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AGREEMENT

BETWEEN

VENTNOR CITY  
ATLANTIC COUNTY

and

TEAMSTERS LOCAL UNION NO. 929

affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA

TERM OF CONTRACT:

JANUARY 1, 1995 TO DECEMBER 31, 1997

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE NO.
20	BEREAVEMENT LEAVE	18
29	BULLETIN BOARDS	22
25	CLOTHING	21
9	DUES DEDUCTION & AGENCY SHOP	8
36	DURATION OF AGREEMENT	25
22	EDUCATIONAL LEAVE	18
5	EMPLOYEE REPRESENTATION	4
27	EQUIPMENT	22
26	EQUIPMENT SAFETY	21
35	FULLY BARGAINED AGREEMENT	24
8	GRIEVANCE PROCEDURE & ARBITRATIONS	6
31	HIRING ADDITIONAL EMPLOYEES	23
14	HOLIDAYS	13
24	HOSPITALIZATION INSURANCE	20
17	INJURY LEAVE	16
34	JOB OPENINGS	24
19	JURY DUTY	17
21	LEAVE OF ABSENCE	18
13	LONGEVITY	12
2	MANAGEMENT RIGHTS	2
3	MAINTENANCE OF WORK OPERATIONS	3
18	MATERNITY LEAVE	17
30	NON-BARGAINING UNIT EMPLOYEES	23
4	NON-DISCRIMINATION	4
11	OVERTIME	10
7	PERSONNEL FILES	5
32	PROBATIONARY PERIOD	23
12	SALARIES	11
23	SENIORITY	19
33	SEPARABILITY & SAVINGS CLAUSE	23
28	SEPARATION	22
16	SICK LEAVE	16
1	UNION RECOGNITION	2
15	VACATIONS	14
6	VISITATION	5
10	WORK WEEK	10

PREAMBLE

THIS AGREEMENT, made this *6th* day of *December*, 19*95* between VENTNOR CITY, Atlantic County, New Jersey (hereinafter referred to as "City"), and TEAMSTERS LOCAL UNION NO. 929, a representative of certain employees of the City (hereinafter referred to as "Union"), represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE 1  
UNION RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive negotiating agent and representative for all blue collar employees employed by the City of Ventnor, but excluding all other employees including police, firemen, craft workers, managerial executives, confidential employees, professionals and supervisors within the meaning of the Act.

B. The word "employee" shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE 2  
MANAGEMENT RIGHTS

A. Ventnor City hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, not inconsistent with the provisions of this Agreement, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as made from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any appropriate disciplinary action against any employee for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to extend such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

D. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The City will notify the Union and the Shop Steward at the time disciplinary action is taken.

### ARTICLE 3 MAINTENANCE OF WORK OPERATIONS

A. The Union hereby agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support an illegal strike, work stoppage or slow-down.

B. The Union agrees that it will make a reasonable effort to deter its members from participating in any illegal strike, work stoppage or slow-down.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

D. The City agrees that it will not engage in the lockout of any of its employees.

ARTICLE 4  
NON-DISCRIMINATION

A. The City and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The City and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from such activity. There shall be no discrimination by the City or the Union against any employee because of the employee's membership or non-membership in the Union.

ARTICLE 5  
EMPLOYEE REPRESENTATION

SHOP STEWARD

A. The employer recognizes the right of the Union to designate Shop Stewards and alternates.

B. The authority of Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The collection of dues, when authorized by appropriate Local Union Action.

3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:

- a. have been reduced to writing, or
- b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the employer's business.

C. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the employer's business, except as authorized by official action of the Union.

D. The employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppages in violation of this Agreement.

E. Stewards shall be permitted to investigate, present and process grievances on or off the property of the employer, without loss of time or pay. such time spent in handling grievance shall be considered working hours in computing daily and/or weekly overtime.

F. Shop Stewards shall be entitled to leave of one (1) day off each calendar year with pay for Shop Steward training and education.

G. The Union must notify the City as to the names of stewards and alternates and accredited representatives of the Union.

H. The stewards and alternates shall be permitted to visit with employees during working hours at their work stations for the purposes of discussion union representation matters by obtaining permission from the head of the department.

