

Contract # 876

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**AGREEMENT
BETWEEN
CITY OF GLOUCESTER
CAMDEN COUNTY
NEW JERSEY
AND
UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC
ON BEHALF OF LOCAL UNION #14975
1993**

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AGREEMENT

This Agreement entered into this 1ST DAY OF JANUARY 1993, by and between the City of Gloucester, New Jersey (hereinafter referred to as the Employer) and the United Steelworkers of America, AFL-CIO-CLC (hereinafter referred to as the Union) on behalf of Local Union #14975.

WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all production and maintenance employees, but excluding all supervisory personnel, office clerical, guards.

ARTICLE II - UNION SHOP

It shall be a condition of employment that all employees covered by this Agreement who are members of this Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is the later; become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

ARTICLE III - CHECK OFF

The Employer agrees to deduct from the wages of each employee who has worked at least five (5) days in the month, in accordance with the expressed terms of a signed voluntary authorization to do so, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments, in amounts designated by the Union. Said deductions shall be made out of the first payroll period or the earliest subsequent payroll period for each month, and immediately delivered or forwarded to the Secretary/Treasurer of the International Union at Five Gateway Center, Pittsburgh, Pennsylvania 15222.

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The Employer further agrees to forward a list of all bargaining unit employees including hires and terminations, once each month to the International Secretary/Treasurer and the Financial Secretary of the Local Union, and that the transmittal of the said list shall be simultaneous with the transmittal of the aforementioned deductions. Such list shall indicate which of the employees, whose names appear thereon, did or did not pay regular dues and/or initiation fees.

Applicable deductions shall be made from the payment due to any employee who shall be out of the plant at the time of the specified dues deduction date of any month and who receives a pre-payment of wages applicable to the absence.

ARTICLE IV - MANAGEMENT

The Employer shall remain vested with all management functions including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operating procedures, subject to the seniority and other provisions herein contained.

ARTICLE V - ASSIGNABILITY

This Agreement shall be binding upon the successors and the assignees of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the change in the regular status, ownership, or management of either party herein.

ARTICLE VI - PENSIONS

Employees are covered under the provisions of the New Jersey Public Employees Retirement System.

ARTICLE VII - PLANT VISITATION

Authorized Representatives of the International Union shall be permitted to visit the plant or operations of the Employer during working hours. The Representative will notify the Employer prior to entering the plant or operation.

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ARTICLE VIII - BULLETIN BOARDS

The Employer will provide bulletin boards for each department of the plant for the exclusive use of the Union.

ARTICLE IX - WAGES

Section 1: Rates of Pay:

A Wage Schedule setting forth rates of pay of the various classifications shall be attached hereto and made a part of this Agreement. The Wage Schedule shall be known as Appendix "A". A Wage increase of:

Effective January 1, 1993 Wage Increase 5.0%

Section 2: New Classifications:

In the event the Employer installs machinery or equipment or creates jobs different from those set forth in the Schedule attached hereto the Employer agrees to meet with the Union in order to classify and set rates to be paid in connection with said new machinery and equipment on new jobs.

Sections 3: Shift Differential:

Compensation for differential is included in wage rate of the Pumping Station Operators (Water Department).

Section 4: Call-in Pay:

Employees called in for emergency work on days other than Sunday or Holidays shall receive a guarantee of four (4) hours pay at the rate of time and one-half. Call-ins on Sunday shall be guaranteed at four (4) hours pay at the rate of double time. Employees called in for (4) hours pay at the rate of double time. Employees called in for emergency work on holidays shall be guaranteed two (2) hours pay at the rate of double time in addition to their regular holiday pay.

In the Water Department the call-in guarantee for weekends will be four (4) hours pay. A Water Department employee who is designated as a weekend standby shall receive a bonus of three (3) hours pay whether called in to work or not. If an employee is called in to work on a weekend (even though he is a designated standby he will also receive the call-in guarantee for weekends).

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Section 5: Reporting Pay:

An employee who reports for work at his regular starting time and who has not been given at least twelve (12) hours previous notice not to report, shall receive a minimum of eight (8) hours straight-time pay.

Section 6: Temporary Assignment

Employees temporarily assigned to job classifications paying a higher rate than their regular rate shall receive the higher rate while in such classification, "To be paid a minimum of 4 hours at higher rate".

Employees temporarily assigned to job classifications paying a lower rate than their regular rate shall retain their regular rate of pay.

