

C10464

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

INTEROFFICE MEMORANDUM

To: Yolanda M. Roberts, City Clerk
From: Bridget S. Anderson, Business Administrator
Date: November 9, 2022
Subject: Filing Agreement

RECEIVED

NOV 9 2022

CITY CLERK'S OFFICE

Enclosed please find an original fully executed Agreement by and Between the City of Elizabeth and Union Council No. 8 Civil Service Association (City Hall Employees) for filing in accordance with the Code of the City Elizabeth.

Should you have any questions, please do not hesitate to contact me.

Thank you for your assistance in this matter.

BSA/ bjp

AGREEMENT
BETWEEN
CITY OF ELIZABETH, NEW JERSEY
AND
UNION COUNCIL NO. 8 NEW JERSEY CIVIL SERVICE ASSOCIATION
(CITY HALL EMPLOYEES)

JULY 1, 2021 THROUGH JUNE 30, 2025

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AGREEMENT entered into this _____ day of _____, 2022 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/her 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 City Employee, in writing, the Employer shall deduct a representation fee from the wages of each employee who elects to join 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 - WORKWEEK

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 VII - 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 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. 11A:8-1 and N.J.A.C. 4A:8-1.1 et seq., or for other legitimate reasons, not inconsistent with the terms and 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.

3. The employer shall provide to the Union Council 8, every 120 days, all contact, and employment information for all employees covered under Union Council 8's collective bargaining agreement. This information may include names, job titles, worksite location, home address, work, home and personal cellular telephone numbers, date of hire and work email address and personal email address, if on file with the employer.

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.

3. Union Council 8 and its representatives may conduct worksite meetings on the employer's premises during lunch and other non-work breaks, as well as before and after the workday, to discuss workplace issues, collective negotiations, administration of collective negotiation agreements, and other matters related to the Union Council 8 duties and internal Union Council 8 matters.

4. Union Council 8 representatives have the right to meet with new employees for 30 minutes within 30 calendar days from that employee's date of hire, without charge for such time against the employee's or representative's pay or leave time.

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 7th year.....	2%
8th year of employment to completion of 11th year.....	4%
12th year of employment to completion of 15th year.....	6%
16th year of employment to completion of 19th year.....	8%
19th year of employment to completion of 24th year.....	10%
25th 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
- B. Resignation
- C. Absence for five (5) consecutive days without leave or notice
- D. Absence for illness, or any 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 Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas
Labor Day	Martin Luther King's Birthday

Juneteenth (*actual day off to
be the third Friday in June.)

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 pre-approved scheduled 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 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

<u>BEGINNING</u>	<u>END</u>	
2nd year	5th year	13 working days
6th year	10th year	15 working days
11th year	15th year	18 working days
16th year	20th year	20 working days
21st year	25th year	23 working days
25 years		26 working days
26 year		27 working days
27 year		28 working days
28 year		29 working days
after 29 years		30 working days

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

3. When any vacation or portion of it cannot be taken in the calendar year when year ends 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 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 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 two-hundred (240) hours.

ARTICLE XV - CALLBACK

(A). 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 for an employee whose standard work week is 30 hours; three and one quarter (3.25) hours of compensatory time for an employee whose standard work week is 32.5 hours; three and one half (3.5) hours of compensatory time for an employee whose standard work week is 35 hours; and three and three quarters (3.75) of an hour for an employee whose standard work week is 37.5 hours; four (4) hours of compensatory time for an employee whose standard work week is 40 hours, whichever applies as explained in ARTICLE XIV of this contract.

(B). This ARTICLE shall be invoked in cases of emergencies, necessity or when it has been determined by a department director that it is required for the efficient and effective operation of the department and shall at no time apply to a pre-determined and/or scheduled assignment outside of an employee's standard hours.

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 to 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 five (5) 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, a portion of the premiums of which shall be paid for the City. The City shall freeze the healthcare contribution rate at the Council 8 member's 2017 rate. The member's contribution shall change if the member's status changes.

