight time, or two (2) hours at time and one half, whichever applies as explained in Article XIV of this contract.

ARTICLE XVI

LEAVE WITHOUT PAY

1. 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.
2. Such leaves of absence may be renewed for an additional period not to exceed six 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 New Jersey Department of Personnel for reasons as established by Department Regulations.
3. Request for such leave shall be in writing to the appointing authority no 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 XVII

DISCIPLINE AND DISCHARGE

Discipline and discharge of employees shall be as provided in New Jersey Department of Personnel statutes, rules and regulations.

ARTICLE XVIII

INSURANCE

1. All employees 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" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

A. Apply to all eligible present and future pensioners of the Employer and their dependents.

B. Continue as long as the State is paying the costs of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.

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

D. Require the local Employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally administered retirement system effective after the date the Employer adopted the State Health benefits program on a

ARTICLE XVIII

INSURANCE (continued)

benefit based on 25 years or more of service credited in such retirement system, and also to reimburse retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City.

5. All employees covered by this Agreement and eligible members of their families will be covered by a Dental Plan. The premiums will be paid by the City.

6. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

ARTICLE XIX

ASSOCIATION PRIVILEGES

Copies of general orders, rules and regulations 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 XX

RULES AND REGULATIONS

1. 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.

2. 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 believes 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.

3. In the event that an employee or employees shall refuse to execute promptly and efficiently any 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.

ARTICLE XXI

SICK LEAVE

1. Sick leave shall be as provided for in the New Jersey Department of Personnel statutes, rules and regulations.

2. The parties agree that the City will implement the plan, set forth in Appendix B attached to this Agreement, approved by the State of New Jersey Department of Personnel/Merit System Board, that will allow employees to donate their sick and vacation days to other employees who have run out of sick time and are critically ill. The plan shall remain in effect as long as the State of New Jersey Department of Personnel/Merit System Board continues to approve of it; the plan shall be discontinued if such approval is withdrawn.

ARTICLE XXII

MILITARY LEAVE

Military leave shall be as provided by applicable Federal and State Statutes and/or Department of Personnel Rules and Regulations

ARTICLE XXIII

FUNERAL LEAVE

A. July 1, 1994 through December 31, 1995

The following provisions regarding Funeral Leave shall be in effect July 1, 1994 through December 31, 1995:

1. Leave with pay, not exceeding three (3) days, shall be granted to any employee in the event of a death in his/her immediate family.

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

- A. Mother and Father
- B. Husband or Wife
- C. Children
- D. Brother or Sister
- E. Mother-in-law and Father-in-law
- F. Grandmother and Grandfather
- G. Sister-in-law and Brother-in-law
- H. Grandchildren of employee or spouse

This provision also applies for any other relative who resides with the employee.

3. One (1) working day shall be allowed in the event of the death of an Aunt or Uncle.

4. Special cases will be referred to the Director.

ARTICLE XXIII

FUNERAL LEAVE (continued)

5. Funeral leave with pay as provided for in this section is intended to be used for the purpose of handling the necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be cumulative.

B. Effective January 1, 1996 and Thereafter

Effective January 1, 1996, the following provisions regarding Funeral Leave shall take effect January 1, 1996:

1. 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, children, step or foster children, brothers, sisters, parents of an employee, 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.

2. Leave with pay, not to exceed three (3) days, shall be granted to an employee in the event of the death of the employee's current parents-in-law, current brothers-in-law, current sisters-in-law, or grandparents and grandchildren of employee or current spouse.

3. One (1) working day of Funeral Leave shall be allowed in the event of the death of a blood-related aunt or uncle.

4. Special cases shall be referred to the director.

5. Funeral leave with pay as provided for in this section is intended to be used for the purpose of handling the necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be cumulative.

ARTICLE XXIV

MATERNITY LEAVE

1. Upon request in writing to the City, a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave shall be with pay to the extent of accrued sick leave; otherwise, the time on leave shall be without pay.

2. Employees 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 treating physician stating the need for an extended leave and indicating the length of such extension.

3. Seniority shall be accrued while the employee is on paid leave, but shall only be retained during leave without pay.

ARTICLE XXV

JURY DUTY

1. An employee who is called to jury duty shall immediately notify his/her 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/she is in attendance at Court for jury duty service, regardless of the employee's shift.
4. The Employer retains the right to request that the employee be excused from jury duty because he/she is required on the job.

ARTICLE XXVI

BAN ON STRIKES

1. 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.

2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the 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 include suspension of or interference with normal work performance.