Section 7: No Reduction:


No employee shall suffer a reduction in his basic hourly rate of pay, nor will any benefit now being enjoyed by the employees (regardless of the method of computation) be taken away as the result of the signing of this Agreement.

Section 8: Work Performed by Supervisors:

No supervisory or other employee or employees of the Employer excluded from the terms of this Agreement shall perform the work of any employee or employees covered by this Agreement, except for the purpose of the instruction or in case of emergency, or in the case of the Water Plant Supervisor replacing an absent Pumping Station Operator as agreed: limited to one day per week.

Section 9: Injured Employees:

An employee suffering from an injury arising out of and in the course of his employment, who is required to leave the Plant premises, will be paid from the time of his injury to the end of the shift on the day of such injury.


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ARTICLE X - HOURS OF WORK AND OVERTIME

Section 1: Work Day:

The regular work day shall consist of eight (8) consecutive hours, including sixty (60) minutes lunch period.

Section 2: Work Week:

The regular work week shall consist of five (5) consecutive work days, forty (40) hours, Monday through Friday, except for Pumping Station Operator.

Section 3: Overtime:

All overtime shall be distributed without favoritism and in accordance with "Seniority" among the employees of that classification in the department involved.

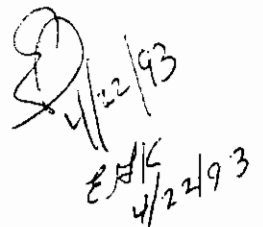
(A) Employees shall be paid in one and one-half times their regular rate for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week.

(B) Sunday Work: Employees, except Pump Station operators, requested to work on Sunday shall be paid at two (2) times their regular rate for all hours worked and shall be guaranteed a minimum of four (4) hours work.

(C) No employee shall be penalized for the inability to work overtime. On emergency situations where an insufficient number of incumbents of the effected job classification and department the manager shall canvas from any other job classification and/or department in order to seniority; "highest to lowest". If there remains an insufficient number, then, lowest to highest seniority incumbents of the job classification shall be assigned to fill the required number of employees needed for that emergency: snow, flood, fire, explosion, or any other event designated as an emergency.

Section 4: Meal Allowance:

Employees working overtime more than two (2) hours past their regular shift or employees working four (4) hours overtime on Saturday, Sunday, or Holidays will be permitted to secure a meal and charge it to the City Account. (MAXIMUM MEAL REIMBURSEMENT WILL BE \$7.00); paid in check under others in the pay check.


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ARTICLE XI - GRIEVANCE PROCEDURE

Should differences arise between the Employer and the Union as to the meaning and application of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, but connected therewith, or should any local dispute of any kind arise, there shall be no suspension of work or slowdown by the employees on account of such differences nor any lockout by the Employer, but an earnest effort shall be made to settle such differences promptly by the following methods of procedure:

Any bargaining unit employee may initiate the grievance procedure within thirty (30) days of such event.

FIRST: An oral presentation between the aggrieved employee and superintendent of the department involved. The department steward and/or grievance may accompany the aggrieved employee.

The superintendent shall give his/her answer to the Union within five (5) work days. Failure to provide such answer shall resolve the grievance in favor of the Union.

SECOND: In the event the superintendent's answer is unsatisfactory then the grievance shall be submitted in writing to the superintendent within ten (10) work days of the 1st Step answer.

The meeting between the Grievance Committee designated by the Union and the Business Administrator shall be scheduled as promptly as possible. The Business Administrator shall return his/her answer with ten (10) work days of such meeting. Failure to provide such answer shall resolve the grievance in favor of the Union.

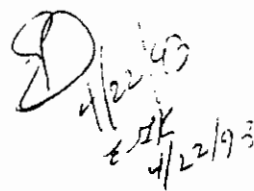
THIRD: In the event the Business Administrator's answer is unsatisfactory the Union may appeal grievance to the 3rd Step within fifteen (15) work days from received answer of the 2nd Step to be heard at a mutually convenient meeting between the International Representative and three (3) representatives of Council in order to resolve the dispute. The City Representatives shall return their answer in writing within fifteen (15) work days of such meeting. Failure to provide such answer shall resolve the grievance in favor of the Union.

ARBITRATION: In the event the Employer and the Union are unable to settle the dispute satisfactory, the Union may file for "Binding Arbitration" within thirty (30) work days from receipt of the City's answer to be heard by an Impartial Arbitrator.