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.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City, Effective January 1, 2002, the co-payment will be increased to \$3.00 for each prescription; effective January 1, 2004, the co-payment will be increased to \$5.00 for each prescription. Effective March 1, 2006, the prescription drug plan shall be as follows: (i) Retail (Participating Pharmacies up to 30 day supply) - generic mandated unless there is no generic equivalent with generic co-pay of \$5.00 and brand name co-pay of \$5.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay; (ii) Mail order (Up to a 90-day supply) - mail order co-pay generic \$0.00, brand name \$ 0.00, provided that if the employee insists on a brand name when a generic is permissible, the employee agrees to pay the difference between the cost of the brand name and the generic cost, in addition to a \$5.00 co-pay. A doctor certification must be prepared stating 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. July 1, 2018, the premiums shall be paid by the City, effective July 1, 2018, the co-payment will be decreased from \$5.00 for each prescription to \$3.00 for each prescription for Generic and increased to \$10.00 for name brand and \$0 for mail order.

5. All employees covered by this Agreement and eligible members of their families will be covered by a Dental Plan. The Traditional Dental Benefit is allowed an increase from a

maximum of one thousand dollars (\$1,500) to a maximum of two thousand five hundred dollars (\$2,500). Orthodontic care shall increase from a maximum of one thousand dollars (\$1,000.00) to a maximum of two thousand dollars (\$2,000.00). The Traditional Plan shall now cover 100% of preventative care with a \$25.00 copay per person with a maximum copay amount of \$75.00 per family. The premiums will be paid by the City.

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

7. All eligible employees covered by 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.

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.

The City shall provide separate documents outlining its Covid-19 policies and procedures regarding ongoing operations during the public health pandemic. Council8 agrees and understands that the document may be amended from time to time to reflect Federal/State and Local Guidance regarding specific functions.

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. Effective July 1, 2021 the employees shall be reimbursed to a maximum payment of fifteen thousand (\$15,000) dollars. Payment shall be made within six (6) months of the effective separation date. Employees are entitled to cash out half the accumulated amount up to the maximum amount. 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.

In the event of an employee's death while actively employed, the employee's estate shall be reimbursed for accumulated unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum payment of fifteen thousand (\$15,000) dollars. Payment shall be made within six (6) months of the employee's death.

Attendance Incentive

Effective January 1, 2018, any Council 8 member who does not use a sick day for an entire calendar year will be provide a one-time payment of six hundred twenty five dollars (\$625) payable in the February of the following calendar year. For example, an employee with perfect attendance as of December 31, 2021 shall receive payment in February, 2022.

ARTICLE XXII - MILITARY LEAVE

Military leave shall be as provided by applicable Federal and State Statutes.

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, domestic partner, 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, uncle, niece, or nephew.

4. Special cases will be referred to the employee's Department Director.

Leave with pay as provided for in this section is intended to be used for the purposes of handling necessary arrangements, grieving and attending the funeral of the deceased member of the immediate family and shall not be accumulated. The City has the right to request and receive an obituary for verification.

ARTICLE XXIV - MATERNITY LEAVE

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.

1. 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.

2. 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, 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 absenteeism 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:

2.% effective July 1, 2021;

2.25% effective July 1, 2022;

2.25% effective July 1, 2023;

2.25 % effective July 1, 2024

2. Effective July, 1, 2018, no employee shall be paid less than the starting rate or more than the maximum rate for each classification.

3. The maximum step for each title on the salary guide will be increased \$500 effective July 1, 2017. The increase of the maximum step for each title on the salary guide, however, will not increase the individual salary of any unit member who will receive a 0% increase effective July 1, 2017.

4. The City's promotional salary formula shall reflect the education, experience, years of service in the salary guide.

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 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 located within the Division of Personnel. The Union will be provided with copies of all such postings.

ARTICLE XXXVI - RESIDENCY REQUIREMENT

The residency requirement will be waived for Union Council No. 8 New Jersey Civil Service Association members after fifteen (15) years of permanent employment with the City. The City will take the necessary steps to effectuate this change.

