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Contract # 189

20-4

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

MAY 1 1990

RUTGERS UNIVERSITY

A G R E E M E N T

BETWEEN

CITY OF ELIZABETH, NEW JERSEY

AND

CITY HALL SUPERVISORS ASSOCIATION

APRIL 1, 1990 THROUGH MARCH 31, 1992

CITY HALL SUPERVISORS ASSOCIATION

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CITY HALL SUPERVISORS ASSOCIATION

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AGREEMENT ENTERED into this 19<sup>TH</sup> day of APRIL 1990 by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" and the CITY HALL SUPERVISORS ASSOCIATION, hereinafter referred to as the "Association" is designed to promote a harmonious relationship between the City, the Association and such of the City's employees as are represented by the Association.

ARTICLE I

RECOGNITION

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

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

ARTICLE II

ASSOCIATION BUSINESS LEAVE

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

2. Failure of an employee to return to work promptly upon expiration of authorized leave without reasonable notice satisfactory to the Director shall be subject to disciplinary action in accordance with Department of Personnel Rules and Regulations.

**ARTICLE III**

**BULLETIN BOARDS**

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

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

In the event any difference or dispute should arise between the City and the Association or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) working days of its occurrence or employee knowledge thereof:

STEP 1. Between the aggrieved employee and his/her immediate supervisor. If no satisfactory agreement is reached within three (3) working days, then

STEP 2. between the aggrieved employee in the company of officers of the Association or his/her attorney in conference with the employee's Director or his/her designee.

ARTICLE V

WORK WEEK

The employer shall have the right for the efficient operation of its facilities to make changes in the starting and stopping time of the daily 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

1. It is recognized that the management of the City Hall, the control of its properties and the maintenance of order and efficiency are sole responsibilities of the City. Accordingly the City retains the following rights, except as they may be abridged in the Agreement, including, but not limited to selection and direction of the force; to hire, to suspend or discharge for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11A:8-1 and N.J.A.C. 4:1-16.1 et seq. or for other legitimate reasons, not inconsistent with the terms and provisions of this Agreement; to decide on the number and location of facilities, to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others by contract or otherwise; provided present employees employed at the time of the purchase of services of others shall not be displaced by said purchase, providing said employees are willing, capable and able to perform said functions.

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

ARTICLE VII

ACCESS

A duly authorized representative of the Association, designated in writing, after reporting to the Office of the 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 the visit. Except in an emergency at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

ARTICLE VIII

LONGEVITY

1. All permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows:

If the employee's anniversary date falls between January 1 and June 30, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary.

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

5th year of employment to completion of 9th year	2%
10th year of employment to completion of 14th year	4%
15th year of employment to completion of 19th year	6%
20th year of employment to completion of 24th year	8%
25th year of employment and over	10%

ARTICLE IX

SENIORITY

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

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

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

ARTICLE X

HOLIDAYS

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

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

2. If any of the above 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 XI

PERSONAL DAY

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

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

2. This day shall not be accumulated.

ARTICLE XII

VACATIONS

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

1st year - 1 working day per month

(1st three months earned but cannot spend)

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

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

3. When any vacation or part of it cannot be taken in the calendar year when earned because of the work load in a department, the same can be taken in the following year with the consent of the department head, but such accumulated vacation days may not be extended beyond the second year, without the approval of the Business Administrator.

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

5. Any City Hall Supervisor covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his/her death, his/her widow(er) or his/her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

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

ARTICLE XIII

LEAVE WITHOUT PAY

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

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

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

ARTICLE XIV

OVERTIME

1. Supervisors who work thirty (30) hours per week, when required to work overtime, will receive the first ten (10) hours in compensatory time, or in cash at straight-time rate, at the employee's option if sufficient funds are provided in the departmental budget.

2. Supervisors who work forty (40) hours per week shall be paid at the rate of one and one half (1-1/2) times their regular rate of pay when they work more than forty (40) hours in the work week.