The parties shall request a list of Arbitrators to be provided by P.E.R.C. in order to select the Impartial Arbitrator.

In cases where Civil Service regulations are applicable, then the grievance would then be submitted in accordance with Civil Service procedure.

NOTE: Any of the above time limits may be extended by mutual agreement.


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ARTICLE XII - STRIKES AND LOCKOUTS

The Union agrees that there shall be no strikes, slowdowns, or other interruptions of work by any of its members during the term of this Agreement, but that any disputes or differences shall be taken up under the Grievance and Arbitration procedure of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XIII - SAFETY

The Union will cooperate with the Employer in encouraging employees to observe all safety regulations prescribed by the Employer and to work in a safe manner. To that end, a Safety Committee shall be established to be composed of a minimum of three (3), but not more than six (6) members of Local Union #14975. The members of the Safety Committee shall be selected by the Local Union, which shall also have the authority to change its personnel. This Committee shall have the right to inspect equipment used under the Jurisdiction of the Local Union, for the purpose of observing its safe or unsafe condition when such questions are brought to the attention of the Safety Committee. If the Committee believes conditions found are dangerous to life or limb, it shall report its findings to management for attention and correction.

ARTICLE XIV - HOSPITALIZATION, LIFE INSURANCE, SICK & ACCIDENT INSURANCE

- Section 1: The Employer will provide and pay the total cost of a mutually agreed upon Medical, Surgical and Hospitalization Plan for all employees, including their dependents. Major Medical coverage will be provided under this Plan.
- Section 2: Employee who retires with at least age and service equal (=) to 85 will receive 100% paid Medical, Hospitalization Insurance, to age of sixty-five (65).
- Section 3: Blue Cross coverage will begin on the first day of the month following the completion of one hundred twenty (120) days of service.
- Section 4: Employees will be allowed fifteen (15) days of paid sick leave each year of the Agreement. If an employee accumulates fifty (50) sick days, which shall be called a bank, the employee will be entitled to "buy back" on an annual basis, at 100%, any sick days the employee has accumulated in excess of fifty (50) to a maximum of fifteen (15) days. When an employee severs employment or retires, he shall receive, at 50% of value, one lump sum payment of all accumulated sick time up to a maximum of two hundred thirty (230) days.

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Section 5: Life Insurance is provided under the provisions of the New Jersey Public Employee Group Life Insurance Plan.

Section 6: Effective January 1, 1985 the City agrees to provide Family Dental, Prescriptions and Optical coverage through a City-selected carrier for all employees.

ARTICLE XV - HOLIDAYS

All employees except for Pumping Station Operators covered by the Agreement shall receive Holiday pay for each of the following designated Holidays not worked irrespective of the day of the week on which the Holiday may fall at the rate of eight (8) hours pay.

The following holidays and floating holidays will be observed:

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

The employee must work the day before Holiday in order to get paid for the Holiday. If the employee calls out sick, he must present a doctor's note in order to get paid for the Holiday.

Pumping Station Operators covered by this Agreement shall receive Holiday pay for each of the following designated Holidays not worked, irrespective of the day of the week on which the Holiday may fall, at the rate of eight (8) hours pay:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day (Prim. & Gen.)
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
M.L.K. Day	


Pumping Station operators shall receive this payment in addition to their regular salary for each holiday listed above whether worked or not worked. Pay for these holidays shall be paid the first week in June and the first week in December.

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- Section 2: If a holiday falls within an employee's vacation period, such Holiday shall not be considered as part of the vacation period and the employee shall receive his full vacation in addition to Holiday pay as herein before provided.
- Section 3: Any Holiday falling on a Sunday shall be celebrated on the following Monday, and any Holiday falling on a Saturday shall be celebrated on the previous Friday.
- Section 4: All work performed on any of the above-named Holidays shall be paid for at two (2) times the regular rate, plus the Holiday pay, except for Pumping Station Operators who receive compensation for working Holidays in their wage rate.
- Section 5: All employees, except for Pumping Station Operators, covered by this contract shall receive six (6) yearly floating holidays to be taken at the discretion of the employee, with at least one workday advance notice to the perspective departmental supervisor. A request to the supervisor for the use of a floating holiday will not be unreasonably denied. Approval of floating holidays must not interfere with the safe and effective operation of the department. Floating holidays will not be accumulated from year to year and must be used as of December 31st of each year.

