

Introduced by: Alvaro Giacchi

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Seconded by: Robert J. Ramo

CITY OF HOBOKEN

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE HOBOKEN MUNICIPAL EMPLOYEES ASSOCIATION

WHEREAS, the City of Hoboken by and through the Mayor and Business Administrator have engaged in negotiations on behalf of the City with the Municipal Employees Association; regarding the Memorandum of Understanding and Agreement; and

WHEREAS, the terms resulting from said negotiations have been memorialized in the attached correspondence and Memorandum of Agreement between the parties which is attached hereto and incorporated by reference; and

WHEREAS, the City of Hoboken, by the Mayor and Business Administrator recommend that the terms memorialized in the attached correspondence and Memorandum of Agreement be accepted by the City Council; and

NOW THEREFORE BE IT RESOLVED by the Hoboken City Council that:

1. The above recitals are incorporated as if fully set fourth at length.
2. The Council hereby authorizes the Mayor or his designee to execute any and all documents and take any and all actions necessary to complete all actions necessary to complete and realize the intent and purpose of this resolution.
3. This resolution shall be effective immediately.
4. This resolution shall be supplemented with the formal presentation of fully completed contract.

APPROVED:

[Signature]  
Richard England, Business Administrator

[Signature]  
Joseph S. Sherman, Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

Date: December 6, 2006

DEC 6 2006

[Signature]

**MEMORANDUM OF AGREEMENT**

**CITY OF HOBOKEN**

**AND**

**HOBOKEN MUNICIPAL EMPLOYEES ASSOCIATION**

1. This collective bargaining agreement shall cover the period of July 1, 2005 to June 30, 2008.

2. All salaries shall be increased as follows:

July 1, 2005	2.5% retroactive
January 1, 2006	2.5% retroactive
July 1, 2006	2.5% retroactive

These retroactive payments shall be paid upon ratification by both sides.

On January 1, 2007, a 2.5% increase will not be added to salaries. Instead, all employees will receive a retroactive payment for the 2.5% increase in the first paycheck in July 2007.

On July 1, 2007, salaries will be increased by 2.5% (the January 1, 2007 increase) plus 2.0% (the July 1, 2007 increase).

On January 1, 2008, salaries will be increased by 2.0%

3. Longevity- Effective January 1, 2007, longevity in the contract will be modified as follows:

0-3 Years of service with City of Hoboken	No Credit
Beginning of 4 <sup>th</sup> year thru 6 <sup>th</sup> year of service	3% of base pay
Beginning of 7 <sup>th</sup> thru 9 <sup>th</sup> year of service	5% of base pay
Beginning of 10 <sup>th</sup> thru 12 <sup>th</sup> year of service	7% of base pay

Beginning of 13 <sup>th</sup> thru 15 <sup>th</sup> year of service	9% of base pay
Beginning of 16 <sup>th</sup> year of service	12% of base pay
Beginning of 19 <sup>th</sup> year of service	13% of base pay
Beginning of 22 <sup>nd</sup> year of service	14% of base pay
Beginning of 24 <sup>th</sup> year of service	15% of base pay
Beginning of 25 <sup>th</sup> year of service	18% of base pay

The Longevity pay for full time employees hired after the date of execution of this Agreement shall be as follows:

0-3 Years of service with City of Hoboken	No Credit
Beginning of 4 <sup>th</sup> year thru 6 <sup>th</sup> year of service	3% of base pay
Beginning of 7 <sup>th</sup> thru 9 <sup>th</sup> year of service	4% of base pay
Beginning of 10 <sup>th</sup> thru 12 <sup>th</sup> year of service	5% of base pay
Beginning of 13 <sup>th</sup> thru 15 <sup>th</sup> year of service	6% of base pay
Beginning of 16 <sup>th</sup> year of service	8% of base pay
Beginning of 19 <sup>th</sup> year of service	9% of base pay
Beginning of 22 <sup>nd</sup> year of service	10% of base pay

4. Effective with ratification by both sides, all new hired employees will only be eligible for POS health insurance option and will not be offered the Traditional health insurance option.

All current employees shall have the option voluntarily to switch from Traditional to POS. If the employee does so, the employee shall be paid the following upon completion of the year in POS:

Employee only	\$450.00
Employee and dependent	\$900.00

Family \$1,000.00

An employee on an annual basis may elect Traditional or POS.

5. Effective January 1, 2007, the co-pay on prescriptions shall be:

\$3.00 generic

\$5.00 brand name

\$10.00 formulary

In addition, there will be a mail order option for a three (3) month supply costing \$1.00. The mail order shall be mandatory on January 1, 2007.

6. Eye care benefits for employees shall be equal to the eye care benefits provided to the Hoboken Municipal Supervisors Association, retroactive to July 1, 2005.

7. This agreement is subject to ratification by the membership of the Union and the City Council.

**City of Hoboken**

**Hoboken Municipal Employees Assoc.**

By: /s/ Richard England

By: /s/ Joseph Grossi

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Sponsored by

*Nate J. Kamal*  
*Rosanne Ambrose*

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## CITY OF HOBOKEN

RESOLUTION NO. 02-766RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF HOBOKEN AND THE HOBOKEN MUNICIPAL  
EMPLOYEES ASSOCIATION

WHEREAS, the City of Hoboken and the Municipal Supervisors Association have conducted negotiations for a successor collective bargaining agreement; and

WHEREAS, the parties have reached a tentative agreement of all issues which were subject of the negotiations.

