

3-0074

Contract # 192

20-04

A G R E E M E N T
BETWEEN
CITY OF ELIZABETH, NEW JERSEY
AND
WATER UTILITY SUPERVISORS ASSOCIATION

APRIL 1, 1990 THROUGH MARCH 31, 1992

WATER UTILITY SUPERVISORS

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WATER UTILITY SUPERVISORS

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AGREEMENT ENTERED into this *29* day of *MAY* 1990 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" and the WATER UTILITY SUPERVISORS ASSOCIATION OF THE DEPARTMENT OF PUBLIC WORKS, 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 WATER UTILITY SUPERVISORS ASSOCIATION as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all the employees serving in the following titles: Water and Sewer Superintendent; Assistant Water Superintendent; General Supervisor, Water; Supervisor, Water; and Supervisor Water Meter Repair, excluding all others.

2. Unless otherwise indicated, the terms "Water Supervisor", "Supervisors", "employee" or "employees", when used in this Agreement, shall refer to all persons represented in the above defined unit.

ARTICLE II

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/her 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/her attorney in conference with the employee's Director or his/her designee.

ARTICLE III

WORK WEEK

1. The employer agrees that the normal work schedule for each employee shall be eight (8) hours per day, five (5) days per week from 8:00 a.m. to 4:30 p.m. Monday through Friday. This does not constitute a guarantee.

2. Work schedules shall be at the discretion of the Director of Public Works.

3. When special programs require new scheduling, the Director will give notice to the Union whenever practicable. Changes in work schedules will not be made to circumvent the assignment of overtime to employees.

4. The employer agrees to allow employees sufficient time to return to the garage for the afternoon meal period.

5. The employer agrees to allow a ten (10) minute break once during each four (4) hour work period, unless there is an emergency. Should there be overtime, the additional ten (10) minute break will be granted after one (1) hour of each overtime at the supervisor's discretion.

6. The employer agrees to allow a fifteen (15) minute wash-up time for employees at the garage. Where employees work in the field, they are required to be in the garage to permit fifteen (15) minutes wash-up time immediately prior to quitting time.

7. Employees will be assigned to standby once every three (3) weeks for periods of one (1) week unless excused by management. Such employees assigned to standby shall have preference to call-out time.

While on standby, the employee need not stay at home, however, he/she shall provide a means to be contacted for a call-out assignment.

8. Use of utility equipment shall not be made without the superintendent's or the employee's supervisor's authority.

ARTICLE IV

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Water Utility Control of its properties and the maintenance of order and efficiency are sole responsibilities of the City. Accordingly the City retains the following rights, except as they may be abridged in the 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 provisions of this Agreement; to decide on the number and location 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; provided present employees employed at the time of the purchase of services of others shall not be displaced by said purchase, providing said employees are willing, capable and able to perform said functions.

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

ARTICLE V

LONGEVITY

1. All permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows:

If the employee's anniversary date falls between January 1 and June 30, he/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 VI
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 working 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 Department of Personnel statutes, rules and regulations.

ARTICLE VII

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:

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

And any additional holiday which may be declared by executive order of the President, Governor or Mayor.

2. When one of the above days fall on Saturday, employees who normally have Saturday off will be off Friday.

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

4. Where the department operates on any of the above holidays, employees required to work shall receive their holiday pay plus additional time and one-half for all hours worked between 8:00 a.m. and 4:30 p.m. Work performed prior to 8:00 a.m. and after 4:30 p.m. on a holiday shall be compensated at double time the regular rate of pay.

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

ARTICLE VIII

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.

ARTICLE IX

VACATIONS

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

1st year - 1 working day per month

(1st three months earned but cannot spend)

BEGINNING

END

| | | |
|----------------|-----------|-----------------|
| 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 the work load in a department, the same can be taken in the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the second year.

4. The vacation period shall be the calendar year from the 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.

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/her death, his/her widow(er) or his/her 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 X

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 a time.

2. Such leave 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 Personnel for reasons as established by Department regulations.

