

3-1-84 2004

A G R E E M E N T

BETWEEN

Elizabeth City ✓  
CITY OF ELIZABETH, NEW JERSEY

AND

LOCAL 455, ELIZABETH CITY YARD WORKERS

(affiliated with Service Employees  
International Union)

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DATED: X April 1, 1984 to March 31, 1986

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LOCAL 455, ELIZABETH CITY YARD WORKERS

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AGREEMENT entered into this *28<sup>th</sup>* day *December* 1984 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the City, and LOCAL 455, ELIZABETH CITY YARD WORKERS, affiliated with SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I  
RECOGNITION

1. The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all employees of the Department of Public Works serving in the following titles: Laborers, Truck Drivers, Equipment Operators, Guard-Public Property, Mechanic, Mechanics-Hydraulic, Mechanic's Helper, Pumping Station Operator, Pumping Station Repairer, Tree Climber, Maintenance Repairer-Carpenter, Sign Designer, Processor and Letter, Garage Attendants and Motor Broom Drivers, but excluding all Foremen and Supervisors, office and clerical employees.

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

ARTICLE II  
UNION SECURITY (MAINTENANCE OF MEMBERSHIP)

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

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

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

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall be released from all liability to the employee-assignor and to the assignees under such assignments.

If any provision of this Article is invalid under Federal Law, or the laws of the State of New Jersey, said provision shall be modified to comply with the requirements of Federal or State law or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE IIA  
UNION SECURITY

1. Upon the request of the Union, the employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the Union.

3. The amount of said representation fee shall be certified to the employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

4. The Union agrees to indemnify and hold the employer harmless against any liability, cause of action, or claims of loss whatsoever arising as a result of said deductions.

5. The employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2) (c) and (3) (L. 1979, c. 477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making such deductions.

**ARTICLE III**  
**UNION BUSINESS LEAVE**

1. Meetings between representatives of the City and of the Union for the negotiation of terms of the Agreement or the handling of grievances as prescribed herein shall be scheduled by mutual agreement between the Director and/or Business Administrator and the Union representative.

2. Leave of absence with pay to attend and serve as delegates to Union conventions may be granted in writing to not more than three (3) unit employees during a calendar year, with the extent of the leave limited to seven (7) days per year for each delegate. Application for leave shall be made in writing not less than two (2) weeks in advance.

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

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

**ARTICLE IV**  
**BULLETIN BOARDS**

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

ARTICLE V  
GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the Union or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) working days of its occurrence or employee knowledge thereof.

STEP 1. Between the aggrieved employee and his immediate supervisor. If no satisfactory agreement is reached within three (3) working days, then

STEP 2. Between an official of the Union, in conference with the Director or his designee. Should no acceptable agreement be reached within an additional three (3) working days, then

STEP 3. The matter may be referred to arbitration by the City or the Union only.

Either party may notify the other in writing, certified mail, not later than ten (10) calendar days after the Step 2 meeting, of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator, the moving party may request the Federal Mediation and Conciliation Service or the New Jersey State Board of Mediation to designate the arbitrator in accordance with its rules and regulations.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. The administrative cost of the impartial arbitrator shall be borne equally by both parties.



**ARTICLE V**  
**GRIEVANCE PROCEDURE AND ARBITRATION (continued)**

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

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement; (c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate hourly, salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide, any of the following: 1. The elements of a job assignment; 2. The level, title or other designation of an employee's job classification; 3. The right of management to assign or re-assign work; (f) pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

**ARTICLE VI**  
**WORK WEEK**

1. Without guaranteeing any hours of work, it is agreed that the normal work week for unit employees performing Public Works duties shall be forty (40) hours per week.

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

**ARTICLE VII**  
**MANAGEMENT RESPONSIBILITY**

It is recognized that the management of the Public Works, 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 abridged in this Agreement, including but not limited to selection and direction of the force; to hire; to suspend or discharge for just cause; to assign, promote 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. 11:22-10.1 and N.J.A.C. 4:1-16.1 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.

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

**ARTICLE VIII**  
**ACCESS**

A duly authorized representative of the Union, designated in writing, after reporting to the Office of the Director, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation or 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 operation.

