AGREEMENT

BETWEEN

CITY OF ELIZABETH, NEW JERSEY

AND

UNION COUNCIL NO. 8 NEW JERSEY CIVIL SERVICE ASSOCIATION (CITY HALL EMPLOYEES)

JULY 1, 2005 THROUGH JUNE 30, 2009

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AGREEMENT entered into this 24th day of hauf, 2007 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" or "Employer", and UNION COUNCIL NO. 8, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter referred to as the "Association" or "Union", is designed to promote a harmonious relationship between the City, the Association and such of the City employees as are represented by the Association.

ARTICLE I

RECOGNITION

- 1. The City hereby recognizes Union Council No. 8, New Jersey Civil Service Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all City Hall employees, but excluding all foremen and supervisors, managers and department heads.
- 2. Unless otherwise indicated, the terms "employee" or "employees", when used in this Agreement, refer to all persons represented by Union Council No. 8, New Jersey Civil Service Association.

ARTICLE II

ASSOCIATION SECURITY (MAINTENANCE OF MEMBERSHIP)

- 1. The Employer agrees to deduct from the salaries of employees, dues for the Association when authorized in writing to do so by each employee. Individual authorization forms shall be furnished and filed by the Association with the appropriate business office of the Employer.
- 2. An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the City of Elizabeth. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the City of Elizabeth to collect funds from his/her salary during such absence. Upon his return to employment at the termination of his/her leave, the City of Elizabeth shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.
- 3. The amount of monthly Association membership dues will be certified by the President of the Association in writing to the Employer and the amount so certified will be uniform for all members of the Association.
 - 4. The above will be in compliance with N.J.S.A. 52:14-15.9e.
- 5. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the assignee's last known address,

the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

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

ARTICLE IIA

UNION SECURITY

- 1. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union,
- 2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the Unit.
- 3. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.
- 4. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action, or claims of loss whatsoever arising as a result of said deductions.
- 5. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.
- 6. The Union shall establish and maintain at all times a demand and return system as provided N.J.S.A. 34:13A-5.5(c) and 5.6 (L. 1979, c.477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making such deductions.

ARTICLE III

BULLETIN BOARDS

The Association shall have the use of bulletin boards throughout City Hall. Such boards to be used solely for the purpose of exhibiting official business of the Association. All materials to be posted shall be submitted to the Business Administrator or his/her designee prior to posting.

ARTICLE IV

ASSOCIATION BUSINESS LEAVE

- 1. The Association shall advise the City in writing of the name of its representatives, the place of employment from which they are designated and the terms for which they are to serve in a representative capacity.
- 2. Before any representative may leave his/her area or place of employment, he/she shall be required to obtain approval in advance *from* the Business Administrator or his/her designee.

The Association shall neither solicit members, nor conduct any business on City property during City-assigned working schedules of either representative of the Association or the employee involved, except for the following:

- (a) Collective negotiations.
- (b) Time spent conferring with the City or employees on specific grievances as specified in the Grievance and Arbitration Procedures, Article V, provided that there shall be no unreasonable interference with work assignments, and in the event of a conflict, the work assignments shall have priority.
- 3. When an authorized representative is excused from his/her assigned duties, he/she shall:
 - (a) Notify the supervisor of any City facility visited on arrival.
 - (b) Notify his/her supervisor or designated representative upon return to the job.
 - (c) Record his/her time out and time in with his/her supervisor upon leaving and returning to the job.

ARTICLE V

GRIEVANCE PROCEDURE

- 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/her. A meeting will be held within five (5) days of the submission. The answer to such grievance shall be made in writing, with a copy to the Union, within five (5) working days of the meeting. If no answer is given within five (5) working days by the Director, the grievance shall be deemed to have been denied and the Union may proceed to Step 3.
 - Step 3: If the grievance is not settled at Steps 1 and 2, then the Union shall have the right to submit such grievance to the Business Administrator within five (5) working days after the answer and/or denial in Step 2. A meeting will be held within five (5) days of the submission. A written answer to said grievance shall be served upon the individual and the Union within seven (7) working days after the meeting. If no answer is given within seven (7) working days by the Business Administrator, the grievance shall be deemed to have been denied at Step 3. Grievances involving minor discipline may be processed directly to Step 3 of the grievance procedure within five (5) working days from the date of Notice of Minor Discipline.
 - Step 4: If the grievance is not settled through Steps 1, 2 and 3, and the grievance does not involve a matter appealable to the New Jersey Department of Personnel/Merit System Board, then the Union shall have the right to

request binding arbitration of the grievance within twenty (20) working days after the answer or denial at Step 3. If the parties are unable to agree upon an arbitrator, an arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission. Grievances involving minor discipline may be submitted to binding arbitration to the extent permitted by law. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties and upon the grievant. The arbitrator shall have no authority to add to, subtract from or modify the language of this Agreement in any way. The cost of arbitration shall be borne by the City and the Union equally. The Business Administrator shall be given written notice on the same date the Union files for arbitration.

Any appeal from the final decision of a Step 3 grievance with respect to a major disciplinary or discharge action shall be made to the New Jersey Department of Personnel/Merit System Board in accordance with its procedures, rules and regulations, and there shall be no right to arbitration of any grievances pertaining to major discipline or discharge.

- 2. Any disposition of a grievance as herein defined which is accepted by the Union, or from which no appeal is taken within the time periods set forth in this grievance procedure, shall be final and conclusive and binding upon the employee, the Union and the City. If the City fails to respond to a grievance within the time limits provided, the Union may process the grievance to the next step.
- 3. If any grievance or dispute involving the construction of statutes, either party may proceed in court for a judicial determination of such statutory construction and shall not submit the same to arbitration.
- 4. The time limits provided for herein may be extended by mutual agreement of the parties which must be in writing.

ARTICLE VI

WORK WEEK

The Employer shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping times of the daily work schedule and to vary the daily or weekly work schedule. However, prior to making any change, the director or directors involved shall meet with the Association to discuss the proposed changes.