3. All hours in excess of forty (40) during the weekly pay period worked during a Sunday or Holiday will be paid at double time the employee's regular rate of pay.

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

5. All overtime must be scheduled and approved by the Supervisor's Director or his/her designee.

ARTICLE XV

DISCIPLINE AND DISCHARGE

Discipline and discharge of employees shall be as provided in Department of Personnel, rules and regulations.

## ARTICLE XVI

### INSURANCE

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

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

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

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

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

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

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

ARTICLE XVI

INSURANCE (Continued)

employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City.

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

6. The City will implement a dental plan for all employees covered by this agreement on or before July 1, 1981. The premiums will be paid by the City.

ARTICLE XVII

ASSOCIATION PRIVILEGES

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

## ARTICLE XVIII

### RULES AND REGULATIONS

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

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

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

ARTICLE XIX

SICK LEAVE

Sick leave shall be as provided in Department of Personnel statutes, rules and regulations.

ARTICLE XX

MILITARY LEAVE

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

ARTICLE XXI

FUNERAL LEAVE

1. Leave with pay, not exceeding three (3) days, shall be granted to any employee in the event of a death in his immediate family without penalty of sick leave or vacation time.

2. Immediate family for purposes of the above is defined as follows:

- a. Mother and father
- b. Husband or wife
- c. Children
- d. Brother or sister
- e. Mother-in-law and father-in-law
- f. Grandmother and Grandfather
- g. Sister-in-law and Brother-in-law
- h. Grandchildren of employee or spouse

This provision also applies for any other relative who resides with the employee.

3. One (1) working day shall be allowed in the event of the death of an aunt or uncle.

4. Special cases will be referred to the Director.

5. Funeral Leave with pay as provided for in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall neither be accumulated to nor deducted from his/her normal sick leave. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XXII  
MATERNITY LEAVE

1. Upon request in writing to the appointing authority, 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. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her Director in writing of same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically able to continue employment and is able to perform all the duties of her position. The Director shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to hereinabove.

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. An employee returning to work from maternity leave must present to the Director a physician's statement certifying her ability to resume all normal duties. Seniority shall be accrued while the employee is on paid leave, but shall be retained during leave without pay.

ARTICLE XXIII

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 of the citizens of the community and that there should be no interference with such operation.

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

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

ARTICLE XXIV

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 XXV

SAVINGS CLAUSE

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

ARTICLE XXVI

WAGES

1. Effective April 1, 1990, regular full-time employees covered by this Agreement, shall receive a one-time range change as reflected in Appendix "A-1" hereto attached.

2. Effective April 1, 1990, regular full-time employees covered by this Agreement shall receive a salary adjustment as indicated on Appendix "A-2" attached.

3. In addition, those covered employees eligible within the terms of the City's salary schedule shall receive one (1) increment, effective January 1, 1991. However, no employee will be paid a salary rate above the maximum of the range for his/her title.

4. Effective April 1, 1991, regular full-time employees covered by this Agreement shall receive a salary adjustment as indicated on Appendix "A-3" attached.

5. In addition, those covered employees eligible within the terms of the City's salary schedule shall receive one (1) increment, effective January 1, 1992. However, no employee will be paid a salary rate above the maximum of the range for his/her title.

CITY HALL SUPERVISORS

RANGE CHANGES

APPENDIX "A-1"

FROM:

<u>Title</u>	<u>Range</u>	<u>Min.</u>	<u>Max.</u>
Insurance Manager	11-30S	24,520	26,320
Treasurer Public Employees Retirement System	11-30S	24,520	26,320
Supervising Emergency Medical Technician	4-40EMS	25,750	28,000

TO:

<u>Title</u>	<u>Range</u>	<u>Min.</u>	<u>Max.</u>
Insurance Manager	7-30S	25,860	27,660
Treasurer Public Employees Retirement System	7-30S	25,860	27,660
Supervising Emergency Medical Technician	3-40EMS	27,750	30,000