ARTICLE XVI - VACATIONS

- Section 1: All employees who have been employed for at least one (1) year shall be granted a vacation of twelve (12) days. Employees with less than one (1) year's service shall be granted one (1) day vacation for each month of service.
- Section 2: All employees who have been employed for a period of five (5) years shall be granted a vacation of three (3) weeks. (Fifteen [15] days.)
- Section 3: All employees who have been employed for a period of fifteen (15) years shall be granted a vacation of four (4) weeks, (twenty [20] days.)
- Section 4: All employees who have been employed for a period of twenty (20) years or over shall be granted a vacation of five (5) weeks, (twenty-five [25] days.)
- Section 5: Vacation will, so far as possible, be granted at the time most desired by the employee, but the final right to allotment of vacation period is reserved to the Employer in order to insure normal operations.
- Section 6: An employee terminated for any reason shall be paid vacation pay on a pro-rata basis as required under Civil Service regulations.


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Section 7: In addition to the regular vacation pay, a vacation bonus equal to 2% of the previous years' annual salary will be paid to all eligible employees who have worked through the month of June of the current year.

Section 8: Each employee's vacation will be based on the amount of service with the employer as of April 1st of each calendar year. All credit for future years of service for all employees would then be given on each succeeding April 1st.

ARTICLE XVII - SENIORITY

Section 1 - Seniority: The Employer recognized the principle of seniority; namely, employees having the greatest time of service in the employment of the Employer shall have preference for advancement. Employees within a Job Class who is qualified with highest Seniority be given Opportunity of temporary step-up. Retaining and regaining employment in case of any curtailment or expansion of operations subject to the individual qualifications of the employees.

Section 2 - Probationary Period: Employees hereafter employed by the Employer shall not be considered regular employees until after a probationary period of ninety (90) days. Employees retained after the probationary period acquire seniority status dating from the first day of employment. Also, temporary employees remaining beyond six (6) months shall be considered as regular employees.

Section 3 - Loss of Seniority: An employee shall lose his seniority and will be taken off the seniority list if:

- (1) He quits.
- (2) He is discharged for cause.
- (3) He is on lay-off for a period in excess of two (2) years.

Section 4 - Re-Employment after Lay-Off: Each employee on lay-off shall be notified by the Employer of the first opportunity for re-employment, such notice of recall to be given in writing, by registered mail, return receipt requested, to such employee's last known address filed with the Employer. Any employee who fails to accept an offer for re-employment within ten (10) days after receipt of notice by registered mail, shall forfeit his seniority rights with respect to employment. The rights of an employee to recall shall lapse after two (2) years from the date of lay-off.

Section 5 - Job Posting: All job postings and job bidding shall be governed by the regulations and provisions of Civil Service.

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Section 6 - Training: The Employer shall re-train senior employees to do other work whose present jobs may be eliminated or temporarily abolished due to curtailment, of operations, automation or technological changes.

Section 7 - Seniority Lists: The Employer will furnish the Union, annually by March 1st with an up-to-date seniority list of all employees in the bargaining unit. Furthermore, a form will be sent to the Local Union Recording Secretary advising him of the status of all new hires.

Section 8 - Physical Ability: If an employee is physically unable to perform his regular job assignment due to health or other physical reasons, and, at the same time, is physically able to satisfactorily perform other job assignments within the bargaining unit, the Employer will endeavor to assign the employee to another job assignment in line with his seniority and ability.

ARTICLE XVIII - MISCELLANEOUS

Section 1 - Jury Duty: The Employer will pay to an employee performing Jury Duty the Employee's regular rate of pay during such absence.

Section 2 - Bereavement Leave: An employee having a death in his immediate family shall be given three (3) scheduled work days off with pay at his regular straight time hourly rate. Time paid for while on leave shall count as time worked for purposes of computing weekly over-time. The "immediate family" as used herein shall mean and include parents, brother, and sister. Five (5) days will be granted in the event of the death of the employee's spouse and children.

