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THIS BOOK DOES NOT CIRCULATE

AGREEMENT ENTERED into this 22<sup>nd</sup> day of June 1976, by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" and CITY HALL EMPLOYEES' ASSOCIATION as affiliated with Union Council #8 New Jersey Civil Service Association, hereinafter referred to as the "Association" is designed to promote a harmonious relationship between the City, the Association and such of the City's employees as are represented by the Association.

ARTICLE I  
RECOGNITION

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

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

ARTICLE II  
ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

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

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 salary during such absence. Upon his return to employment at the termination of his leave, the City of Elizabeth shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

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

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

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The 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 (Continued)  
ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

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

ARTICLE III  
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 material to be posted shall be submitted to the Business Administrator or his designee prior to posting.

ARTICLE IV  
ASSOCIATION BUSINESS LEAVE

Every effort will be made to schedule meetings between representatives of the City and of the Association to negotiate the terms of the Agreement during regular working hours. However, should the scheduling of negotiating sessions during non-working time of the employer be required, they may be scheduled for any time.

Leaves of absence with pay shall be granted as provided in Section 38:23-2 of the Revised Statutes of New Jersey. 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 Union Council #8 Secretary.

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 V  
GRIEVANCE PROCEDURE AND ARBITRATION

In the event any difference or dispute should arise between the City and the Association or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) working days of its occurrence or employee knowledge thereof:

- STEP 1. Between the aggrieved employee and his immediate supervisor. If no satisfactory agreement is reached within three (3) working days, then
- STEP 2. between 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 (Should the final decision of the Director involve a suspension from duty without pay, said suspension will not become effective until at least ten (10) days after the final meeting.)
- STEP 3. the matter shall be referred to the Civil Service Commission

ARTICLE VI  
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 VII  
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the City Hall, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the City. Accordingly, the City retains the following rights, except as they may be 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. 11:22-10.1 and N.J.A.C. 4:1-16.1 et seq., or for other legitimate reasons, not inconsistent with the terms and provisions 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.

ARTICLE VIII  
ACCESS

A duly, authorized representative of the Association, designated in writing, after reporting to the Office of the Business Administrator, or his designee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the Contract is being breached. Upon request, the Association representative shall state the purpose of his visit. Except in an emergency, at least four (4) hours advance notice must be given by telephone. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

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 Superintendent of Public Buildings.

ARTICLE IX  
LONGEVITY

1. All permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows -- if the employee's anniversary falls between January 1 and June 30, he shall be entitled to 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 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 X  
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 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	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Friday After -
Washington's Birthday	Columbus Day	Thanksgiving Day
Good Friday	Election Day	Christmas Day
Memorial Day	Veteran's Day	

2. If any of the above 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

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
- (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 XIII  
VACATIONS

1. Effective January 1, 1975, the 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. Effective January 1, 1976, the 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	5th year	13 working days
6th year	10th year	14 working days
11th year	15th year	17 working days
16th year	20th year	19 working days
21st year	25th year	22 working days
after 25 years		25 working days

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

4. 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, but such accumulated vacation days may not be extended beyond the second year.

5. 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

ARTICLE XIII (Continued)  
VACATIONS

to employee choice according to seniority, where practicable and where consistent with continued, efficient operations.

6. 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 his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

7. 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

Employees who work thirty (30) hours per week, when required to work overtime, will receive the first ten (10) hours in compensatory time, all over forty (40) hours in the workweek shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times his base hourly rate. Employees who work forty (40) hours per week shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) 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.

ARTICLE XV  
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 XVI  
DISCIPLINE AND DISCHARGE

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

ARTICLE XVII  
INSURANCE

1. All employees covered by this Agreement and eligible members of their family 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 by the City.

2. Effective January 1, 1977, or as soon as possible thereafter, 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 cost 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 the 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,

ARTICLE XVII  
INSURANCE

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 benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such 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 other insurance benefits presently in effect shall be maintained throughout the period of the Contract.

ARTICLE XVIII  
ASSOCIATION PRIVILEGES

Copies of general orders, rules and regulations and communications affecting wages, hours and other terms and conditions of employment covered by this Agreement shall be furnished to the Association within two (2) working days of their promulgation.

ARTICLE XIX  
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, instruction or order of an officer or other supervisor is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article V of this Contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other supervisor, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XX  
SICK LEAVE

Sick leave shall be as provided by in Civil Service statutes, rules and regulations as follows: 4:1-17.18 -

VERIFICATION OF SICK LEAVE - an employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

1. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable, medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

2. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(a) In the case of leave of absence due to exposure to contagious disease a certification from the Department of Health shall be required.

(b) In the case of death in the immediate family, reasonable proof shall be required.

(c) The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.



ARTICLE XXI  
MILITARY LEAVE

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

ARTICLE XXII  
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 XXIII  
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 accrued sick leave, otherwise, the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her Director in writing of same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically capable of continuing employment and is able to perform all the duties of her position. The Director shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to hereinabove.

Employees on maternity leave must return to work not more than thirty (30) days after birth or terminations 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.

An employee returning to work from maternity leave must present to the Director a physician's statement certifying her ability to resume all normal duties. Seniority shall be accrued while the employee is on paid leave, but shall be retained during leave without pay.

ARTICLE XXIV  
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 XXV  
BAN ON STRIKES

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

1. Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, parties hereto agree that they will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, or mass resignations, mass absenteeisms or other similar action which would involve suspension of or interference with normal work performance.

2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fermenting or participating in a strike, slowdown or other interference.

ARTICLE XXVI  
SAVINGS CLAUSE

In the event that any Federal or State Legislation, Governmental regulation or Court decision cause 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 validity of the remaining Articles or portions of this Agreement, they will remain in full force and effect for the duration of this Contract.

ARTICLE XXVII  
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 XXVIII  
WAGES

Regular, full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase of Three hundred (\$300.00) dollars per year, retroactive to January 1, 1975. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

Regular, full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase of Three hundred (\$300.00) dollars per year, retroactive to January 1, 1976. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.



ARTICLE XXIX  
TRAVEL ALLOWANCE

Effective upon the signing of this Agreement, all 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 thirteen (.13¢) cents per mile.

ARTICLE XXX  
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 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 superceded.

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  
TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from ~~January 1, 1975~~, through and including the 31st day of ~~December, 1976~~. 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 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.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 22<sup>nd</sup> day of June, 1976.

CITY OF ELIZABETH

APPROVED AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS
DESCRIPTION

ATTEST:

John J. Dwyer  
John J. Dwyer, City Clerk

THE CITY OF ELIZABETH

By: Thomas G. Dunn  
Thomas G. Dunn, Mayor

UNION COUNCIL #8 NEW JERSEY CIVIL SERVICE ASSOCIATION

By: \_\_\_\_\_

Robert J. Casabianca

CITY HALL EMPLOYEES ASSOCIATION

By: William LaMorte  
William LaMorte