

Union

AGREEMENT ENTERED into this 11th day of November 1977

between LOCAL UNION NO. 866 affiliated with the International Brotherhood of Teamsters, Chauffers, Warehousemen and Helpers of America, hereinafter referred to as the "Union" and the Division of Water Utility, Department of Public Works, City of Elizabeth, New Jersey, hereinafter referred to as the "Employer", the "Utility" or the "City".

The effective date of this Agreement is January 1, 1977. * March 29, 1978

The Employer and the Union agree as follows:

ARTICLE I

RECOGNITION

1. The Employer recognizes Local Union No. 866, I.B.T. as the sole and exclusive bargaining agency for collective negotiations concerning salaries, hours of work, benefits, and other terms and conditions of employment for all Water Repairmen, Senior Water Meter Repairmen, Water Meter Setters and Laborers.
2. Excluded are all professional (office), supervisory watchmen, guard and other employees excluded under the Public Employment Relations Act.
3. Unless otherwise indicated, the term, "employee", or "employees" when used in this agreement refers to all persons represented by the Union in the above-defined negotiating unit.

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ARTICLE II
DUES CHECK OFF

1. The Union will furnish the Employer a written statement of the dues and initiation fees to be deducted.
2. The Employer agrees that it will deduct the Union dues from the pay of each employee who has furnished the City with written authorization to do so, and transmit the same with a list of such employees to the Secretary-Treasurer of Local Union No. 866.
3. The Union agrees to furnish written authorization, in accordance with the Statute (R.S. 52:14-15.9e) from each employee authorizing these deductions.
4. 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 assignee's 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.

ARTICLE III
NOTIFICATION TO THE UNION

1. The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions, and discharges.
2. The Employer will notify the Union in writing 45 calendar days prior to a layoff.
3. The Employer will provide the Union with an updated list of covered employees showing name, address, classification and Social Security number.
4. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE IV
ACCESS

1. 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 V
JOB STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of Job Stewards and alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Stewards or Alternate has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay. Such time spent in handling grievances during his regularly scheduled hours shall be considered working time.

ARTICLE VI
SUPERVISORS

1. In order to assure an orderly understanding of authority of supervisors for job assignments and instructions, the Utility shall designate by name those persons with such authority in each department and post notices of such designation in each department.

2. Supervisors shall not perform unit work unless manpower able and willing to do the job is not available. This shall not mean that supervisors cannot help out in emergencies and render assistance when necessary to overcome difficulties that interrupt work flow, nor shall it be construed to prohibit supervisors from performing work while instructing, experimenting, or doing research and development for improvement of methods and procedures.

ARTICLE VII
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the City, 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, suspend 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, stations, 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 materials, and to purchase services of others, contract or otherwise.

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

ARTICLE VIII
WORK ASSIGNMENTS

1. The Employer agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification, unless otherwise specifically provided for in this Agreement.

2. The Director will assign work only to unit employees except in cases of extreme emergency.

3. Supervisors shall not replace or displace unit employees, nor shall they deprive unit employees of overtime. They shall be utilized to supervise, train and assist unit employees.

ARTICLE IX
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 shall give notice to the Union whenever practicable. Changes on 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. Use of utility equipment will not be made during lunch period without the Superintendent's or the employee's supervisor's authority.
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 such 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. Employer agrees to grant a paid one-half (1/2) hour lunch period whenever an employee is requested to work beyond ten (10) consecutive hours. For such overtime beyond the eight (8) hours, employees will receive time and one half (1-1/2) times their base salary without any break period.
8. Employees will be assigned to standby once every three (3) weeks for periods of one 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 shall provide a means to be contacted for a call-out assignment.

ARTICLE X
RATE OF PAY

Employees will be classified in accordance with skills used and shall not be paid less than the minimum for such classification in accordance with the Table of Job Classification and rates of pay as stated in Article XIV.

ARTICLE XI
WORKING AT DIFFERENT RATES

Employees working on a higher-rated job in excess of five (5) hours in any one day shall be compensated at the higher rate for the entire work day. Should he be assigned to work less than five (5) hours on the higher rated job, he shall be compensated at the higher rate of pay for the time so worked.

ARTICLE XII
JOB CLASSIFICATION SHEETS

1. The Employer will prepare and make available to the Union Job Classification Sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

2. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a Job Classification Sheet for discussion and for the purpose of negotiating a rate.

3. Any such classification or rate negotiated shall not be in conflict with City ordinances.

ARTICLE XIII
PAY DAY

1. Employee will be paid all earnings by check each Thursday.
2. Employee will be paid during working hours.
3. When pay day falls on a holiday, then the preceding day will be pay day.

