

**CITY OF ELIZABETH
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE BUSINESS ADMINISTRATOR**

INTEROFFICE MEMORANDUM

TO: YOLANDA M. ROBERTS, CITY CLERK

FROM: BRIDGET S. ANDERSON, BUSINESS ADMINISTRATOR 

DATE: May 10, 2023

SUBJECT: Filing an Agreement by and Between the City of Elizabeth and the Recreation Maintenance Workers Association from July 1, 2021 through June 30, 2025

Enclosed please find an original fully executed agreement in regard to the above referenced matter for filing in accordance with the Code of the City of Elizabeth.

Thank you for your assistance.

RECEIVED

MAY 10 2023

CITY CLERK'S OFFICE

BSA/ bjp
Enc.

AGREEMENT
BETWEEN
CITY OF ELIZABETH, NEW JERSEY
AND
RECREATION MAINTENANCE WORKERS ASSOCIATION

JULY 1, 2021 THROUGH JUNE 30, 2025

Prepared By:
LUM, DRASCO & POSITAN LLC
Special Labor Counsel
City of Elizabeth

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THIS AGREEMENT entered into this 9th day of May, 2023 by and between **THE CITY OF ELIZABETH**, hereinafter referred to as The "**City**" and the **RECREATION MAINTENANCE WORKERS 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 Recreation Maintenance Workers Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all those considered employees in the Recreation Department serving in the following titles: Carpenter, Senior Recreation Maintenance Worker, Recreation Maintenance Worker and Laborer, who have been certified by the NJ Department of Personnel and appointed permanently, but excluding all Foremen, Supervisors, and clerical employees.

2. Unless otherwise indicated, the terms "employee" or "employees", when used in this Agreement, refers to all persons represented by the Recreation Maintenance Workers 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 a convention 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 Recreation Maintenance Workers Association.

3. Failure of an employee 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 New Jersey Department of Personnel Rules and Regulations.

ARTICLE III
BULLETIN BOARDS

The Association shall have the use of a single bulletin board in the Mickey Walker Center 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 IV

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 within 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. 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 V
WORKWEEK

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

ARTICLE VI
MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Recreation Department, 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, or his/her designee, 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 hired before July 1, 2001 in the classified service of the Department of Personnel 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/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.

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 24th year	10%
25th 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 NJ 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
Juneteenth (3 rd Friday in June)	
Christmas	
Independence Day	

Floating holiday to be determined annually by the Business Administrator

2. Employees shall be paid the holiday pay for any of the above holidays if it falls on Saturday.

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. Where the department operates on any of the above holidays or holiday periods, working employees shall receive their holiday pay plus additional time and one-half for all hours worked on such holiday or holiday period.

5. 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.

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

ARTICLE XI
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 reason:

- 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. These days 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

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 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 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 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 of that anniversary year only.

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 NJ Department of Personnel for reasons as established by Department Regulations.

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. The four (4) hours shall be paid at the regular rate of pay, subject to the provisions 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 his/her regular rate of pay.

3. The 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, an employee 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, an employee that is 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.

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

7. The Association agrees that the City may continue to utilize the services of the City's part-time employees as per past practice. The City agrees that no City part-time employee

will take approved overtime work from a full-time employee of the Recreation Department, except: (i) when full-time employees of the Recreation Department refuse to work overtime; or (ii) when the work to be performed is not within the scope of maintenance work regularly performed by full-time employees of the Recreation Department (i.e., turning off a valve on a playground sprinkler).

8. The City shall provide checks for overtime payments during the employee's "bye week", i.e. the first and third week of the month. The City shall provide a new schedule for overtime.

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 property, gross insubordination, gross negligence in the performance of duties and insubordination.

2. In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee or the Association, with permission of the supervisor, shall have the right to file a complaint, in accordance with applicable New Jersey 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 and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid for by the City, Effective July 1, 2018, 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 \$3.00, and brand name co-pay of \$10.00, 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 \$10.00 co-pay; (ii) Mail Order (Up to 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 \$10.00 co-pay. A doctor certification must be prepared stating that the generic is not acceptable. In the event that a brand name is specifically prescribed, the co-pay will be at the generic co-pay rate. The premiums shall be paid by the City.