3. 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 XI

OVERTIME

1. One and one-half (1-1/2) times the employee's regular rate of pay shall be paid for:

a. All hours worked in excess of forty (40) hours in the work week.

b. All hours spent in the service of the employer on any Saturday provided the employee does not have an unexcusable absence during that week.

2. Two (2) times the employee's regular rate of pay shall be paid for all time spent in the service of the employer on any Sunday.

3. The employee's regular rate of pay shall be the base hourly rate plus longevity.

4. Opportunity to earn premium pay shall be rotated with the intention of achieving equitable distribution where practicable, provided the employee is qualified, available and willing to perform the overtime assignment.

ARTICLE XII

CALL OUT TIME

1. If an employee, covered by this Agreement, is called out for work at a time other than his/her regular work period, including calls while on standby, he/she shall be paid the prevailing overtime rates but with a minimum pay equivalent to three (3) hours pay at the prevailing premium rate of pay.

2. If the employee completes the emergency he/she was called out on and leaves the premises and is called out the second time within the same number of hours he/she is being paid for, it will be considered as one call-out when computing his/her time.

3. The determination of the number of employees to be called out shall be within the discretion of the Superintendent or his/her designee.

ARTICLE XIII

DISCIPLINE AND DISCHARGE

1. It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any supervisor, regardless of his/her 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-owned property, gross insubordination, gross negligence in the performance of duties and incompetence.

2. In the event that a discharged supervisor feels that he/she has been unjustly dealt with, said supervisor or the Association, with permission of the supervisor, shall have the right to file a complaint, in accordance with applicable Department of Personnel Rules and Regulations.

ARTICLE XIV

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. 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 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, 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

ARTICLE XIV

INSURANCE (Continued)

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

6. The City will implement a dental plan for all employees covered by this agreement on or before July 1, 1981. The premiums will be paid by the City.

ARTICLE XV

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 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 II of this contract.

3. In the event that an employee or employee 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.

ARTICLE XVI

SICK LEAVE

Sick leave shall be as provided in Department of Personnel statutes, rules and/or regulations.

ARTICLE XVII

MILITARY LEAVE

Military Leave shall be as provided in accordance with applicable Federal and State statutes and/or regulations.

ARTICLE XVIII

FUNERAL LEAVE

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 without penalty of sick leave or vacation time.

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.

5. Leave with pay as provided for in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall neither be accumulated to nor deducted from his/her normal sick leave. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XIX

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, parties hereto agree that they will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, or mass resignations, mass absenteeisms or other similar performance.

3. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slow down or other interference.

ARTICLE XX

WAGES

1. Effective April 1, 1990, the Sewer Supt./Water Supt. shall receive a one-time range change of \$750.00.

2. Effective April 1, 1990, regular full-time employees covered by this Agreement shall receive an across-the-board increase in the respective ranges:

| | |
|---------|------------|
| 1-40CSW | \$1,820.00 |
| 1-40SW | 1,753.00 |
| 1-40ASW | 2,195.00 |
| 3-40SW | 1,680.00 |

3. Effective April 1, 1991, regular full-time employees covered by this Agreement shall receive an across-the-board increase in the respective ranges:

| | |
|---------|------------|
| 1-40CSW | \$1,769.00 |
| 1-40SW | 1,704.00 |
| 1-40ASW | 2,133.00 |
| 3-40SW | 1,632.00 |

4. In addition, those covered employees eligible within the terms of the City's salary schedule shall receive one (1) increment, effective January 1, 1991 and one (1) increment effective January 1, 1992. However, no employee will be paid a salary rate above the maximum of the range for his/her title.

