

AGREEMENT

BETWEEN

CITY OF ELIZABETH, NEW JERSEY

AND

LOCAL 74, ELIZABETH CITY YARD WORKERS

JULY 1, 2005 THROUGH JUNE 30, 2009

Prepared By:
Genova, Burns & Vernoia
354 Eisenhower Parkway
Eisenhower Plaza II
Livingston, NJ 07039
Special Labor Counsel
City of Elizabeth

TABLE OF CONTENTS

ARTICLE I	2
RECOGNITION.....	2
ARTICLE II	3
UNION SECURITY	3
ARTICLE III.....	6
UNION BUSINESS LEAVE	6
ARTICLE IV	7
BULLETIN BOARDS	7
ARTICLE V.....	8
GRIEVANCE PROCEDURE AND ARBITRATION.....	8
ARTICLE VI	11
WORK WEEK	11
ARTICLE VII.....	12
MANAGEMENT RESPONSIBILITY	12
ARTICLE VIII.....	13
ACCESS	13
ARTICLE IX	14
LONGEVITY	14
ARTICLE X.....	15
SENIORITY	15
ARTICLE XI	17
HOLIDAYS.....	17
ARTICLE XII.....	19
PERSONAL DAYS.....	19
ARTICLE XIII.....	20
VACATIONS	20
ARTICLE XIV.....	21
OVERTIME AND CALL BACK	21
ARTICLE XV	23
UNIFORMS.....	23

ARTICLE XVI.....	25
LEAVE WITHOUT PAY	25
ARTICLE XVII	26
DISCIPLINE AND DISCHARGE.....	26
ARTICLE XVIII.....	27
INSURANCE	27
ARTICLE XIX.....	30
UNION PRIVILEGES	30
ARTICLE XX.....	31
RULES AND REGULATIONS	31
ARTICLE XXI.....	32
SICK LEAVE.....	32
ARTICLE XXII	33
MILITARY LEAVE.....	33
ARTICLE XXIII.....	34
FUNERAL LEAVE.....	34
ARTICLE XXIV.....	35
EDUCATION.....	35
ARTICLE XXV	36
JURY DUTY	36
ARTICLE XXVI.....	37
MANPOWER.....	37
ARTICLE XXVII	38
BAN ON STRIKES.....	38
ARTICLE XXVIII.....	39
WAGES	39
ARTICLE XXIX.....	40
RATES FOR ACTING IN HIGHER TITLES	40
ARTICLE XXX.....	41
APPROPRIATION OF FUNDS	41
ARTICLE XXXI.....	42
EMBODIMENT OF AGREEMENT	42
ARTICLE XXXII	43

POSTING OF JOB VACANCIES	43
ARTICLE XXXIII	44
LABOR-MANAGEMENT COMMITTEE.....	44
ARTICLE XXXIV	45
SAFETY	45
ARTICLE XXXV	46
TERM OF AGREEMENT	46

AGREEMENT entered into this _____ day of _____, 2006

by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the City,
and LOCAL 74, 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: Blacksmith; Carpenter; Construction Inspector; Equipment Operator; Garage Attendant; Laborer; Maintenance Repairer (Carpenter); Mason; Sr. Mechanic; Mechanic; Mechanic Hydraulic; Mechanic's Helper; Motor Broom Driver; Pumping Station Operator; Pumping Station Repairer; Security Guard; Sign Designer, Processor & Letterer; Traffic Maintenance Worker; Tree Climber; Truck Driver; and Welder; 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 above-defined negotiating unit.

ARTICLE II

UNION SECURITY

DUES

1. 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 and/or as provided by applicable statute.
2. 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.
3. 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 monies whatever under such assignments.
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 be released from all liability to the employee-assignor and to the assignees under such assignments.
5. 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 renegotiated for the purpose of adequate replacement.
6. The Initiation Fee for Union Membership for new employees shall be in

accordance with the rules and regulations of the Union Constitution.

\$200.00 for full-time employees and \$100.00 for part-time employees.

REPRESENTATION FEES

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.

COMMITTEE ON POLITICAL EDUCATION (COPE)

The employer shall check off contributions to S.E.I.U. Committee on Political Education (COPE), as billed by Local 74 from the pay of each employee for whom it receives a separate authorization. Said contributions are subject to immediate revocation by the employee(s) who executed the authorization(s).

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, conference, seminars, and Union functions, 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.