ARTICLE XXXVII - CLOSURE PROTOCOL FOR LOCAL GOVERNMENT OFFICES IN
THE EVENT OF A DECLARED STATE OF EMERGENCY

1. State of Emergency

(A). Local Weather conditions will dictate whether a State of Emergency will be in effect for the City of Elizabeth. The City of Elizabeth Business Administrator will have sole authority in determining whether local weather conditions warrant a closure. All non-essential employees agree to report to work unless instructed to remain home by the Business Administrator or designated agent. In the event a State of Emergency as declared by the Mayor of the City of Elizabeth, the Governor of the State of New Jersey and/or the President of the United States, only essential employees should report to work.

2. Essential Employee

(A). An "Essential Employee" is an employee who is indispensable to the emergency service function of the City of Elizabeth or department and is required to assist the City or department in meeting its operational needs. Essential employees must report to work as scheduled, even if local, state and federal offices are closed due to severe weather or other emergency.

(B). on or about January 15th of every year, every department director shall submit a list of all essential employees and all pertinent contact information within the department to the Business Administrator. Said list may be amended at any time during the course of the year. This list shall vary due to the type of emergency presented.

(C). All essential employees shall be notified accordingly in writing, and a list of such employees and/or classifications shall be kept on file in the Office of the City Clerk and distributed to the appropriate Exclusive Bargaining Representatives.

(D). While the designation "Essential" staff for the most part is pre-determined, the

emergency events may dictate designation of additional staff as "essential." In such cases, they will be personally informed by their supervisors or designees.

3. Method of Communication

(A). Staff shall be kept informed as to the changing circumstances surrounding the emergency event. This may be done through use of a central call in number, the reverse 911 system, press releases, communications through staff meetings or any other communication measure available.

4. Compensation for Essential Employees

(A). Essential employees are compensated at their regular hourly rate of pay, plus equal time off for their scheduled shift. If they are required to work additional shifts or hours in excess of the normal work schedule, they are compensated according to existing rules governing overtime, as set forth in the Fair Labor Standards Act and the rules governing the New Jersey Civil Service Commission.

5. Non-Essential Employees

(A). Non-Essential Employees shall not be charged time off during a declared State of Emergency.

ARTICLE XXVIII - PUBLIC SAFETY TELECOMMUNICATORS

All bargaining unit members who are classified in the Civil Service Position "Public Safety Telecommunicator shall work a 37.5 hour work week with a mandatory 2.5 additional hours pay per workweek at the straight time rate of each step.

Night Shift Differential:

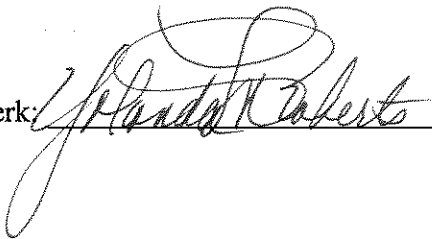
All Public Safety Telecommunicators working the Midnight Shift shall receive a Night Shift Differential of seven hundred and fifty (750) dollars paid annually on or before March of each year.

ARTICLE XXX - TERM OF AGREEMENT

1. This Agreement shall be in full force and effect from July 1, 2021 through and including the 30th day of June, 2025. If either party wishes to terminate, amend or otherwise modify 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.

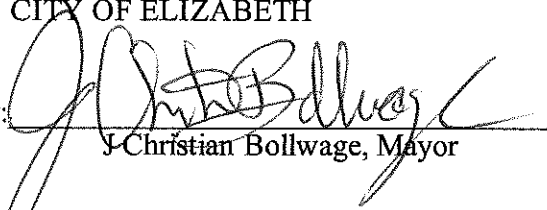
2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event,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

City Clerk:



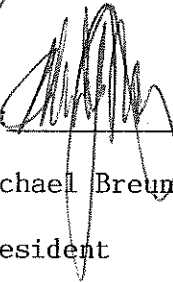
CITY OF ELIZABETH

By:


J. Christian Bollwage, Mayor

UNION COUNCIL 8

By:


Michael Breunig
President
Linda McConnyhead
Vice President

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

SCHEDULE "A"