ARTICLE IX.  
LONGEVITY

1. All full-time permanent employees in the classified service of Civil Service, and covered by this Agreement, shall be entitled to 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 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 preceding the execution 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 X**  
**SENIORITY**

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

1. discharge
2. resignation
3. absence for five (5) consecutive working days without leave or notice
4. absence for illness or injury for more than one (1) continuous year beyond accumulated sick leave.
5. layoff for longer than six (6) consecutive months.

It is understood and agreed that in all cases of layoff and recalls from layoffs, length of continuous service and ability shall be given due consideration.

Where qualifications, ability, availability and willingness to perform are equal, length of continuous service shall be given due consideration. Failure to return promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director or his designee shall subject the employee to disciplinary action.

**ARTICLE XI  
HOLIDAYS**

1. An employee not required to work shall nevertheless receive wages based upon eight (8) hours straight time hourly rate of pay, for each of the following holidays:

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

provided that he shall have served his probationary period and is on the job and available for work his last full scheduled work day before and his first full scheduled work day after the holiday, even though in different work weeks, except in case of proven illness or injury.

Monday through Friday Shift

2. If any of the above holidays fall on Saturday, the Friday before shall be considered as the holiday.

3. If any of the above holidays fall on Sunday, the Monday following shall be considered as the holiday.

Tuesday through Saturday Shift

4. When any of the above holidays fall on a Saturday, those scheduled to work that day will be off.

5. When any of the above holidays fall on a Sunday, the Saturday before shall be considered as the holiday.

6. When any of the above holidays fall on a Monday, the Tuesday following shall be considered the holiday.

Other Shifts

7. Those working on other shifts will be treated accordingly.

8. If any of the above holidays falls within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

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

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

**ARTICLE XII**  
**PERSONAL DAY**

After one (1) year of service computed from the 1st day 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 employee states the specific reason for the request and such is approved in writing by the department head.

This day shall not be accumulated.



ARTICLE XIII  
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	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 year		26 working days

2. 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.

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

4. 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.

5. The vacation period shall be the calendar year from the 1st day of January to the 31st day of December.

**ARTICLE XIV**  
**OVERTIME AND CALL BACK**

1. When an employee works continuously in excess of eight (8) hours in the work day, or more than forty (40) hours in the work week, he shall be paid at the rate of one and one-half times his base hourly pay for such hours worked.

2. If an employee completes his regular assignment, leaves the premises, and is called back to work, he shall be guaranteed not less than four (4) hours work or four (4) hours pay at straight time base rate. 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 base hourly rate.

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 base hourly 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 base hourly pay for all hours worked.

5. Lists containing names of all employees shall be maintained in the event that any condition arises which, in the judgment of Superintendent, Guard-Public Property, or the Foreman requires immediate attention, such as but not limited to snow emergency, or hazardous road condition.

**ARTICLE XV**  
**CLOTHING ALLOWANCE**

Employees covered by this agreement will receive \$200.00 for clothing allowance for the year, 1984, and \$200.00 for clothing allowance for the year, 1985.

Payment will be paid the second pay period of April, 1984 and April, 1985.

ARTICLE XVI  
LEAVE WITHOUT PAY

Any covered employee desiring leave without pay for personal reasons, up to a maximum of ninety (90) days shall make a request in writing to the Director not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

Leaves may be granted or denied at the discretion of the Director. Not more than two (2) employees of the department may be on such leave at any one time, except at the discretion of the Director. Extension of such leaves may be granted providing that at least two (2) weeks prior to the date on which the initial and subsequent leave would terminate the employee requests said extension of the Director. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

**ARTICLE XVII**  
**DISCIPLINE AND DISCHARGE**

In the event that a discharged employee feels that he has been dealt with unjustly, said employee, or the Union, with permission of the employee, shall have the right to a Hearing pursuant to applicable Civil Service Law and Regulations.

**ARTICLE XVIII**  
**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:

- (a) applies to all eligible present and future pensioners of the employer and their dependents.
- (b) continues 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) provides 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) requires 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,

ARTICLE XVIII (continued)  
INSURANCE

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 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. All employees covered by this Agreement and eligible members of their families will be covered by a dental plan. The premiums will be paid by the City.

**ARTICLE XIX**  
**UNION PRIVILEGES**

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



**ARTICLE XX**  
**RULES AND REGULATIONS**

The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished the Association.