NOW, THEREFORE, BE IT RESOLVED, that the parties agree to amend the existing agreement as follows:

1. Term of the Contract Contract shall be for three (3) years beginning July 1, 2002 and ending June 30, 2005.
2. Article I - Recognition Section 1 refers to Appendix A which is the list of all bargaining unit titles. The parties agree to revise that list to delete any titles no longer recognized in the City of Hoboken such as but not limited to water department titles.
3. Article III - Jury Duty - Section 1(b) shall be replaced as follows: "Proof of daily attendance must be furnished to the City upon the conclusion of jury service. If an Employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job or, as soon as practical thereafter, except such Employee shall not be required to do so in said instance if there is less than four (4) hours remaining in his/her work shift. Failure to report to work may result in disciplinary action."
4. Article IV - Association Activities - Section 1, reduce from three (3) principal officers to two (2) duly designated members of the Association. Section 2, reduce the number of five (5) members of the Association to three (3) members of the Association.
5. Article V - Management Rights - Section 1(B) (2), revise as follows: "To suspend, demote, discharge or take other disciplinary actions against members for just cause in accordance with the New Jersey department of Personnel rules and regulations. An employee who requests a hearing shall have that hearing convened within thirty (30) days unless waived by the employee.
6. Article VII - Leaves of Absences - Section 1, delete and replace with "Any employee desiring a leave of absence without pay from their employment shall secure written permission from the City. The maximum leave shall be for 360 days. All leaves of absences shall be granted in conformity with the rules and regulations of the

Department of Personnel. Applications for leave of absence shall be made at least two weeks prior to the date on which the requested leave is to commence, except in the case of emergency. This request is to be made in writing. Longevity, vacation and sick time shall not accrue during such a leave of absence."

Section 3: Employees who request a leave of absence without pay due to personal illness (doctor's certificate required) shall be covered with health benefits for no more than six (6) months. Leaves shall be granted on a non-arbitrary and non-discriminatory basis.

7. Article VIII - Examination and I.D. Replace Section 1 with "Physical, psychological and other examinations required by the Employer shall be complied with by all Employees, provided, however, the Employer shall bear all charges for such examination.

Add new Section 2: The City shall have the right to conduct drug and alcohol testing pursuant to law and in accordance with the drug testing standard to all employees required to have a commercial driver's license (CDL).

8. Vacations. Add to existing Section 1, for all employees hired after the execution of this Agreement, the following vacation schedule shall apply:

- (a) Same as above.
- (b) Same as above.
- (c) Same as above
- (d) After five (5) years, up to ten (10) years of service      16 days
- (e) After ten (10) years, up to twenty (20) years of service      21 days
- (f) After twenty (20) years of service      26 days

Any employee seeking to use a personal day shall give his/her supervisor no less than twenty-four (24) hours notice except in the case of emergency.

All employees requesting vacation time must notify their supervisor of their proposed vacation dates, forty-five (45) calendar days prior to the time for said vacation and provided that there is no conflict with regard to an employee of the same classification and performing duties in the Department, such vacation leave will be granted twenty (20) days prior to the requested vacation dates. Timely submitted requests shall be honored in order of seniority in each department, division, bureau, section, etc. Untimely submitted requests shall be honored subject to the right of the City to deny a request in order to maintain minimum manpower requirements.

9. Article XII - Medical and Surgical Plan

Modify Section 1 to provide the appropriate name of the health insurance plan and prescription plan.

10. Article XIV – Wages

Effective 7/1/02	2%
Effective 1/1/03	2%
Effective 7/1/03	3.75%
Effective 7/1/04	3.75%

11. Article XIII – Longevity

Modify Section to provide beginning the 25<sup>th</sup> year, 16%.

For employees hired after the execution of this Agreement. The longevity schedule shall be as follows:

0-3 years	0
4-6 years	2%
7-9 years	3%
10-12 years	4%
13-15 years	5%
16 <sup>th</sup> year	6%
Beginning 19 <sup>th</sup> year	7%
Beginning 22 <sup>nd</sup> year	8%

12. Article XV – Terminal Leave

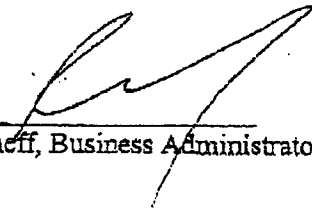
Section 2, modify as follows: An employee who has filed his application for retirement shall be granted leave with pay as follows: Terminal leave shall be calculated based upon five (5) days for each year of service to the City. Employees shall lose terminal leave days in any given year by using sick leave. Sick leave in excess of ten (10) days per year shall subject an employee to a reduction by one half (½) day for that year. The employee would only be credited with four and one half (4 ½) terminal leave days. The decision to grant less than five (5) terminal leave days per year may be mitigated if (1) the employee was hospitalized and no deduction, terminal leave time for that year shall be made or (2) in the discretion of the Director that a deduction should not be made from terminal leave days. The Director's decision shall be reasonable and shall be subject to the grievance procedure in this Agreement.

13. Article XIX – Sick Leave Incentive

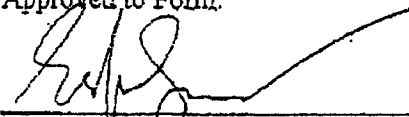
Replace as follows:

No absences in a calendar year	\$500
No absences January 1 – June 30	\$200
No absences July 1 – December 31	\$200

Approved:

  
\_\_\_\_\_  
Robert Drasheff, Business Administrator

Approved to Form:

  
\_\_\_\_\_  
Esther Suarez, Corporation Counsel

Date: December 4, 2002

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON:

DEC 4 2002

  
\_\_\_\_\_  
CITY CLERK



**AGREEMENT**

**BETWEEN**

**THE CITY OF HOBOKEN**

**AND**

**HOBOKEN MUNICIPAL EMPLOYEES' ASSOCIATION**

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**JULY 1, 2002 through JUNE 30, 2005**

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**PREPARED BY:  
LAW OFFICES OF  
LOCCKE & CORREIA P.A.  
24 Salem Street  
Hackensack, NJ 07601  
(201) 488-0880**

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## PREAMBLE

The City and the Association agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees and the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and procedures which it established for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

Furthermore, the City and the Association affirm their mutual commitment to the goals of productive and efficient public service, high employee morale, sound and responsible management of City business, and amicable employer-employee relations.