ARTICLE XIV
WAGES

Effective January 1, 1977, regular, full-time employees covered by this agreement shall receive compensation as reflected in Appendix "A" attached. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

Effective January 1, 1978, regular, full-time employees covered by this agreement shall receive compensation as reflected in Appendix "B" attached. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

APPENDIX "A"

WATER UTILITY RANK AND FILE

EFFECTIVE JANUARY 1, 1977

TITLE	RANGE	MINIMUM	MAXIMUM	INCREMENT	STEPS
Laborer	13-40	8,074	9,566	373	4
Sr. Water Meter Repairer	8-40	9,309	10,684	275	5
Water Repairer	8-40	9,309	10,684	275	5
Water Meter Repairer	10-40	8,773	10,101	332	4
Water Meter Setter	8-40	9,309	10,684	275	5

APPENDIX "B"

WATER UTILITY RANK AND FILE

EFFECTIVE JANUARY 1, 1978

<u>TITLE</u>	<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>INCREMENT</u>	<u>STEPS</u>
Laborer	12-40	8,158	9,650	373	4
Sr. Water Meter Repairer	7-40	9,685	11,130	289	5
Water Repairer	7-40	9,685	11,130	289	5
Water Meter Repairer	9-40	9,032	10,292	210	6
Water Meter Setter	7-40	9,685	11,130	289	5

ARTICLE XV
SUB CONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the employer agrees that no work or services presently performed or hereinafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employees unless there is insufficient manpower qualified, available and willing to do the job.

ARTICLE XVI
PROBATIONARY EMPLOYEES

New employees shall remain probationary until after completion of ninety (90) calendar days of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the City. Discharges during the probationary period shall not be subject to the grievance and arbitration procedure.

ARTICLE XVII
SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the City, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge
2. Resignation
3. Engaging in any other employment during a period of leave.
4. Absence for illness or injury for more than one (1) continuous year
5. Layoff for longer than twelve (12) consecutive months
6. Absence for five (5) consecutive working days without leave or notice.

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 up to and including discharge.

ARTICLE XVIII
POST AND BID PROCEDURE

1. The Employer agrees to fill all job vacancies from within the bargaining unit before hiring from the outside provided the employees in the bargaining unit are qualified, available and willing to do the job.

2. The Employer shall post all vacancies. The Employer shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days provided that the employer may fill the job temporarily during the job period.

3. Promotions shall be temporarily awarded to the most senior, qualified employee who is available and willing to do the job provided such employees are in the unit; seniority shall be given primary consideration.

Permanent promotions shall then be made on a basis not inconsistent with State law giving primary consideration to seniority.

4. The successful bidder shall receive a trial period of ninety (90) days on his new assignment. Such employee shall be compensated at the rate of pay of his new classification. The employee's new pay rate shall be the rate step within the new classification which is immediately higher than his old rate.

ARTICLE XIX
LAY OFFS AND RECALL

The employer may reduce the working force only due to lack of work or lack of funds. In such event, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority provided there are more senior employees qualified, available and willing to do the job. The order of the layoff shall not be in a manner inconsistent with State Law.
2. Notice of lay offs in a particular classification will be given at least forty-five (45) days before the scheduled layoff.
3. A laid off employee shall have preference for re-employment for a period of life.
4. The Employer shall re-hire laid off employees in the order of greatest employment seniority provided they are qualified, available and willing to do the job. Under no circumstances whatsoever shall the employer hire from the open labor market while any employee has an unexpired term of preference for re-employment provided they are qualified, available and willing to do the job. The order of the recall shall not be in a manner inconsistent with State law.
5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last-known address of such employee.
6. The Employer reserves the right to require an employee returning from layoff to submit to a medical examination by the City Physician; such examination to be paid for by the City.

ARTICLE XX
DISCIPLINE AND DISCHARGE

1. 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, proven drunkenness on the job, proven dishonesty, illegal use of drugs, gross insubordination and willful damages to public property.

2. In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union, with permission of the employee, shall have the right to file a complaint which must be in writing, with the City within three (3) work days 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 XXI
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 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 that the grievances are filed in writing within ten (10) days of its occurrence or employee knowledge thereof.

STEP 1. Between the aggrieved employee and his immediate superior, in the presence of the Shop Steward. If no satisfactory agreement is reached within five (5) calendar days, and the Union so notified in writing, 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 five (5) calendar days, and the Union so notified in writing.

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 within five (5) calendar days, the moving party may request the Federal Mediation and Conciliation Service to designate the arbitrator in accordance with 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 of the arbitrator shall be final and binding upon both parties. The administrative expenses of the arbitrator shall be borne equally by both parties.

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

ARTICLE XXI
GRIEVANCE PROCEDURE AND ARBITRATION (cont'd)

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 covered by the terms and conditions of this Agreement; (c) pertains in any way to the administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate.