5. All employees covered by this Agreement and eligible members of their families will be covered by a Dental Plan. The Traditional Dental Benefit is allowed an increase from a maximum of one thousand dollars (\$1,500) to a maximum of two thousand five hundred dollars (\$2,500). Orthodontic care shall increase from a maximum of one thousand dollars (\$1,000.00) to a maximum of two thousand dollars (\$2,000.00). The Traditional Plan shall now cover 100% of

preventative care with a \$25.00 copay per person with a maximum copay amount of \$75.00 per family. The premiums will be paid by the City.

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

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.

9. The City shall freeze the health care contribution rate at the Recreation Maintenance Association member's current rate. The contribution shall change in the event the unit member's status changes i.e. divorced, widowed etc.

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 IV of 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 XIX

SICK LEAVE

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

Attendance Incentive

Effective July 1, 2022, any Recreation Department Maintenance Workers Association member who does not use a sick day for an entire calendar year will be given one-time payment of \$625 the April of the following calendar year.

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 fifteen thousand (\$15,000) 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 fifteen thousand (\$15,000)

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/or 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, 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 deferred to the Director.

5. Leave with pay as provided for in this section is intended to be used for the purposes of handling the necessary arrangement 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 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 absenteeism 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 decisions 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:

2% effective July 1, 2021

2.25 % effective July 1, 2022

2.25% effective July 1, 2023

2.25 % effective July 1, 2024

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

A. Education Incentive

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.

B. Training Opportunities

1. In the City's discretion, training opportunities to unit members on weekends during the term of the agreement and shall pay overtime rates for all training hours attended by unit members.

ARTICLE XXVII

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) pair of steel-toed insulated work shoes

One (1) Winter Jacket as necessary

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

2. The employer shall replace uniforms 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. The City will utilize its best efforts to request seasonal uniforms from the supplier to allow for thicker fabric pants for use in colder months.

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.

4. The City shall provide all Recreation Workers Association members with an annual one hundred and seventy five dollar (\$175.00) allowance for the purchase of Steel Toe Work Boots.

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 Recreation Department Maintenance Workers 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

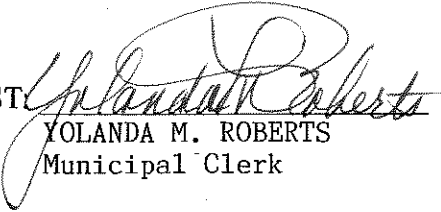
TERM OF AGREEMENT

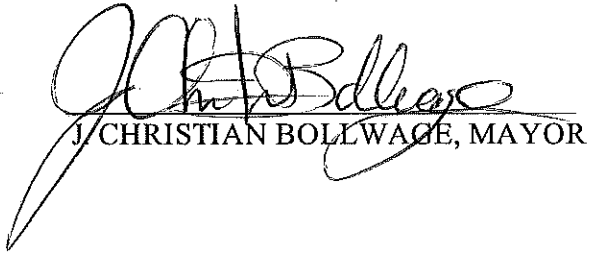
1. This Agreement shall be in full force and effect from July 1, 2021 through and including the 30th day of June, 2025. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, he/she must notify the other party in writing 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.

CITY OF ELIZABETH

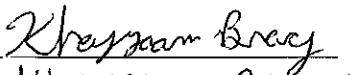
ATTEST

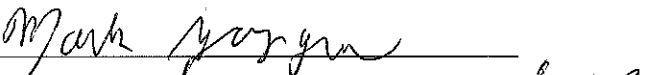

YOLANDA M. ROBERTS
Municipal Clerk


J. CHRISTIAN BOLLWAGE, MAYOR

**RECREATION MAINTENANCE WORKERS
ASSOCIATION**

ATTEST:


KHAYYAM BLACY
REP.


MARK SZCZYGIEL
R.P.

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

RECREATION MAINTENANCE WORKERS
4 year contract 7-01-2021 through 6-30-2025

Title	I/O	Position Title	Steps	Increment	MAXIMUM		2020 previous Base	7-01-2021 (2% inc)		7-01-2022 (2.25% inc)		7-01-2023 (2.25% inc)		7-01-2024 (2.25% inc)	
					Steps	Increment		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
MAINTENANCE WORKER 2 GROUNDS	4	03349 REC 40	4	300	1	800	52,719	51,773	53,773	52,963	54,983	54,220	56,220	55,485	57,485
MAINTENANCE WORKER 1 GROUNDS	15	01940 REC 40	4	300	1	800	51,859	50,896	52,896	52,086	54,086	53,303	55,303	54,547	56,547
LABORER 1	19	02248 REC 40	4	300	1	800	44,887	43,887	45,887	44,919	46,919	45,975	47,975	47,054	49,054