APPENDIX "A"
 WATER UTILITY SUPERVISORS
SALARY SCHEDULE

EFFECTIVE APRIL 1, 1990:

| Title | T/O | Range | Min. | Max. | Inc. | Step |
|--------------------------------|-----|---------|--------|--------|------|------|
| Assistant Water Superintendent | 1 | 1-40CSW | 29,910 | 32,160 | 450 | 5 |
| General Supv. Water | 1 | 1-40SW | 28,723 | 30,973 | 450 | 5 |
| Sewer Supt/Water Supt. | 1 | 1-40ASW | 36,535 | 38,785 | 450 | 5 |
| Supervisor, Water | 3 | 3-40SW | 27,430 | 29,680 | 450 | 5 |
| Supv. Water Meter Repair | 1 | 3-40SW | 27,430 | 29,680 | 450 | 5 |

EFFECTIVE APRIL 1, 1991:

| Title | T/O | Range | Min. | Max. | Inc. | Step |
|--------------------------------|-----|---------|--------|--------|------|------|
| Assistant Water Superintendent | 1 | 1-40CSW | 31,679 | 33,929 | 450 | 5 |
| General Supv. Water | 1 | 1-40SW | 30,427 | 32,677 | 450 | 5 |
| Sewer Supt/Water Supt. | 1 | 1-40ASW | 38,668 | 40,918 | 450 | 5 |
| Supervisor, Water | 3 | 3-40SW | 29,062 | 31,312 | 450 | 5 |
| Supv. Water Meter Repair | 1 | 3-40SW | 29,062 | 31,312 | 450 | 5 |

ARTICLE XXI

UNIFORMS

1. The employer shall provide and maintain at no cost to the employees the following uniforms:

5 sets of summer trousers and shirts

5 sets of winter trousers and long sleeve shirts

1 calvary twill lined finger-tipped length surcoat

2. The above-mentioned clothing will be selected by the Water and Sewer Superintendent.

3. The employer shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his/her duties:

Safety glasses Boots Rain Suit Gloves (normal usage
4prs/year) Safety Hat

4. The employer shall replace uniforms, protective clothing and other issued equipment as required.

5. The employee must not use any uniforms or equipment for any other City job. On his termination, the employee must return all City-provided equipment.

6. Failure to abide by safety rules and to use safety equipment may result in disciplinary action.

ARTICLE XXII

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 XXIII

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 therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXIV

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 XXV

SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law, or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXVI

SAFETY

The employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell his/her supervisor. The supervisor will either determine and advise how the work can be performed safely or will direct the cessation of the work if he/she finds conditions warrant such determination.

ARTICLE XXVII

FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignments, may be re-assigned to perform other duties related to the supplying of water to residents of the City.

2. Upon the execution of this Agreement, employees appointed to act in a higher title for more than one week, forty (40) hours, shall receive the minimum of the range paid that title. However, the employee's longevity will not change; it shall be based on his/her pay in his/her permanent position.

3. All assignments to act in a higher title will be made by the Director of Public Works and/or his/her designee.

ARTICLE XXVIII

SUPERVISORS

Those serving in the titles covered by this Agreement are considered supervisors and as such shall not perform work assigned to the rank and file unless manpower able and willing is not available. This shall not mean that supervisors cannot help out in emergencies and render assistance when necessary, nor shall it be construed to prohibit supervisors from performing work while instructing, experimenting, or doing research for the improvement of methods and procedures.

ARTICLE XXIX

TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from April 1, 1990 through and including the 31st day of March, 1992. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, he/she must notify the 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.

CITY OF ELIZABETH, NEW JERSEY

BY: *Thomas G. Dunn*
THOMAS G. DUNN, Mayor

DATE: MAY 29 1990

ATTEST:

Anthony R. Pillo

ANTHONY R. PILLO, Deputy City Clerk

DATE: _____

WATER UTILITY SUPERVISORS

BY: *Matthew J. Chciuk*
Matthew J. Chciuk, President

Roger M. Kilgore
Roger M. Kilgore, Vice President/
Secretary

CITY OF ELIZABETH

| |
|---------------------|
| APPROVED AS TO FORM |
| <i>JKA</i> |
| PHYSICAL CONDITIONS |
| TERMS & CONDITIONS |
| <i>[Signature]</i> |
| DESCRIPTION |

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