ARTICLE XXII
LONGEVITY

All permanent employees of the Water Utility 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 falls between January 1 and June 30, he 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 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 date of this contract and will accordingly be computed on the new base salary.

The scale of longevity pay shall be as follows:

5th year of employment to completion of 9th year-----	2%
10th year of employment to completion of 14th year-----	4%
15th year of employment to completion of 19th year-----	6%
20th year of employment to completion of 24th year-----	8%
25th year of employment and over-----	10%

ARTICLE XXIII

REPORT TIME

Any employee who reports for his regularly scheduled shift shall receive a minimum of four (4) hours work or pay at his regular rate. However, the foregoing obligation on the part of the Utility shall not apply in the event the failure to provide work is due to an emergency, an act of God, power failure or conditions beyond the control of the Utility, nor shall it apply in the event the employee was previously notified not to report to work or the Utility was prevented by conditions beyond its control from notifying him not to report, and provided further, that an individual accepts any job in his classification to which he may be assigned. Failure of an employee to report for work on account of an unauthorized work stoppage or strike shall be considered a cause over which the Utility has no control.

ARTICLE XXIV
CALL OUT TIME

If an employee, covered by this Agreement, is called out for work at a time other than his regular work period, including calls while on standby he 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.

If the employee completes the emergency he was called on and leaves the premises and is called out the second time within the same three (3) hours, he is being paid for, it will be considered as one call out when computing his time.

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

ARTICLE XXV
PREMIUM PAY

The Employer agrees to pay premium wages in accordance with the following rules:

One and one-half (1-1/2) times the straight time base hourly rate shall be paid for:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours spent in the service of the Employer prior to the scheduled starting time.
3. All hours spent in the service of the Employer following the scheduled quitting time.
4. All hours spent in the service of the Employer on any Saturday provided the employee does not have an unexcusable absence during that week.

Two (2) times the straight time hourly base rate of pay shall be paid for all time spent in the service of the Employer on any Sunday.

Opportunity to earn premium pay shall be rotated with the intention to achieve equitable distribution where practicable of premium pay earnings within each class of work, provided the employee is qualified, available and willing to perform the overtime assignment.

ARTICLE XXVI
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	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

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 as the holiday.

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. or after 4:30 p.m. on a holiday shall be compensated at double time the base rate of pay.

ARTICLE XXVII
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 3 months -- earned but cannot spend)

<u>BEGINNING</u>	<u>END</u>	
2nd year	5th year	13 working days
6th year	10th year	14 working days
11th year	15th year	17 working days
16th year	20th year	19 working days
21st year	25th year	22 working days
after 25 years		25 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 Superintendent, giving preference to employee choice according to seniority, where practicable and where consistent with continued-efficient operations.

April 1st each year, the Superintendent will post a notice requesting that all the employees covered by this Agreement submit their request in writing as to the period they would prefer to take their summer vacations. The employee's written request for the said vacation period must be submitted no later than fifteen (15) days after the initial request from the Superintendent. Should the employee fail to submit his request within the fifteen (15) day period allotted, the Superintendent may schedule the employee's vacation at

ARTICLE XXVII
VACATIONS (cont'd)

his discretion. The employee may request his complete earned vacation time; however, the scheduling of the vacations and the length of the vacation to be granted will be dependent upon the available manpower.

5. Any employee of the department, 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, effective thirty (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.

6. Twenty-four (24) hour notice shall be given to the Superintendent by the employee before a vacation day may be granted.

7. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

8. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee. The Employer requires a two (2) week's notice of such request.

ARTICLE XVIII

JURY DUTY

A regular, full-time employee only, who loses time from his job because of Jury Duty as certified by the Court Clerk, shall be paid by the City his daily rate of pay for a maximum of ten (10) work days every two (2) calendar years, subject to the following conditions:

1. When jury service is completed prior to 1:00 p.m., the employee is required to telephone the City office and report to work if requested.
2. Time lost because of jury service will not be considered time worked for purposes of computing overtime.
3. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
4. This section does not apply where an employee voluntarily seeks jury service.
5. No reimbursement of wages will be made for jury service during holidays or vacations.
6. At the City's request, adequate proof must be presented of time served on a jury and the amount received for such service.
7. The employer retains the right to request that the employee be excused from Jury Duty because he is required on the job.

ARTICLE XXIX
FUNERAL LEAVE

1. A regular, full-time employee who is excused from work because of death in his immediate family shall be granted additional sick leave, and be paid his straight-time rate of pay for the regularly scheduled working hours missed during the first seventy-two (72) hours following the death. All such leave benefits will terminate at the end of the day of the Funeral. The employee will be excused when he notifies his supervisor that a death has occurred in his immediate family and that he wishes to be excused. The employee's immediate family is considered to include: spouse, children, brothers, sisters, parents, parents-in-law, brother-in-law, sister-in-law, grandparents and grandchildren of employee or spouse.