3. 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 XXVII

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decision causes 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 invalidity of the remaining Articles or portions of this Agreement. They will remain in full force and effect for the duration of this contract.

ARTICLE XXVIII

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 XXIX

WAGES

1. There shall be no general salary increase for the period July 1, 1994 through December 31, 1994. Salaries shall remain at their July 1, 1993 levels throughout this period.

2. Effective and retroactive to January 1, 1995, regular full-time employees covered by this Agreement shall receive a general salary increase of three percent (3%), as more fully set forth in Appendix A attached.

3. Effective and retroactive to January 1, 1996, regular full-time employees covered by this Agreement shall receive a general salary increase of three percent (3%), as more fully set forth in Appendix A attached.

4. Effective July 1, 1996, regular full-time employees covered by this Agreement shall receive a general salary increase of four percent (4%), as more fully set forth in Appendix A attached.

5. Effective July 1, 1997, regular full-time employees covered by this Agreement shall receive a general salary increase of four percent (4%), as more fully set forth in Appendix A attached.

6. In addition, during the term of this Agreement (July 1, 1994 through June 30, 1998), those covered employees eligible within the term of the City's salary schedule shall receive one increment on each January 1 that occurs during the term of this Agreement. However, no employee will be paid a salary rate above the maximum of the range for his/her title.

ARTICLE XXX

TRAVEL ALLOWANCE

Effective upon the signing of this Agreement, the employees covered by said Agreement who are required to use privately-owned automobiles in the performance of their duties shall be reimbursed for such use at the rate of twenty-six cents (\$.26) per mile.

ARTICLE XXX-A

TRAVEL ALLOWANCE (Meter Readers)

1. Effective upon the signing of this Agreement, employees of the Water Utility who are required to use public transportation in the performance of their duties, shall be reimbursed at the rate of two dollars (\$2.00) per day.

2. Said payment will only be made when employees work in the field and transportation is not provided.

ARTICLE XXXI

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 XXXII

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 XXXIII

POSTING OF JOB VACANCIES

The City shall post notices of openings and promotional vacancies in bargaining unit jobs on the bulletin boards it ordinarily uses for notices to bargaining unit employees. The Union will be provided with copies of all such postings.

ARTICLE XXXIV

TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from July 1, 1994 through and including the 30th day of June, 1998. If either party wishes to terminate, amend or otherwise modify terms and conditions set forth herein at the time of expiration, it must notify either 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.

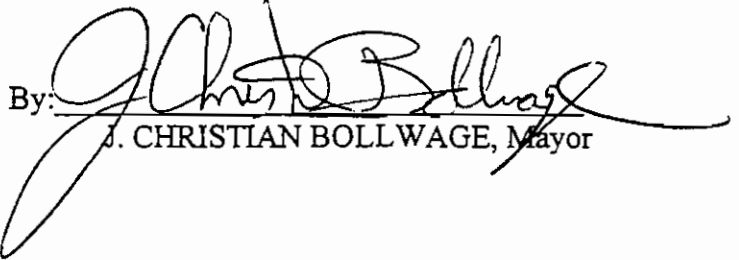
ARTICLE XXXV

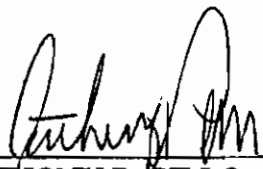
TERM OF AGREEMENT (Continued)

IN WITNESS WHEREOF, the parties have caused their names to be signed on this

11th day of February 1997.