#### ARTICLE 6 VISITATION

Authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, examining time sheets and any other records, pertaining to the computation of compensation or fringe benefits of any individual or individuals, ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the City's working schedule.

#### ARTICLE 7 PERSONNEL FILES

A. The City shall provide personnel files or confidential records which shall be maintained under the direction of the City Administrator or his designated representative.

B. Upon prior notice to, and authorization of the City Administrator or his designated representative, all employees shall have access to their individual personnel file.

C. Employees may inspect the contents of their personnel file under the following conditions:

1. They must make an appointment with the director of personnel of his designee.
2. Nothing may be removed from the file.
3. Nothing may be written by the employee on any papers in the file.
4. The employee, if he or she so requests, will be accompanied by the Union Shop Steward, or alternate.
5. Employee may photocopy his file and initial contents provided that the employee shall pay the reasonable cost of copying.

D. The City shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to review, sign and receive a copy of and comment in writing upon the adverse material; unless the employee waives these rights.

E. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file and said response shall be placed in the employees individual personnel file.

F. Any employee whose job performance or conduct becomes subject to evaluation, shall have the right to a conference to review such evaluation. Evaluation of any employee shall be signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation.

## ARTICLE 8 GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment controlled by statute or administration regulation, incorporated by reference in this Agreement, either expressly or by operation of law shall not be processed beyond Step Three herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union shall institute action in writing under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the difference between aggrieved employees and the Immediate Supervisor for the purpose of resolving the matter informally. Failure to act within five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no Agreement can be reached within five (5) working days of the initial discussion with the Superintendent, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the Superintendent or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Superintendent or his designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Superintendent, such appeal shall be presented in writing to the Commissioner or the Governing Body's designee within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Commissioner shall respond, in writing, to the grievance within five (5) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the City and the Union. Any other expense, including but not limited to the presentation of the witnesses, shall be paid by the parties incurring same.



E. 1. The parties direct the Arbitrator to decide, as to preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdraws from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Commissioner on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or Union.

G. Upon authorization of the Commissioner, the designated Union representatives shall be permitted as members of the grievance committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees without loss of pay, provided the conduct of said business does not diminish the effectiveness of Ventnor City or require the recall of off-duty employees. Said authorization shall not be unreasonable withheld.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

## ARTICLE 9 DUES DEDUCTION & AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or any official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

E. A written dues authorization may be withdrawn in accordance with N.J.S.A. 52:14-15.9e as amended, or may be amended.

F. Effective January 1, 1986, the City agrees to deduct the fair share fee from earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of fair share assessment must also be furnished to the New Jersey Public Employment Relations commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees with the Unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment, information as furnished by the Union to the City, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

M. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union and this Agreement has been executed by the City after it had satisfied itself that the Union is a proper majority representative.

#### ARTICLE 10 WORK WEEK

A. The normal work week shall consist of forty (40) hours of five (5) days of eight (8) hours each, Monday to Friday.

B. Each employee shall be guaranteed eight (8) hours work for each day scheduled.

C. The parties agree that they shall discuss changes in the basic work week, the basic work day and/or the starting and quitting times prior to the implementation of such changes, and that the Union shall have the right to submit written recommendations with respect to any such changes.

D. On pay day, employees shall receive their pay checks by the end of the morning work shift.

#### ARTICLE 11 OVERTIME

A. The City agrees that overtime shall be given to all employees covered by this Agreement for all hours worked in excess of eight hours in a day or forty hours in a week. There shall be a minimum notice of two (2) hours when there is to be any overtime when possible.

B. Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay or one and one-half (1-1/2) times the number of overtime hours in compensatory leave.

C. Any employee required by the City to work on Saturday shall receive pay at the rate of one and one-half (1-1/2) times the regular hourly rate.

D. Any employee required by the City to work on Sunday shall receive pay at the rate of double the regular hourly rate.

E. An employee may elect to receive overtime compensation in the form of pay up to an annual limit of One Thousand, Two Hundred and Fifty Dollars (\$1250.00).