APPENDIX "A-2"  
CITY HALL SUPERVISORS--KEY PERSONNEL  
SALARY SCHEDULE

EFFECTIVE APRIL 1, 1990:

<u>Title</u>	<u>T/O</u>	<u>Range</u>	<u>Min.</u>	<u>Max.</u>	<u>Inc.</u>	<u>Step</u>
Assistant Business Adm.	1	1-30CSAB	38,798	40,598	450	4
Assistant Chief Clerk (Accounts & Control)	1	15-30S	24,679	26,479	450	4
Assistant Chief Clerk (Water Utility)	1	14-30S	25,039	26,839	450	4
Assistant Comptroller	1	1-30S	32,035	33,835	450	4
Assistant Construction Official	1	1-30ACS	37,378	39,178	450	4
Assistant Municipal Engr.	1	1-30CS	34,410	36,210	450	4
Assistant Municipal Treas.	1	1-30S	32,035	33,835	450	4
Assistant Welfare Director	1	9-30S	26,820	28,620	450	4
Auditor	1	1-30S	32,035	33,835	450	4
Chief of Admin. Services (Construction)	1	1-30ADS	36,190	37,990	450	4
Chief of Admin. Services (Community Develop.)	1	1-30CS	34,410	36,210	450	4
Chief Asst. Assessor	1	5-30S	28,240	30,040	450	4
Chief Elect. Inspector	1	1-30S	32,035	33,835	450	4
Chief Clerk (Accounts & Control)	1	9-30S	26,820	28,620	450	4
Chief Clerk (Community Development)	1	16-30S	23,089	24,889	450	4
Chief Clerk (Health, Welfare & Housing)	1	12-30S	25,739	27,539	450	4
Chief Clerk (Violations)*	1	1-30S	32,035	33,835	450	4
Chief Clerk (Utilities)	1	1-30CCS	34,410	36,210	450	4
Chief License Inspector	1	1-30CLIS	31,442	33,242	450	4
Chief Loan Advisor	1	9-30S	26,820	28,620	450	4

Chief Plumbing Inspector	1	1-30S	32,035	33,835	450	4
Chief Sanitary Inspector-- Ind. Hygiene and Air Pollution Control	1	1-30CSIS	34,643	36,443	450	4
Code Enforcement Officer	1	1-30CEOS	34,749	36,549	450	4
Coordinator for Federal & State Aid	1	5-30S	28,240	30,040	450	4
Coordinator Recycling Prog	1	1-40RCS	31,208	33,008	450	4
Deputy Municipal Court Clk*1	13	30S	25,378	27,178	450	4
Director of Data Process.	1	1-40S	43,314	45,114	450	4
Director of Public Health Nursing Service	1	2-30DPHS	30,127	31,927	450	4
Economist	1	11-30PS	25,972	27,772	450	4
Executive Assistant	1	1-30SES	30,488	32,288	450	4
Executive Assistant (to the Business Admin.)	1	30-EAS	38,798	40,598	450	4
Executive Assistant (in the Industrial Comm.)*	1	1-30EAIS	33,456	35,256	450	4
Executive Director Human Rights Comm.	1	7-30S	27,520	29,320	450	4
Field Representative Housing Rehabilitation	1	6-30S	27,880	29,680	450	4
Health Officer	1	1-30CSHO	37,611	39,411	450	4
Housing Coordinator	1	3-30CHS	29,534	31,334	450	4
Insurance Manager	1	7-30S	27,520	29,320	450	4
Market Supervisor	1	1-40MS	37,017	38,817	450	4
Municipal Court Clerk*	1	4-30S	28,601	30,401	450	4
Municipal Superintendent of Weights & Measures	1	6-30S	27,880	29,680	450	4
Personnel Officer	1	1-30SPS	34,410	36,210	450	4
Principal Engineer	1	2-30S	30,148	31,948	450	4