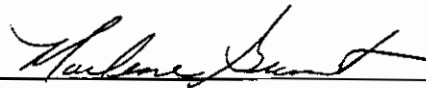
CITY OF ELIZABETH, NEW JERSEY

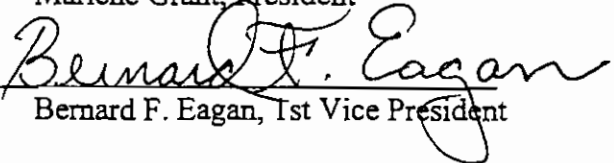
By: 
J. CHRISTIAN BOLLWAGE, Mayor

ATTEST: 
ANTHONY R. PILLO, City Clerk

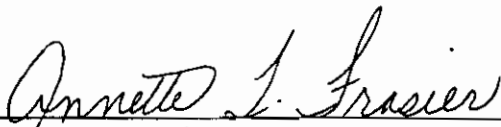
DATE: 2/17/97

UNION COUNCIL NO. 8, NEW JERSEY
CIVIL SERVICE ASSOCIATION

By: 
Marlene Grant, President

By: 
Bernard F. Eagan, 1st Vice President

ELIZABETH CITY HALL
EMPLOYEES' ASSOCIATION

By: 
Annette T. Frasier, President

**CITY HALL EMPLOYEES ASSOCIATION - (Council #8)
4 YEAR CONTRACT 7/01/94 - 6/30/98**

Title	V/o	Range	Steps	Incrmt	1-1-95 (3% Inc)		1-1-96 (3% Inc)		7-1-96 (4% Inc)		7-1-97 (4% Inc)	
					Min	Max	Min	Max	Min	Max	Min	Max
ACCOUNT CLERK	4	17-30	4	325	19,052	20,352	19,662	20,962	20,501	21,801	21,373	22,673
ACCOUNTANT	2	07-30	4	325	24,188	25,488	24,953	26,253	26,003	27,303	27,095	28,395
ADMINISTRATIVE ANALYST	4	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
ADMINISTRATIVE CLERK	5	05-30	4	325	26,196	27,496	27,021	28,321	28,154	29,454	29,332	30,632
ADMINISTRATIVE SECRETARY	3	02-30	4	325	27,600	28,900	28,467	29,767	29,657	30,957	30,896	32,196
ADMINISTRATIVE SECRETARY (EPD)	1	01-35PD	4	375	32,218	33,718	33,230	34,730	34,619	36,119	36,064	37,564
AFFIRMATIVE ACTION OFFICER	1	06-30	4	325	25,815	27,115	26,628	27,928	27,745	29,045	28,907	30,207
AIR POLLUTION INSPECTOR	3	08-30	4	325	23,709	25,009	24,460	25,760	25,490	26,790	26,562	27,862
ANALYST GRANT APPLICATIONS	1	07-30	4	325	24,188	25,488	24,953	26,253	26,003	27,303	27,095	28,395
ASSESSING CLERK TPG	1	14-30	4	325	20,199	21,499	20,844	22,144	21,790	23,090	22,651	23,951
ASST ASSESSOR	3	10-30	4	325	22,911	24,211	23,638	24,938	24,635	25,935	25,672	26,972
ASST ENGINEER	2	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
ASST MUN SUPT WEIGHTS & MEASURES	2	08-30	4	325	23,709	25,009	24,460	25,760	25,490	26,790	26,562	27,862
ASST PENSION FUND SUPERVISOR	1	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
ASST PLANNER	3	05-30	4	325	26,196	27,496	27,021	28,321	28,154	29,454	29,332	30,632
ASST SECY BOARD / COMMISSION (ABC)*	1	04-30	4	325	26,580	27,880	27,416	28,716	28,565	29,865	29,760	31,060
