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THIS BOOK DOES  
NOT CIRCULATE

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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 YARD SUPERVISORS 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 recognizes the City Yard Supervisors Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all those considered Supervisors in the Bureau of Playfields and the City Yard.
2. Unless otherwise indicated, the terms "employee" or "employees", when used in this Agreement refers to all persons represented by the City Yard Supervisors 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 Yard 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  
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

ARTICLE III  
GRIEVANCE PROCEDURE AND ARBITRATION (Cont'd)

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 IV  
BULLETIN BOARDS

The Association shall have the use of a single bulletin board in the City Yard, Water and Sewer Department and Kirk Community Center for the posting of notices relating to meetings and official business of the Association only. No notice shall be posted until it has been submitted to the Director.

ARTICLE V  
WORKWEEK

1. Without guaranteeing any hours of work, it is agreed that the normal workweek for the unit employees performing Public Works duties and duties of the Bureau of Playfields shall be forty (40) hours per week.
2. Work schedules shall be at the discretion of the Directors of Public Works and Recreation.

ARTICLE VI  
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Public Works Department and Bureau of Playfields, 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, 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

ARTICLE VI  
MANAGEMENT RESPONSIBILITY (Cont'd)

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; to decide 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 VII  
ACCESS

A duly, authorized representative of the Association, designated in writing, after reporting to the Office of the Director, 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 the visit. Except in an emergency, at least four (4) hours advance notice must be given. 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 falls between January 1 and June 30, he 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 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

ARTICLE VIII  
LONGEVITY (Cont'd)

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 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  
HOLIDAYS

1. An employee not required to work shall nevertheless receive wages based upon eight (8) hours straight time hourly rate of pay, for each of the following holidays:

ARTICLE X  
HOLIDAYS (Cont'd)

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday

Memorial Day  
Independence Day  
Labor Day  
Columbus Day

Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

provided that he shall have served his probationary period, and is on the job and available for work his last full, scheduled workday before and his first full, scheduled workday after the holiday, even though in different workweeks, except in case of proven illness or injury.

2. Employees shall be paid the holiday pay for any of the above holidays if it falls on Saturday.

3. If any of the above holidays falls on Sunday, Monday shall be considered as the holiday, if it is generally observed as such in the community.

4. Where the Department operates on any of the above holidays or holiday periods, working employees shall receive their holiday pay plus additional time and one-half for all hours worked on such holiday or holiday period.

5. 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.

6. Unworked holiday time shall not be counted for purposes of computing overtime.

ARTICLE XI  
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:

- 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 XII  
VACATIONS

1. 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 workload 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 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 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  
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.

ARTICLE XIII  
LEAVE WITHOUT PAY (Cont'd)

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 XIV  
OVERTIME AND CALLBACK

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

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

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

ARTICLE XV  
DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any supervisor, regardless of his seniority, for just cause. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, gross insubordination, gross negligence in the performance of duties and incompetence.

In the event that a discharged supervisor feels that he has been unjustly dealt with, said supervisor or the Association, with permission of the supervisor, shall have the right to file a complaint, which must be in writing to the Director within three (3) workdays from the time of discharge.

ARTICLE XV  
DISCIPLINE AND DISCHARGE (Cont'd)

Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

ARTICLE XVI  
INSURANCE

All supervisors of the Public Works Department and the Bureau of Playfields 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.

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 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 provision 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 instruction 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 III of this Contract.



ARTICLE XVIII  
RULES AND REGULATIONS (Cont'd)

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of 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 XIX  
SICK LEAVE

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

ARTICLE XX  
MILITARY LEAVE

Military Leave shall be as provided in Civil Services 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 time.

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 XXII  
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.

ARTICLE XXII  
BAN ON STRIKES (Cont'd)

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, slowdown or other interference.

ARTICLE XXIII  
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 XXIV  
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 XXV  
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 XXVI  
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 XXVII  
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 in conformity with the requirements 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 XXVIII  
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 XXIX  
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

ARTICLE XXIX  
EMBODIMENT OF AGREEMENT (Cont'd)

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 XXX  
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1973 through and including the 31st day of December, 1974. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered mail in which event the agreement shall terminate five (5) days following receipt of such notice.

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

By: Domino Maysa  
Henry J. Duda  
Louis C. Lambert

ELIZABETH
APPROVED AS TO FORM <u>FKY</u>
PHYSICAL CONDITIONS
TERMS & CONDITIONS <u>J.B.K.</u>
DESCRIPTION <u>[Signature]</u>