

3-0093

Contract no. 220

20-04

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
MAY 1 1990  
RUTGERS UNIVERSITY

A G R E E M E N T

BETWEEN

CITY OF ELIZABETH, NEW JERSEY

AND

CITY YARD SUPERVISORS ASSOCIATION

APRIL 1, 1990 THROUGH MARCH 31, 1992

CITY YARD SUPERVISORS ASSOCIATION

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CITY YARD SUPERVISORS ASSOCIATION

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AGREEMENT ENTERED into this 5<sup>th</sup> day of April 1990 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" and the CITY YARD SUPERVISORS ASSOCIATION, hereinafter referred to as the "Association" is designed to promote a harmonious relationship between the City, the Association and such of the City's employees as are represented by the Association

ARTICLE I

RECOGNITION

1. The City hereby recognizes the City Yard Supervisors Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all those considered Supervisors in the City Yard.

2. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refers to all persons represented by the City Yard Supervisors Association.

ARTICLE II

ASSOCIATION BUSINESS LEAVE

1. Meetings between representatives of the City and of the Association for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein shall be scheduled during non-working time of affected employees.

2. Leaves of absence with pay shall be granted as provided in Section 38:23-2 of the Revised Statutes of N.J. Notice of elected delegates to attend convention in accordance with said statute shall be made in writing to the Office of the Business Administrator not less than two (2) weeks in advance by the President of the City Yard Supervisors Association.

3. Failure of employee to return to work promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director shall be subject to disciplinary action in accordance with Department of Personnel's Rules and Regulations.

ARTICLE III

GRIEVANCE PROCEDURE AND ARBITRATION

In the event any difference or dispute should arise between the City and the Association or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort 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 IV

BULLETIN BOARDS

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

ARTICLE V

WORK WEEK

1. Without guaranteeing any hours of work, it is agreed that the normal work week for the 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 VI

### MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the City Hall, the 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 VII

### ACCESS

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

ARTICLE VIII

LONGEVITY

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

If the employee's anniversary 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 IX

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 X

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	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

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 shall be considered the holiday, if it is generally observed as such in the community.

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.

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

6. Holidays and Sundays worked -- see Article XIV, Section 4.

ARTICLE XI

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 XII

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 XIII

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 of Personnel.

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 XIV

OVERTIME AND CALL BACK

1. When an employee works continuously in excess of forty (40) hours in the work week, he/she shall be paid at the rate of one and one-half times his/her regular rate of pay for such hours worked.

2. If an employee completes his/her regular assignments, leaves the premises, and is called back to work, he/she shall be guaranteed not less than four (4) hours work. The four (4) hours shall be paid at straight time rates, subject to the provision of Section 1, above.

If the call-back assignment extends for more than four (4) continuous hours, the additional time shall be paid at one and one-half times the regular rate of pay.

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

4. Employees required to work on a scheduled holiday, shall be paid time and one half his regular rate of pay for all hours worked; this will be in addition to his regular pay. Employees that are not scheduled to work and are called in because of an emergency on a Sunday or a holiday will be paid at the rate of double time his/her regular rate of pay for all hours worked.

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

ARTICLE XV

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 XVI

### 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 XVI

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 XVII

ASSOCIATION PRIVILEGES

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

ARTICLE XVIII

RULES AND REGULATIONS

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 provision 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 III 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 XIX

SICK LEAVE

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

ARTICLE XX

MILITARY LEAVE

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



ARTICLE XXI

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 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

3. This provision also applies for any other relative who resides with the employee.

4. One (1) working day shall be allowed in the event of the death of an aunt or uncle.

5. Special cases will be referred to the Director.

6. 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 XXII

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 of 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 XXIII

DISCRIMINATION AGAINST ASSOCIATION MEMBERS

The City agrees that neither it nor any of its supervisors or representatives shall interfere with, coerce, intimidate or discriminate against any employee because of membership or activity in the Association.

ARTICLE XXIV

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decision invalidates any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XXV

WAGES

Effective April 1, 1990, the Public Works Superintendent shall receive a one-time range change of \$2,500.00.

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

1 - 40AS	\$2,195.00
1 - 40BS	1,914.00
1 - 40DS	1,753.00
2 - 40S	1,680.00

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

1 - 40AS	\$2,133.00
1 - 40BS	1,860.00
1 - 40DS	1,704.00
2 - 40S	1,632.00

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"  
CITY YARD SUPERVISORS  
SALARY SCHEDULE

EFFECTIVE APRIL 1, 1990:

<u>Title</u>	<u>T/O</u>	<u>Range</u>	<u>Min.</u>	<u>Max.</u>	<u>Inc.</u>	<u>Step</u>
Assistant Public Works Superintendent	1	1-40BS	31,564	33,814	450	5
Assistant Sewer Superintendent	1	1-40BS	31,564	33,814	450	5
Chief Pumping Station Operator	1	2-40S	27,430	29,680	450	5
Public Works Superintendent	1	1-40AS	36,535	38,785	450	5
Supervising Carpenter	1	1-40DS	28,723	30,973	450	5
Supervisor, Sewers	1	2-40S	27,430	29,680	450	5
Supervisor, Streets	9	2-40S	27,430	29,680	450	5
Supervisor, Traffic Maintenance	1	2-40S	27,430	29,680	450	5
Supervisor, Trees	1	2-40S	27,430	29,680	450	5
Tree Superintendent	1	1-40BS	31,564	33,814	450	5

APPENDIX "A"  
CITY YARD SUPERVISORS  
SALARY SCHEDULE

EFFECTIVE APRIL 1, 1991:

<u>Title</u>	<u>T/O</u>	<u>Range</u>	<u>Min.</u>	<u>Max.</u>	<u>Inc.</u>	<u>Step</u>
Assistant Public Works Superintendent	1	1-40BS	33,424	35,674	450	5
Assistant Sewer Superintendent	1	1-40BS	33,424	35,674	450	5
Chief Pumping Station Operator	1	2-40S	29,062	31,312	450	5
Public Works Superintendent	1	1-40AS	38,668	40,918	450	5
Supervising Carpenter	1	1-40DS	30,427	32,677	450	5
Supervisor, Sewers	1	2-40S	29,062	31,312	450	5
Supervisor, Streets	9	2-40S	29,062	31,312	450	5
Supervisor, Traffic Maintenance	1	2-40S	29,062	31,312	450	5
Supervisor, Trees	1	2-40S	29,062	31,312	450	5
Tree Superintendent	1	1-40BS	33,424	35,674	450	5

ARTICLE XXV-A

CLOTHING ALLOWANCE

1. Employees covered by this Agreement, who are employed by the City as of April 1, 1990, will receive \$200.00 as clothing allowance for the year 1990.

2. Payment will be made the second pay period of April, 1990.

3. Employees covered by this Agreement, who are employed by the City as of April 1, 1991, will receive \$200.00 as clothing allowance for the year 1991.

4. Payment will be made the second pay period of April, 1991.



ARTICLE XXVI

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 XXVII

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 XXVIII

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 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 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

ATTEST:

*John J. Dwyer*  
 JOHN J. DWYER, City Clerk

CITY OF ELIZABETH
APPROVED AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS
DESCRIPTION

CITY YARD SUPERVISORS ASSOCIATION

BY: *Luigi Smeraglia*  
 Luigi Smeraglia, President

*Douglas Borrello*  
 Douglas Borrello, Secretary-Treasurer

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