ASST VIOLATIONS CLERK	1	04-30	4	325	26,580	27,880	27,416	28,716	28,565	29,865	29,760	31,060
ASST VIOLATIONS CLERK	1	13-30A	4	325	(41/196)	(41/196)	22,000	23,300	22,932	24,232	23,901	25,201
BUILDING INSPECTOR	3	01-35BP	4	375	39,969	41,469	41,213	42,713	42,921	44,421	44,698	46,198
BUILDING INSPECTOR / ZONING OFFICER	1	01-35BZO	4	375	40,607	42,107	41,871	43,371	43,605	45,105	45,410	46,910
CASHIER	6	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
CHIEF CLERK (housing & inspection)	1	11-30	4	325	22,496	23,796	23,210	24,510	24,190	25,490	25,210	26,510
CLERK	8	18-30	4	325	18,924	20,224	19,531	20,831	20,364	21,664	21,231	22,531
CLERK STENOGRAPHER	3	16-30	4	325	19,434	20,734	20,056	21,356	20,910	22,210	21,799	23,099
CLERK STENOGRAPHER	3	02-35	4	375	22,689	24,189	23,414	24,914	24,411	25,911	25,447	26,947
CLERK TRANSCRIBER (EPD)	6	03-35	4	375	22,284	23,784	22,997	24,497	23,977	25,477	24,996	26,496
CLERK TYPIST	52	17-30	4	325	19,052	20,352	19,662	20,962	20,501	21,801	21,373	22,673
CLERK TYPIST (FIRE)	3	17-30	4	325	19,052	20,352	19,662	20,962	20,501	21,801	21,373	22,673
CLERK TYPIST	5	04-35	4	375	22,243	23,743	22,955	24,455	23,933	25,433	24,950	26,450
CLERK TYPIST (EPD)	5	04-35	4	375	22,243	23,743	22,955	24,455	23,933	25,433	24,950	26,450
CLERK / TELEPHONE OPERATOR	2	15-30	4	325	19,881	21,181	20,516	21,816	21,389	22,689	22,297	23,597
COLLECTOR DELINQUENT ACCOUNTS	1	11-30	4	325	22,496	23,796	23,210	24,510	24,190	25,490	25,210	26,510
COMMUNICATIONS OPERATOR TPG (EPD)	14	03-35	4	375	22,284	23,784	22,997	24,497	24,497	25,490	25,210	26,510
COMMUNICATIONS OPERATOR TPG (EPD)	14	01-35B	4	375	(41/196)	(41/196)	24,097	25,597	25,121	26,621	26,186	27,686
COMMUNICATIONS OPERATOR TRAINEE TPG (EPD)	10	09-35	4	375	(41/196)	(41/196)	21,087	22,587	22,001	23,501	22,941	24,441
COMMUNITY CENTER, DIRECTOR (EPD)	1	01-40CCD	4	325	35,121	36,421	36,213	37,513	37,114	38,414	39,275	40,575
COMMUNITY RELATIONS SPECIALIST (EPD)	1	01-40GRS	4	325	36,799	38,099	37,942	39,242	39,511	40,811	41,144	42,444
COMPLAINT INVESTIGATOR	1	20-40	4	325	18,924	20,224	19,531	20,831	20,364	21,664	21,231	22,531
COMPUTER OPERATOR	2	11-40	4	325	26,580	27,880	27,416	28,716	28,565	29,865	29,760	31,060