ARTICLE VI

MANAGEMENT RESPONSIBILITY

- It is recognized that the management of the City Hall, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the City. Accordingly, the City retains the following rights, except as they may be abridged in this Agreement, including, but not limited to selection and direction of the force; to hire; to suspend or discharge for just cause; to assign, promote, 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. 11 A:8-1 and N.J.A.C. 4A:8-1.1 et seq., or for other legitimate reasons, not inconsistent with the terms and provision of this Agreement; to decide on the number and locations 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. It also retains the right to discontinue this service, at any time, for reasons of economy.
- 2. City-wide employee benefits granted during the life of this agreement will include employees covered by this contract.

ARTICLE VIII

ACCESS

- 1. A duly authorized representative of the Association, designated in writing, after reporting to the Office of the Business Administrator, 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 his/her visit. Except in an emergency, at least four (4) hours advance notice must be given by telephone. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.
- 2. Facilities in City Hall shall be made available to the Association for meetings that are scheduled after working hours provided advanced permission is received from the City.

ARTICLE IX

LONGEVITY

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

2. The scale of longevity pay shall be as follows:

4th year of employment to completion of 7 th year	2%
8th year of employment to completion of 11th year	. 4%
12th year of employment to completion of 15 th year	. 6%
16th year of employment to completion of 19th year	. 8%
19th year of employment to completion of 24 th year	10%
25 th year of employment and over	12%

ARTICLE X

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

Resignation

B.

- C. Absence for five (5) consecutive 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 New Jersey Department of Personnel Statutes, rules and regulations.

ARTICLE XI

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

Columbus Day

Lincoln's Birthday

Election Day

Washington's Bir thday

Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Friday after Thanksgiving

Independence Day

Christmas

Labor Day

Martin Luther King's Birthday

Floating holiday to be determined annually by the Business Administrator

- 2. If any of the holidays fall on Sunday, Monday shall be considered as the holiday. If the holiday falls on Saturday, the previous Friday shall be considered as the holiday.
- 3. 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.

ARTICLE XII

PERSONAL DAYS

- 1. After one (1) year of service, computed from the last date of hire, full-time employees will be granted two (2) Personal Leave Days during each year of this contract for any of the following reasons:
 - A. Religious observance
 - B. Death of a blood relative not in 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 may be granted up to three (3) Personal Leave Days during each year of this Agreement after one (1) year of service computed from the last date of hire, for use for any of the reasons listed in Section 1, above. These Personal Leave Days shall not be accumulated or cashed out.

ARTICLE XIII

VACATIONS

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

First year -- One (1) 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 year	23 working days
after 25 years		26 working days

- 2. Vacations shall normally begin following the regular days off of the employee.
- 3. When any vacation or part of it cannot be taken in the calendar year when earned because of work load in a department, the same can be taken in the following year, with the consent of the department head, but such accumulated vacations days may not be extended beyond the second year.
- 4. The vacation period shall be the calendar year form 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 City Hall 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 death, the employee's 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 XIV

OVERTIME

- 1. All hours worked over forty (40) hours in the work week shall be paid at the rate of one and a half times an employee's regular rate of pay.
 - 2. Regular rate of pay is an employee's base salary plus longevity.
- 3. Upon execution of this contract, employees required to work on a scheduled holiday, shall be paid time and one-half his/her regular rate of pay for all hours worked. This will be in addition to his/her regular pay.
- 4. Employees required to work over their required hours in a work week may elect to receive payment at the straight time or compensatory time rate for time worked up to forty (40) hours. Should an employee accrue compensatory time in lieu of payments, such compensatory time shall not exceed ninety (90) hours.

ARTICLE XV

CALL BACK

If an employee covered by this Agreement is called back to work at a time other than his/her regular working hours, he/she shall be guaranteed a minimum of three (3) hours of compensatory time, payment at straight time, or two (2) hours at time and one half, whichever applies as explained in Article XIV of this contract.

ARTICLE XVI

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 any one time.
- 2. Such leaves of absence may be renewed for an additional period not to exceed six 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 New Jersey Department of Personnel for reasons as established by Department Regulations.
- 3. Request for such leave shall be in writing to the appointing authority no 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 XVII

DISCIPLINE AND DISCHARGE

- 1. Discipline and discharge of employees shall be as provided in New Jersey Department of Personnel statutes, rules and regulations.
- 2. Effective upon execution of the Agreement, records of minor and major discipline will remain on file but will not be used for the purposes of discipline after four (4) years of a clean record on the same or similar issues.

ARTICLE XVIII

INSURANCE

- 1. All employees covered by this Agreement and eligible members of their families 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 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 costs of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
- C. Provide for local Employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with provisions of Chapter 75, Public Laws of 1972.
- D. Require the local Employer to pay the full cost of such premiums and Medicare charges.
- 3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally administered

retirement system effective after the date the Employer adopted the State Health benefits program on a benefit based on 25 years or more of service credited in such retirement system, and also to reimburse 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.

- All employees covered by this Agreement and eligible members of their 4. families will be covered by a Prescription Drug Plan. The premiums will be paid by the City, Effective January 1, 2002, the co-payment will be increased to \$3.00 for each prescription; effective January 1, 2004, the co-payment will be increased to \$5.00 for each prescription. Effective March 1, 2006, the prescription drug plan shall be as follows: (i) Retail (Participating Pharmacies up to 30 day supply) - generic mandated unless there is no generic equivalent with generic co-pay of \$5.00 and brand name co-pay of \$5.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay; (ii) Mail order (Up to a 90-day supply) – mail order co-pay generic \$0.00, brand name \$ 0.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay. A doctor certification must be prepared stating that the generic is not acceptable. In the event a brand name is specifically prescribed, the co-pay will be at the generic co-pay rate.
- 5. All employees covered by this Agreement and eligible members of their families will be covered by a Dental Plan. The premiums will be paid by the City.

