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20-04

STORAGE

Union

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT ENTERED INTO THIS 26th day of
January, 1972, by and between the City of Elizabeth, New Jersey,
hereinafter referred to as "The City" or "The Employer" and the Building
Maintenance Workers, Affiliated with Local 286, International Brotherhood
of Teamsters, Public Service Employees, hereinafter referred to as
"The Union".

I
ARTICLE - RECOGNITION

1. The City hereby recognizes the Union as exclusive and sole
representative for collective negotiations concerning salaries, hours and
other terms and conditions of employment for all permanent Building
Maintenance Workers, Maintenance Repairmen, Painter, Boiler Room
Attendants, Elevator Operators, Parking Lot Attendants, Laborers and
Watchmen employed by the Bureau of Public Buildings, Department of
Public Works, City of Elizabeth, who have been certified by the New Jersey
Civil Service Department and appointed permanently, but excluding all
Foremen, Supervisors, Telephone Operators and Clerical employees.

2. Unless otherwise indicated, the terms "employee" and
"employees", when used in this Agreement, refers to all persons repre-
sented by the Union in the above-defined negotiating unit.

II
ARTICLE - AGENCY SHOP AND CHECK-OFF

AGENCY SHOP -- Check-off

The amount of monthly Union membership dues will be cert-
ified in writing to the Employer.

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.

ne City or any of its officers and employes shall not be liable for any delay in carrying out such deductions and upon forwarding check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employes shall be released from all liability to the employee-assignors and to the assignees under such assignments.

If any provisions of this Article are 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 renegotiated for the purpose of adequate replacement.

III

ARTICLE - UNION BUSINESS

Meetings between representatives of the City and of the Union for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein should be scheduled, wherever practicable, during the non-working time, of all affected employees.

IV

ARTICLE - BULLETIN BOARDS

The Union shall have the partial use of the bulletin board located in Room G-14, for the posting of notices relating to meetings and official business of the Union only. No notice shall be posted until a copy has been submitted to the Supervisor of Public Buildings, in order to prevent the posting of scurrilous or defamatory material.

V

ARTICLE - GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the Union, 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) calendar days of its occurrence or employee's constructive knowledge

hereof, whichever is later:

- STEP # 1 Between the aggrieved employee and his immediate superior. If no satisfactory agreement is reached within three (3) working days, then
- STEP #2 Between an official of the Union, in conference with the Director of his designee; should no acceptable agreement be reached within an additional three (3) working days
- STEP #3 The matter may be referred to arbitration by the City or the Union, only.

Either party may notify the other in writing, by certified mail, not later than ten (10) calendar days after receipt of the written response of the Step #2 meeting of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) calendar days, the moving party may request the American Arbitration Association to designate the arbitrator in accordance with AAA rules and regulations.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. The cost of arbitration shall be borne equally by both parties and each party shall pay for their own witnesses.

Unless extended by mutual agreement, in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues not covered by the terms and conditions of this Agreement; (c) involves claims of violations of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on,

or a modification of negotiated rates of pay, or the designation of an employee's job classification; (e) would require an arbitrator to consider, rule on or decide the elements of a job assignment, or the right of management to assign or reassign work, provided such assignment or reassignment does not conflict with provisions of this Agreement; (f) pertains in any way to the administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period. Nothing contained herein, where arbitration is not obtainable, shall prevent or bar the Union or aggrieved employee from seeking redress through litigation in the courts.

VI

ARTICLE - WORKWEEK

The normal workweek for employees covered by this Agreement shall be forty (40) hours per week as scheduled by the Supervisor of Public Buildings.

VII

ARTICLE - OVERTIME

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 rate for such hours worked.
2. There shall be no pyramiding of overtime or premium rates.
3. A seniority list shall be established and maintained for selection of those to work overtime. Overtime will be rotated amongst employees on the seniority list starting with those with the most seniority. If an employee refuses an assignment to work overtime or fails to report once assigned, unless excused by the Supervisor of Public Buildings, he shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

VIII

ARTICLE - HOLIDAYS

1. An employee not required to work shall receive time off with straight time pay for each of the following holidays and other holidays which may be so declared from time to time:

New Year's Day	Memorial Day	Election Day
Lincoln's Birthday	Independence Day	Veteran's Day
Washington's Birthday	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	Christmas Day

2. Employees required to work on the holiday shall receive equal time off.

3. 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 the holiday.

4. 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.

IX

ARTICLE - 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 or for an authorized leave without pay. While on leave without pay, the employee does not accrue sick leave or vacation time.