F. When an employee is called to work, he shall be guaranteed a minimum of four (4) hours compensation. However, this shall not apply to work contiguous with the employee's normal work day. Furthermore, this section shall not apply to employees currently employed as "call men" who are specifically compensated for their call-work.

G. When an employee is called in to work pursuant to Section F above, provided there is work to be done, the City may require the employee called in to work for the full four (4) hours.

H. Overtime shall be distributed as equitable as possible; so long as the employee is available and has the ability to perform overtime work. No foreman or supervisors will be called in to do Union work, provided there are Union members available to do such work.

I. Overtime is defined as all time worked beyond the regularly scheduled work week or work day. The City shall have the right to require reasonable assignment of overtime work, such assignment shall be performed by Union employees unless there is good cause for refusal thereof. An employee who has good cause for refusal thereof shall not be discriminated against or disciplined. The City shall make every reasonable effort to distribute overtime equitably among employees in occupations in which overtime occurs.

J. When an employee is called into work during an emergency, the City shall pay for a one-half (1/2) hour break after the employee has worked four (4) consecutive hours.

## ARTICLE 12 SALARIES

A. The salaries for all employees covered by this collective Bargaining Agreement shall be as follows:

B. Effective January 1, 1995, all employees covered by this Agreement shall receive a salary increase of One Thousand Two Hundred Dollars (\$1,200.00).

C. Effective January 1, 1996, all employees covered by this Agreement shall receive a salary increase of One Thousand Two Hundred Dollars (\$1,200.00).

D. Effective January 1, 1997, all employees covered by this Agreement shall receive a salary increase of One Thousand Two Hundred Dollars (\$1,200.00).

E. Employees working out of title, shall receive eight percent (8%) of his pay rate for all hours worked out of title.

F. The City agrees that each member of the bargaining unit shall be eligible to multiple titles.

G. Any employee who holds and maintains a valid Commercial Drivers License under the Rules and Regulations of the New Jersey Division of Motor Vehicles will receive One Hundred and Fifty dollars annually. Payable with Boot Allowance as stipulated in ARTICLE 25, Section D.

ARTICLE 13  
LONGEVITY

Effective January 1, 1995, each employee covered by this Agreement shall receive in addition to his base salary, a longevity increment as follows:

Completed Years of Continuous & Uninterrupted Service	Amount
After five (5) yrs. of service	2% of base salary
After ten (10) yrs. of service	4% of base salary
After fifteen (15) yrs. of service	6% of base salary
After twenty (20) yrs. of service	8% of base salary
After twenty-five (25) yrs. of service	10% of base salary

ARTICLE 14  
HOLIDAYS

A. The official holidays for all employees will be as follows:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day	Veterans Day
(3rd Monday in February)	Good Friday
Memorial Day	Thanksgiving Day
(Last Monday in May)	Friday after Thanksgiving
July 4th	Christmas Day
Labor Day	

B. If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. In the event that an official holiday is observed during the employee's vacation, he shall be entitled to an additional vacation day. Should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.

D. If an employee is required to work on a holiday, he shall receive double his regular salary for holiday, provided that it is not a previously scheduled work day.

E. All members shall enjoy three (3) personal holidays per year, to be taken at his option, providing his absence does not interfere with the manpower needs of the department. These personal days shall not be cumulative.

F. Any employee, other than Pump Operators working on any of the above listed holidays, shall be paid double time for all hours worked plus eight (8) hours holiday pay.

**ARTICLE 15**  
**VACATIONS**

A. All permanent employees shall be granted the following annual leave for vacation purposes, with pay in and for each calendar year, except as otherwise herein provided:

<b>YEARS OF SERVICE</b>	<b>VACATION DAYS</b>
One (1) yr. to two (2) yrs. of service	One (1) day for each month of service
Two (2) yrs. to four yrs. of service	Twelve (12) working days
Five (5) yrs. to nine (9) yrs. of service	Fifteen (15) working days
Ten (10) yrs to sixteen (16) yrs of service	Twenty (20) working days
Seventeen (17) yrs. to twenty (20) yrs of service	Twenty-two (22) working days
Twenty (20) yrs. or more of service	Twenty-seven (27) working days

Other employees shall receive vacation leave pursuant to Civil Service rules and regulations.