To these ends, the parties mutually pledge their best efforts and cooperation over the life of this Agreement to: resolve employer-employee disputes constructively and expeditiously in an atmosphere of mutual respect without recourse to work disruptions or lockouts; encourage a high level of employee performance; uphold high standards of workmanship and safety practices; conserve material and supplies; minimize absenteeism, tardiness, and other such conditions as may adversely affect the efficient operation of the City, and promote the development of ways and means to improve the effectiveness and economy of City services.

## ARTICLE I – RECOGNITION

Section 1. The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, benefits and other conditions of employment for all non-uniformed employees in the bargaining unit as listed in Appendix A.

Section 2. Excluded from recognition are those supervisory, managerial, administrative, professional and/or confidential employees listed in Appendix B. Such employees have authority to take action in interest of the City in such matters as hiring, transferring, suspending, laying-off, recalling, promotion, discharging, rewarding, or disciplining of their personnel; or have regular duties which contact with confidential information relating to the wages, hours and working conditions of other employees.

Section 3. Those employees considered as part of management shall not participate in any action that would impair the rendition of any and all functions that are now or may be required to be performed in rendering to the citizens full and complete municipal services.

Section 4. Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with administrators and/or supervisors or (2) processing a grievance procedure. However in all cases, the Association shall be appraised of such grievance and may have a representative present at its option.

## ARTICLE II -- ASSOCIATION SECURITY

Section 1. The City hereby recognizes the Association as the sole and exclusive representative of all employees set forth in Appendix A for the purposes of collective bargaining. As part of the standard personnel package given to new hires by the City, the City shall provide an HMEA union application to new hires whose job title falls within the HMEA Recognition Clause.

Section 2. Upon receipt of an authorized assignment from a member of the bargaining unit, the Employer shall deduct full membership dues from the employee's wages each payday.

Section 3. The Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. In the event of an error, a claim is to be made in writing within thirty (30) calendar days after such deductions were or should have been made, and the City Treasurer shall take appropriated action to correct the error.

### **ARTICLE III -- REPRESENTATION FEE AND DEMAND AND RETURN SYSTEM**

Section 1. The Union having made membership available to all employees covered by the within unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representation fee in lieu of dues as a condition of employment. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. This fee shall not to exceed eighty five percent (85%) of the regular membership dues, fees and assessments, as permitted under the New Jersey Employer-Employee Relations Act, as amended, P.L. 1974c 123 (C. 34:13A-5.4). The Association shall certify to the Employer that the amount of said fee is as permitted by law and the Association has established and maintains a demand and return system as required by N.J.S.A. 34:13A-5.5.

Section 2. The Employer shall deduct such fee by means of a payroll deduction and remit same to the Treasurer of the Association together with the list of the names of all employees for whom the deductions were made on a biweekly basis.

Section 3. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the

Association and the Employer.

## ARTICLE IV -- TIME-OFF

Section 1. Employees shall be granted time off without deduction from pay for the following reasons:

(a) Death in the immediate family. This time off shall not exceed three working days. If additional time is necessary, vacation or sick leave shall be used.

(b) Jury Duty. Proof of daily attendance must be furnished to the City upon the conclusion of jury service. If an employee reports for jury duty and is excused that day he/she shall be required to report back to his/her job or, as soon as practical thereafter, except such employee shall not be required to do so in said instance if there is less than four (4) hours remaining in his/her work shift. Failure to report to work may result in disciplinary action.

Section 2. The "Immediate Family" shall consist of spouse, child, stepchild, Mother, Father, Brother, Sister, Stepmother, Stepfather, Guardian, Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Brother-in-Law, Sister-in-Law and Grandchildren.

Section 3. Whenever an employee requests time-off for back time owed or compensatory time, he shall notify the immediate supervisor within forty-eight (48) hours and, in return, the employee shall be notified twenty-four (24) hours in advance (time permitting) of the date required as to whether the request was granted or denied.

Section 4. The City agrees to provide time to any employee who provides a qualified substitute to perform his/her tour of duty. This request shall be made in writing. Said substitute shall be approved by the immediate supervisor.



## ARTICLE V -- ASSOCIATION ACTIVITIES

Section 1. Time-off for Association Activities. The City agrees to allow three principal Officers of the association time off without deduction from pay for attendance at the association functions, inclusive of conferences, conventions and seminars, not to exceed five (5) working days per calendar year for all such employees and functions. Twenty-four (24) hours written notice must be given to the employee's department director for time off for Association functions.

Section 2. Up to five (5) members of the Association shall be granted time off for all meetings which shall be mutually set by the City and the Association, and such time shall not be charged against the maximum time above.

Section 3. The Association President, or his designee, shall be granted reasonable time off with pay to attend contract negotiations, grievance arbitrations, unfair practice cases and disciplinary cases. The granting of such time off with pay to the Association President or his designee, shall not be unreasonably denied.

Section 4. Sufficient manpower shall be available to properly man the department, division or office during the absence of Association Officials on Association business as determined by management. Names of Association Officers and members of the Negotiating Team shall be submitted to the Business Administrator in writing upon their selection.

Section 5. The City recognizes that the Association has a responsibility to its membership and agrees there will be no reprisals taken against any of its Officers or members by reason of participation in the Association or the Association's attempts to have this Agreement enforced.