Principal Planner	1	10-30S	26,460	28,260	450	4
Project Coordinator Redevelopment	1	1-30AS	36,190	37,990	450	4
Public Health Nurse Supervisor	2	8-30PHNS	26,926	28,726	450	4
Purchasing Agent	1	1-30SPA	34,410	36,210	450	4
Recreation Supervisor	1	13-30RS	25,272	27,072	450	4
Recreation Supervisor Men & Boys Activities	1	13-30RS	25,272	27,072	450	4
Recreation Supervisor Girls & Womens Act.	1	13-30RS	25,272	27,072	450	4
Registrar of Vital Stats.	1	2-30S	30,148	31,948	450	4
Senior Admin. Analyst	2	11-30SAS	25,972	27,772	450	4
Senior Community Relations Specialist	1	2-30S	30,148	31,948	450	4
Senior Engineer	1	7-30S	27,520	29,320	450	4
Senior Planner	2	11-30PS	25,972	27,772	450	4
Senior Public Works Insp.	1	15-30S	24,679	26,479	450	4
Superintendent of Housing & Inspections	1	4-30S	28,601	30,401	450	4
Supt. of Recreation	1	2-40RS	39,822	41,622	450	4
Supervising Eng'g. Aide	1	1-30ES	34,770	36,570	450	4
Supervising Planner	1	1-30AS	36,190	37,990	450	4
Supervising Planner (Comm. Dev. Program)	1	1-30CS	34,410	36,210	450	4
Supervisor Building Svcs.	2	2-40SPB	27,430	29,680	450	5
Supervisor of Data Processing Programming	1	1-40SDP	32,396	34,196	450	4
Supervisor of Public Bldgs Markets & Docks	1	1-40PBS	41,928	43,728	450	4

Supervisor of Water & Sewage/Billing & Collect	1	10-30WSS	26,460	28,260	450	4
Treasurer Public Employees Retirement System	1	7-30S	27,520	29,320	450	4
Welfare Inves. Supervisor	1	15-30S	24,679	26,479	450	4
Chief Emergency Medical Technician	1	1-40EMS	31,585	33,835	450	5
Supervising Emergency Medical Technician	5	3-40EMS	29,550	31,800	450	5
Building Subcode Official	1	1-35SBS	37,791	39,591	450	4
Elect. Subcode Official	1	1-35SES	37,791	39,591	450	4
Plumbing Subcode Official	1	1-35SPS	37,791	39,591	450	4

Notes: \* Ordinance is required to be adopted by City Council.  
All others are by Executive Order of the Mayor.

APPENDIX "A-3"  
CITY HALL SUPERVISORS--KEY PERSONNEL  
SALARY SCHEDULE

EFFECTIVE APRIL 1, 1991:

<u>Title</u>	<u>T/O</u>	<u>Range</u>	<u>Min.</u>	<u>Max.</u>	<u>Inc.</u>	<u>Step</u>
Assistant Business Adm.	1	1-30CSAB	41,031	42,831	450	4
Assistant Chief Clerk (Accounts & Control)	1	15-30S	26,135	27,935	450	4
Assistant Chief Clerk (Water Utility)	1	14-30S	26,515	28,315	450	4
Assistant Comptroller	1	1-30S	33,896	35,696	450	4
Assistant Construction Official	1	1-30ACS	39,533	41,333	450	4
Assistant Municipal Engr.	1	1-30CS	36,402	38,202	450	4
Assistant Municipal Treas.	1	1-30S	33,896	35,696	450	4
Assistant Welfare Director	1	9-30S	28,394	30,194	450	4
Auditor	1	1-30S	33,896	35,696	450	4
Chief of Admin. Services (Construction)	1	1-30ADS	38,279	40,079	450	4
Chief of Admin. Services (Community Develop.)	1	1-30CS	36,402	38,202	450	4
Chief Asst Assessor	1	5-30S	29,892	31,692	450	4
Chief Elect. Inspector	1	1-30S	33,896	35,696	450	4
Chief Clerk (Accounts & Control)	1	9-30S	28,394	30,194	450	4
Chief Clerk (Community Development)	1	16-30S	24,458	26,258	450	4
Chief Clerk (Health, Welfare & Housing)	1	12-30S	27,254	29,054	450	4
Chief Clerk (Violations)*	1	1-30S	33,896	35,696	450	4
Chief Clerk (Utilities)	1	1-30CCS	36,402	38,202	450	4
Chief License Inspector	1	1-30CLIS	33,270	35,070	450	4
Chief Loan Advisor	1	9-30S	28,394	30,194	450	4