B. All vacation time shall be scheduled as the needs of the City requires, on the basis of seniority. Each and every full-time employee must take the authorized annual vacation and compensation will not be allowed in place of vacation time unless otherwise authorized by the City Commissioner and earned.

C. Any employee who has requested vacation time prior to thirty (30) days of said vacation and has this vacation time approved, may not be bumped by senior members if the approval was received thirty (30) days prior to the commencement of the vacation time.

**ARTICLE 16**  
**SICK LEAVE**

A. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill and requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or need of the employee's attendance upon a member of the employee's immediate family.

B. Sick leave shall be granted to full, part-time, provisional or permanent employees. With respect to said full time, provisional or permanent employees sick leave shall be granted as follows:

One (1) working day for every month of service during the first calendar year of service and fifteen (15) working days every continuous calendar year thereafter.

Specifically, where employees have left the City's employ and subsequently were re-employed, the date of re-employment is to be used as employee's service date with the City for purposes of crediting sick leave. Other employees shall receive sick leave pursuant to Civil Service rules and regulations.

C. The City Clerk will receive record cards for each employee upon which there will be recorded the total sick leave for each employee. All absences will be maintained upon these cards and all sick leave earned and consumed or used for each completed continuous service year will be recorded on this record and copies supplied to the Finance Chairman and City Treasurer-Comptroller.

D. Annual sick leave may be allowed to accumulate indefinitely to provide for medical conditions that require extensive leave of absence. However, there will be entitlement for pay of accumulated sick leave upon termination of employment in the amount of one (1) day for every one (1) day accumulated with a maximum payment upon retirement in the amount of Eleven Thousand Dollars (\$11,000.00) for 1995, Eleven Thousand, Five Hundred Dollars (\$11,500.00) for 1996 and Twelve Thousand Dollars (\$12,000.00) for 1997 . Provided that the retiree has at least twenty (20) years of service.

E. Nothing contained herein shall be considered in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or illness, but these provisions are to be construed and administered in conjunction therewith.

F. Any employee maybe entitled to the following sick bonus program:

Zero to One (1) Sick day per quarter	=	\$ 50.00
Zero to Two (2) Sick day per quarter	=	\$ 25.00

Jan 1. thru March 31st	=	1st Quarter (Not to exceed Two Days)
April 1 thru June 30th	=	2nd Quarter (Not to exceed Four Days)
July 1 thru September 30th	=	3rd Quarter (Not to exceed Six Days)
October 1 thru December 31st	=	4th Quarter (Not to exceed Eight Days)

If an employee uses the maximum or total cumulative number of allowable sick days for the quarter, said employee will not be eligible for any subsequent quarter bonus. Any employee who is suspended will not be eligible for the sick bonus in that particular quarter. Bonus will be paid in the month following the quarter when it is earned.



ARTICLE 17  
INJURY LEAVE

A. Injury leave shall be granted with full pay to employees temporarily disabled through illness or injury arising as a result of and in the course of their respective employment subject to review by a physician of the City's choice.

B. Said injury leave for temporary disability shall be governed by the statutes of the State of New Jersey and particularly the Workmen' Compensation statute under Chapter 15, Title 34 of the Revised Statutes.

C. Said injury leave shall extend for the time period set forth in said statutes.

D. During the period within which an employee is entitled to receive injury leave pay, the City shall give the employee his full salary payment. In return, the employee shall surrender any compensation, disability or other payment to the City.

E. Any employee who is injured, whether slight or severe while working, must report immediately to his immediate supervisor.

F. Any employee covered under the provisions of this Agreement shall, as soon as practicable, but in no event later than five (5) calendar days after a physical injury has occurred, file a workmen' compensation petition, and forward a copy of said petition to the City. Failure to do so shall render this provision for payment of salary void, and said salary cease forthwith.

G. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

H. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

I. If the City can prove that an employee has abused privileges under this Article, the employee will be subject to disciplinary action by the City. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the City to the extent which is provided within this Agreement and in the ordinance in effect governing the Ventnor City Fire Department.

ARTICLE 18  
MATERNITY LEAVE

A. Maternity leave without pay may be granted to an employee with a minimum of one (1) year's service.

B. It shall be the responsibility of any employee on maternity leave to advise the City Clerk of the date of return to work one (1) month prior to returning.