No more than eight (8) hours pay per day, or a total of twenty-four (24) hours pay will be allowed under the provisions of this section.

This provision also applies for any other relative who resides with the employee. Special cases may be referred to the Director.

Sick 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 normal sick leave above. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XXX
MILITARY LEAVE

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 re-employed at the rate of pay prevailing for work to which he is assigned at the time of his re-employment, provided, however, he has not been dishonorably discharged, his job or a comparable job is 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 annual active duty training shall receive the difference between base rate for military duty and their regular straight-time rate for such annual active duty training. Proof of required service and of pay received may be requested by the Director.

ARTICLE XXXI
SICK LEAVE

1. Sick leave means the absence of an employee because of illness, exposure to contagious disease, attendance upon a member of his immediate family seriously ill and requiring the care or attendance of such employee.

2. Sick leave shall accrue to full-time employees on the basis of one working day per month during the remainder of the first calendar year of employment after initial employment and fifteen (15) working days in every calendar year thereafter. Sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified no later than 8:00 A.M. of the day to be taken. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year whenever such requirement appears reasonable, unless such illness is of a chronic or recurring nature requiring recurring absence of one day or less in which case only one certificate shall be necessary for a period of six months.

(b) Sick leave may not be used until it has been earned; however, in special cases where an employee's sick leave is exhausted, the employee may apply for additional sick leave with pay as cited in N.J.S.A. 11:24A-4.

(c) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

ARTICLE XXXII
PERSONAL DAY

After one (1) year of service computed from the last date of hire, full-time employees may be granted one (1) personal leave day during each year of this contract for any of the following reasons:

1. Religious observance
2. Death of a blood relative not included in the funeral home section.
3. 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 by the department head of which a record will be made.

Employees will be granted one (1) Personal Leave Day per contract year not accumulative.

Such leave will be granted on a twenty-four (24) hour notice to the Superintendent.

ARTICLE XXXIII
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 the 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 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

ARTICLE XXXIII
INSURANCE (cont'd)

of the State Health Benefits Commission.

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

ARTICLE XXXIV
PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any lawful primary picket line of Union party to this agreement, and including primary picket lines at the Employer's place of business.

ARTICLE XXXV
TRANSFER OF TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

ARTICLE XXXVI
BULLETIN BOARDS

The Employer agrees to give use of the bulletin board, located in the Water Utility Building, 819 East Jersey Street, for the posting of notices relating to official business of the Union. No notice shall be posted until it has been submitted to the Director.

ARTICLE XXXVII
UNIFORMS

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

2 calvary-twill lined finger-tipped length surcoats

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

Safety glasses

Gloves (normal usage 4 prs per year)

Safety Hat

Boots

Rain Suit

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

The employee must not use any uniforms or equipment for any other than City job. On his termination, the employee must return all City-provided equipment. Failure to abide by safety rules and to use safety equipment may result in disciplinary action.

ARTICLE XXXVIII
COMPENSATION CLAIMS

1. The employer agrees to cooperate toward the prompt settlement of employee on-the-job claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

2. In the event that an employee is injured on the job, the Employer shall pay such employee his day's pay for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or call in guarantee on that day. An employee who has returned to his regular duties after sustaining a compensable injury during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time. Upon his return, the employee shall supply the City with a medical certificate establishing his fitness and capability of doing his assigned job.

ARTICLE XXIX
SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities.

ARTICLE XL
SAFETY

The employer shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee, upon discovering an unsafe condition, will immediately tell his 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 finds conditions warrant such determination.

ARTICLE XLI
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 XLII
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 therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XLIII
NO STRIKE-NO LOCK OUT

The Employer agrees that it will not lock out its employees and the Union agrees that it will not sanction a strike, slowdown, or work stoppage during the life of this Agreement.

ARTICLE XLIV
TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 1977 to and including March 31, 1978 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served in writing by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the undersigned parties duly authorized to do so, have executed this Agreement the 14th day of November 1977.

CITY OF ELIZABETH, NEW JERSEY

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

ATTEST:

John J. Dwyer
JOHN J. DWYER, City Clerk

LOCAL 866, AFFILIATED WITH THE I.B.T.

BY: Louis E. DeMatteis

DIVISION OF WATER UTILITY, DEPARTMENT OF PUBLIC WORKS, CITY OF ELIZABETH, N.J.

BY: Frank R. Kennedy
Louis E. DeMatteis

CITY OF ELIZABETH

APPROVED
AS TO FORM
<u>[Signature]</u>
PHYSICAL CONDITIONS
TERMS & CONDITIONS
<u>[Signature]</u>
RECEPTION