**ARTICLE VI -- MANAGEMENT RIGHTS**

Section 1. Subject to the provisions of this Agreement and any other agreement between the City and the Association, the Association recognizes:

- (1) the prerogative of the City to operate and manage its affairs, and
- (2) that the City reserves those rights concerned with the management and operation of

the City and its subdivisions which include but are not limited to the following:

a. To recruit, assign, transfer or promote members to positions within a Department; and to assign members to other departments on a temporary basis in compliance with New Jersey Department of Personnel Rules and Regulations.

b. To suspend, demote, discharge, or take other disciplinary actions against members for just cause and in accordance with New Jersey Department Rules and Regulations. An employee who requests a hearing shall have that hearing convened within thirty (30) days unless waived by the employee.

c. To determine methods, means and personnel necessary for City operation.

d. To control the City budget.

e. To take whatever actions are necessary in emergencies in order to assure the proper functions of the City.

f. The right to relieve employees because of lack of work, economy or other legitimate reasons, and the right to determine the extent to which facilities shall be operated, including the determination of shift hours and the right to change methods of operations or to use new equipment.

However, in all cases where a lay off or lay offs are contemplated, the Association shall be notified so that alternative remedies can be explored.

Section 2. Any dispute with respect to Management Rights shall not in any way be subject to Arbitration. Those inherent managerial functions prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Hoboken. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

## ARTICLE VII – MANAGEMENT SECURITY

Section 1. Continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the City and its employees being essential considerations of this Agreement, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, on-duty picketing, boycotting, work stoppages, sit downs, or slowdown strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this section by the Association and/or the employees, the City may, in addition to other remedies, discipline such employees up to and including discharge.

Section 2. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work. However, the City is obligated to negotiate in good faith any and all changes in terms and conditions of employment.

Section 3. The City and the Association expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this agreement, to bargain collectively with respect to any subject or matter whether referred to or covered in this agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City or the Association at the time they negotiated or executed this agreement and even though such subjects or matter was proposed and later withdrawn.

## ARTICLE VIII -- LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence without pay from their employment shall secure written permission from the City. The maximum leave shall be for 360 days, which may be extended at the expiration of said leave. All leaves of absence shall be granted in conformity with the rules and regulations of the Department of Personnel. Applications for leave of absence shall be made at least two (2) weeks prior to the date on which the requested leave is to commence, except in the case of emergency. This request is to be made in writing. Vacation and sick time shall not accrue during such leave of absence.

Section 2. Military Clause. Employees entering the military services for the United States, pursuant to the provisions of Federal Law, shall be granted all rights and privileges provided by Law.

Section 3. Employees who request a leave of absence without pay due to personal illness (doctor's certificate required) shall be covered with health benefits for no more than six (6) months. Such leave can be extended by resolution of the City Council on an individual basis. Leave shall be granted on a non-arbitrary and non-discriminatory basis.

**ARTICLE IX -- FITNESS FOR DUTY AND SUBSTANCE ABUSE TESTING.**

**Section 1.** Physical, psychological or other examinations required by the employer shall be complied with by all employees, provided, however, the employer shall bear all charges for such examination.

**Section 2.** The City shall have the right to conduct drug and alcohol testing pursuant to law and in accordance with the drug testing standard to all employees required to have a commercial driver's license (CDL).

**Section 3.** A committee of management and the Association shall be formed to assist in establishing a substance abuse prevention program.

**Section 4.** The City shall have the right to conduct drug and alcohol testing pursuant to law and in accordance with the drug testing standard which is applicable to the job title of the employee who is being tested.

## ARTICLE X – WORK DAY AND WORK WEEK

Section 1. The workweek shall consist of forty (40) hours for blue collar (field) employees and thirty five (35) hours for white collar (office) employees. Employees shall be assigned to shifts consisting of five (5) consecutive days. Police Radio Dispatchers and Fire Alarm Operators shall work forty (40) and forty two (42) hour workweeks respectively similar to uniformed employees workweek.

The City reserves the right to increase the workweek by five (5) hours for new employees hired provided such increase in work hours is part of the employee's hiring agreement.

Section 2. It shall be the exclusive right of management to prescribe the workweek and workday for employees in order to provide efficient service to the citizens.

Section 3. The regular workweek for white collar (office) employees shall be 9:00 A.M. to 4:00 P.M. (Including one (1) hour lunch) Monday through Friday. However, some employees may be assigned to other shifts to provide coverage during other periods of time as required for efficient service to the citizen. Offices that maintain other hours necessitate other shifts.

Section 4. The regular workweek for blue collar (field) employees shall be 8:00 A.M. to 4:00 P.M. (Including one (1) hour for lunch) Monday through Friday. However, some employees shall be assigned to other shifts based on seniority in title to provide 24 hours and weekend coverage where required to provide efficient service to the citizens.

Section 5. All things being equal, employees shall have the right to select shifts if there is a need to change present shift schedules based on seniority or voluntary basis.

Section 6. An employee shall be considered late for work when he reports after his prescribed starting time. Disciplinary action may be taken against an employee for habitual lateness. An

employee who reports to work more than fifteen (15) minutes late may be docked one (1) hour's pay for every hour late or part thereof.



**ARTICLE XI -- VACATION AND VACATION PAY**

**Section 1.** Annual vacations for full time shall be granted in accordance with the following schedule:

- (a) New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
  
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.
  