ARTICLE IV

BULLETIN BOARDS

The Union shall have the use of a bulletin board in the City Yard 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

1. 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/her immediate supervisor. If no satisfactory agreement is reached with three (3) working days, then

STEP 2. If the grievance is not settled at step 1 the Union may not later than fifteen working days after the immediate supervisor's decision in step 1 present the grievance to the superintendent. The grievance must be submitted in writing on a form mutually acceptable to the parties. The superintendent shall give his answer in writing within five working days after the written grievance is presented. The response of the superintendent in this step 2 and step 3 shall state the reason for the decision. If the superintendent does not provide a written answer within five working days after the written grievance is presented, the Union may treat such failure as a denial and proceed to step 3.

STEP 3. If the grievance is not settled at step 2, the Union may not later than fifteen working days after receipt of the superintendent's answer refer the grievance for review by the Director of Public Works or someone designated by him, the director or his designee and the Union will arrange a mutually agreeable date and time to meet and discuss the grievance. Each party may produce witnesses and other evidence. The director shall provide his answer in writing within ten working days following conclusion of the meeting. If an answer is not received within ten working

days, the Union may treat such failure as a denial and proceed to arbitration to facilitate such discussions. The parties may mutually agree in writing to extend the time limits herein.

2. Either party may notify the other in writing, by certified mail, not later than ten (10) calendar days after the Step 3 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.

3. 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,

4. 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.

5. 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 his/her 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. All unit employees shall be guaranteed 40 hours of pay per week. No non-bargaining unit employee may perform bargaining unit work unless all current employees are scheduled to work 40 hours per week. No non-bargaining unit employees may be utilized if such results in a diminution of bargaining unit overtime or regular work. Overtime shall be distributed on an equal basis among those qualified to perform the work.

2. Work schedules shall be at the discretion of Director of Public Works with a seven day notice given to Union and employees of any pending changes.

ARTICLE VII

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Public Works, 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 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 A: 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.

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

3. In the exercise of its management functions, the employer shall observe the provisions of this agreement. Nor shall the Employer discriminate against any employee or applicant for employment because of his membership in or activity on behalf of the Union.

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 of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his/her 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 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 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 pay 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 24th year	10%
25th year of employment and over	12%

ARTICLE X

SENIORITY

Subject to any limitations as set forth in the Administrative Code:

A) Seniority shall be determined based upon length of service and statutory additions. Seniority shall govern for purposes of promotion and filling vacancies. Seniority shall prevail except in cases where the employer can demonstrate extraordinary circumstances where special skills are required. In cases of layoffs, reverse seniority among all unit employees shall prevail, except within Title work.

B) Should an employee be on leave of absence for illness or injury, said employee shall continue to accrue seniority and be deemed continually employed during such period to a maximum of one year. Any employee who is out for illness or injury shall be reinstated to his/her former position provided the absence was one year or less.

C) An employee who has attained a higher position than other employees through the failure of such other employees to accept promotions shall have a higher seniority standing than such other employees for the purpose relating to promotions.

D) When a permanent vacancy in any job shall occur which is to be filled by classification, the director shall, so far as shall be practicable post a notice of such vacancy for a period of five days.

E) Upon request the Business Administrator shall furnish to the union a list showing the continuous service of each employee in each classification. Such list shall be revised by the director from time to time as necessary, The seniority rights of individual employees shall in no way be prejudged by errors, inaccuracies or omissions in such list.

F) Seniority shall commence upon the first day of hire and shall cease upon

termination of employment except as noted above.

G) Seniority shall apply on a unit wide basis.

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 Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Christmas |

Floating holiday to be determined annually by the Business Administrator

2. In order to be eligible for holiday pay, an employee shall have served his/her probationary period and is on the job and available for work his/her last full scheduled work day before and his/her 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

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

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

Tuesday through Saturday Shift

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

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

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

Other Shifts

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

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

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

11. Holidays and Sundays worked -- see Article XIV, Section 5.

ARTICLE XII

PERSONAL DAYS

1. After one (1) year of service computed from the first (1st) day of hire, full-time employees will 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 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 may 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 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

<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 25th 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.

5. The vacation period shall be the calendar year from the 1st day of January to the 31st 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/she shall be paid at the rate of one and one-half times his/her regular rate of pay for such hours worked. Overtime is to be distributed as equally as possible at the discretion of the Director of Public Works.

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

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

3. An employee's regular rate of pay shall be the base hourly rate plus longevity.

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

5. Upon execution of the contract, employees required to work on a holiday regardless of scheduled or unscheduled, shall be paid at the rate of double time his/her regular rate of pay for all hours worked; this will be in addition to their regular pay. Upon execution of the contract, Employees required to work on a Sunday, 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.

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

7. An employee who is required to work emergency overtime shall be entitled to a one hour paid meal break after the completion of ten consecutive hours of work.