- 6. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.
- 7. All eligible employees covered by this Agreement and eligible members of their families will be covered by a vision plan, as selected by the City, and provided that all appropriate eligibility requirements are met.
- 8. In the event that there are legislative changes covering health benefits during the contract period for which the City may give notice of a re-opener for health benefits, then the Union shall have the right to re-open the salary increases (percentages) for the remaining years of the contract.

ARTICLE XIX

ASSOCIATION PRIVILEGES

Copies of general orders, rules and regulations 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 XX

RULES AND REGULATIONS

- 1. The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association.
- 2. It is understood that employees shall comply with all rules and regulations made by the City from time to time. Employees shall promptly and efficiently execute the instructions and orders of the 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 V of this contract.
- 3. In the event that an employee or employees shall refuse to execute promptly and efficiently any instruction or order of an officer or other supervisor, the City shall have the right, at its option, to suspend, or discharge the offending employee or employees.

ARTICLE XXI

SICK LEAVE

1. Sick leave shall be as provided for in the New Jersey Department of Personnel statutes, rules and regulations.

Donated Sick Leave

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

Sick Leave Buy-Out

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

Effective July 1, 1997, in the event of an employee's death while actively employed, the employee's estate shall be reimbursed for accumulated unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum payment of ten thousand (\$10,000) dollars. Payment shall be made within six (6) months of the employee's death.

ARTICLE XXII

MILITARY LEAVE

Military leave shall be as provided by applicable Federal and State Statutes and/or Department of Personnel Rules and Regulations.

ARTICLE XXIII

FUNERAL LEAVE

- 1. Leave with pay, not to exceed five (5) days, shall be granted to an employee in the event of the death of the employee's current spouse, children, step or foster children, brothers, sisters, parents of an employee, and any dependents other than those previously identified residing in the employee's household. For purposes of this provision, a "dependent" is any individual whom the employee may claim as a dependent for federal income tax purposes.
- 2. Leave with pay, not to extend three (3) days, shall be granted to an employee in the event of the death of the employee's current parents-in-law, current brothers-in-law, current sisters-in-law, current sons-in-law, current daughters-in-law, or grandparents, or grandchildren of employee or current spouse.
- 3. One (1) working day of Funeral leave shall be allowed in the event of the death of a blood-related aunt or uncle.
 - 4. Special cases will be referred to the Director.
- 5. Leave with pay as provided for in this section is intended to be used for the purposes of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be accumulated. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XXIV

MATERNITY LEAVE

- 1. Upon request in writing to the City, a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave shall be with pay to the extent of accrued sick leave; otherwise, the time on leave shall be without pay.
- 2. Employees on maternity leave must return to work not more than thirty (30) days after birth or termination of pregnancy, whichever occurs sooner, unless the employee submits a statement in writing from the treating physician stating the need for an extended leave and indicating the length of such extension.
- 3. Seniority shall be accrued while the employee is on paid leave, but shall only be retained during leave without pay.

ARTICLE XXV

EDUCATION

- 1. A. Employees enrolled for an associate's or a bachelor's degree program as a matriculated student in a government/employment related discipline shall be reimbursed as set forth below for the cost of tuition or part thereof at the State College rate when approved in advance, in writing by the Business Administrator. Such approval will not be unreasonably withheld.
 - B. Reimbursement will be as follows:
 - (a) any grade of B or better 100% of State College rate.
 - (b) A grade of C 75% of State College rate.
 - (c) A grade less than a C 0%
- 2. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

ARTICLE XXVI

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 XXVII

BAN ON STRIKES

- 1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the Citizens of the community and that there should be no interference with such operation.
- 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that they will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, or mass resignations, mass absenteeisms or other similar action which would include suspension of or interference with normal work performance.
- 3. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fermenting or participating in a strike, slow down or other interference.

ARTICLE XXVIII

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or Court decision causes invalidation of any Article, said Article or portion of this Agreement shall have no force or effect However, the invalidity of any Article or portion of this Agreement shall not affect the invalidity of the remaining Articles or portions of this Agreement. They will remain in full force and effect for the duration of this contract.

ARTICLE XXIX

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 XXX

WAGES

- 1. All regular, full time employees covered by this Agreement shall receive an across-the-board increase in their respective ranges as follows:
 - 3.00% effective July 1, 2005
 - 3.00% effective July 1, 2006
 - 3.00% effective July 1, 2007
 - 3.00% effective July 1, 2008
- In addition, those covered employees eligible within the terms of the City's Salary Schedule, shall receive one (1) increment effective January 1, 2006, one (1) increment effective January 1, 2007, one (1) increment effective January 1, 2008, and one (1) increment effective January 1, 2009. However, no employee will be paid a salary rate above the maximum of the range for his/her title.