**CITY HALL EMPLOYEES ASSOCIATION - (Council #8)
4 YEAR CONTRACT 7/01/94 - 6/30/98**

Title	t/o	Range	Steps	Incrmt	1-1-95 (3% inc)		1-1-96 (3% inc)		7-1-96 (4% inc)		7-1-97 (4% inc)	
					Min	Max	Min	Max	Min	Max	Min	Max
COMPUTER OPERATOR TRAINEE	1	18-40	4	325	21,476	22,776	22,160	23,460	23,098	24,398	24,074	25,374
COST ESTIMATOR PROPERTY IMPROVEMENT	5	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
COURT INTERPRETER (BI-LINGUAL) TPG	5	15-40	4	325	24,450	25,750	25,223	26,523	26,283	27,583	27,387	28,687
DATA ENTRY MACHINE OPERATOR	1	15-30	4	325	19,881	21,181	20,516	21,816	21,389	22,689	22,297	23,597
DATA ENTRY MACHINE OPERATOR (EPD)	4	03-35	4	375	22,284	23,784	22,997	24,497	23,977	25,477	24,996	26,496
DATA PROCESSING PROGRAMMER	4	01-40	4	325	32,321	33,621	33,330	34,630	34,715	36,015	36,156	37,456
DENTAL ASSISTANT	1	15-30	4	325	19,881	21,181	20,516	21,816	21,389	22,689	22,297	23,597
DEPUTY REGISTRAR OF VITAL STATISTICS	1	02-30	4	325	27,600	28,900	28,467	29,767	29,657	30,957	30,896	32,196
DRAFTING TECHNICIAN	3	12-30	4	325	22,178	23,478	22,882	24,182	23,849	25,149	24,855	26,155
ELECTRICAL INSPECTOR	3	01-35EI	4	375	39,969	41,469	41,213	42,713	42,921	44,421	44,698	46,198
EMPLOYEE BENEFITS CLERK TPG	1	14-30	4	325	20,189	21,489	20,844	22,144	21,730	23,030	22,651	23,951
ENGINEERING AIDE	1	17-30	4	325	19,052	20,352	19,662	20,962	20,501	21,801	21,373	22,673
FIELD REPRESENTATIVE DISEASE CONTROL	1	11-30	4	325	22,496	23,796	23,210	24,510	24,190	25,490	25,210	26,510
FIELD REPRESENTATIVE HOUSING & INSPECTION	10	08-30	4	325	23,709	25,009	24,460	25,760	25,490	26,790	26,562	27,862
HEALTH AIDE BILINGUAL SPN & ENG	1	09-30	4	325	23,295	24,595	24,033	25,333	25,047	26,347	26,100	27,400
HEALTH INSURANCE BENEFITS CLERK	1	11-30	4	325	22,496	23,796	23,210	24,510	24,190	25,490	25,210	26,510
HOUSING INSPECTOR	1	02-30H	4	325	29,515	30,815	30,439	31,739	31,709	33,009	33,029	34,329
INDUSTRIAL HYGIENIST	1	01-30H	4	325	34,236	35,536	35,302	36,602	36,766	38,066	38,289	39,589
INVESTIGATOR COMMUNICABLE DISEASES	2	07-30	4	325	24,188	25,488	24,953	26,253	26,003	27,303	27,095	28,395
INVESTIGATOR CONSUMER PROTECTION	1	07-30	4	325	24,188	25,488	24,953	26,253	26,003	27,303	27,095	28,395
LAND SURVEYOR	1	01-30	4	325	31,428	32,728	32,410	33,710	33,759	35,059	35,161	36,461
LEGAL STENOGRAPHER	4	02-30	4	325	27,600	28,900	28,467	29,767	29,657	30,957	30,896	32,196
LICENSE INSPECTOR	2	08-30	4	325	23,709	25,009	24,460	25,760	25,490	26,790	26,562	27,862
LOAN ADVISOR	4	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
MAIL CLERK	1	15-30	4	325	19,881	21,181	20,516	21,816	21,389	22,689	22,297	23,597
MEAT INSPECTOR	1	11-30	4	325	22,496	23,796	23,210	24,510	24,190	25,490	25,210	26,510
MICROFILM MACHINE OPERATOR	1	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
PARKING ENFORCEMENT OFFICER (EPD)	4	04-35	4	375	22,243	23,743	22,955	24,455	23,933	25,433	24,950	26,450
PERSONNEL AIDE	1	08-30	4	325	23,709	25,009	24,460	25,760	25,490	26,790	26,562	27,862
PERSONNEL AIDE STENOGRAPHY	1	02-30	4	325	27,600	28,900	28,467	29,767	29,657	30,957	30,896	32,196
PERSONNEL AIDE	1	11-30	4	325	22,496	23,796	23,210	24,510	24,190	25,490	25,210	26,510
PLUMBING INSPECTOR	1	01-35PB	4	375	39,969	41,469	41,213	42,713	42,921	44,421	44,698	46,198
PRINCIPAL ACCOUNT CLERK	6	11-30	4	325	22,496	23,796	23,210	24,510	24,190	25,490	25,210	26,510
PRINCIPAL ACCOUNTANT	2	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
PRINCIPAL ASSESSING CLERK	1	05-30	4	325	26,196	27,496	27,021	28,321	28,154	29,454	29,332	30,632
PRINCIPAL CASHIER	1	08-30	4	325	23,709	25,009	24,460	25,760	25,490	26,790	26,562	27,862
PRINCIPAL CLERK	8	11-30	4	325	22,496	23,796	23,210	24,510	24,190	25,490	25,210	26,510
PRINCIPAL CLERK STENO	3	09-30	4	325	23,295	24,595	24,033	25,333	25,047	26,347	26,100	27,400
PRINCIPAL CLERK TYPIST	1	15-30	4	325	19,881	21,181	20,516	21,816	21,389	22,689	22,297	23,597