8. Any employee who performs sixteen hours of consecutive work, shall be entitled to at least eight hours off before reporting back to work.

ARTICLE XV

UNIFORMS

1. The employer shall provide and maintain at no cost to permanent employees (after the completion of 90 days probationary period), a complete uniform consisting of:

Nine (9) shirts and Nine (9) pants (combination summer and winter weight)

One(1) Rainsuit

One (1) Oversized reflective safety vest .

One (1) pair Rubber Gloves

One (1) pair of steel-toed insulated work shoes (increase allowance to \$125.00 effective July 1, 2005 per year for the term of contract. Shoes from retail contractor approved by "CYW" workers)

One (1) Winter Jacket as necessary

Also, the City shall purchase a total of five (5) dark blue tee-shirts per employee.

Upon expiration of current contract with uniform supplier (June 30, 2006) the total number of shorts and pants supplied will be modified as follows:

Ten (10) shirts and Ten (10) pants (50/50 poly blend)

Three (3) sweatshirts per year as follows:

July 2005 – without hood

July 2006 – with hood

July 2007 – without hood

July 2008 – with hood

2. The employer shall replace uniforms, protective clothing and other issued equipment as required, due to normal wear and tear. The employer is not required to replace any uniform

article damaged by the employee's negligence or failure to take normal care.

3. The employee must not use any uniforms or equipment for any other purpose except the City job. On his/her 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 XVI

LEAVE WITHOUT PAY

1. 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.

2. 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

1. In the event that a discharged employee feels that he/she 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 New Jersey Department of Personnel's laws and regulations.

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

3. 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/herself for five (5) consecutive days without leave shall be deemed to have quit.

4. The Employer may only discharge a bargaining unit employee for just cause as set forth in the Administrative Code. No discharge may be implemented prior to a hearing as set forth in the Administrative Code. The Union and its shop steward must be notified of all proposed discharges and no time limitations shall commence; until such notices are given.

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) 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, 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 certification must be prepared stating the generic is not acceptable. In the event a brand name drug 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 this 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-opening 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 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

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 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 as a grievance which shall be handled in accordance with the grievance procedure set forth in Article V or this contract.

3. 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.

ARTICLE XXI

SICK LEAVE

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

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 XXII

MILITARY LEAVE

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

ARTICLE XXIII

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 extend 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, 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 will be referred to the Director.

5. Leave with pay as provided for in this section is intended to be used for the purposes 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 XXIV

EDUCATION

In lieu of college tuition reimbursement for its members, the bargaining group has elected to participate in a scholarship fund program for its eligible member's children or grandchildren sponsored by Local Union No. 74 of the Service Employees International Union AFL-CIO-CLC wherein the employer contributes two (.02) cents per hour per member of the bargaining group through the end of the contract period. Effective July 1, 2005, the employer contributions will increase to five (.05) cents per hour per member of the bargaining group through the end of the contract period.

ARTICLE XXV

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 XXVI

MANPOWER

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

ARTICLE XXVII

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 there will not be strikes, slowdowns, lockouts or mass action which would involve suspension of or interference with normal work performance.

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

ARTICLE XXVIII

WAGES

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

3.00% effective July 1, 2005

3.00% effective July 1, 2006

3.00% effective July 1, 2007

3.00% effective July 1, 2008

2. In addition, those covered employees eligible within the terms of the City's Salary Schedule, shall receive one (1) increment effective January 1, 2006, one (1) increment effective January 1, 2007, one (1) increment effective January 1, 2008, and one (1) increment effective January 1, 2009. However, no employee will be paid a salary rate above the maximum of the range for his/her title.

3. In accordance with the Fire Department's civilian five (5) day work schedule, an on-call mechanic will receive weekend standby pay of \$75.00 per 24-hour shift effective upon the execution of the July 1, 2005 – June 30, 2009 contract.

ARTICLE XXIX

RATES FOR ACTING IN HIGHER TITLES

1. Effective July 1, 2005, Laborers assigned as Truck Drivers on an acting basis shall be paid a differential as follows:

July 1, 2005 – June 30, 2006	\$10.25 per day
July 1, 2006 – June 30, 2007	\$10.25 per day
July 1, 2007 – June 30, 2008	\$10.50 per day
July 1, 2008 – June 30, 2009	\$10.50 per day

2. 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/she will not receive a full increment but be placed at maximum for that position. There shall be no longevity payments made on the monies paid for acting in higher titles. Payment of longevity shall be made on the employee's base salary in his/her permanent title.

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 Union or any individual employee covered by this Agreement is hereby superseded.