C. Any employee returning from maternity leave will resume employment at the same step as when the leave commenced.

ARTICLE 19  
JURY DUTY

A. It is the public policy of this City to encourage City employees to perform all their duties and responsibilities of citizenship and, accordingly, if any municipal employee is legally selected for Jury Duty, every effort shall be made to enable such employee to serve as a Juror.

B. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily Jury fee, subject to the following conditions:

1. The employee must notify his supervisor immediately upon receipt of a summons for Jury Service:
2. The employee has not voluntarily sought Jury Service;
3. No employee is attending Jury Duty during vacation and/or other time off from City employment, and;
4. The employee submits adequate proof of time served on the Jury and the amount to be received for such service.

ARTICLE 20  
BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the date of the funeral, but in no event shall said leave exceed three (3) working days, unless the funeral takes place outside a sixty (60) mile radius of Ventnor, New Jersey at which time the employee will receive two (2) additional days. In case of death in the immediate family of an employee, any reasonable proof required by the Department Head shall be sufficient.

B. The "immediate family" shall include spouse, child, parent, brother, sister, parent-in-law, sister-in-law, brother-in-law, spouses's grandparents grandparent or relative of the employee who resided with the employee at the time of death or the death of a relative with whom the employee lives.

C. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

ARTICLE 21  
LEAVE OF ABSENCE

A. A leave of absence without pay will be granted to an employee of the City when such leave of absence without pay benefits the City.

The leave of absence shall be thirty (30) days and may be extended for like periods at the sole discretion of the City up to a maximum of one (1) year.

permission for extension must be secured from the City with notice to the Shop Steward.

B. A determination as to whether or not said leave of absence without pay will benefit the City shall be made by the Department head and the Commissioner in charge after receipt from such individual of an application for said leave, which application shall be made sixty (60) days before the contemplated leave.

ARTICLE 22  
EDUCATIONAL LEAVE

The employer may grant the employee educational leave. The purpose of such leave is to permit an employee to pursue special work or training related to his employment which will improve his competence and capacity in his service to the City. Such training must be of direct value to the employer and limited to providing knowledge or skills which cannot be provided through available in-service training. Cost of such training is to be borne by the employer. The employer will also pay

the employee his regular salary during such leave if the training occurs during working hours. The granting of such leave is solely within the discretion of the City.

ARTICLE 23  
SENIORITY

A. Straight seniority shall prevail particularly as to lay-offs and re-employment, promotions, transfers from one department to another within the plant, one job to another, or for assignments for overtime work and shall be conditioned upon the ability of the employee to perform the duties of the job to which seniority privileges may otherwise entitle him.

B. Seniority shall prevail in the assigning of overtime and for any job openings.

C. When employees are called in for snow days and as long as there are trucks on the street, there must be a mechanic in the garage.

D. Should it be necessary to lay-off employees because of lack of work or financial difficulties, the City shall resort to strict seniority, which means the last employee hired shall be the first employee laid off, provided the senior employee has the skill and ability to do the job and as long as the lay-off's and re-hiring are done by title.

E. The City agrees to give at least forty-five (45) days notice whenever making lay-off's. Written notice to the Shop Steward and affected employees shall be given whenever possible. All employees laid off shall receive two (2) weeks' severance pay.

F. All employees of the City shall be credited with seniority from date of employment within the bargaining unit which shall be called employment seniority. If employee comes from a different city department or agency that is not a part of this Collective Bargaining Unit, their prior city service shall not be counted for any contractual or seniority benefit privilege.

G. The City, when recalling laid-off employees, shall notify the Shop Steward and the employees in writing. Notice to the employees shall be personally delivered or mailed to the employees last known address by certified mail with return receipt, and the employee shall have five (5) working days from the date of receipt of such notice to respond to such recall notice.

H. The Shop Steward will have super seniority over all Union members and be the last laid-off.

ARTICLE 24  
HOSPITALIZATION INSURANCE

A. The City agrees to continue to provide at least equal health insurance coverage and payment as currently in effect for all employees and the dependents of those employees currently covered by this Agreement.