ASST VIOLATIONS CLERK BUILDING INSPECTOR (H) BUILDING INSPECTOR (I) BUILDING INSPECTOR (R) BUILDING INSPECTOR/ZONING OFFICER CASHIER	ASST PENSION FUND SUPERVISOR ASST PLANNER ASST PUBLIC INFORMATION OFFICER ASST SECY BOARD/COMMISSION (abc)*	ASST SUPT OF WEIGHTS & MEASURES	ASST ASSESSOR (b) ASST ASSESSOR (c) ASST ENGINEER	ASSESSING CLERK TPG ASST ASSESSOR (a)	AIR POLLUTION INSPECTOR ANALYST GRANT APPLICATIONS	AFFIRMATIVE ACTION OFFICER	ADMINISTRATIVE SECRETARY (hhs)	ADMINISTRATIVE SECRETARY (ns)	ADMINISTRATIVE SECRETARY (adm)	ADMINISTRATIVE CLERK/40	ADMINISTRATIVE CLERK	ADMINISTRATIVE ANALYSTA THINGE CHANGES 172005	ADMINISTRATIVE ANALYST (epd) +	ADMINISTRATIVE ANALYST	ADMINISTRATIVE ANALYST	ACCOUNTANT	ACCOUNT CLERK/35	ACCOUNT CLERK	TITLE
		ge: 4/0//20													4.445.644	:	: : .	1	1
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13-30A 05-35BPH 05-35BPR 05-35BPR 01-40BZO 13-30	02-35FS 05-30 01-40CIN 04-30	08-40WM	10-30AB 10-30AC	14-30 10-30AA	08-30 07-30	01-35PD 06-30	01-35HD	01-35NS	01-35AD	05-40AC	05-30	03:30	03-40	3-30	03-40AN	07-30	3-35AC	17-30	RANGE
4 4 4 4 4	4	4 4	4 4	4 4	4 4	4 4	4	4	4	4	44	4	4	4	4		. 4	4	STEPS
375 375 375 375 375 325	325 325 325 325	325	325	325 325	325	375 325	375	325 375	375	325	325	32	375	325	325	325	325	325	INCREMENT
31,723 31,723 49,623 45,503 47,383 66,911 30,552	43,888 38,838 53,210	39,958 49,154	45,228 34,043	30,084 48,994	35,210	47,722 38,283	47,722	40,888	47,722	45,529	38,838	5 39,95	52,500	5 39,958	37,240	35,909	39,958	28,408	7-01-2005 Minimum
8 3 8 8 8 8 8	5 6 8 8	4 3 8	55 86	4 4	0 0	23 123	12	23 88	888	9	8 3	,95B	0	958	0)9	8	8	
33,023 51,123 47,003 42,883 68,211 31,852	45,188 40,138 54,510	50,454	46,528 35,343	31,384	36,510	49,222 39,583	49,222	42,188 49.222	49,222	46,829	41,563	41,258	54,000	41,258	38,540	37,209	41,258	29.708	3% inc) Maximum
40,621 32,714 51,157 46,913 42,669 68,957 31,508	45,244 40,042 54,845	41,196 50,668	46,624 35,103	31,026 50,503	36,305	49,199 39.470	49,199	42,154 49 199	49,199	46,934	41,510 40,042	41,198	54,120	41,198	38,396	37,025	41,196	29.299	7-01-2006 (
41,921 34,014 52,657 48,413 44,169 70,257 32,808	46,544 41,342 56,145	42,496 51,968	47,924 36,403	32,326	37,605	50,699 40 770	50,699	43,454	50,699	48,234	42,810 41.342	42,496	55,620	42,496	39,696	38,325	42,496	30.599	(3% inc)
41,879 33,734 52,737 48,365 43,994 71,065 32,492	46,640 41,282 56,529	42,471 52,227	48,062 36,195	31,996	37,433	50,720	50,720	43,458	43,458 50,720	48,381	42,794 41,282			42,47m g		38,175	42.471	30 217	7-01-2007 (
43,179 35,034 54,237 49,865 45,494 72,365 33,792	47,940 42,582 57,829	43,771 53,527	49,362 37,495	33,296 53,357	38,733	52,220	52,220	44,758	44/758 52,220	49,681	44,094	48771	57.289	48,771	40,887	39,475	43.771	31 517	(3% inc)
43,174 34,785 54,364 49,861 45,359 73,236 33,506	48,078 42,559 58,264	43,784 53,833	49,543 37,320	32,995 53,658	38,595	52,287	52,287	44,801	44,80(1) 52,287	49,871	44,117 49 550	43,784	57 508	43,784	40,814	39,359	43 784	3 3 3 3	7-01-2008 (
44,474 36,085 55,864 51,361 46,859 74,536 34,806	49,378 43,859 59,564	45,084 55,133	50,843	40,659 34,295	43,253 39,895	53,787	53,787	46,101	46 (101) 53,787	51,171	45,417	45,084	45,084 59 008	45,084	42,114	40.659	45 08 <i>1</i>	33 463	(3% inc)

