

3-0024

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AGREEMENT ENTERED INTO THIS 6th day of August, 1970, by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the City, and LOCAL 455, ELIZABETH CITY YARD WORKERS, affiliated with Service Employees International Union, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION

1. The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Laborers, Truck Drivers, Equipment Operators, Watchmen, Mechanical Repairman, Mechanical Repairman Helper, Carpenter, Carpenter's Helper, Mason, Blacksmith, Traffic Maintenance Man, Pumping Station Operator, Stock Handler, Tree Climber, employees of Sewers, Recreation and Water Utility Departments, but excluding all foremen and supervisors, office and clerical employees.

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

ARTICLE II - UNION SECURITY (MAINTENANCE OF MEMBERSHIP)

Employees covered by this Agreement at the time it is executed and who are members of the Union at that time shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided herein.

Employees not members of the Union and who desire membership shall confirm their desire to join for the duration of this Agreement by initiating their Union application form and dues deduction authorization forms.

All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving thirty (30) days written notice, immediately prior to the expiration date of this Agreement, to assignees and the City Controller. The City Controller and the City Treasurer shall thereafter cease withholding any moneys whatever under such assignments.

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 assignees' 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.

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 renegotiated for the purpose of adequate replacement.

ARTICLE III - UNION BUSINESS LEAVE

1. 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 shall be scheduled by mutual agreement between the Director and/or Business Administrator and the Union representative.

2. Leave of absence with pay to attend and serve as delegates to Union conventions may be granted in writing to not more than two (2) unit employees during a calendar year, with the extent of the leave limited to three (3) days per delegate. Application for leave shall be made in writing not less than two (2) weeks in advance.

3. Failure of an employee to return to work promptly upon the expiration of authorized leave without reasonable notice satisfactory to the Director or his designee shall be subject to disciplinary action.

4. An absence of an employee from duty, including any absence for a single day or part of a day, except as provided by the terms of this Agreement, that is not authorized by a specific grant of leave of absence under these provisions shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the offender to disciplinary actions. Any employee who absents himself for five (5) consecutive working days without leave shall be deemed to have quit.

ARTICLE IV - BULLETIN BOARDS

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

ARTICLE V - 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) 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 an official of the Union, in conference with the Director or 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, certified mail, not later than ten (10) calendar days after the Step 2 meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator, the moving party may request the Federal Mediation and Conciliation Service or the New Jersey State Board of Mediation to designate the arbitrator in accordance with its 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 the impartial arbitrator shall be borne equally by both parties.

Unless extended by mutual agreement, 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 which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement;

(c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate hourly, salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the following: [i] the elements of a job assignment; [ii] the level, title, or other designation of an employee's job classification; [iii] the right of management to assign or reassign work; (f) pertains in any way to the establishment, 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.

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ARTICLE VI - WORKWEEK

1. Without guaranteeing any hours of work, it is agreed that the normal workweek for unit employees performing Public

Works duties shall be forty (40) hours per week.

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

ARTICLE VII - MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Public Works Department, 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

or discharge for 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 because

of lack of work or for other 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, schedules, together with the selection, procurement,

designing, engineering, and the control of equipment and materi-

als; and to purchase services of others, contract or otherwise.

ARTICLE VIII - ACCESS

A duly authorized representative of the Union, 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 Union

representative shall state the purpose of his 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 IX - LONGEVITY

1. All full time permanent employees in the classified service of Civil Service, and covered by this Agreement, shall be entitled to the 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, 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, 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. 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; if 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 Department, computed from the last date of hire. For purposes of layoff, continuous service in the Classification shall prevail. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year beyond accumulated sick leave. Seniority shall 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 or injury for more than one (1) continuous year, beyond accumulated sick leave
- (5) layoff for longer than six (6) consecutive months

Failure to return promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director or his designee shall subject the employee to disciplinary action.

ARTICLE XI - 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	Memorial Day	Election Day
Lincoln's Birthday	Independence Day	Veterans Day
Washington's Birthday	Labor Day	Thanksgiving Day
Good Friday	Columbus 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 fall on Sunday, Monday, or Tuesday 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 receive the holiday pay in addition to any vacation pay to which he may be entitled.

