

**AGREEMENT**  
**BETWEEN**  
**CITY OF ELIZABETH, NEW JERSEY**  
**AND**  
**CITY YARD SUPERVISORS ASSOCIATION**

**JULY 1, 2009 THROUGH JUNE 30, 2013**

*Prepared By:*  
Genova, Burns & Giantomasi  
494 Broad Street  
Newark, NJ 07102  
*Special Labor Counsel*  
*City of Elizabeth*

TABLE OF CONTENTS

ARTICLE I .....	2
RECOGNITION .....	2
ARTICLE II .....	3
ASSOCIATION BUSINESS LEAVE .....	3
ARTICLE III .....	4
GRIEVANCE PROCEDURE AND ARBITRATION .....	4
ARTICLE IV .....	7
BULLETIN BOARD .....	7
ARTICLE V .....	8
WORK WEEK .....	8
ARTICLE VI .....	9
MANAGEMENT RESPONSIBILITY .....	9
ARTICLE VII .....	10
ACCESS .....	10
ARTICLE VIII .....	11
LONGEVITY .....	11
ARTICLE IX .....	12
SENIORITY .....	12
ARTICLE X .....	13
HOLIDAYS .....	13
ARTICLE XI .....	14
PERSONAL DAY .....	14

ARTICLE XII.....	15
VACATIONS.....	15
ARTICLE XIII.....	17
LEAVE WITHOUT PAY.....	17
ARTICLE XIV.....	18
OVERTIME AND CALL BACK.....	18
ARTICLE XV.....	19
DISCIPLINE AND DISCHARGE.....	19
ARTICLE XVI.....	20
INSURANCE.....	20
ARTICLE XVII.....	23
ASSOCIATION PRIVILEGES.....	23
ARTICLE XVIII.....	24
RULES AND REGULATIONS.....	24
ARTICLE XIX.....	25
SICK LEAVE.....	25
ARTICLE XX.....	27
MILITARY LEAVE.....	27
ARTICLE XXI.....	28
FUNERAL LEAVE.....	28
ARTICLE XXII.....	29
BAN ON STRIKES.....	29

ARTICLE XXIII.....	30
DISCRIMINATION AGAINST ASSOCIATION MEMBERS.....	30
ARTICLE XXIV.....	31
SAVINGS CLAUSE.....	31
ARTICLE XXV.....	32
WAGES.....	32
ARTICLE XXVI.....	33
EDUCATION.....	33
ARTICLE XXVII.....	34
CLOTHING ALLOWANCE.....	34
ARTICLE XXVIII.....	35
JURY DUTY.....	35
ARTICLE XXIX.....	36
RESIDENCY REQUIREMENT.....	36
ARTICLE XXX.....	37
APPROPRIATION OF FUNDS.....	37
ARTICLE XXXI.....	38
EMBODIMENT OF AGREEMENT.....	38
ARTICLE XXXII.....	39
TERM OF AGREEMENT.....	39

AGREEMENT ENTERED into this 9<sup>th</sup> day of June, 2010 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" and the CITY YARD SUPERVISORS ASSOCIATION, hereinafter referred to as the "Association" is designed to promote a harmonious relationship between the City, the Association and such of the City's employees as are represented by the Association.

**ARTICLE I**

**RECOGNITION**

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

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

**ARTICLE II**

**ASSOCIATION BUSINESS LEAVE**

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

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

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

**ARTICLE III**

**GRIEVANCE PROCEDURE AND ARBITRATION**

1. Any grievance or dispute that may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be initiated in the following manner within twenty (20) working days after the aggrieved employee knew or reasonably should have discovered its occurrence, or such grievance shall be deemed abandoned with all loss of retroactivity.

Step 1: The grievance shall be discussed at a time and place mutually agreed upon by both parties with the employee involved and a Union representative together with the supervisor designated by the City. If no answer is given with five (5) working days by the supervisor, the grievance shall be deemed to have been denied, and the Union may proceed to Step 2.

Step 2: If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union, setting forth a statement of the grievance and submitted within five (5) working days after the answer and/or denial in Step 1 to the Director or any person designated by him/her. A meeting will be held within five (5) days of the submission. The answer to such grievance shall be made in writing, with a copy to the Union, within five (5) working days of the meeting. If no answer is given within five (5) working days by the Director, the grievance shall be deemed to have been denied and the Union may proceed to Step 3.