DATA PROCESSING PROGRAMMER (d) DATA PROCESSING PROGRAMMER (e) DATA PROCESSING PROGRAMMER TRAINEE (a) DATA PROCESSING PROGRAMMER TRAINEE (b) DATA PROCESSING PROGRAMMER TRAINEE (c) DENTAL ASSISTANT (clerk)	DATA PROCESSING PROGRAMMER (a) DATA PROCESSING PROGRAMMER (b) DATA PROCESSING PROGRAMMER (c)	DATA ENTRY MACHINE OPERATOR OF CONTROL OPERATOR OPERATOR OF CONTROL OPERATOR OPE	COMPLAINT INVESTIGATOR COMPLAINT INVESTIGATOR COMPUTER OPERATOR TRAINEE	COMMUNITY CENTER, DIRECTOR	COLLECTOR DELINQUENT ACCOUNTS	CLERK / TELEPHONE OPERATOR	CLERK TYPIST/35 (etd) =	CLERK TYPIST/35	CLERK TYPIST	CLERK/COMMUNITY RELATIONS AIDE	OLERK/35: //range & fille change (sol (2006)) (:		CLERK/40	CLERK /35 (efd) =	CLERK/35	CLERK	OLERK (and the Change Biot 2006)	3
	1 1 2 7	1 1 3		1 (0)	<u>-</u>	2 1			2 N	1 1	E	1	 		- i	17 1	(20)	1/0 R
01-40D 01-40E 01-40E 08-40 12-40 11-40A 15-30	03-35 01-40A 01-40B 01-40C	03-35LA 15-30 06-40	01-40CRS 02-40B 19-40	04-40CCD	11-30	04-35 15-30	04-35	04-35	03-35	18-40CH	18-35C	18-40C	18-35	18-35	18-35	18-30	18.30	RANGE
444444	4444	4 4 4	444	4	4	4 4	4 4	4 4	4	4 4		4:.	4 4	. 4. :	. 4	4	A	STEPS
325 325 325 325 325 325 325 325 325	375 325 325 325	325 325 325	325 325 325	325	325	375 325	375	375	375	325	325	325	325	325	325	325	325	INCREMENT
44,130 42,477 40,132 37,133 32,419 29,621 29,621	33,221 49,092 47,439 45,783	39,958 29,621 43,507	54,318 45,247 30,538	35,442	33,437	33,158 29 621	28,408 33,158	33,158	33,221	33,144	33,1144	37,616	33,144	33,144	622,02	28,223	28 223	7-01-2005 (
45,430 43,777 41,432 38,433 33,719 30,921 30,921	34,721 50,392 48,739 47,083	41,258 30,921 44,807	55,618 46,547 31,838	36,742		34,658	29,708 34,658	34,658	34,721	34,444	34 444	38,916	34,444	34,444	29,323	29,523	29,523	(3% inc) 3
45,493 43,790 41,375 38,286 33,431 30,549 30,549	34,263 50,604 48,901	41,196 30,549 44,851	55,987 46,643 31,493	35,000	34,479	34,198	29,299 34,198	29,299 34,198	34,263	34,177 39.258	34477	38,783	34,177	34,177	34,177	29,709	29 109	7-01-2006 (3°
46,793 45,090 42,675 39,586 34,731 31,849 31,849	35,763 51,904 50,201	42,496 31,849 46,151	57,287 47,943 32,793	97,844 36,300	35,779	35,698	30,599 35,698	35,698	35,763	35,477 40.558	35,477	40,083	35,477	35,477	30,409	30,409	30,409	(3% inc)
45,143 42,655 42,655 39,474 31,504	35,336 52,161 50,407	42,471 31,504 46,236	57,706 48,081 32,477	(1) 37,679 36,089	35,552	35,269	30,217 35,269	30,217 35,269	35,336	35,241 40 475	35,241	39.985	35,241	35,241	30,021	30,021	30/02/	7-01-2007 (
48,197 46,443 43,955 40,774 35,773 32,804	36,836 53,461 51,707	43,771 32,804 47,536	59,006 49,381 33,777	38,979 37,389	36,852	36,769	31,517 36.769	31,517 36,769	36,836	36,541 . 41 775	36,541	41,775	36,541	36,541	31,321	31,321	31,321	(3% inc)
48,343 46,536 43,974 40,697 35,546 32,488	36,441 53,765 51,958	43,784 32,488 47,662	59,476 49,562 33,490	38.848 37.211	32,488	36,372	31,163	31,163 36,372	36,441	36,337	36,337	41,728	36,337	36,337	30,961	30,961	30,961	
51,449 49,643 47,836 45,274 41,997 36,846 33,788	37,941 55,065 53,258	45,084 33,788	60,776 50,862	40,1148 38 511	33,788 37.958	37,872	32,463	32,463 37.872	37,941	37,637	37,637	43,028	37,637	37,637	32,261	32,261	32 261	(3% inc)

PRINCIPAL CLERK (adm)	PRINCIPAL CLERK	PRINCIPAL CLERK (c)	PRINCIPAL CLERK (b)	PRINCIPAL CLERK (a)	TAINCITAL CAUTITA	התבים לה מספרם מיועם לברת לא הדיוועם היים היים היים היים היים היים היים הי	DOINGIDAL ARREAGING OF HER TYPING	PRINCIPAL ACCOLINTANT	PRINCIPAL ACCOUNT CLERK (util)	PRINCIPAL ACCOUNT CLERK/35	PRINCIPAL ACCOUNT CLERK	PLUMBING INSPECTOR	PLANNING AIDE	PERSONNEL AIDE TYPG	PERSONNEL AIDE TYPEG(range/change/4/1/2006):	PARKING ENFORCEMENT OFFICER (epd) +	MAIL CLERK	LOAN ADVISOR	LICHNOT INSTECTION OF THE PROPERTY OF THE PROP	LICENSE INSPECTOR/35	LEGAL VECKE AXY	LEGAL SECRETARY	LANU SURVEYOR	INVESTIGATOR CONSUMER PROTECTION	INVESTIGATOR COMMUNICABLE DISEASES	INDUSTRIAL HYGIENIST	HOUSING INSPECTOR	HEALTH AIDE	FIELD REPRESENTATIVE NEIGH. PRESERVATION	FIELD REPRESENTATIVE HOUSING INSPECTION BILG S/E(R	FIELD REPRESENTATIVE HOUSING INSPECTION(ra)	FIELD REPRESENTATIVE HOUSING INSPECTION	FIELD REPRESENTATIVE DISEASE CONTROL	ENGINEERING AIDE	EMPLOYEE BENEFITS CLERK TPG	ELECTRICAL INSPECTOR	DOCKET CLERK	DEPUTY REGISTRAR OF VITAL STATISTICS	To the market promote a security of the contract of the contra	TITLE
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. 07-30	11-30	09-30	07-30	02-40	. 08-30	05-30	03-35PAC	03 35 00	07-30	11-35	11-30	01-35PB	17-40	03-35PA	03-35PA	04-35	15-30	03-35LA	08-40LC	08-35LC	02-35LB	02-35LA	01-30	07-30	03-30CD	01-30H	01-30HI	09-30HA	02-35NPP	04-30	06-30	08-30	11-30	17-30	14-30	01-35EI	11-30	02-30		RANGE
4	4	4	4	4	4	4	4.	. 4	. ļ.	4	4	4	4	4		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	. 4.	4	4		STEPS
325	325	325	325	325	325	325	325	. 323	» · · ·	335	325	375	325	325	325	375	325	325	325	325	325	325	325	325	325	325	325	325	325	325	325	325	325	325	325	375	325	325		INCREMENT
35,909	33,437	34,606	35,909	42,471	35,210	38,838	49,631	606'cc	35,000	30 336	33 437	59 037	33.437	38,710	35,210	33,158	29,621	39,958	49,154	42,829	44,934	52,919	46,477	35,909	39,248	50,575	56,703	47,782	42,471	39,400	38,283	35,210	33,437	28,408	30,084	59,037	33,437	40,888	Minimum	7-01-2005 (
37,209	34,737	35,906	37,209	43,771	36,510	40,138	50,931	37,209	92,000	1000	30,00	60 537	34.737	40,010	015.96	34,658	30,921	41,258	50,454	44,129	46,234	54,219	47,777	37,209	40,548	51,875	58,003	49,082	43,771	40,700	39,583	36,510	34,737	29,708	31,384	60,537	34,737	42,188	Maximum	3% inc)
37,025	34,479	35.683	37,025	43,784	36,305	40,042	51,159	37,025	40,442	10,110	07,000	60 853	34 479	39,910	36/305	34,198	30,549	41,196	50,668	44,153	46,321	54,546	47,910	37,025	40,464	52,131	58,443	49,254	43,784	40,621	39,470	36,305	34,479	29,299	31,026	60,853	34,479,	42,154	Minimum	7-01-2006 (;
38,325	35,779	36.983	38,325	45,084	37,605	41,342	52,459	38,325	41,/42	01,100	25,300	60,710	35 770	41.210	37,605	35,698	31,849	42,496	51,968	45,453	47,621	55,846	49,210	38,325	41,764	53,431	59,743	50,554	45,084	41,921	40,770	37,605	35,779	30,599	32,326	62,353	35,779	43,454	Maximum	(3% Inc)
38,175	35,552	36 792	38,175	45.137	37,433	41,282	52,733	38,175	41,694	20,002	35 553	20.4 20.4 20.0 20.0 20.0 20.0 20.0 20.0	35 550	41 146	87.468	35,269	31.504	42,471	52,227	45,517	47,750	56,221	49,386	38,175	41,717	53,734	60,235	50,771	45,137	41,879	40,693	37,433	35,552	30,217	31,996	62,724	35,552	43,458		7-01-2007 (
39,475	36,852	38 000	39.475	46.437	38,733	42,582	54,033	39,475	42,994	30,002	54,224	200,002	638 9E	42 446	38,733	36,769	32.804	43.771	53,527	46,817	49,050	57,521	50,686	39,475	43,017	55,034	61,535	52,071	46,437	43,179	41,993	38,733	36,852	31,517	33,296	64,224	36,852	44,758	Maximum '	3% inc)
39,359	36,658	37 035	39 359	46.530	38,595	42,559	54,354	39,359	42,984	36,658	64,651	30,000	36,660	42 410	C. CEDENBER V. C.	36.372	32 488	43 784	53.833	46,922	49,222	57,947	50,907	39,359	43,008	55.385	62,081	52,333	46,530	43,174	41,953	38,595	36,658	31,163	32,995	64,651	36,658	44,801		7-01-2008 (
40,659	37.958	30,000	40 650	47 830	39.895	43,859	55,654	40,659	44,284	37,958	66,151	37,938	97,718	73 710	300.00	37 872	33 788	45 084	55 133	48,222	50.522	59,247	52.207	40,659	44,308	56 685	63.381	53.633	47.830	44,474	43.253	39,895	37.958	32,463	34,295	66.151	37,958	46.101	Maximum	3% inc)