B. Any new employee hired after the start of this Agreement shall receive the same health insurance coverage as those already covered for themselves during the terms of this Agreement.

C. The City agrees to continue to provide Major Medical Insurance at the City's expense.

D. It is agreed that the City has the right to change the carriers of its insurances. It is further agreed that if a change in carriers or plans is made, the coverages and benefits to the employees shall be at least equal to those that existed under the previous plan and/or carrier being replaced.

E. The City agrees to provide a deductible prescription card a deductible prescription card system for each employee and his/her dependents, effective January 1, 1996. As per the following schedule:

Generic Source	\$3.00 per prescription
Multi-Brand Name Source	\$7.00 per prescription
Single Source	\$3.00 per prescription

F. The City agrees to provide optical services either as set forth on attached Appendix A, or by reimbursement or doctor participation, for each employee and his/her dependent(s) as per the following schedule:

One examination, set of lenses, frames, every 24 months to the following extent:

Examination	\$ 35.00
Lenses (per pair, glass or plastic)	
Single Vision	\$ 20.00
Bifocal	\$ 30.00
Trifocal	\$ 40.00
Contacts (cosmetic)	\$ 50.00
Contacts (medical)	\$200.00
Frames	\$ 25.00

G. The City agrees to provide a minimum Dental Plan, either by reimbursement or mandatory use of participating dentists if such dentist-participation plan exists, for each employee and his/her dependents, as per Appendix B attached hereto. Effective January 1, 1989, such Dental Plan

shall be upgraded to include orthodontic coverage for adults and children. Such orthodontic coverage shall be a 50% co-pay program with a lifetime maximum of \$1,500.00 per member of the family.

H. Any increases in benefits that the City gives other employees of the City of Ventnor shall also be given to the employees covered by this Agreement.

I. Changes to said Major Medical Plan are outlined per attached Appendix C., said changes are in effect beginning January 1, 1996.

#### ARTICLE 25 CLOTHING

A. The City shall supply appropriate employees with new work gloves, hard hats, car harts and rain gear within thirty (30) days of their employment.

B. The City agrees to replace said work gloves, hard hats, car harts, and rain gear if they are properly turned back to the City in a worn condition.

C. If any employee's work gloves, and/or hard hats, and/or car harts, and/or rain gear are lost, abused or stolen, the employee shall be responsible for said work gloves, and/or hard hat, and/or car harts, and/or rain gear and shall pay for their replacement.

D. The City agrees to provide One Hundred Dollars (\$100.00) toward the purchase of a pair of safety shoes by May 1st of each year by separate check.

E. In the event a new employee does not remain with the City of Ventnor for twelve (12) months, the cost of the safety equipment shall be deducted for his/her last pay check.

#### ARTICLE 26 EQUIPMENT SAFETY

A. In the event that an employee has a good faith reason to believe that a piece of equipment is unsafe to operate, said employee shall immediately have the equipment inspected by the mechanic on duty.

B. If the mechanic on duty determines that the equipment is safe to operate and the employee is not satisfied with that determination, the employee may immediately appeal to the mechanic's superintendent or his designee, who shall personally inspect the equipment.

C. If the superintendent or his designee determines that the equipment is safe and the employee is still dissatisfied, the employee may immediately appeal the decision to the Business Administrator, whose decision shall be final and binding.

D. The employee shall not be required to operate the equipment during the inspection and appeals, but the parties agree that the inspection and appeals process shall proceed as quickly as possible.

E. When a review is conducted on an accident that involves any employee covered by this Agreement, the employee in question shall be present and have the option to have the Shop Steward present at any safety committee hearing.

#### ARTICLE 27 EQUIPMENT

A. When possible, the City agrees that new or updated equipment shall have power steering.

#### ARTICLE 28 SEPARATION

A. Employees who resign, will tender their resignation in writing to the City Clerk, if possible, at least two (2) weeks prior to the effective date of the resignation in order to provide sufficient time for appointing and instructing a successor.

B. All employees will, when leaving the service of the City, complete and sign a "termination receipt" when receiving their final compensation. This receipt will be filed in the employee's personnel file as evidence of the satisfaction of all claims against the City.