CITY HALL EMPLOYEES ASSOCIATION

4 year contract 7-01-2021 through 6-30-2025

TITLE #	TITLE	T/O	Position Title	STEPS	INCREMENT	MAXIMUM STEPS	MAXIMUM INCREMENT (325/375-500)	2020 previous base	7-01-2021 (2% inc)		7-01-2022 (2.25% inc)		7-01-2023 (2.25% inc)		7-01-2024 (2.25% inc)	
									Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
00001	ACCOUNT CLERK/35	1	00001-35	3	325	1	825	50,855	50,072	51,872	51,239	53,039	52,432	54,232	53,652	55,452
00004	ACCOUNTANT/35	3	00004-35	3	325	1	825	58,800	58,176	59,976	59,525	61,325	60,905	62,705	62,316	64,116
00010	ADMINISTRATIVE ANALYST (epd)	1	00010-40	3	375	1	875	73,822	73,094	75,094	74,784	76,784	76,512	78,512	78,279	80,279
00010	ADMINISTRATIVE ANALYST (epd)	1	00010-35	3	375	1	875	64,856	63,949	65,949	65,433	67,433	66,950	68,950	68,501	70,501
00010	ADMINISTRATIVE ANALYST/40 (adm)	1	00010-40	3	325	1	825	79,335	79,122	80,922	80,943	82,743	82,805	84,605	84,709	86,509
00020	ADMINISTRATIVE CLERK/30(asse)	1	00020-30	3	325	1	825									
00020	ADMINISTRATIVE CLERK/35	1	00020-35	3	325	1	825	59,475	59,475	61,275	60,854	62,654	62,264	64,064	63,705	65,505
00020	ADMINISTRATIVE CLERK BILG S/E	1	00020-35pw	3	325	1	825	64,027	63,508	65,308	64,977	66,777	66,479	68,279	68,015	69,815
00020	ADMINISTRATIVE CLERK/40	2	00020-40	3	325	1	825	60,950	60,369	62,169	61,768	63,568	63,198	64,998	64,660	66,460
00020	ADMINISTRATIVE CLERK/35	1	00020-35	3	325	1	825	63,926	63,405	65,205	64,872	66,672	66,372	68,172	67,906	69,706
00112	ADMINISTRATIVE SECRETARY (law)	1	00112-35law	3	325	1	825	74,425	74,114	75,914	75,822	77,622	77,568	79,368	79,354	81,154
00112	ADMINISTRATIVE SECRETARY (epd)	1	00112-35epd	3	375	1	875	57,162	56,505	58,305	58,046	59,846	59,622	61,422	61,233	63,033
00112	ADMINISTRATIVE SECRETARY /35	2	00112-35	3	325	1	825	76,873	76,610	78,410	78,374	80,174	80,178	81,978	82,023	83,823
00112	ADMINISTRATIVE SECRETARY/35 (rec)	1	00112-35	3	325	1	825									
00233	AFFIRMATIVE ACTION OFFICER	1	00233-30	3	325	1	825	61,000	61,000	62,800	62,413	64,213	63,858	65,658	65,335	67,135
00239	AIR POLLUTION INSPECTOR	1	00239-35	3	325	1	825	54,131	53,414	55,214	54,656	56,456	55,926	57,726	57,225	59,025
00239	AIR POLLUTION INSPECTOR	1	00239-30	3	325	1	825	58,325	57,692	59,492	59,031	60,831	60,400	62,200	61,800	63,600
00317	ASST ASSESSOR-A	1	317-30B	3	325	1	825	49,976	49,176	50,976	50,323	52,123	51,496	53,296	52,695	54,495
00317	ASST ASSESSOR-B	1	317-30B	3	325	1	825									
00318	ASST ENGINEER	2	00318-30	3	325	1	825	56,397	55,725	57,525	57,019	58,819	58,342	60,142	59,695	61,495
00440	ASST PENSION FUND SUPERVISOR	1	00440-35	3	325	1	825	61,822	61,258	63,058	62,677	64,477	64,128	65,928	65,611	67,411
00668	ASST PUBLIC INFORMATION OFFICER	1	00668-40	3	325	1	825	66,154	65,677	67,477	67,195	68,995	68,747	70,547	70,334	72,134
07445	ASST SECY BOARD/COMMISSION (abc)*	1	07445-30	3	325	1	825	55,641	54,954	56,754	56,231	58,031	57,537	59,337	58,872	60,672
07445	ASST SECY BOARD/COMMISSION (abc)*	1	07445-32	3	325	1	825	60,278	59,684	61,484	61,067	62,867	62,462	64,262	63,928	65,728
00445	ASST SUPT OF WEIGHTS & MEASURES	1	00445-40	3	325	1	825	74,031	73,712	75,512	75,411	77,211	77,148	78,948	78,924	80,724
00445	ASST SUPT OF WEIGHTS & MEASURES	1	00445-40	3	325	1	825									
00755	ASST SUPV OF ACCOUNTS/40	1	00755-40	3	325	1	825	63,620	63,092	64,892	64,552	66,352	66,045	67,845	67,572	69,372
00755	ASST SUPV OF ACCOUNTS/40(ehlp)	1	00755-35	3	325	1	825	63,620	63,092	64,892	64,552	66,352	66,045	67,845	67,572	69,372
00777	ASST SUPV OF SENIOR CITIZEN ACTIVITIES	1	00777-35	3	325	1	825									
00806	ASST VIOLATIONS CLERK/32	2	00806-32	3	325	1	825	51,554	50,785	52,585	51,968	53,768	53,178	54,978	54,415	56,215
08057	AUDITOR ACCOUNTANT TRAINEE	2	08057-35	3	325	1	825	56,070	55,391	57,191	56,678	58,478	57,994	59,794	59,339	61,139
00924	BUILDING INSPECTOR (A)/35	1	00924-35	3	325	1	825	64,162	63,645	65,445	65,118	66,918	66,624	68,424	68,164	69,964
00926	BUILDING INSPECTOR/ZONING OFFICER	1	00926-40	3	325	1	825	87,113	87,055	88,855	89,054	90,854	91,098	92,898	93,188	94,988
06552	BUILDING MAINTENANCE WORKER/SECURITY	3	06552-40	3	325	1	825									
00976	CASHIER/35	1	00976-35	3	325	1	825	50,961	50,180	51,980	51,350	53,150	52,546	54,346	53,769	55,569
01245	CLERK 1	3	01245-30	3	325	1	825	40,531	39,542	41,342	40,472	42,272	41,423	43,223	42,396	44,196
01245	CLERK 130 (efo)	2	01245-30efo	3	325	1	825	40,531	39,542	41,342	40,472	42,272	41,423	43,223	42,396	44,196
01245	CLERK 130 (epd)	2	01245-30epd	3	325	1	825	40,531	39,542	41,342	40,472	42,272	41,423	43,223	42,396	44,196
01245	CLERK 1/32	6	01245-32	3	325	1	825	43,920	42,998	44,798	44,006	45,806	45,037	46,837	46,091	47,891