It is understood that employees shall comply with all rules and regulations made by the City from time to time. Employees shall promptly and efficiently execute the instructions and orders of the Directors 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 V of this contract.

In the event that an employee or employees 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, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE XXI  
SICK LEAVE

Sick leave shall be as provided in Civil Service Statutes,  
Rules and Regulations.

ARTICLE XXII  
MILITARY LEAVE

Military leave shall be as provided in accordance with applicable Federal and State Statutes and regulations.

ARTICLE XXIII  
FUNERAL LEAVE

A regular, full-time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section.. Immediate family is defined to mean parents, children, spouse, brother or sister, sister-in-law, brother-in-law, father-in-law and mother-in-law, as well as grandmother or grandfather or grandchildren of employee or spouse. This provision also applies for any other relative who resides with the employee.

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

Special cases will be referred to the director.

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 not be accumulated. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XXIII-A  
JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify his 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 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 is required on the job.

ARTICLE XXIV  
MANPOWER

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

ARTICLE XXV  
BAN ON STRIKES

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

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

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

ARTICLE XXVI  
WAGES

Effective April 1, 1984, regular, full-time employees covered by this Agreement shall receive an across-the-board increase in the respective ranges:

1-40	\$800.00
2-40	775.00
5-40	725.00
7-40	700.00
9-40	650.00
10-40	650.00
11-40	650.00
12-40	625.00

Effective April 1, 1985, regular, full-time employees covered by this Agreement shall receive an across-the-board increase in the respective ranges:

1-40	\$400.00
2-40	400.00
5-40	400.00
7-40	400.00
9-40	350.00
10-40	350.00
11-40	350.00
12-40	325.00

Effective October 1, 1985, regular, full-time employees covered by this Agreement shall receive an across-the-board increase in the respective ranges:

1-40	\$400.00
2-40	375.00
5-40	325.00
7-40	300.00
9-40	300.00
10-40	300.00
11-40	300.00
12-40	300.00

In addition, those covered employees eligible within the terms of the City's salary schedule, shall receive one (1) increment effective January 1, 1985 and one (1) increment effective January 1, 1986. However, no employee will be paid a salary rate above the maximum of the range for his title.



APPENDIX "A"  
April 1, 1984  
CITY YARD RANK & FILE

TITLE	T/O	RANGE	MINIMUM	MAXIMUM	INC	STEPS
Blacksmith	1	1-40	16,870	18,370	300	5
Carpenter	2	1-40	16,870	18,370	300	5
Construction Inspector	1	7-40	14,300	15,800	300	5
Equipment Operator	11	5-40	14,975	16,475	300	5
Garage Attendant	2	10-40	13,100	14,600	300	5
Guard-Public Property	7	12-40	12,525	14,025	300	5
Laborer	112	12-40	12,525	14,025	300	5
Maintenance Repairer Carpenter	1	11-40	12,800	14,300	300	5
Mason	2	1-40	16,870	18,370	300	5
Mechanic	6	2-40	16,225	17,725	300	5
Mechanic, Hydraulic	5	1-40	16,870	18,370	300	5
Mechanic's Helper	4	12-40	12,525	14,025	300	5
Motor Broom Driver (effective 11-1-84)	4	5-40	14,975	16,475	300	5
Principal Clerk & Radio Dispatcher	1	9-40	13,400	14,900	300	5
Pumping Station Operator	5	12-40	12,525	14,025	300	5
Pumping Station Repairer	1	10-40	13,100	14,600	300	5
Sign Designer Processor & Letterer	1	5-40	14,975	16,475	300	5
Traffic Maintenance Worker	4	7-40	14,300	15,800	300	5
Tree Climber	3	7-40	14,300	15,800	300	5
Truck Driver	28	7-40	14,300	15,800	300	5