Step 3: If the grievance is not settled at Steps 1 and 2, then the Union shall have the right to submit such grievance to the Business Administrator within five (5) working days after the answer and/or denial in Step 2. A meeting will be held within five (5) days of the submission. A written answer to said grievance shall be served



upon the individual and the Union within seven (7) working days after the meeting. If no answer is given within seven (7) working days by the Business Administrator, the grievance shall be deemed to have been denied at Step 3. Grievances involving minor discipline may be processed directly to Step 3 of the grievance procedure within five (5) working days from the date of Notice of Minor Discipline.

Step 4: If the grievance is not settled through Steps 1, 2 and 3, and the grievance does not involve a matter appealable to the New Jersey Department of Personnel/Merit System Board, then the Union shall have the right to request binding arbitration of the grievance within twenty (20) working days after the answer or denial at Step 3. If the parties are unable to agree upon an arbitrator, an arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

Grievances involving minor discipline may be submitted to binding arbitration to the extent permitted by law. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties and upon the grievant. The arbitrator shall have no authority to add to, subtract from or modify the language of this Agreement in any way. The cost of arbitration shall be borne by the City and the Union equally. The Business Administrator shall be given written notice on the same date the Union files for arbitration.

Any appeal from the final decision of a Step 3 grievance with respect to a major disciplinary or discharge action shall be made to the New Jersey Department of Personnel/Merit System Board in accordance with its procedures, rules and

regulations, and there shall be no right to arbitration of any grievances pertaining to major discipline or discharge.

2. Any disposition of a grievance as herein defined which is accepted by the Union, or from which no appeal is taken within the time periods set forth in this grievance procedure, shall be final and conclusive and binding upon the employee, the Union and the City. If the City fails to respond to a grievance within the time limits provided, the Union may process the grievance to the next step.

3. If any grievance or dispute involving the construction of statutes, either party may proceed in court for a judicial determination of such statutory construction and shall not submit the same to arbitration.

4. The time limits provided for herein may be extended by mutual agreement of the parties which must be in writing.

**ARTICLE IV**

**BULLETIN BOARD**

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

**ARTICLE V**

**WORK WEEK**

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

## ARTICLE VI

### MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the City Hall, the control of its properties and the maintenance of order and efficiency are sole responsibilities of the City. Accordingly the City retains the following rights, except as they may be abridged in the Agreement, including, but not limited to selection and direction of the force; to hire, to suspend or discharge for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11A:8-1 and N.J.A.C. 4A:8-1.1 et seq. or for other legitimate reasons, not inconsistent with the terms and provisions of this Agreement; to decide on the number and location of facilities, to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others by contract or otherwise; provided present employees employed at the time of the purchase of services of others shall not be displaced by said purchase, providing said employees are willing, capable and able to perform said functions.

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

**ARTICLE VII**

**ACCESS**

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

**ARTICLE VIII**

**LONGEVITY**

1. All Full-Time, permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows: if the employee's anniversary date falls between January 1 and June 30, he/she shall be entitled to adjusted longevity, pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity, pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary. Employees hired on or after July 1, 2001, shall not be entitled to longevity pay.

2. The scale of longevity shall be as follows:

4th year of employment to completion of 7th year	2%
8th year of employment to completion of 11th year	4%
12th year of employment to completion of 15th year	6%
16th year of employment to completion of 19th year	8%
20th year of employment to completion of 24 <sup>th</sup> year	10%
25 <sup>th</sup> year of employment and over	12%

**ARTICLE IX**

**SENIORITY**

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

- a. Discharge
- b. Resignation
- c. Absence for five (5) consecutive working days without leave or notice
- d. Absence for illness, injury or leave without pay for more than one (1) continuous year.

2. Nothing in this paragraph shall restrict the powers of the employer or the rights of the employee as set forth in Department of Personnel statutes, rules and regulations.



**ARTICLE X**

**HOLIDAYS**

1. An employee not required to work shall receive time off with straight time pay for each of the following holidays:

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

Floating holiday to be determined annually by the Business Administrator

2. If any of the holidays fall on Saturday, the previous Friday shall be considered as the holiday, if it is generally observed as such in the community.

3. If any of the above holidays fall on Sunday, Monday shall be considered the holiday, if it is generally observed as such in the community.