01245	CLERK 1/35	26	01245-35	3	325	1	825	47,182	46,326	48,126	47,409	49,209	48,516	50,316	49,648	51,448
01245	CLERK 1/35 (efd)	1	01245-35	3	325	1	825	47,182	46,326	48,126	47,409	49,209	48,516	50,316	49,648	51,448
01245	CLERK 1/35 (epd)	13	01245-35	3	325	1	825	47,182	46,326	48,126	47,409	49,209	48,516	50,316	49,648	51,448
01245	CLERK 1/40	10	01245-40	3	325	1	825	53,853	53,130	54,930	54,366	56,166	55,630	57,430	56,922	58,722
03247	CLERK 2	3	03247-30	3	325	1	825	41,542	40,573	42,373	41,526	43,326	42,501	44,301	43,498	45,298
03247	CLERK 2 (epd) +	8	03247-35	3	325	1	825	48,351	47,518	49,318	48,628	50,428	49,763	51,563	50,923	52,723
03247	CLERK 2/32	3	03247-32	3	325	1	825	44,988	43,996	45,796	45,026	46,826	46,080	47,880	47,157	48,957
03247	CLERK 2 /35 (efd)	2	03247-35	3	325	1	825	48,351	47,518	49,318	48,628	50,428	49,763	51,563	50,923	52,723
03247	CLERK 2/35	7	03247-35	3	325	1	825	48,351	47,518	49,318	48,628	50,428	49,763	51,563	50,923	52,723
03247	CLERK 2/40	7	03247-40	3	325	1	825	55,172	54,475	56,275	55,741	57,541	57,036	58,836	58,360	60,160
02773	CLERK 3	2	02773-30	3	325	1	825	47,681	46,733	48,533	47,825	49,625	48,942	50,742	50,064	51,864
02773	CLERK 3 (adm)	1	02773-35	3	325	1	825	59,306	58,692	60,492	60,053	61,853	61,445	63,245	62,868	64,668
02773	CLERK 3 (asse)	4	02773-30	3	325	1	825	54,980	54,178	55,978	55,438	57,238	56,726	58,526	58,043	59,843
02773	CLERK 3 (epd)	2	02773-35	3	325	1	825	55,511	54,821	56,621	56,095	57,895	57,398	59,198	58,730	60,530
02773	CLERK 3 (efd)	2	02773-35	3	325	1	825	55,511	54,821	56,621	56,095	57,895	57,398	59,198	58,730	60,530
02773	CLERK 3/35	9	02773-35	3	325	1	825	55,511	54,821	56,621	56,095	57,895	57,398	59,198	58,730	60,530
02773	CLERK 3/35 (per)	1	02773-35per	3	325	1	825	59,694	59,088	60,888	60,458	62,258	61,859	63,659	63,291	65,091
02773	CLERK 3/40	1	02773-40	3	325	1	825	63,443	62,912	64,712	64,368	66,168	65,857	67,657	67,379	69,179
03859	CLERK 4 (a)	1	03859-35	3	325	1	825	83004	82,864	84,664	84,769	86,569	86,717	88,517	88,709	90,509
03859	CLERK 4 (asse)	1	03859-30	3	325	1	825	61522	60,952	62,752	62,364	64,164	63,808	65,608	65,284	67,084
01266	CLERK TRANSCRIBER/35 (epd)	2	01266-35	3	375	1	875	47,559	46,510	48,510	47,601	49,601	48,717	50,717	49,858	51,858
06491	CLERK/COMMUNITY RELATIONS AIDE	1	06491-40	3	325	1	825	61,762	63,562	63,192	64,992	64,654	66,454	66,149	67,949	
01306	COMMUNITY RELATIONS SPECIALIST (epd)	1	01306-35	3	325	1	825	60,962	60,381	62,181	61,780	63,580	63,211	65,011	64,674	66,474
01313	COMMUNITY SERVICE AIDE/35	1	01313-35	3	325	1	825	60,359	59,766	61,566	61,15					