**CITY HALL EMPLOYEES ASSOCIATION - (Council #8)
4 YEAR CONTRACT 7/01/94 - 6/30/98**

Title	I/O	Range	Steps	Incrmt	1-1-95 (3% Inc)		1-1-96 (3% Inc)		7-1-96 (4% Inc)		7-1-97 (4% Inc)	
					Min	Max	Min	Max	Min	Max	Min	Max
PRINCIPAL CLERK TYPIST BILINGUAL SPN & ENG	2	15-30	4	325	19,881	21,181	20,516	21,816	21,389	22,689	22,297	23,597
PRINCIPAL CLERK TYPIST (M.O.)	1	06-30	4	325	25,815	27,115	26,628	27,928	27,745	29,045	28,907	30,207
PRINCIPAL DATA ENTRY MACH OPERATOR	1	02-30	4	325	27,600	28,900	28,487	29,787	29,657	30,957	30,896	32,196
PRINCIPAL DRAFTING TECH / WATER DISTR. TECH	1	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
PRINCIPAL DRAFTING TECHNICIAN	1	10-30	4	325	22,911	24,211	23,638	24,938	24,635	25,935	25,672	26,972
PRINCIPAL ENGINEERING AIDE	2	10-30	4	325	22,911	24,211	23,638	24,938	24,635	25,935	25,672	26,972
PRINCIPAL ENGINEERING CLERK	1	09-30	4	325	23,295	24,595	24,033	25,333	25,047	26,347	26,100	27,400
PRINCIPAL PAYROLL CLERK	1	04-30	4	325	26,580	27,880	27,416	28,716	28,565	29,865	29,760	31,060
PROPERTY CLERK BILINGUAL SPN & ENG (EPD)	1	01-35	4	375	22,759	24,259	23,486	24,986	24,486	25,986	25,525	27,025
PROPERTY CLERK (EPD)	2	05-35	4	375	21,915	23,415	22,617	24,117	23,582	25,082	24,585	26,085
PURCHASING ASSISTANT	1	09-30	4	325	23,295	24,595	24,033	25,333	25,047	26,347	26,100	27,400
RECREATION CENTER DIRECTOR	12	06-35	4	375	21,595	23,095	22,287	23,787	23,239	24,739	24,229	25,729
RELOCATION ASSISTANT	2	05-30	4	325	26,196	27,496	27,021	28,321	28,154	29,454	29,332	30,632
RELOCATION OFFICER	1	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
REPRESENTATIVE RENT REGULATION	1	09-30	4	325	23,295	24,595	24,033	25,333	25,047	26,347	26,100	27,400
SANITARY INSPECTOR	4	06-30	4	325	25,815	27,115	26,628	27,928	27,745	29,045	28,907	30,207
SANITARY INSPECTOR TRAINEE	2	12-30	4	325	22,178	23,478	22,882	24,182	23,849	25,149	24,855	26,155
SECRETARY ASSISTANT	5	06-30	4	325	25,815	27,115	26,628	27,928	27,745	29,045	28,907	30,207
SECRETARY TO MAYOR (unclassified)	1	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
SR ACCOUNT CLERK	8	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
SR ACCOUNT CLERK TPG	2	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
SR ACCOUNT CLERK TPG (EPD)	2	01-35A	4	375	23,245	24,745	23,987	25,487	25,007	26,507	26,067	27,567
SR ACCOUNTANT	2	04-30	4	325	26,580	27,880	27,416	28,716	28,565	29,865	29,760	31,060
SR AIR POLLUTION INSPECTOR	1	10-30	4	325	29,515	30,815	30,439	31,739	31,709	33,009	33,029	34,329
SR ASST ASSESSOR	1	10-30	4	325	22,911	24,211	23,638	24,938	24,635	25,935	25,672	26,972
SR BUILDING INSPECTOR	2	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
SR CASHIER	1	01-35BUI	4	375	40,607	42,107	41,871	43,371	43,605	45,105	45,410	46,910
SR CITIZEN PROGRAM AIDE	1	12-30	4	325	22,178	23,478	22,882	24,182	23,849	25,149	24,855	26,155
SR CLERK	1	12-30	4	325	22,178	23,478	22,882	24,182	23,849	25,149	24,855	26,155
SR CLERK STENOGRAPHER	3	16-30	4	325	19,434	20,734	20,056	21,356	20,910	22,210	21,799	23,099
SR CLERK TRANSCRIBER (EPD)	2	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
SR CLERK TYPIST	9	01-35	4	375	22,759	24,259	23,486	24,986	24,486	25,986	25,525	27,025
SR CLERK TYPIST	1	16-30	4	325	19,434	20,734	20,056	21,356	20,910	22,210	21,799	23,099
SR COMPUTER OPERATOR	1	02-35	4	375	22,689	24,189	23,414	24,914	24,411	25,911	25,447	26,947
SR DATA PROCESSING PROGRAMMER	4	01-40EDP	4	325	28,684	29,984	29,584	30,884	30,819	32,119	32,104	33,404
SR DRAFTING TECHNICIAN	1	12-30	4	325	22,178	23,478	22,882	24,182	23,849	25,149	24,855	26,155
SR ENGINEERING AIDE	1	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
SR MAIL CLERK	1	07-30	4	325	24,188	25,488	24,953	26,253	26,003	27,303	27,095	28,395