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

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

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

## ARTICLE XI

### PERSONAL DAY

1. After one (1) year of service computed from the last date of hire, full-time employees shall be granted two (2) Personal Leave Days during each year of this Contract for any of the following reasons:

- a. Religious observance.
- b. Death of a blood relative not included in the Funeral Leave section.
- c. Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this Agreement, provided the employee states the specific reason for the request and such is approved in writing by the department head.

2. This day shall not be accumulated or cashed out.

3. Effective January 1, 2002, full-time employees shall be granted up to three (3) Personal Leave Days during each year of this Agreement after one (1) year of service computed from the last date of hire, for use for any of the reasons listed in Section 1 above. These Personal Leave Days shall not be accumulated or cashed out.

**ARTICLE XII**

**VACATIONS**

1. The employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule;

1st year – one working day per month

(1st three months earned but cannot spend)

BEGINNING	END	
2nd year	5th year	13 working days
6th year	10th year	15 working days
11th year	15th year	18 working days
16th year	20th year	20 working days
21st year	25th year	23 working days
after 25 years		26 working days

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

3. When any vacation or part of it cannot be taken in the calendar year when earned because of the work load in a department, the same can be taken in the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the second year.

4. The vacation period shall be the calendar year from the 1st day of January to the 31st day of December. Vacations shall be scheduled by the Director, giving preference to employee choice according to seniority, where practicable and where consistent with continued, efficient operation.

5. Any employee covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken prior to the date of

retirement. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her widow(er) or his/her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

6. Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days of vacation for that anniversary year only.

7. Vacation days may be taken individually if submitted for approval to the Director of Public Works, or his designee, one week in advance.

8. If a conflict arises concerning the number of workers requesting a vacation period within a specific department, seniority shall be the prevailing factor.

**ARTICLE XIII**

**LEAVE WITHOUT PAY**

1. The appointing authority may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months at a time.

2. Such leave of absence may be renewed for an additional period not to exceed six (6) months only by formal action of the appointing authority with the approval of the governing body. No further renewal may be granted except upon the approval by the Department of Personnel for reasons as established by Department of Personnel.

3. Request for such leave shall be in writing to the appointing authority not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

## ARTICLE XIV

### OVERTIME AND CALL BACK

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

2. If an employee completes his/her regular assignments, leaves the premises, and is called back to work, he/she shall be guaranteed not less than four (4) hours work. All call-back time shall be paid at one and one-half times his/her regular rate of pay, subject to the provision of Section 1, above.

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

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

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

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

**ARTICLE XV**

**DISCIPLINE AND DISCHARGE**

1. It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any supervisor, regardless of his/her seniority, for just cause. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City-owned property, gross insubordination, gross negligence in the performance of duties and incompetence.

2. In the event that a discharged supervisor feels that he/she has been unjustly dealt with, said supervisor or the Association, with permission of the supervisor, shall have the right to file a complaint, in accordance with applicable Department of Personnel Rules and Regulations.

## ARTICLE XVI

### INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

(a) apply to all eligible present and future, pensioners of the employer and their dependents;

(b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with provisions of Chapter 75, Public Laws of 1972;

(c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75 Public Laws of 1972;

(d) require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the



employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired 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. Effective January 1, 2002, the co-payment will be increased to \$3.00 for each prescription; effective January 1, 2004, the co-payment will be increased to \$5.00 for each prescription. Effective March 1, 2006, the prescription drug plan shall be as follows: (i) Retail (Participating Pharmacies up to 30 day supply) – generic mandated unless there is no generic equivalent with generic co-pay of \$5.00 and brand name co-pay of \$5.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay; (ii) Mail order (Up to a 90-day supply) – mail order co-pay generic \$0.00, brand name \$ 0.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay. A doctor's certification must be prepared stating the generic is not acceptable. In the event that a brand name is specifically prescribed, the co-pay shall be at the generic co-pay rate.

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.

7. All eligible employees covered by the Agreement and eligible members of their families will be covered by a vision plan, as selected by the City and provided that all appropriate eligibility requirements are met.

8. In the event that there are legislative changes covering health benefits during the contract period for which the City may give notice of re-opener for health benefits, then the Union shall have the right to re-open the salary increases (percentages) for the remaining years of the contract.

**ARTICLE XVII**

**ASSOCIATION PRIVILEGES**

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

## ARTICLE XVIII

### RULES AND REGULATIONS

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

2. It is understood that employees shall comply with all rules and regulations made by the City from time to time. Employees shall promptly and efficiently execute the instruction and orders of the Director and supervisors. If an employee or employees believes a rule, regulation, instruction or order of an officer or other supervisor is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article III of this contract.