- (c) From the beginning of the first calendar year and up to five (5) years of service . . . . . \*13 work days
  
- (d) After five (5) years up to ten (10) years of service . . . . . \*16 work days
  
- (e) For those employees hired prior to the execution of this Agreement:  
after ten (10) years up to fifteen (15) years of service . . . . . \*21 work days  
For those employees hired after the execution of this Agreement:  
after ten (10) years up to twenty (20) years of service . . . . . \*21 work days
  
- (f) For those employees hired prior to the execution of this Agreement:  
After fifteen (15) years or more of service . . . . . \*26 work days

For those employees hired after the execution of this Agreement:

After twenty (20) years or more of service .....\*26 work days

\* NOTE: (includes one (1) personal day)

Section 2. For purposes of this Article, service is defined to mean employment for the City without interruption due to resignation, retirement, removal or leave of absence as permitted by law.

Section 3. Vacation time shall be accrued from January 1st to December 31st. Years of service on January 1st determines vacation leave accrued.

Section 4.

A. All employees requesting vacation time must notify their supervisor of their proposed vacation dates, forty-five (45) calendar days prior to the time for said vacation and provided that there is no conflict with regard to an employee of the same classification and performing duties in the Department, such vacation leave shall be granted twenty (20) days prior to the requested vacation dates. Timely submitted requests shall be honored in order of seniority in each department, division, bureau, section, etc. Untimely submitted requests shall be honored subject to the right of the City to deny a request in order to maintain minimum manpower requirements.

B. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of vacation leave.

Section 5. An employee who terminates employment with the City shall be paid for unused earned vacation leave.

Section 6. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

Section 7. Upon the death of an employee, all unused vacation leave shall be paid to the employee's estate.

Section 8. Vacation pay shall be paid in advance of vacation on the payday preceding the start of the employee's vacation period, if requested at least three (3) weeks in advance of the pay date by the employee in writing to the department director, or to the payroll supervisor in the absence of the department director.

Section 9. Part-time employees shall be entitled to ten (10) days paid vacation each year or proportionate amount for less than a year.

Section 10. Fire Alarm Operators vacation schedule (including holidays)

- (a) New employees shall only receive eight (8) working hours for the initial month of employment if they begin work on the 1st through 8th day of the calendar month, and four (4) working hours if they begin on the 9th through the 23rd day of the month.
- (b) After the initial month of employment and up to the end of the first calendar year, employees shall receive twelve (12) working days for every month of service.
- (c) From the beginning of the first full calendar year and up to five (5) years of service, employees shall receive eight (8) working days vacation. A working day is defined as a scheduled twenty-four (24) hours of duty.
- (d) After five (5) years of service, employees shall receive ten (10) working days of vacation. A working day is defined as twenty-four (24) hours of duty.

- (e) After ten (10) years of service, employees shall receive twelve (12) working days vacation. A working day is defined as twenty-four (24) hours of duty.

Section 11. Any employee seeking to use a personal day shall give his/her supervisor no less than twenty-four (24) hours notice, except in the case of emergency.

**ARTICLE XII -- PENSIONS**

Section 1. The City will provide for pensions for the covered employees in accordance with all State Laws.

Section 2. The City shall continue payments while employees are on compensation or sick leave.

**ARTICLE XIII -- MEDICAL AND SURGICAL PLAN**

Section 1. The "City" agrees to provide coverage with Major Medical Plan for all full time employees and their dependents.

Section 2. The "City" of Hoboken agrees to pay for the Hospitalization (specified in Section 1) coverage for an employee who retires after twenty-five (25) years of service in a New Jersey accredited pension system. These retired employees shall also be reimbursed for Part B Medicare Insurance when they attain 65 years of age.

Section 3. Employees and their dependents retiring after twenty (20) years of service in a New Jersey accredited pension system and who have attained 62 years of age shall receive paid Hospitalization (specified in Section 1) by the City of Hoboken.

Section 4. In the event the City elects to change health care providers, the City agrees to maintain medical benefits at levels substantially equivalent to the current medical benefits.

## ARTICLE XIV -- LONGEVITY

Section 1. The Longevity pay for full time employees hired prior to the date of execution of this Agreement shall be as follows:

0-3 Years of service with City of Hoboken	No Credit
Beginning of 4th thru 6th year of service	2% of base pay
Beginning of 7th thru 9th year of service	4% of base pay
Beginning of 10th thru 12th year of service	6% of base pay
Beginning of 13th thru 15th year of service	8% of base pay
Beginning of 16th year of service	10% of base pay
Beginning of 19th year of service	11% of base pay
Beginning of 22nd year of service	12% of base pay
Beginning of 24th year of service	13% of base pay
Beginning the 25th year of service	16% of base pay

The Longevity pay for full time employees hired after the date of execution of this Agreement shall be as follows:

0-3 Years of service with City of Hoboken	No Credit
Beginning of 4th thru 6th year of service	2% of base pay
Beginning of 7th thru 9th year of service	3% of base pay
Beginning of 10th thru 12th year of service	4% of base pay
Beginning of 13th thru 15th year of service	5% of base pay
Beginning of 16th year of service	6% of base pay
Beginning of 19th year of service	7% of base pay

Beginning of 22nd year of service

8% of base pay

Section 2. For purpose of this Article, service is defined as exclusive full-time service to the City of Hoboken. However, part-time service shall be converted to full-time service based on the following hourly formula: Blue Collar -- 2,080 scheduled hours equals one year of full-time service; White Collar -- 1,820 hours equals one year of full-time service.

Section 3. This Longevity shall be paid bi-weekly installments as part of the employee's salary.

Section 4. Employees whose anniversary date falls between January 1st and June 30th shall be paid as of July 1st. Employees whose anniversary falls between July 1st and December 31st shall be paid as of January 1st. Time during which the employee has been on leave of absence shall not be counted in the calculation of years of service for allowance of longevity. Employees must be permanent employees as defined by the New Jersey Department of Civil Service to receive longevity pay.

Section 5. Employees who retired with pensions from the Police and Fire Retirement System shall not be eligible for longevity pay if they return to work with the City.