#### ARTICLE 29 BULLETIN BOARDS

A. All job openings will be posted by the superintendent, on the Union bulletin board, located in the City Yard lunch room. A copy shall be placed in the Union mail box in City Hall. This posting will also apply to all applications for promotions or transfers.

ARTICLE 30  
NON-BARGAINING UNIT EMPLOYEES

A. Non-bargaining unit employees shall not perform any bargaining unit work except in cases of instruction, absenteeism or emergency.

ARTICLE 31  
HIRING ADDITIONAL EMPLOYEES

A. The City shall notify the Shop Steward when any new employees are to be hired to fill positions within the terms of this Agreement.

B. The Union shall have the right to send applicants to make applications for the position. The City agrees to interview such applicants as acceptable and give the same interview consideration to Union-sent applicants as is given to applicants from other sources.

C. This provision shall not be deemed to require the City to hire Union applicants or to preclude the City from hiring employees from other sources.

ARTICLE 32  
PROBATIONARY PERIOD

A. All employees, prior to becoming a permanent employee with the City, shall serve a probationary period of ninety (90) calendar days. During the probationary period the employee may be discharged without recourse, provided that the City may not discharge nor discipline for the purpose of evading this Agreement or discriminating against Union members.

B. In case of discharge within the probationary period, the City shall notify the Union in writing.

C. Probationary employees shall not be eligible for or receive any medical, dental, or other benefits within this ninety (90) day probationary period.

ARTICLE 33  
SEPARABILITY AND SAVING CLAUSE

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.



ARTICLE 34  
JOB OPENINGS

A. When a job opening exists within the departments affected by this Agreement, first opportunities for this position will be afforded to City employees. Employees must meet all requirements for said opening.

B. Employees who are chosen for said position will have a two (2) week trial period. Employees who wish to return to their previous position must submit this request, in writing, to their immediate supervisor within the trial period.

C. Provisional employees awaiting Civil Service permanent classification will receive a \$1,500.00 increase at the completion of a six (6) month provisional period.

Should the employee fail to file, fail to meet job requirements or not be chosen from a certified Civil Service list, this \$1,500.00 increase in salary will be forfeited from that point on.

D. Any employee who is promoted to Foreman shall receive \$2,000.00.

ARTICLE 35  
FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 36  
DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1995, and shall remain in effect to and including December 31, 1997, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150), nor no later than one hundred twenty (120) days prior to the expiration of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Ventnor City, New Jersey, on this 6th day of December 1995.

VENTNOR CITY

*[Signature]*  
Mayor  
*[Signature]*  
Lindsay's Beuge  
City Clerk

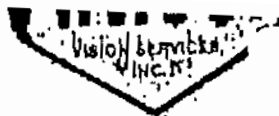
TEAMSTERS LOCAL UNION NO. 929

*[Signature]*  
James P. Burnside  
*[Signature]*  
Gen. Rep.

APPENDIX A

OPTICAL PLAN

The City agrees to provide Optical services as set forth in the Outlook Discount Vision Plan. To enroll in this plan, employees and their dependents may purchase a one (1) year enrollment card at the cost of Sixteen Dollars (\$16.00). This cost shall be paid by the City of Ventnor City. All employees will be provided a booklet setting forth in detail the benefits and features of this plan which includes, but is not limited to, discount purchases for both the employee and their dependents on contact lenses and an additional discount program for mail order purchases.



**FRANK J. SIRACUSA  
AND SON**

30 So. New York Avenue  
Albany City, N.Y. 12201  
609-244-7176

Outlook Vision Services has established a vision care program dedicated to providing the highest quality vision and eyewear available. This nationwide network of professional vision care providers includes specialists in the field of optometry and the dispensing of eyewear.