Chief Plumbing Inspector	1	1-30S	33,896	35,696	450	4
Chief Sanitary Inspector-- Ind. Hygiene and Air Pollution Control	1	1-30CSIS	36,647	38,447	450	4
Code Enforcement Officer	1	1-30CEOS	36,759	38,559	450	4
Coordinator for Federal & State Aid	1	5-30S	29,892	31,692	450	4
Coordinator Recycling Prog	1	1-40RCS	33,023	34,823	450	4
Deputy Municipal Court Clk*1	13	30S	26,873	28,673	450	4
Director of Data Process.	1	1-40S	45,795	47,595	450	4
Director of Public Health Nursing Service	1	2-30DPHS	31,883	33,683	450	4
Economist	1	11-30PS	27,499	29,299	450	4
Executive Assistant	1	1-30SES	32,264	34,064	450	4
Executive Assistant (to the Business Admin.)	1	30-EAS	41,031	42,831	450	4
Executive Assistant (in the Industrial Comm.)*	1	1-30EAIS	35,395	37,195	450	4
Executive Director Human Rights Comm.	1	7-30S	29,133	30,933	450	4
Field Representative Housing Rehabilitation	1	6-30S	29,512	31,312	450	4
Health Officer	1	1-30CSHO	39,779	41,579	450	4
Housing Coordinator	1	3-30CHS	31,257	33,057	450	4
Insurance Manager	1	7-30S	29,133	30,933	450	4
Market Supervisor	1	1-40MS	39,152	40,952	450	4
Municipal Court Clerk*	1	4-30S	30,273	32,073	450	4
Municipal Superintendent of Weights & Measures	1	6-30S	29,512	31,312	450	4
Personnel Officer	1	1-30SPS	36,402	38,202	450	4
Principal Engineer	1	2-30S	31,905	33,705	450	4

Principal Planner	1	10-30S	28,014	29,814	450	4
Project Coordinator Redevelopment	1	1-30AS	38,279	40,079	450	4
Public Health Nurse Supervisor	2	8-30PHNS	28,506	30,306	450	4
Purchasing Agent	1	1-30SPA	36,402	38,202	450	4
Recreation Supervisor	1	13-30RS	26,761	28,561	450	4
Recreation Supervisor Men & Boys Activities	1	13-30RS	26,761	28,561	450	4
Recreation Supervisor Girls & Womens Act.	1	13-30RS	26,761	28,561	450	4
Registrar of Vital Stats.	1	2-30S	31,905	33,705	450	4
Senior Admin. Analyst	2	11-30SAS	27,499	29,299	450	4
Senior Community Relations Specialist	1	2-30S	31,905	33,705	450	4
Senior Engineer	1	7-30S	29,133	30,933	450	4
Senior Planner	2	11-30PS	27,499	29,299	450	4
Senior Public Works Insp.	1	15-30S	26,135	27,935	450	4
Superintendent of Housing & Inspections	1	4-30S	30,273	32,073	450	4
Supt. of Recreation	1	2-40RS	42,111	43,911	450	4
Supervising Eng'g. Aide	1	1-30ES	36,781	38,581	450	4
Supervising Planner	1	1-30AS	38,279	40,079	450	4
Supervising Planner (Comm. Dev. Program)	1	1-30CS	36,402	38,202	450	4
Supervisor Building Svcs.	2	2-40SPB	29,062	31,312	450	5
Supervisor of Data Processing Programming	1	1-40SDP	34,277	36,077	450	4
Supervisor of Public Bldgs Markets & Docks	1	1-40PBS	44,333	46,133	450	4