SANITATION INSPECTOR SENITATION INSPECTOR SECRETARIAL ASSISTANT SR ACCOUNT CLERK SR ACCOUNT CLERK TPG SR ACCOUNT CLERK TPG SR ACCOUNT CLERK TPG (epd) +	12.1	SANITATION INSPECTOR TRAINEE	SANITARY INSPECTOR	REPRESENTATIVE RENT REGULATION	REI OCATION DEFICER	RELOCATION ASSISTANT	RECREATION LEADER SR CITIZENS	RECREATION CENTER DIRECTOR	PURCHASING ASSISTANT	PURCHASING ASSISTANT(range & IIIIe ohange 2/27/2006)	PUBLIC WORKS INSPECTOR	PUBLIC SAFETY TELECOMMUNICATOR TRAINEE	PUBLIC SAFETY TELECOMMUNICATOR	PROPERTY CLERK (epd) +	PROPERTY CLERK BILINGUAL SPN & ENG (epd) +	PROGRAM MONITOR	PRINCIPAL PLANNING AIDE	PRINCIPAL PAYROLL CLERK	PRINCIPAL ENGINEERING CLERK	PRINCIPAL ENGINEERING AIDE	TRINCIPAL DRAFTING TECHNICIAN	TRINCITAL DATA IN INTERNATION OF THE PROPERTY OF THE PROPERTY MACH CTERAL CX	TRINCIPAL CLERK LYTIS (mo)	PRINCIPAL CLERK TYPIST BILINGUAL SPN & ENG	PRINCIPAL CLERK TYPIST BILINGUAL S&E (mc)	PRINCIPAL CLERK TYPIST/35	PRINCIPAL CLERK TYPIST	PRINCIPAL CLERK TRANSCRIBER (epd) +		TITLE
1 2 1 7 5 1 W	(3)	2	2	_ -	. .	2	4	6	-1	(1)		10	37	2	_	-	_	<u>ا</u> د	<u> </u>	اد 	-			2			4	_		1/0
13-40 13-40 06-30 13-30 13-35 13-35 13-35 13-35 13-35 13-35	1340	12-30	06-30	06-30	2-40RO)	07-30	11-30A	06-35	09-30	05:50	09-35	09-35	01-35TC	05-35	01-35	02-35SPA	02-40PPA	04-30	09-30	10-30	03-30	02-30	01-30MO	07-30	07-30	10-35PCT	10-30	01-35PD		RANGE
44444	4	4	4.	4 4	4	4	4.	4	4	4	4	4	4	4	4	4	4	4	- +	4 4	<u>.</u>	4	4	4	4	4	4	4		STEPS
325 325 325 325 325 325 325	325	325	325	325	325	325	325	375	325	325	325	375	375	375	375	325	325	325	337	325	325	325	325	325	325	325	325	375		INCREMENT
45,000 38,283 30,552 47,362 30,552 34,623	560 Ze	32,972	38,283	28.282	56,272	35,909	33,549	32,215	37,606	34,606	47,000	30,527	34,984	32,681	33,912	42,471	54.958	41 460	34,043	34,043	39,958	42,948	53,072	35,909	35,909	39,934	34,043	47,722		7-01-2005 (
46,300 39,583 31,852 48,662 31,852 36,123	38,395	34,272	39,583	30 503	57,572	37,209	34,849	33,715	38,906	35,906	48.300	32,027	36,484	34,181	35,412	43,771	56.258	00,800	35,343	35,343	41,258	44,248	54,372	37,209	37,209	41,234	35,343	49,222	Maximum	3% inc)
36,305 46,339 39,470 31,508 48,822 31,508 35,707	38,247 38,247	34,000	39,470	62,700	57,999	37,025	34,594	33.226	38.773	35 683	48.449	31,488	36,079	33.706	34.974	43.784	56 646	35,683	35,103	35,103	41,196	44,275	54,703	37,025	37,025	41,171	35,103	49,199	_	7-01-2006 (
37,605 47,689 40,770 32,808 50,122 32,808 37,207	39,547 39,547	35,300	40,770	64,000	59,299	38,325	35,894	34 726	40.073	36 98	49 749	32 988	37.579	35 206	36 474	45 084	57 043	36,983	36,403	36,403	42,496	45,575	56,003	38,325	38,325	42,471	36,403	50,699	Maximum	3% inc)
37,433 47,820 40,693 32,492 50,326 32,492 36,823	39,433 30,433	35,059	40,693	64,620	59,778	38,175	35.671	34 268	39 975	26.702	49 941	37 478	37 206	34 762	36.068	45 137	44,064	36,792	36,195	36,195	42,471	45,642	56,383	38,175	38,175	42,445	36.195	50.720	L	7-01-2007
38,733 49,120 41,993 33,792 51,626 33,792 38,323	40,789	36,359	41,993	65,920	61,078	39,475	36 971	35 768	41 275	28,002	71 0/0/0	33 078	38 706	28.282	27 568	75,004	45,364	38,092	37,495	37,495	43,771	46,942	57,683	39,475	39,475	43.745	37.495	52 220	Maximum	3% inc)
49,595 49,294 41,953 33,506 51,875 33,506 37,973	40,655	36,150	41,953	66,598	61,610	39.359	36 780	012,14	41 212	31,470	55,49/	33,407	38 367	35 950	27 405	60,775	45,425	37,935	37,320	37,320	43,784	47,050	58,113	39,359	39.359	43 757	37 320	52 287	L	7-01-2008 /
39,895 39,895 50,594 43,253 34,806 53,175 34,806 34,806 39,473	41,955	37,450	43,253	67,898	62910	40 659	36,841	42,513	39/235	52,778	34,997	39,667	30,867	38,695	47,830	61,475	46,725	39,235	38,620	38,620	45,084	48,350	59,413	40.659	40,659	45.057	38 620	43 787 53 787	Maximum	20/ inc)