## APPENDIX "A"

April 1, 1985  
CITY YARD RANK & FILE

TITLE	T/O	RANGE	MINIMUM	MAXIMUM	INC	STEPS
Blacksmith	1	1-40	17,270	18,770	300	5
Carpenter	2	1-40	17,270	18,770	300	5
Construction Inspector	1	7-40	14,700	16,200	300	5
Equipment Operator	7	5-40	15,375	16,875	300	5
Garage Attendant	2	10-40	13,450	14,950	300	5
Guard-Public Property	7	12-40	12,850	14,350	300	5
Laborer	112	12-40	12,850	14,350	300	5
Maintenance Repairer, Carpenter	1	11-40	13,150	14,650	300	5
Mason	2	1-40	17,270	18,770	300	5
Mechanic	6	2-40	16,625	18,125	300	5
Mechanic, Hydraulic	5	1-40	17,270	18,770	300	5
Mechanic's Helper	4	12-40	12,850	14,350	300	5
Motor Broom Driver	4	5-40	15,375	16,875	300	5
Principal Clerk & Radio Dispatcher	1	9-40	13,750	15,250	300	5
Pump Station Operator	5	12-40	12,850	14,350	300	5
Pump Station Repairer	2	10-40	13,450	14,950	300	5
Sign Designer, Processor and Letterer	1	5-40	15,375	16,875	300	5
Traffic Maintenance Worker	4	7-40	14,700	16,200	300	5
Tree Climber	3	7-40	14,700	16,200	300	5
Truck Driver	28	7-40	14,700	16,200	300	5

APPENDIX "A"  
OCTOBER 1, 1985  
CITY YARD RANK & FILE

TITLE	T/O	RANGE	MINIMUM	MAXIMUM	INC	STEPS
Blacksmith	1	1-40	17,670	19,170	300	5
Carpenter	2	1-40	17,670	19,170	300	5
Construction Inspector	1	7-40	15,000	16,500	300	5
Equipment Operator	7	5-40	15,700	17,200	300	5
Garage Attendant	2	10-40	13,750	15,250	300	5
Guard-Public Property	7	12-40	13,150	14,650	300	5
Laborer	112	12-40	13,150	14,650	300	5
Maintenance Repairer Carpenter	1	11-40	13,450	14,950	300	5
Mason	2	1-40	17,670	19,170	300	5
Mechanic	6	2-40	17,000	18,500	300	5
Mechanic, Hydraulic	5	1-40	17,670	19,170	300	5
Mechanic's Helper	4	12-40	13,150	14,650	300	5
Motor Broom Driver	4	5-40	15,700	17,200	300	5
Principal Clerk & Radio Dispatcher	1	9-40	14,050	15,550	300	5
Pump Station Operator	5	12-40	13,150	14,650	300	5
Pump Station Repairer	2	10-40	13,750	15,250	300	5
Sign Designer, Processor & Letter	1	5-40	15,700	17,200	300	5
Traffic Maintenance Worker	4	7-40	15,000	16,500	300	5
Tree Climber	3	7-40	15,000	16,500	300	5
Truck Driver	28	7-40	15,000	16,500	300	5

**ARTICLE XXVII**  
**RATES FOR ACTING IN HIGHER TITLES**

Laborers assigned as Truck Drivers on an acting basis shall be paid a differential of \$2.00 per day, regardless of his base salary as a Laborer.

Employees of this bargaining unit who serve temporarily in higher titles, other than Truck Driver, will receive the increment assigned the higher title prorated for the number of days they serve. However, should the addition of one increment for the higher rated position increase the employee's base salary above the maximum salary allowed said position, he will not receive a full increment but be placed at maximum for that position. There shall be no longevity payments made on the moneys paid for acting in higher titles. Payment of longevity shall be made on the employee's base salary in his permanent title.

Laborers given special assignments shall receive \$1.50 per day in addition to their regular day.

ARTICLE XXVIII  
APPROPRIATION OF FUNDS

All wages and other financial benefits accruing the 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 XXIX  
EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the Union or any individual employee covered by this Agreement is hereby superseded.

**ARTICLE XXX**  
**TERM OF AGREEMENT**

1. This Agreement shall be in full force and effect from April 1, 1984 through and including the 31st day of March, 1986. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered mail, in which event, the Agreement shall terminate five (5) days following receipt of such notice.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 28<sup>th</sup> day of December 1984.

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

BY: [Signature]  
[Signature] TRUSTEE - LOCAL 455  
[Signature] ACTING PRESIDENT  
[Signature] Sec'y - Treas.

CITY OF ELIZABETH, NEW JERSEY

By: [Signature]  
THOMAS G. DUNN, Mayor

ATTEST:

[Signature]  
JOHN J. DWYER  
City Clerk

CITY OF ELIZABETH

APPROVED
AS TO FORM
PHYSICAL
CONDITIONS
TERMS & CONDITIONS
AGREEMENT