[illegible]

BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator has advised that an agreement has been reached with representatives of the Union Council No. 8 New Jersey Civil Service Association; and

WHEREAS, this agreement is for a four-year contract term from July 1, 2021 through June 30, 2025. In addition, employees covered under this agreement shall receive a two percent (2%) increase in their respective salary ranges for July 1, 2021, two and one quarter percent (2.25%) for July 1, 2022, two and one quarter percent (2.25%) for July 1, 2023, and two and one quarter percent (2.25%) for July 1, 2024; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby authorizes the Mayor and City Clerk to execute a contract with the Union Council No. 8 New Jersey Civil Service Association. This agreement is for a four-year contract from July 1, 2021 through June 30, 2025; and be it

FURTHER RESOLVED, that employees covered under this agreement shall receive a two percent (2%) increase in their respective salary ranges for July 1, 2021, two and one quarter percent (2.25%) for July 1, 2022, two and one quarter percent (2.25%) for July 1, 2023, and two and one quarter percent (2.25%) for July 1, 2024.

ADOPTED BY CITY COUNCIL
ELIZABETH NJ AT MEETING
JUL 27 2021
YOLANDA M. ROBERTS
CITY CLERK

✓ Mayor	✓ Finance Dir	✓ Personnel	Ad. Atty.
✓ Asst. Admin	Pub. Works Dir	Judge	Plan. Dir
✓ City Atty.	Recreation Dir	Assessor	Chief Fin. Off
✓ Ins. Dir	✓ Treasurer	Engineer	Policy & Plan.
Fire Dir.	Auditor	Ed. Educ	John-Deere Dir
HWH Dir.	Purchasing		

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