**ARTICLE XV -- SALARIES**

**Section 1.** Salary Increment Movement -- Each employee who is not at maximum salary level under the City's Salary Ordinance shall receive annually an automatic increase of \$1,000 until he/she reaches the maximum salary level established for the employee's job title. The timing of payment of the annual increment shall be on the employee's anniversary date.

**Section 2.** Percentage Salary Increases -- All employees shall receive the following percentage increases in salary:

- Effective 7/1/02      -- 2%
- Effective 1/1/03      -- 2%
- Effective 7/1/03      -- 3.75%
- Effective 7/1/04      -- 3.75%

The salary ranges for all covered titles are on Appendix C.

## ARTICLE XVI – RETIREMENT

Section 1. The City agrees to administratively assist an employee with respect to the filing of papers for retirement and/or other related benefits so that an employee can receive his/her pension and/or other related benefits as expeditiously as possible.

Section 2. Terminal Leave.

An employee who has filed his application for retirement shall be granted leave with pay as follows: Terminal leave shall be calculated based upon five (5) days for each year of service to the City. Employees shall lose terminal leave days in any given year by using sick leave in excess of ten (10) days per year. Such use in excess of ten (10) days per year shall subject an employee to a reduction by one half (½) day for that year. The employee would only be credited with four and one half (4½) terminal leave days. The decision to grant less than five (5) terminal leave days per year may be mitigated if (1) the employee was hospitalized, or (2) in the discretion of the Director, a deduction should not be made from terminal leave days. The Director's decision shall be reasonable and shall be subject to the grievance procedure in this Agreement.

Section 3. All accumulated vacation and compensatory time shall be paid out at the time of separation from employment for any reason.

Section 4. An employee shall have the option to request payment of terminal leave, earned accumulated vacation and compensatory time in a 100% lump sum payment or in annual installments.

## ARTICLE XVII -- OVERTIME

Section 1. Employees remaining on duty more than fifteen (15) minutes after their normal work period, with the prior approval of their Supervisor, shall be paid on an hourly basis at the rate of 1½ times the regular hourly rate, but not less than one (1) hour's overtime pay for each hour or part. Employees who work in excess of their workweek shall be paid overtime for each hour above the regularly scheduled workweek.

Section 2. Overtime shall be initially assigned on a voluntary, rotating basis by seniority. If the voluntary list is exhausted and an overtime position still must be filled, then the City may resort to mandatory overtime based on inverse order of seniority. The City may bypass either list in the case of a bona fide emergency taking into account such factors as the whereabouts of the employee in connection to the location of the emergency, special job skills required and other like factors necessary to meet the demands presented by the emergency.

Section 3. An employee may request compensatory time-off for overtime worked if approved by the department director. All requests for compensatory time-off shall be made in writing. Effective as of the date of signing the July 1, 1997 through June 30, 2001 Agreement, all compensatory time earned before the signing date of the above-mentioned Agreement may be paid by the City at its discretion at the employee's current overtime rate. The employee shall maintain their compensatory time if the City decides not to make payment. However, all compensatory time that is earned on or after the signing of this Agreement must be used within the succeeding twelve (12) month period from the date earned, or else the City may require the employee to cash out his/her compensatory time at the overtime rate of pay. Payment of overtime for compensatory time-off must be documented with seven (7) days of overtime in writing.

Section 4. If an employee calls in sick during the workweek, the employee shall go to the end of the voluntary overtime rotation list.

Section 5. All recall overtime (i.e., hours of overtime work not contiguous to the workday (before or after) )shall be for a minimum of four (4) hours overtime.

## ARTICLE XVIII -- HOLIDAYS

Section 1. All permanent full-time employees shall be entitled to the following holidays:

- 1) New Years Day
- 2) Martin Luther King Day
- 3) President's Day
- 4) Good Friday
- 5) Memorial Day
- 6) Fourth of July
- 7) Labor Day
- 8) Columbus Day
- 9) General Elections Day
- 10) Veterans Day
- 11) Thanksgiving Day
- 12) Day after Thanksgiving Day
- 13) Christmas Day

Fire Alarm Operators shall receive vacation time in lieu of the above holidays in accordance with their schedule in Section 10 of Article X.

Section 2. The parties no longer recognize Lincoln's Birthday as a designated Holiday. In lieu of Lincoln's birthday, the parties agree that on a yearly basis they shall meet to determine whether members shall receive an additional personal day or a floating holiday. If a floating holiday is elected, the parties shall further agree on the specific date that same is to be used.

Section 3. Employees required to work on Holidays due to the nature of their duties shall receive overtime pay.

Section 4. An employee called out to work on New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Day shall receive a stipend in the amount of \$90.00. This shall not apply to employees working overtime.

**ARTICLE XIX – UNIFORMS AND PERSONAL EQUIPMENT**

Section 1. Work uniforms, work jackets, work pants, work shirts, work caps and work shoes, etc. shall be purchased and maintained by the employee.

Section 2. Material and colors of uniform shall be determined by the City with input by Association Officials.

Section 3. Employees who receive uniform allowance and who do not wear their uniform shall be considered not working, and shall not be paid uniform allowance.

Section 4. All blue collar (field) employees shall be required to wear uniforms after receiving uniform allowance payment. White collar (office) employees required to wear uniforms shall be paid uniform allowance. New employees shall receive \$100.00 toward initial uniform purchase.

Section 5. Each employee required to wear a uniform shall receive a maintenance allowance of \$700.00 for uniforms and protective gear, \$350.00 payable on the first day in June and \$350.00 payable on the first pay day in December. This allowance shall be pro-rated for employees working only part of the year.

## ARTICLE XX – SICK LEAVE

Section 1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

Section 2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

Section 3. Employees who use sick leave shall be required to notify their immediate supervisor at least one hour prior to the start of their assigned shift.