Supervisor of Water & Sewage/Billing & Collect	1	10-30WSS	28,014	29,814	450	4
Treasurer Public Employees Retirement System	1	7-30S	29,133	30,933	450	4
Welfare Inves. Supervisor	1	15-30S	26,135	27,935	450	4
Chief Emergency Medical Technician	1	1-40EMS	33,446	35,696	450	5
Supervising Emergency Medical Technician	5	3-40EMS	31,299	33,549	450	5
Building Subcode Official	1	1-35SBS	39,969	41,769	450	4
Elect. Subcode Official	1	1-35SES	39,969	41,769	450	4
Plumbing Subcode Official	1	1-35SPS	39,969	41,769	450	4

Notes: \* Ordinance is required to be adopted by City Council.  
All others are by Executive Order of the Mayor.

ARTICLE XXVI-A

UNIFORM AND CLOTHING MAINTENANCE ALLOWANCE

1. The City shall pay to each Supervising Emergency Medical Technician under this Agreement a clothing maintenance allowance of \$125.00. To qualify for payment, the Supervising Emergency Medical Technician must be actively employed as of April 1st of the year payment is to be made. Said payment will be made the second pay period of April, or as soon as possible thereafter.

2. On a replacement basis, the City will provide each Supervising Emergency Medical Technician under this Agreement with the following clothing for work purposes which shall be of good quality and in good condition: One windbreaker, one winter coat, three long sleeve shirts (winter shirts), three short sleeve shirts (summer shirts), four pairs of pants and rain gear, including rain boots, rain jacket and rain hood. Clothing which is damaged as a result of job related activities shall be replaced by the City at its expense. Clothing that is lost or damaged because of the employee's negligence shall be replaced at the employee's expense.

3. Supervisor Building Service, who are employed by the City as of April 1, 1990, will receive \$200.00 as clothing allowance for the year 1990. Payment will be made the second pay period of April 1990. Supervisor Building Service covered by this Agreement, who are employed by the City as of April 1, 1991, will receive \$200.00 as clothing allowance for the year 1991. Payment will be made the second pay period of April 1991.

ARTICLE XXVII

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 XXVIII

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to supervisors 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 XXIX

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 XXX

TRAVEL ALLOWANCE

All employees covered by this Agreement who are required to use privately-owned automobiles in the performance of their daily duties shall be reimbursed for such use at the rate of twenty-six (26) cents per mile.

The use of all privately-owned automobiles must be authorized by the Director in charge or his/her designee.

ARTICLE XXXI

TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from April 1, 1990 through and including the 31st day of March, 1992. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of the expiration, he/she must notify the party in writing not less than sixty (60) days prior to such expiration date.

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

CITY OF ELIZABETH, NEW JERSEY

BY: *Thomas G. Dunn*  
THOMAS G. DUNN, Mayor

ATTEST:

*Anthony R. Pillo*

ANTHONY R. PILLO, DEPUTY CITY CLERK

CITY OF ELIZABETH

CITY HALL SUPERVISORS ASSOCIATION

BY: *Carmine R. Valiante*  
Carmine R. Valiante, President

*Estella R. Pulsfort*  
Estella R. Pulsfort, Secretary

APPROVED AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS
DESCRIPTION

*William D. Jones* William D. Jones Negotiator  
*Joseph Falcone*  
*Joseph Falcone* NEGOTIATOR  
*Thomas E. Dimino* THOMAS E. DIMINO NEG  
*Robert H. Wetzel* Robert H. Wetzel

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