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

ARTICLE XII - VACATIONS

1. Effective January 1st, 1970, 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

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.

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

3. Vacation time must be used in the year that it is earned. However, one year's accumulation may be carried into the next succeeding year. Should circumstances warrant, this provision may be waived by the Director and the Business Administrator.

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 of the department, covered by this part of the Agreement, who is entitled to vacation leave at the time of his retirement, shall receive the earned vacation which has not been taken, effective 30 days 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.

ARTICLE XIII - OVERTIME AND CALL BACK

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 assignment, 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.

4. Two seniority lists shall be established and maintained, one containing the names of Department employees who volunteer to be available for callback assignments, the other containing the names of all other employees in the Department. Those who volunteer shall be called first by the Watchman or Foreman in the event that any condition arises which, in the judgment of the Superintendent, Watchman, or Foreman requires immediate attention, such as but not limited to, snow emergency or hazardous road condition. If additional help is needed, employees shall be called from the Non-Volunteers list.

5. The list of volunteers shall be maintained for callbacks on a year-round basis. The name of any employee on the volunteer list who refuses a callback, or fails to report,

without reason acceptable to the Director, shall be removed from that list.

ARTICLE XIV - LEAVE WITHOUT PAY

Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days, shall make a request in writing to the Director 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. Leaves may be granted or denied at the discretion of the Director. Not more than two (2) employees of the department may be on such leave at any one time, except at the discretion of the Director. Extensions of such leaves may be granted providing that, at least two (2) weeks prior to the date on which the initial and subsequent leave would terminate, the employee requests said extension of the leave to the Director. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave, shall be considered a reason for summary discharge. Leaves shall be granted or denied in writing.

ARTICLE XV - DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, 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 employee feels that he has been unjustly dealt with, said employee or the Association, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the Director within ~~three~~ (3) workdays from the time of discharge. 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

1. All employees of the Public Works Department 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, as well as a Blue Cross Major Medical Plan to become effective as soon as practicable after the execution date of this Agreement depending upon arrangements with the City's insurance carrier, the premiums of which shall be paid for by the City.

2. All other insurance benefits presently in effect shall be maintained throughout the period of the Contract.

ARTICLE XVII - UNION 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 Union 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 of the Public Works Department 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 Union.

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 the further provision that such employee or employees may regard the rule, regulation, order or instructions 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 or fail 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 disciplinary grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XIX - SICK LEAVE

The present sick leave plan pertaining to non-occupational injuries and illness shall continue in effect for the duration of this Agreement.

ARTICLE XX - MILITARY CLAUSE

1. Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given 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, and 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.

ARTICLE XXI - FUNERAL LEAVE

A regular full time employee who is excused from work because of death in his immediate family, as defined below,

shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law and mother-in-law, as well as grandmother or grandfather if members of the employee's household. Special cases will be referred to the Director.

ARTICLE XXII - MANPOWER

The number of men assigned to a truck or other equipment on duty shall be determined in the sole discretion of the Director.

ARTICLE XXIII - 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 operations. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be strikes, slowdowns, lockouts, or mass action which would involve suspension of or interference with normal work performance.

The City shall have the right to discipline, up to and including discharge, any employee in violation of this Article.

ARTICLE XXIV - WAGES

Regular full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase of Four Hundred (\$400.00) Dollars per year, retroactive to January 1, 1970. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

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

ARTICLE XXVI - TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1970, through and including the 31st day of December, 1970. 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 6th day of August, 1970.

THE CITY OF ELIZABETH

BY: 15/ Thomas G. Dunn
THOMAS G. DUNN, Mayor

ATTEST:

15/ John J. Dwyer
JOHN J. DWYER,
City Clerk

LOCAL 455, ELIZABETH CITY YARD
WORKERS, SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

BY: 15/ Daniel De Pasquale
15/ Louis Rembo
15/ Alfonso Calumbo