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SR PURCHASING ASSISTANT SR SANITARY INSPECTOR SR TELEPHONE OPERATOR SR TRANSPORTATION INSPECTOR/40 SUPERVISING ACCOUNT CLERK	SR PURCHASING ASSISTANT: Hange & Illegrange	SR PUBLIC SAFETY TELECOMMUNICATOR	SR PLANNING AIDE	SR PERSONNEL CLERK (epd)	SR MAIL CLERK	SR ENGINEERING AIDE	SR DRAFTING TECHNICIAN	OR DATA BROOKESSING PROGRAMMER	OU DATA JUDONIO JUDONIA	SR CLERK TYPIST BILINGUAL S&E (mc)	SR CLERK TYPIST (epd) +	מא כרחאא - ארזטר (eld) "	מת כרתת אירוט (40	ON CERNAL TO	SRICIERK TYPIST (range change 6 /1/2006)	SRICLERK TYPIST (-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	SK CLEKK IKANSCRIBER (epd) +	OX CELEXY40	OX CEETX/35	SRIGIERRO35 (range:change:6/i//2006)	SX CLEXX (a)	SR CLERK	SR CLERK(range change 6//1/2006)	SK CITIZEN PROGRAM AIDE	ON CAUSIER	SE CASSIFE INSPECTOR	OR AGGIG TANI AGGEGGOR	OR ACCIOTANT ACCEDED BY	SR ASSESSING CLERK	SR AIR POLLUTION INSPECTOR	SR ACCOUNTANT		יייייייייייייייייייייייייייייייייייייי
2	7/31/2006) Z							. 2	:	. 5			1	13	10				2		2	5		6			. 2	· ·	_		2	170	1
02-30 01-30HI 08-30 02-40S 02-30	01-35PS	01-35PCS	02-35SPA	03-35EP	07-30	12-30	02-40EDP	01-40EDP	02-35	14-30	16-35	16-35	16-40	16-30			01-35	12-40	12-35		13-30	16-30	9	12-30	12-30	01-35BU	03-30	09-30	10-30	02-30H	04-30	RANGE	! : :
T 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	02-90	Ω: 4	PA 4	4	4	4	DP 4	DP 4	4	4	4	4	4	4	16-30 4	16-30 4	4	4	4	12435 4	4	4	16-30 - 4	4	4	4		4	4.	4	4	STEPS	
325 325 325 325 325	325	375	325	325	32.5	325	325	325	375	325	325	325	325	325			375	325	325		325	325		325	325	375	325	325	325	325	325	INCREMENT	
43,888 56,703 35,210 62,137 42,948	39,588	36,683	42,471	35 340	30,552	32,972	54,435	51,599	33,810	30,084	34,010	34,010	39,052	28,969	328 28/969	325 28,966	33,912	39,052	34,008	325 33,582	30,552	28,969	325 28,969	32,972	32,972	59,968	52,743	34,606	34,043	43,684	39,400	7-01-2005 (
45,188 45,188 58,003 36,510 63,437 44,248	40,888	38,183	43.771	37,209	31,852	34,272	55,735	52,899	35,310	31,384	35,310	35,310	40,352	30,269	30)269	80.269	35,412	40,352	35,308	34,882	31,852	30,269	30,269	34,272	34,272	61,468	54,043	35,906	35,343	44,984	40,700	3% inc)	
45,244 45,244 58,443 36,305 64,040 44,275	40,815	37,828	43 784	37,025	31,508	34,000	56,107	53,186	34,869	31.026	35,069	35.069	40,263	29,877	29,877	778.877	34.974	40,263	35,067	34;628	31,508	29,877	29,877	34,000	34,000			35,683	35,103	45,034		7-01-2006 (
46,544 59,743 37,605 65,340 45,575	42,115	39,328	37,605	38,325	32,808	35,300	57,407	54,486	36.369	32.326	36 369	36 369	41.563	31.177	31,477	21.472	36 474	41.563	36,367	35,928	32,808	31,177	31 177	35,300	35,300	63,312	55,664	36,983	36,403	46.334	Maximum 41.921	3% inc)	
46,640 60,235 37,433 66,000 45,642	4 .	•		•			•	•		• • •		Ī	1			Ĭ		-	- 10		7	- 22		٠	•	•			,	•		7-01-2007	
47,940 61,535 38,733 67,300 46,942	43,378	40,508	38,733	39,475	33,792	36,359	59,129	56 121	37 /60	33 300	27 /60	27 /60	42 840	30 110	32,112	0.000	27 569	42 810	37 458	37/006	33 792	32 112	25.440	36 359	36.359	65,211	57,334	38,092	37 495	47 724	Maximum 43 179	3% inc)	
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49,378 49,378 63,381 39,895 69,319 48,350	44,679	47,830	39,895	40,659	34,806	37,450	60 903	38,584 57 90s	34,295	38,584	38,584	44,094	33,075	22.025	33,075	30,095	44,094	200,002	39 503	04,000	34 806	33.075	07,400	37 450	37.450	67.167	59.054	39.235	49,100	44,474	Maximum	3% inc)	