Section 4. Employees who use sick leave must bring a physician's report to his supervisor if the sick leave extends more than five (5) consecutive workdays.

Section 5. Employees who are on sick leave shall not be employed at any other job until they report ready for work to their supervisor.

Section 6. Part-time and 10-month employees shall be entitled to a proportionate amount of paid sick leave.

Section 7. Paid sick days shall not accrue during a leave of absence without pay or suspension.

Section 8. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name as being retained on the payroll until exhaustion of vacation or other compensatory leave.

Section 9. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.



Section 10. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

Section 11. Sick leave may be used because of personal illness of injury, exposure to contagious disease, care of a seriously ill immediate family member (for a reasonable period of time), and death in the employee's immediate family (for a reasonable period of time); and

Section 12. Sick leave may be used by a handicapped employee for absences related to the acquisition or use of an aid function on the job (reasonable proof may be required).

Section 13. Working day as used in this article shall not exceed eight (8) hours of duty or proportion thereof in computing earned sick days for fire alarm operators. Accordingly, three working days of sick leave as defined in this article equate to one (twenty-four hour) tour of duty for a fire alarm operator.

Section 14. Sick Leave Incentive Clause: If an employee is not in sick leave during the periods listed below, he shall receive the appropriate amount of incentive pay as stated below:

No absences in a calendar year	\$ 500.00
No absences January 1 thru June 30	\$ 200.00
No absences July 1 thru December 31	\$ 200.00

Any absences totaling 5 days in a calendar year shall render the employee ineligible for partial period payments of \$100.00.

This money shall be paid during the month of January, the following year. Employees must conform to rules consistently for time records (time clock) to be eligible for this stipend. Consistency shall mean less than ten (10) working days without failing to punch the time clock when beginning and ending work.

## ARTICLE XXI -- GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. Any dispute between the parties concerning the meaning, application, interpretation or violation of this agreement. Examples of grievances include disputes over working conditions, light, hearing, sanitary facilities, safety, type and location of work assignments, workload, and attitude of supervisors. This grievance procedure in no way affects any civil service action which the employee or "City" may decide to take.

Section 2. Procedure for Presenting a Grievance.

Step 1. The President of the Association, or the duly designated representative shall be recognized by the immediate supervisor for the purpose of taking up grievances arising under the terms of this Agreement. A grievance may be taken up so long as it is within thirty-one (31) days of when the aggrieved party reasonably should have known of the wrongful act allegedly committed by the City, its representatives or agents. The grievance may be taken up with or without the presence of the employee involved. The grievance need not be in writing, and the supervisor shall answer the grievance within three (3) days after same has been presented.

Step 2. If the grievance is not resolved through Step One, or if no answer has been received by the Association within the prescribed time, then the Association shall submit a written grievance to the Director or the duly designated representative.

The City's representative shall inform the union in writing of its decision within seven (7) days after the grievance has been submitted. A copy of the decision shall be sent to the employee the Association and the Director of the Department in which the employee works.

Step 3. If the grievance is not settled to the satisfaction of the Association and the employee within seven (7) days provided for in Step two, then the Association or the employee may request that the grievance be submitted to arbitration as hereinafter set forth.

Step 4. ARBITRATION. If the grievance has not been settled through the Grievance Procedure, then the Association may request the New Jersey Public Employees Relations Commission, in accordance with its rules and regulations, to appoint an Arbitrator who shall have full power to hear and determine the dispute between the parties. The Arbitrator shall have the authority to hear and determine the Grievance, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne equally by both parties. The Arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed.

**ARTICLE XXII -- SAVINGS CLAUSE**

Should any part of, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Legislation or any Court decision of competent jurisdiction, such invalidation of such part or portion thereof and the parties agree that with respect to any clause so determined to be invalid, the parties will immediately negotiate said invalid clause so as to bring the same within legal limits.

**ARTICLE XXIII -- DENTAL AND PRESCRIPTION**

Section 1. Each employee and his dependants shall be provided with a Dental Plan as negotiated with the Association for each employee and his dependants.

Section 2. Each employee and his dependants shall be provided with a Prescription Plan as negotiated with the Association for each employee and his dependants.

Section 3. The "City" agrees to pay for the Prescription Plan coverage for an employee who retires after 25 years of service in a New Jersey accredited pension system or after 20 years of service in such a system and attained 62 years of age.

Section 4. The "City" agrees to pay for the Dental Plan coverage for an employee who retires after 25 years of service in a New Jersey accredited pension system.

**ARTICLE XXIV -- STANDARDS FOR EMPLOYEES**

Section 1. The "City" shall meet all the standards and requirements of the New Jersey Department of Personnel in the hiring and promotion of all employees covered by this Agreement.

**ARTICLE XXV -- MISCELLANEOUS**

Section 1. The "City" agrees to cover its employees with Unemployment and Temporary Disability Insurance in accordance with Chapter 18 of the Laws of 1980.

Section 2. Employees shall be provided with a valid identification card. The cost involved for the making of these card are to be borne by the City.

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**ARTICLE XXVI -- REOPENER CLAUSE**

If, during the life of this Agreement, the City grants greater compensation and/or benefits to the Hoboken Supervisors Association, then the Association shall have the right to reopen this Agreement for the purpose of negotiating with the City over such greater compensation and/or benefits.



**ARTICLE XXVII – TERMINATION CLAUSE**

Section 1. This agreement shall be effective as of the 1st day of July, 2002 and shall remain in full force and effect until 11:59 p.m., the 30th day of June, 2005 and thereafter during negotiations of any amendments or modifications until a successor Agreement is reached.