3. In the event that an employee or employee shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other supervisor, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees.

## ARTICLE XIX

### SICK LEAVE

Sick leave shall be as provided in the New Jersey Department of Personnel's Statutes, Rules and Regulations.

#### Attendance Incentive

Effective January 1, 2010, any City Yard Supervisors Association member who does not use a sick day for an entire calendar year will be given one-time payment of \$500 the February of the following calendar year. The first possible payment under this incentive will be February 2011.

#### Donated Sick Leave

Employees are eligible to participate in the City's Donated Sick and Vacation Leave Program, in order to donate earned sick and/or vacation time to another City of Elizabeth employee who is suffering from a catastrophic health condition or injury which compels his/her prolonged absence from work. Details about the program are available from the Personnel Division or the Department Head.

#### Sick Leave Buy-Out

Effective July 1, 1997, an employee who retires or is laid off from employment with the City shall be reimbursed for accumulated unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum payment of ten thousand (\$10,000) dollars. Payment shall be made within six (6) months of the effective separation date. For employees who are laid off, there is no length of service requirements. All employees must have at least thirty (30) accumulated sick days to be eligible for reimbursement.

Effective July 1, 1997, in the event of an employee's death while actively employed, the employee's estate shall be reimbursed for accumulated unused sick time at the rate of fifty (50%)

percent of the employee's daily rate of pay to a maximum payment of ten thousand (\$10,000) dollars. Payment shall be made within six (6) months of the employee's death.

**ARTICLE XX**

**MILITARY LEAVE**

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

## ARTICLE XXI

### FUNERAL LEAVE

1. Leave with pay, not to exceed five (5) days, shall be granted to an employee in the event of the death of the employee's current spouse, children, step or foster children, brothers, sisters, parents of an employee, and any dependents other than those previously identified residing in the employee's household. For purposes of this provision, a "dependent" is any individual whom the employee may claim as a dependent for federal income tax purposes.

2. Leave with pay, not to exceed three (3) days, shall be granted to an employee in the event of the death of the employee's current parents-in-law, current brothers-in-law, current sisters-in-law, current sons-in-law and current daughters-in-law, or grandparents and grandchildren of employee or current spouse.

3. One (1) working day of Funeral Leave shall be allowed in the event of the death of a blood-related aunt or uncle.

4. Special cases shall be referred to the director.

5. Funeral leave with pay as provided for in this section is intended to be used for the purpose of handling the 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 allowances (as provide in this section) will not be allowed.



## ARTICLE XXII

### BAN ON STRIKES

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

2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that they will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, or mass resignations, mass absenteeisms or other similar performance.

3. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slow down or other interference.

**ARTICLE XXIII**

**DISCRIMINATION AGAINST ASSOCIATION MEMBERS**

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

**ARTICLE XXIV**

**SAVINGS CLAUSE**

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

**ARTICLE XXV**

**WAGES**

1. All regular, full time employees covered by this Agreement shall receive an across-the-board increase in their respective ranges as follows:

0% effective July 1, 2009

2.00% effective July 1, 2010

3.00% effective July 1, 2011

3.00% effective July 1, 2012

2. The maximum step for each title on the salary guide will be increased \$500 effective July 1, 2009. The increase of the maximum step for each title on the salary guide, however, will not increase the individual salary of any unit member who will receive a 0% increase effective July 1, 2009.

**ARTICLE XXVI**

**EDUCATION**

1. A. Employees enrolled for an associate's or a bachelor's degree program as a matriculated student in a government/employment related discipline shall be reimbursed as set forth below for the cost of tuition or part thereof at the State College rate when approved in advance, in writing by the Business Administrator. Such approval will not be unreasonably withheld.

B. Reimbursement will be as follows:

- (a) any grade of B or better - 100% of State College rate.
- (b) A grade of C - 75% of State College rate.
- (c) A grade less than a C - 0%

2. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

**ARTICLE XXVII**

**CLOTHING ALLOWANCE**

1. Employees covered by this Agreement will receive \$125.00 as a steel-toe shoe allowance in each year of the contract.

2. Employees covered by this Agreement will receive \$400.00 uniform allowance in each year of the contract.

## ARTICLE XXVIII

### JURY DUTY

1. An employee who is called to Jury Duty shall immediately notify his/her supervisor.
2. An employee who is excused from Jury Duty service on any day shall report for work on such day.
3. An employee shall not be required to report back for work on any day he/she is in attendance at Court for Jury Duty service, regardless of the employee's shift.
4. The employer retains the right to request that the employee be excused from Jury Duty because he/she is required on the job.