Section 3 - Legality: In the event that any provisions of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 4 - Mutual Protection: In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

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Section 5 - Non-Discrimination: The parties to this Agreement agree not to discriminate against any employee or applicant for employment with the Employer, member of the Union or applicant for membership in the Union, because of race, creed, color, sex, age, handicapped, Political affiliation, or national origin, but will take affirmative action to ensure that employees and applicants for employment, applicants for membership and members of the Union are ensured equality of opportunity before and during employment without regard to their race, creed, color, sex, age, handicapped, Political affiliation, or national origin. Such action shall include, but not be limited to employment, upgrading or promotion, demotion or transfer, recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; job assignment or selection for training, including apprenticeship; and all other conditions of employment, Union activities, or otherwise.

Section 6 - Work Clothing: Each employee will receive three (3) sets of work clothing each year from the Employer at not cost to the employee. "Management will designate supplies of work clothing". The Employer shall also provide at no cost to the employee, such foul weather gear and gloves as is required, including one pair of work shoes per year upon request of employee.

Section 7 - Reimbursement Tuition Costs: The City of Gloucester will reimburse tuition payments for schooling that involves work-related courses provided prior approval is given by the Mayor and/or Administrator. The employee must maintain a passing grade in order to be reimbursed by the City. If necessary, such employee shall rearrange his work schedule to the satisfaction of his supervisor. Inclusive of all departments.

Section 8 - Longevity - Longevity Payments:

2% of the employee's base salary when he accrues over five (5) years of service with the City.

2.5% of the employee's base salary when he accrues over ten (10) years of service with the City.

3% of the employee's base salary when he accrues over fifteen (15) years of service with the City.

4% of the employee's base salary when he accrues over twenty (20) years of service with the City.

5% of the employee's base salary when he accrues over twenty-five (25) years of service with the City.

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All longevity payments will be made on the 1st pay day following the anniversary date by adjusting the employees then current base salary.


ARTICLE XIX - SUB-CONTRACTING

The employer agrees that any work normally performed by members of the bargaining unit shall not be contracted out as long as the Employer has the necessary equipment and as long as there is qualified personnel available to do the work.

ARTICLE XX - DURATION

This Agreement shall become effective on the 1St DAY OF JANUARY , 1993, and shall remain in full force and effect to and including the 31ST DAY OF DECEMBER, 1993, and one (1) year agreement, and shall continue in full force and effect from year to year thereafter, unless either party desires to change or modify any of the terms or provisions of this Agreement.

The Party desiring the change or modification must notify the other Party to this Agreement in writing. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days after receipt of such notice.

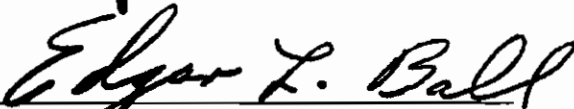

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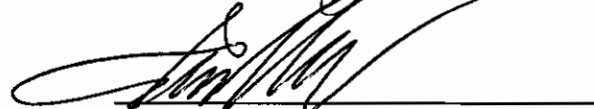
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of this 4th day of May, 1993.
UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

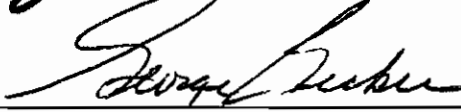
CITY OF GLOUCESTER,
NEW JERSEY


LYNN R. WILLIAMS, PRESIDENT

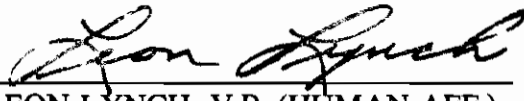

WALTER W. JOST, MAYOR

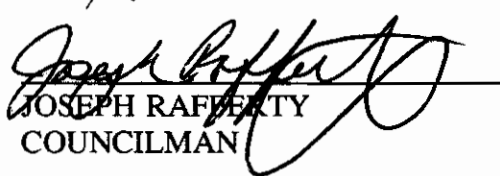

EDGAR L. BALL, SECY./TREAS.


EDWARD DOCZY
CITY ADMINISTRATOR


GEORGE F. BECKER, V.P. (ADM)



JEFFREY COLES, CFO



LEON LYNCH, V.P. (HUMAN AFF.)


JOSEPH RAFFERTY
COUNCILMAN



DAVID WILSON, DIR. DIST. #8


WILLIAM J. SOLARSKI
SUB-DISTRICT DIRECTOR


EDWARD KNICELY
PRES. L.U. #14975


PATRICK KAIN
NEG. - L.U. #14975


JOHN HOWARTH
NEG. - L.U. #14975


VICTOR ROCCO
NEG. - L.U. #14975