Section 2. When a successor Agreement is not reached on or before June 30th the day of contract expiration then all monies and benefits agreed upon shall be retroactive to July 1st, the first year of the new Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

**CITY OF HOBOKEN**

**HOBOKEN MUNICIPAL EMPLOYEES'  
ASSOCIATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated:

Dated:

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated:

Dated:

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated:

Dated:

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated:

Dated:

<u>Title</u>	<u>Minimum</u>	<u>Wage Ranges</u>			
		<u>07/02</u>	<u>01/03</u>	<u>07/03</u>	<u>07/04</u>
Account Clerk, Typing	\$17,680	\$33,256	\$33,921	\$35,193	\$36,513
Accountant	\$29,120	\$45,290	\$46,196	\$47,928	\$49,725
Agency Aide	\$19,240	\$30,559	\$31,170	\$32,339	\$33,552
Assessing Clerk	\$17,680	\$31,512	\$32,142	\$33,347	\$34,598
Building Maintenance Worker	\$16,432	\$31,946	\$32,585	\$33,807	\$35,075
Clerk	\$15,600	\$30,061	\$30,663	\$31,812	\$33,005
Clerk Stenographer	\$18,200	\$35,138	\$35,841	\$37,185	\$38,579
Clerk Typists	\$16,640	\$30,786	\$31,401	\$32,579	\$33,801
Clerk, Bd. of Health*	\$27,040	\$46,742	\$47,676	\$49,464	\$51,319
Clerk Typist-Bilingual	\$18,720	\$22,972	\$23,432	\$24,311	\$25,222
Communication Operator	\$21,632	\$36,588	\$37,320	\$37,320	\$38,720
Community Service Worker	\$19,760	\$32,092	\$32,734	\$33,962	\$35,235
Community Service Worker - Bilingual	\$21,840	\$41,550	\$42,381	\$43,970	\$45,619
Complaint Investigator	\$21,424	\$33,106	\$33,768	\$35,035	\$36,348
Community Service Aid P/T Hourly	\$9.36				
Cost Estimator Prop Improvo	\$22,880	\$37,942	\$38,682	\$40,133	\$41,638
Equipment Operator	\$21,632	\$39,437	\$40,226	\$41,735	\$43,300
Field Representative	\$21,632	\$36,589	\$37,320	\$38,720	\$40,172
Property Improvement	\$21,632	\$36,589	\$37,320	\$38,720	\$40,172
Fire Alarm Operator	\$21,632	\$36,589	\$37,320	\$38,720	\$40,172
Fire Prevention Specialist	\$21,632	\$36,589	\$36,589	\$38,720	\$40,172
Fire Sub-Code Official	\$31,200	\$66,570	\$67,902	\$70,448	\$73,090
Garage Attendant	\$14,144	\$24,405	\$24,893	\$25,826	\$26,795
Graduate Nurse (24 Hr. call)	\$29,120	\$48,948	\$49,927	\$51,799	\$53,741
Guard-Public Property	\$13,520	\$24,549	\$25,040	\$25,979	\$26,953
Housing Inspector	\$21,632	\$36,588	\$37,320	\$38,720	\$40,172
Junior Librarian	\$25,480	\$40,215	\$41,019	\$42,557	\$44,153
Junior Library Assistant	\$19,760	\$30,786	\$31,401	\$32,579	\$33,801
Laborer	\$16,224	\$30,496	\$31,106	\$32,272	\$33,483
Librarian	\$28,080	\$35,316	\$36,023	\$37,374	\$38,775
Library Assistant	\$21,175	\$25,976	\$26,496	\$27,490	\$28,520
Library Assistant P/T Hourly	\$7.28				
Librarian P/T Hourly	\$15.60				
Library Director	\$39,520	\$73,603	\$75,075	\$77,891	\$80,812
Library Page	Minimum Wage				
Licensing Clerk P/T Hourly	\$7.80	\$7.96	\$8.12	\$8.42	\$8.74
Maintenance Repairer	\$17,680	\$32,911	\$33,570	\$34,828	\$36,135
Mechanic	\$21,632	\$34,848	\$35,545	\$36,878	\$38,261
Mechanic Diesel	\$29,120	\$39,256	\$40,041	\$41,542	\$43,100
Motor Broom Operator	\$21,632	\$40,939	\$41,758	\$43,323	\$44,948
Omnibus Operator	\$19,760	\$31,010	\$31,630	\$32,816	\$34,047
Omnibus Operator P/T Hourly	\$8.84				
Park Maintenance Repairer	\$17,680	\$33,688	\$34,361	\$35,650	\$36,987
Parking Enforcement Officer	\$18,720	\$30,786	\$31,401	\$32,579	\$33,801
Police Photographer/ID Officer	\$19,760	\$41,478	\$42,308	\$43,894	\$45,540
Police Records Clerk	\$17,680	\$35,768	\$36,484	\$37,852	\$39,271
Principal Account Clerk	\$17,680	\$43,840	\$44,716	\$46,393	\$48,133
Principal Account Clerk, Typing	\$23,400	\$38,039	\$38,800	\$40,255	\$41,764
Principal Assessing Clerk	\$23,400	\$38,039	\$38,800	\$40,255	\$41,764
Principal Clerk	\$22,880	\$36,588	\$37,320	\$38,720	\$40,172
Principal Clerk Typist	\$23,400	\$38,039	\$38,800	\$40,255	\$41,764
Principal Clerk, Bookkeeping	\$25,480	\$43,840	\$44,716	\$46,393	\$48,133
/Mach. Oper.					
Principal Employee Benefits Clerk, Typist	\$23,400	\$37,313	\$38,059	\$39,486	\$40,967
Principal Legal Stenographer	\$28,080	\$43,840	\$44,716	\$46,393	\$48,133