SUPERVISING CLERK (a) SUPERVISING CLERK (b) SUPERVISOR OF ACCOUNTS SUPERVISOR OF CENTRAL MAIL ROOM SUPERVISOR OF DATA ENTRY MACH OPERATIONS SUPERVISOR OF DATA ENTRY MACH OPERATIONS (ts) SUPERVISOR OF DATA ENTRY MACH OPERATIONS (ts) SUPERVISOR OF BATA FROCESSING OPERATIONS (ts) SUPERVISOR OF SR CITIZENS ACTIVITIES TAX SEARCHER TECHNICAL ASST CONTRUCTION OFFICIAL TIMEKEEPER TRANSPORTATION INSPECTOR VIOLATIONS CLERK ZONING OFFICER/35 ZONING OFFICER/35 ZONING OFFICER/40	TITLE
N N	1/0
01-30SC 02-30 10-30 03-30 02-40A 03-40EDP 03-40C 01-40 01-40 01-30V 01-30V 01-40ZA	RANGE
4,	STEPS
325 325 325 325 325 325 325 325 325 325	INCREMENT
50,855 40,888 34,043 39,958 44,080 55,686 64,689 35,210 35,210 47,782 42,829 42,471 59,037 64,490	7-01-2005 (3% inc)
52 155 42 188 35,343 41 258 45,380 56,986 65,989 36,510 36,510 49,082 44,129 43,771 60,537 65,990	(3% inc)
52,420 42,154 35,103 41,196 45,441 57,396 66,669 36,305 36,305 36,305 49,254 44,153 44,153 43,784 60,853 60,853	7-01-2006
53,720 43,454 36,403 42,496 46,741 58,696 67,969 37,605 37,605 50,554 45,453 45,084 62,353	3
54,032 43,458 36,195 42,471 46,843 59,157 68,708 37,433 37,433 50,771 45,517 45,137 62,724 68,509 62,724	7-01-2007
Maximum. 55,332 44,758 37,495 43,771 48,143 60,457 70,008 38,733 38,733 38,733 38,733 38,733 38,733 66,4224 66,437 66,224	(3% inc)
Minimum 55, 692 44, 801 37, 320 43, 784 48, 287 60, 971 70, 808 38, 595 52, 333 46, 922 46, 530 64, 651 70, 609 64, 651	7-01-2008
Maximum 56, 992 46, 101 38,620 45,084 49,587 62,271 72,108 39,895 39,895 39,895 53,633 46,222 47,830 66,151 72,109 66,151	(3% inc)

ARTICLE XXXI

TRAVEL ALLOWANCE

Effective upon the signing of this Agreement, the employees covered by said Agreement who are required to use privately-owned automobiles in the performance of their duties shall be reimbursed for such use at the current rate set forth in IRS regulations covering mileage reimbursement.

ARTICLE XXXII

CLOTHING ALLOWANCE

- 1. Public Safety Telecommunicators and Public Safety Telecommunicator Trainees covered by this agreement will receive \$200.00 for clothing allowance for the year 2002, and each year of the agreement.
 - 2. Payment will be paid annually in the second pay period of April.

ARTICLE XXXIII

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 XXXIV

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 XXXV

POSTING OF JOB VACANCIES

The City shall post notices of openings and promotional vacancies in bargaining unit jobs on the bulletin boards it ordinarily uses for notices to bargaining unit employees. The Union will be provided with copies of all such postings.

ARTICLE XXXVI

TERM OF AGREEMENT

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

By

ATTEST:

Acting, City Clerk

ELIZABETH CITY HALL **EMPLOYEES ASSOCIATION**

CITY OF ELIZABETH, NEW JERSEY

ÚNION COUNCIL NO. 8, NEW JERSEY

CIVIL SERVICE ASSOCIATION

PHYSICAL CONDITIONS

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