Benefits of being an Outlook member include:

- o Vision care for employees and dependents guaranteeing wholesale prices.
- o Unlimited selection and no limit on quantity.
- o A personalized I.D. Card listing the toll free (800) locator service which provides you with the nearest provider locations.
- o Large provider network consisting of national vision care centers (Wall and Ochs, Sears, 20/20 Vision Centers, Sterling Optical, etc.) plus individual opticians.
- o Free or discounted eye examination at selected/approved locations. Just call the toll free (800) number for the location nearest you.
- o Guaranteed satisfaction or 100% refund within 30 days. All merchandise is covered by manufacturer's warranty for materials and workmanship.
- o Guaranteed lowest price. Outlook will cheerfully refund the difference if a member can purchase identical eyewear at a lower retail price.
- o Contact Lens Replacement Program, "Lens Express" Unique Mail Order service which saves up to 60% on the cost of name brand contact lenses (Bausch and Lomb, Ciba, Alcon, etc.) and all sundry items. Toll Free (800) Number provided to replace contact lenses.

Your Outlook vision care card is proof of membership. It's all you need to receive discounts and/or service from approved providers.

How to use YOUR Outlook Membership Card:

1. Call the toll free number listed on the card 1-800-342-7188 for the nearest location and benefits available.
  - a) Simply tell them the zip code of the area where you wish to purchase your eyewear and they'll tell you the name, address and telephone numbers of the providers in that area.
2. Present your Outlook membership card, no claim form required or pre-approved waiting period. Select the eyewear you want.
3. Simply pay the eyecare center the discounted amount at the time of purchase.
4. Satisfaction guaranteed or your money back.

How to Use the Lens Express Benefit

1. Obtain your contact lens prescription from your Doctor or call the toll free number and give them your Doctor's name and telephone number and they will obtain it for you.
2. Call the toll free number 1-800-466-LENS and tell them you are an Outlook member, give them your identification number on your membership card and tell them your prescription.
3. All lenses are factory fresh and shipped in original factory sealed sterile vials within 24 hours via Federal Express (except special orders).
4. Payment options include: Visa, MasterCard, American Express, Diners Club, Discover Card, Carte Blanche, Personal Check, Money Order and C.O.D. orders.
5. 100% money back guarantee for lenses returned within 30 days in unopened vials. 100% merchandise credit for lenses that are defective from manufacturer returned within 30 days in vials that have been opened.

ADDENDUM B

HEALTH BENEFITS

A. Pre-Certification and CPR non-compliance. Penalty for non pre-certification \$ 250.00.

B. Medical Deduction:	<u>From</u>	<u>To</u>
Single Coverage	\$ 100.00	\$ 200.00
Family Coverage	\$ 200.00	\$ 400.00

C. Well Baby Care

Benefits are payable for pediatric visits for general and preventative medical care, including immunizations for eligible dependent children up to six (6) years of age. Not to exceed four(4) visits per child annually, ten (10) per child lifetime.

D. Physical Examination

- 1.) Comprehensive history and physical examination.
- 2.) Electrocardiogram (EKG) to detect heart abnormalities.
- 3.) Complete blood chemistry laboratory profile to include:
  - a. Complete blood count - to detect anemia and blood disorders.
  - b. Blood sugar - to detect diabetes.
  - c. Serology - to detect syphilis.
  - d. Liver function testing - (SGOT, SGPT, alkaline phosphatase, albumin, globulin, CDH, A/G ratio, total protein, bilirubin).
  - e. Renal function testing - to detect kidney disorders (BUN and creatine, urinalysis).
  - f. Uric acid - to detect gout.
  - g. Electrolytes - to detect levels of potassium and sodium - (Na, K+, Chloride).
  - h. Thyroid function tests - (T3, T4, T7) - to detect metabolism.
  - i. Lipid Profile - including cholesterol,

triglycerides, HDL and LDL levels of blood fats to detect the risk of atherosclerosis and pre-mature heart disease.

- 4.) PA and lateral chest x-ray - to detect lung disorders and emphysema.
- 5.) Complete pulmonary (lung) function testing - to detect emphysema, asthma, and other lung/breathing disorders.

- 6.) Rectal/hemocult examination - to detect early rectal/colon cancer.
- 7.) Visual acuity testing - to detect eye and vision disorders
- 8.) Audiometry and tympanometry - to detect early hearing loss and ear disorders.

Individual counseling is available for stress management, nutrition and proper diets, high blood pressure, exercise, prescriptions and stop smoking programs, if requested by the patient, or otherwise indicated.

Limited to employee only and one per calender year (annual).