**CITY HALL EMPLOYEES ASSOCIATION - (Council #8)
4 YEAR CONTRACT 7/01/94 - 6/30/98**

Title	Uo	Range	Steps	Incrmt	1-1-95 (3% Inc)		1-1-96 (3% Inc)		7-1-96 (4% Inc)		7-1-97 (4% Inc)	
					Min	Max	Min	Max	Min	Max	Min	Max
SR PLANNING AIDE	2	10-30	4	325	22,911	24,211	23,638	24,938	24,635	25,935	25,672	26,972
SR PROPERTY CLERK	1	01-35PCS	4	375	24,657	26,157	25,442	26,942	26,519	28,019	27,640	29,140
SR PURCHASING ASSISTANT	1	05-30	4	325	26,196	27,496	27,021	28,321	28,154	29,454	29,332	30,632
SR SANITARY INSPECTOR	2	01-30I	4	325	34,236	35,536	35,302	36,602	36,766	38,066	38,289	39,589
SR TELEPHONE OPERATOR	1	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
SR TRANSPORTATION INSPECTOR	1	07-30	4	325	24,188	25,488	24,953	26,253	26,003	27,303	27,095	28,395
SUPERVISING ACCOUNT CLERK	4	02-30	4	325	27,600	28,900	28,467	29,767	29,657	30,957	30,896	32,196
SUPERVISING CLERK	2	08-30	4	325	23,709	25,009	24,460	25,760	25,490	26,790	26,562	27,862
SUPERVISOR OF ACCOUNTS	1	10-30	4	325	22,911	24,211	23,638	24,938	24,635	25,935	25,672	26,972
SUPERVISOR OF CENTRAL MAIL ROOM	1	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
SUPERVISOR OF DATA ENTRY MACH OPERATIONS	1	09-30	4	325	23,295	24,595	24,033	25,333	25,047	26,347	26,100	27,400
SUPERVISOR OF DATA PROCESSING OPERATIONS	1	01-40	4	325	32,321	33,621	33,330	34,630	34,715	36,015	36,156	37,456
SUPERVISOR OF SR CITIZEN ACTIVITIES	1	03-30	4	325	26,962	28,262	27,810	29,110	28,974	30,274	30,185	31,485
SUPERVISOR WATER METER READING	1	11-30	4	325	22,496	23,796	23,210	24,510	24,190	25,490	25,210	26,510
TAX SEARCHER	1	08-30	4	325	23,709	25,009	24,460	25,760	25,490	26,790	26,562	27,862
TECHNICAL ASST OFFICE OF CONTRUCTION OFCL	1	12-30	4	325	22,178	23,478	22,882	24,182	23,849	25,149	24,855	26,155
TIMEKEEPER	1	01-40	4	325	32,321	33,621	33,330	34,630	34,715	36,015	36,156	37,456
TRANSPORTATION INSPECTOR	2	08-30	4	325	23,709	25,009	24,460	25,760	25,490	26,790	26,562	27,862
VIOLATIONS CLERK	1	01-30V	4	325	28,684	29,984	29,584	30,884	30,819	32,119	32,104	33,404
WATER METER INSPECTOR	1	12-30	4	325	22,178	23,478	22,882	24,182	23,849	25,149	24,855	26,155
WATER METER READER	6	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
WELFARE INVESTIGATOR	10	13-30	4	325	20,520	21,820	21,174	22,474	22,073	23,373	23,008	24,308
ZONING OFFICER (NBS)	2	01-35ZO	4	375	39,969	41,469	41,213	42,713	42,921	44,421	44,698	46,198
ZONING OFFICER (POL & PLN)	1	01-40ZO	4	375	39,969	41,469	41,213	42,713	42,921	44,421	44,698	46,198

(*includes \$600 for ABC night meetings)

APPENDIX B

CITY OF ELIZABETH, NJ

DONATED SICK AND VACATION LEAVE PROGRAM

I. PURPOSE

The intent of this program is to permit City of Elizabeth, NJ employees to donate earned sick time and/or vacation time on a voluntary basis to another City of Elizabeth, NJ employee who is suffering from a catastrophic health condition or injury which compels their prolonged absence from work.

An employee who is to be a recipient of donated time must first exhaust all of his/her own accumulated sick, vacation, and compensatory time. The employee must also produce a doctor's certification at the onset of the illness or injury to substantiate the nature of the illness or injury, and to specify the length of time that the employee will probably be absent from work. An employee who utilizes donated sick and/or vacation time will be treated as a City of Elizabeth, NJ employee on a leave of absence with pay and will not be subject to a diminishment of wages and benefits.

The donation of sick and/or vacation time must be initiated by the employee's department. The request must be on the forms provided by the Division of Personnel and must be made prior to the employee's exhaustion of all accumulated sick and vacation time. Upon approval by the Business Administrator, all City of Elizabeth, NJ employees are eligible to donate sick and/or vacation time on a voluntary basis.

II. ELIGIBILITY

A. Recipient:

A City of Elizabeth, NJ employee shall be eligible to receive donated sick and/or vacation leave from other City of Elizabeth, NJ employees if the employee meets all of the following criteria:

1. Must be suffering from a catastrophic health condition or injury which necessitates the employee's prolonged absence from work and for which the employee has no availability of paid leave.
2. Must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity, and anticipated duration of the disability resulting from the serious health condition or injury involved.
3. Must have completed at least one year of continuous service with the City of Elizabeth, NJ.