ARTICLE XXXII

POSTING OF JOB VACANCIES

The City will post vacancies for all new openings and promotions and provide the Union with a copy of all postings.

ARTICLE XXXIII

LABOR-MANAGEMENT COMMITTEE

The Union and Employer agree to establish a committee to meet quarterly or as needed for the purpose of discussing matters relating to collective bargaining in an attempt to resolve problems before or in lieu of proceeding through the formal grievance procedure.

The Union and Employer agree to establish a joint committee to review job descriptions of the various titles covered by the agreement and that all unit employees be furnished with a copy of their job descriptions.

ARTICLE XXXIV

SAFETY

The Employer shall comply with all safety and OSHA regulations.

ARTICLE XXXV

TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from July 1, 2005 through and including the 30th day of June, 2009. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he/she 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.

**LOCAL UNION NO. 74 OF THE
UNITED SERVICE WORKERS
UNION**

CITY OF ELIZABETH, NEW JERSEY

By: Sal Alladeen
Sal Alladeen, President

BY: J. Christian Bollwage
J. Christian Bollwage, Mayor

Date: 6/14/07

Date: 7/5/07

ATTEST:
Yolanda Roberts
Acting, City Clerk

Date: 7/6/07

M. J. L.

Business Representative
Local 74 SEIU

Date: 4/12/07

ELIZABETH CITY YARD WORKERS

By: Erwin Correa
ERWIN CORREA

By: John Szelengiewicz
JOHN SzeLengiewicz

By: Francisco Rodriguez
FRANCISCO RODRIGUEZ

\\us5\252\128\agreement 2005 - 2009\033106

CITY OF ELIZABETH	
APPROVED	
AS TO FORM	<i>[Signature]</i>
PHYSICAL CONDITIONS	
TERMS & CONDITIONS	<i>[Signature]</i>
DESCRIPTION	

CITY YARD WORKERS (Local #74)
4 YEAR CONTRACT 7-1-2005 to 6-30-2009

TITLE	TIO	RANGE	STEPS	INCREMENT	JULY 1, 2005 (3% Inc)		JULY 1, 2006 (3% Inc)		JULY 1, 2007 (3% Inc)		JULY 1, 2008 (3% Inc)	
					Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
CARPENTER	2	01-40	5	300	41,473	42,973	42,762	44,262	44,090	45,590	45,458	46,958
CONSTRUCTION INSPECTOR	1	07-40	5	300	35,495	36,995	36,604	38,104	37,747	39,247	38,925	40,425
EQUIPMENT OPERATOR	15	05-40	5	300	37,038	38,538	38,195	39,695	39,385	40,885	40,612	42,112
GARAGE ATTENDANT	2	10-40	5	300	32,682	34,182	33,707	35,207	34,763	36,263	35,881	37,381
LABORER	112	12-40	5	300	31,319	32,819	32,303	33,803	33,318	34,818	34,362	35,862
MAINTENANCE REPAIRER (CARPENTER)	1	11-40	5	300	32,047	33,547	33,054	34,554	34,090	35,590	35,158	36,658
MASON	2	01-40	5	300	41,473	42,973	42,762	44,262	44,090	45,590	45,457	46,957
MECHANIC	6	02-40	5	300	39,980	41,480	41,225	42,725	42,506	44,006	43,826	45,326
MECHANIC HYDRAULICS	6	01-40	5	300	41,473	42,973	42,762	44,262	44,090	45,590	45,457	46,957
MECHANICS HELPER	2	12-40	5	300	31,319	32,819	32,303	33,803	33,318	34,818	34,362	35,862
PUMPING STATION OPERATOR	5	12-40	5	300	31,319	32,819	32,303	33,803	33,318	34,818	34,362	35,862
SECURITY GUARD	7	12-40	5	300	31,319	32,819	32,303	33,803	33,318	34,818	34,362	35,862
SENIOR MECHANIC	6	1-40A	5	300	51,419	52,919	53,007	54,507	54,842	56,142	56,326	57,826
SIGN MAKER, WOOD & METAL	1	01-40	5	300	41,473	42,973	42,762	44,262	44,090	45,590	45,457	46,957
TRAFFIC MAINTENANCE WORKER	5	07-40	5	300	35,495	36,995	36,604	38,104	37,747	39,247	38,925	40,425
TREE CLIMBER	3	02-40	5	300	39,980	41,480	41,225	42,725	42,506	44,006	43,826	45,326
TRUCK DRIVER	28	07-40	5	300	35,495	36,995	36,604	38,104	37,747	39,247	38,925	40,425
WELDER	2	01-40	5	300	41,473	42,973	42,762	44,262	44,090	45,590	45,457	46,957