**ARTICLE XXIX**

**RESIDENCY REQUIREMENT**

The residency requirement will be waived for City Yard Supervisors Association members after fifteen (15) years of permanent employment with the City. The City will take the necessary steps to effectuate this change.



**ARTICLE XXX**

**APPROPRIATION OF FUNDS**

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

**ARTICLE XXXI**

**EMBODIMENT OF AGREEMENT**

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

**ARTICLE XXXII**


**TERM OF AGREEMENT**

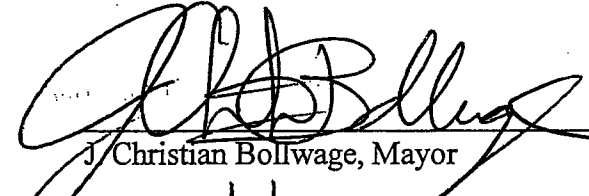
1. This Agreement shall be in full force and effect from July 1, 2009 through and including the 30th day of June, 2013. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, he/she must notify the party in writing not less than sixty (60) days prior to such expiration date.

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

ATTEST:

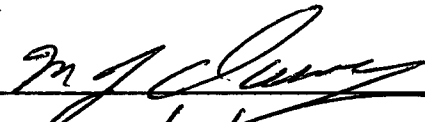
CITY OF ELIZABETH, NEW JERSEY

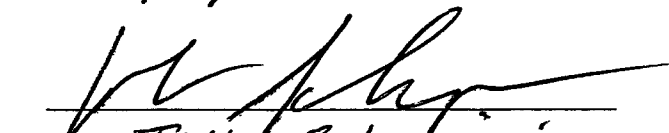
  
\_\_\_\_\_  
City Clerk  
Date: 6/17/2010

  
\_\_\_\_\_  
Christian Bollwage, Mayor  
Date: 6/9/2010

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

CITY YARD SUPERVISOR ASSOCIATION

  
\_\_\_\_\_  
Date: 6/9/10 Michael J. Donnelly

  
\_\_\_\_\_  
Date: 6/9/10 JOHN Schipani

**CITY YARD SUPERVISORS**  
4 year contract 7-01-2009 through 6-30-2013

TITLE	I/O	RANGE	STEPS	INCREMENT	MAXIMUM STEPS	MAXIMUM INCREMENT (450x800)	2008 previous base	7-01-2009 (0% Inc)	7-01-2010 (2.0% Inc)	7-01-2011 (2.0% Inc)	7-01-2012 (3.0% Inc)
								Minimum	Maximum	Minimum	Maximum
ASSISTANT PUBLIC WORKS SUPERINTENDENT	2	01-40BS	4	450	1	950	72,108	71,310	74,060	72,791	75,641
PUBLIC WORKS SUPERINTENDENT	1	01-40AS	4	450	1	950	78,937	78,278	81,028	79,867	82,647
SUPERVISING CARPENTER	1	01-40DS	4	450	1	950	59,475	58,425	61,175	59,849	62,399
SUPERVISOR STREETS	8	02-40S	4	450	1	950	56,991	55,991	58,841	57,084	59,814
SUPERVISOR STREETS (psw)	1	01-40DS	4	450	1	950	59,475	58,425	61,175	59,849	62,399
SUPERVISOR TRAFFIC MAINTENANCE	1	02-40S	4	450	1	950	59,475	58,425	61,175	59,849	62,399
SUPERVISOR TREES	1	02-40S	4	450	1	950	56,991	55,991	58,841	57,084	59,814
TREE SUPERINTENDENT	1	01-40BS	4	450	1	950	64,930	63,989	66,739	65,324	68,074
								69,868	72,608	72,791	75,641
								78,867	79,437	79,867	82,376
								67,225	69,975	69,849	72,608
								54,741	57,491	57,084	61,521
								67,225	69,975	69,849	72,608
								57,225	59,975	59,849	61,521
								54,741	57,491	57,084	61,521
								62,880	65,430	65,324	68,074