4. Must have exhausted all accrued paid leave time including compensatory time off, sick leave, and vacation leave.

B. Donor

An employee to be eligible to donate leave to another employee must meet the following criteria:

1. Only whole days may be donated.
2. Must have at least ten (10) days of accrued sick leave remaining to his/her credit following any donations.
3. Must not have solicited nor accepted anything of value for the donation.

III. **PROCEDURES**

- A. Any employee may request to participate as a recipient in this program by contacting his/her department head. The department head will require medical documentation concerning the nature, severity, and anticipated duration of the medical emergency involved. The department head will provide the proper forms to the eligible employee. Both the department head and Business Administrator must approve of the eligibility of any employee before he/she can participate in the program. Decisions and approvals regarding eligibility will be made on a case-by-case basis.
- B. Once a recipient is approved for the program, the department will post on employee bulletin boards or communicate by other appropriate means, the name(s) of eligible employee(s) who will have exhausted all earned paid leave time by a designated date. The posting will be done only with the recipient's consent. If the employee is unable to consent, the employee's family may consent on behalf of the employee. Notice shall be provided to all appropriate majority representatives.
- C. City of Elizabeth, NJ employees may donate within the prescribed limitation only whole days of either sick leave or vacation leave, or a combination thereof.
- D. The donor and the recipient (or family representative) will fill out the required forms. No one shall directly or indirectly intimidate, threaten or coerce, or attempt to intimidate or coerce any other employee for the purpose of interfering with any right which such employee may have with respect to contributing, receiving, or using paid leave under this program. The above shall include promising to confer or conferring any benefit (such as appointment, promotion, or compensation) or effecting or threatening to effect any

reprisal (such as deprivation of appointment, promotion, or compensation). An affidavit to this effect shall be signed by the donor. Any employee who engages in the above prohibited conduct shall be subject to disciplinary action.

- E. The donor's leave time will be reduced by the number of days which are to be donated with regard to vacation and sick time leave balances.
- F. The eligible recipient's leave time will be credited with the donated time indicating the donor. The recipient may receive days from more than one (1) donor but may not use a total of more than 180 donated days. Records shall be maintained showing donor's name, number and type of days donated.
- G. Should an employee return to work, or otherwise terminate the use of leave with donated time remaining, that time will be returned to the donor on a prorated basis in days. Any proration that would amount to less than one (1) day per donor will not be returned.
- H. The recipient employee while using donated leave will continue to earn sick and/or vacation leave. If the earned sick and/or vacation leave is unused when the employee returned to work, all such earned time shall be retained by the recipient employee and credited to the employee's accrued sick and/or vacation leave time.
- I. Once the sick and/or vacation leave has been donated, it may not be revoked by the donor.
- J. Donations may not be used on a retroactive basis.

If you have any questions concerning this program, please contact the Division of Personnel directly.

Attachments:

- (1) Donor Transfer Form
- (2) Recipient Affidavit



(donor form)

City of Elizabeth

DONATED SICK & VACATION LEAVE PROGRAM

I hereby direct the Personnel Office to transfer my leave credit as indicated below to be used as the recipient's personal sick leave.

Donation Section:

To recipient: _____ Dept: _____
(print name)

_____ I wish to donate Sick Days. This will not reduce my sick leave balance below 10 accrued sick days.

No. of Sick Days donated: _____
(donor signature)

_____ I wish to donate Vacation Days.

No. of Vacation Days donated: _____
(donor signature)

.....
Certification Section:

I certify that I have not solicited or accepted anything of value for the donation of my paid leave time.

Name: _____ Signature: _____ Date: _____

Department: _____ Work Phone: _____

Home Address: _____ Phone: _____

.....
Return to: Algimantas Bitenas, Personnel Officer, City of Elizabeth, Division of Personnel, City Hall, 50 Winfield Scott Plaza, Elizabeth, NJ 07201
.....

FOR USE BY THE PERSONNEL OFFICE:

_____ Your request to transfer the above sick and/or vacation days have been approved.

This is to advise you that your sick and/or vacation days will not be transferred for these reasons:

_____ Employee(recipient) has already received the maximum number of 180 donated days.

_____ Your current sick balance does not show the required minimum number of 10 accrued days.

_____ You do not have accrued vacation days to donate.

Other: _____

cc: (donor)