Seniority may be lost and employment terminated if any of the following occurs:

1. Discharge for just cause
2. Resignation
3. Absence for five (5) consecutive working days, without leave or notice
4. Absence for illness, injury or leave without pay, plus whatever is granted for more than one (1) continuous year.

It is understood and agreed that in all cases of layoffs and recalls from layoffs, length of continuous service and ability shall be given due consideration.

Where qualifications, ability, availability and willingness to perform are equal, length of continuous service shall be given due consideration.

X
ARTICLE - LONGEVITY

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 employees' anniversary falls between January 1 and June 30, 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.

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%

XI
ARTICLE - UNIFORM SUPPLY

All employees covered by this Agreement are to receive two work shirts and two work pants each year if required.

XII
ARTICLE - INSURANCE

All employees 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 the N. J. Blue Cross, and Major Medical, 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.

XIII
ARTICLE - VACATIONS

1. Effective January 1st, 197E, employees in active service 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 is not taken in the calendar year when earned, because of the employee's option, 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 priority to employee choice according to seniority where practicable.

5. All employees covered by this Agreement, who are 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

Estates 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 vacation for that anniversary year only.

XIV

ARTICLE - 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.

XV

ARTICLE - 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.

3. Such request for leaves will not be unreasonably denied.

XVI

ARTICLE - DISCIPLINE AND DISCHARGE

Suspension and demotion for disciplinary purposes for good and just cause will be in accordance with the provisions of Article V herein and rule 4:16-7 of the revised Civil Service Rules for the State of New Jersey.

Discharge or removal shall be in accordance with rule 4:16-8 and 4:16-9 of the Civil Service Rules.

XVII

ARTICLE - ASSOCIATION PRIVILEGES

Copies of all general orders and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Union within ten (10) working days of their promulgation.

XVIII

ARTICLE - RULES AND REGULATIONS

The City may establish and enforce reasonable and 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 and provided further reasonable advance notice shall be posted. Copies shall be furnished the Union.

Employees must comply with all such rules and regulations. 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 superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, except where such an order may be injurious to life and health, but with further provisions 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.

XIX

E - LEAVE

All full-time employees are to receive sick leave on the basis of one working day per month during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

An employee shall not be reimbursed for accrued sick leave at the time of retirement or termination.

XX

ARTICLE - MILITARY CLAUSE

1. Any permanent employee who enters the Armed Forces of the United States shall be granted a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service, he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment provided, however, he has not been dishonorably discharged, there is work available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge.

2. Any employee required to be absent from work because of National Guard training or service shall receive the difference in pay for work time missed between his regular straight-time rate and the pay received for such National Guard service.

Proof of required service and of pay received may be requested by the Director.

XXI

ARTICLE - FUNERAL LEAVE

Leave with pay, not exceeding three (3) days for attendance of funeral, shall be granted to employees in the event of a death in his immediate family.

Immediate family 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
7. Grandchildren

Special cases may be referred to the Director.

XXII
ARTICLE - 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 absenteeism or other similar action which would involve suspension of or interference with normal work performance.

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

XXIII
ARTICLE - MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Bureau of Public Buildings, 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 make reasonable and

binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for legitimate reasons; to decide on the number and location of facilities, etc.; to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

XXIV
ARTICLE - WAGES

Section 1

Regular full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase of Four Hundred (\$400) dollars per year, retroactive to January 1, 1971. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

Section 2

Regular full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase of Four Hundred (\$400) dollars per year, retroactive to January 1, 1972. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

XXV
ARTICLE - ECONOMIC STABILIZATION PROGRAM

The payment of any wage, salary or other financial benefit as provided for herein is specifically subject to, and conditioned upon, the provisions herein being approved and in conformity with the requirement and guide lines 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.

XXVI
ARTICLE - 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 acknowledged 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 Union or any individual employee covered by this Agreement is hereby superseded.

XXVII
ARTICLE - TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from January 1, 1971 through and including the 31st day of December, 1972. 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.

XXVIII
ARTICLE - 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 fund therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

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

signed on this 21st day of January, 1972.

THE CITY OF ELIZABETH

BY: Thomas G. Dunn
Thomas G. Dunn, Mayor

ATTEST:

John J. Dwyer
JOHN J. DWYER

BUILDING MAINTENANCE WORKERS,
City of Elizabeth, Local 286
International Brotherhood of Teamsters.

BY: Tom O. Dun - Pres. #286

William J. Shredon, Sec.
Thomas Radacovsky