

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

LOCAL 210

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

UNIT-2

January 1 2006 through December 31, 2010

Changes are in **Bold**

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This "Agreement" dated **March 1, 2007**, by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and Local Union 210, Unit-2 of the International Brotherhood of Electrical Workers, affiliated with the AFL/CIO, hereinafter referred to as the "Union". This Agreement is entered into in order to promote and ensure harmonious relations, cooperation and understanding between the City and its employees; to prescribe the rights and duties of the City and its employees; and to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Vineland and its employees. It is the intent of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey which govern public employment.

Article 1 - Recognition

The City recognizes the Union as the sole and exclusive representative of all full-time City employees as certified to the parties by the New Jersey Public Employment Relations Commission (**PERC**), by a Certification of Representation, Docket No. RO-81-181, dated March 27, 1981, as follows:

All full-time white collar and blue collar non-professional employees and all professional employees, including Graduate Nurse-Public Health and Public Health Nurse employed by the City of Vineland, but excluding Police, employees of the Vineland Electric Utility currently represented by the I.B.E.W., confidential employees, firemen, part-time employees, managerial executives, and supervisors within the meaning of the Act.

The job classifications covered hereunder shall be those listed in Exhibit "**B**" attached hereto and made a part hereof.

Article 2 - Embodiment of Agreement

This document constitutes the sole and complete Agreement between the parties, and embodies all of the terms and conditions governing the employment of employees.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which **are** subject to **negotiation**.

Article 3 - Severability

In the event that any provision of this Agreement shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

Article 4 - Loyalty, Efficiency, No Discrimination

- §1. Employees **shall** perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interest; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times. Employees have an obligation to respond to a reasonable amount of overtime.
- §2. **The City and the Union shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State law.**
- §3. All references to employees designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- §4. The City **shall** not interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any City representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.
- §5. The Union recognizes its responsibility as bargaining agent and **shall** represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- §6. **Employees shall retain all civil rights under New Jersey State and Federal Law.**
- §7. The Union acknowledges that all actions for recruitment of new employees **shall** not take place during employee's working time.

Article 5 - Maintenance of Standards

The City will not seek to diminish or impair any benefit or privilege not covered by this Agreement but provided by law, rule or regulation for employees without prior notice to the Union and, when appropriate, without negotiation with the Union **unless required by law**. However, this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights **Article** of this Agreement.

Article 6 -Access

Authorized representatives of the Union (President and Business Manager), whose names shall be filed in writing with the Business Administrator, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for the investigation of complaints that the contract is being breached. Upon request, the Union representatives shall state the purpose of his/her visit specifying the particulars of the items the Union desires to discuss. Except in any emergency, at least four hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The City will not be liable for any time lost by employees during such visits.

Article 7 - Check-Off and Agency Shop

- §1. Pursuant to N.J.S.A. 52:14-15.9e, employees who are Union members may authorize voluntarily and in writing to the proper disbursing officer of the City, to have customary dues deducted from their compensation and paid to the Union **Financial Secretary**.
- §2. Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be Union members shall have deducted from their compensation a representation fee in lieu of dues equal to 85% of regular membership dues, fees and assessments paid by Union members for services rendered by the Union. Said deduction will commence as soon as practicable after the employee's **30th** day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the Union **Financial Secretary** during the month following the monthly pay period in which deductions were made.
- §3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the City during the month following the filing of such card with the City.
- §4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City one month's written notice prior to the effective date of such change.

- §5. The Union **shall** furnish the City with a copy of its “demand and return system” which must be established and maintained by the Union in accordance with the law.
- §6. 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 or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.
- §7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three months.

Article 8 - Management Rights

- §1. **It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, or through and by the Department Directors or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, except as they may be otherwise limited in this Agreement:**
- a. **the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;**
 - b. **the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJDOP regulations;**
 - c. **the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJDOP regulations;**
 - d. **the determination of the number of employees and of the duties to be performed, in accordance with applicable NJDOP regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;**
 - e. **the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;**
 - f. **the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;**
 - g. **the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;**

- h. the determination of the amount of overtime to be worked;**
- i. the determination of the methods, means and personnel by which its operations are to be conducted;**
- j. the determination of the content of work assignments not inconsistent with NJDOP job specifications.**
- k. the exercise of complete control and discretion over its organization and the technology of the performance of its work;**
- l. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City; and**
- m. the determination of job classifications and to assign work not inconsistent with NJDOP job specifications as it deems appropriate.**

The City shall have the right at all times to make and enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the City in refraining from doing so at any time. The act of the City at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rules, regulations, policies or other statements of procedures.

- §2. The City may suspend, discharge or demote an employee for sufficient and reasonable cause, but the employee or his/her representative shall, upon request, be entitled to an appeal and hearing, at which the reason for such action was taken shall be given. In the event of a discharge, or a demotion, or a suspension, for a period greater than five days, then, in such event, the New Jersey Department of Personnel (NJDOP) appeal procedure shall be followed. Consistent with NJDOP procedures, the Department Director or designee shall preside at departmental hearings.

Article 9 - No Strike or Lockout Pledge

- §1. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty or willful absence of any employees from their positions or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. Such action shall constitute a material breach of this Agreement.
- §2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in this Agreement.

- §3. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown walk-out or other job action against the City.
- §4. The City **shall** not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.

Article 10 - Grievance Procedure and Arbitration

§1. In the event that any difference or dispute should arise between the City and the Union, or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately. The grievance must be presented in writing within five working days of its occurrence or employee's reasonable knowledge thereof in quadruplicate to the Union representative, who in turn shall forthwith file one copy with the Business Administrator, one copy with the Department Head, and one copy with the Immediate Supervisor of the aggrieved employee.

Step 1: Between the aggrieved employee, with or without his/her Steward, and his/her Supervisor. If no satisfactory agreement is reached within three working days, the Union may submit the grievance, in writing, to the second step within five working days from the verbal answer.

Step 2: Between the aggrieved employee, Shop Steward, Division Head and Supervisor. If no satisfactory agreement is reached within five working days, the Union may submit the grievance, in writing, to the third step, within five working days from the second step answer.

Step 3: Between Union Officials, Shop Steward, Grievant, Department Head and **other City officials**. At this step, an International Representative may be present. If no satisfactory agreement is reached within 10 working days, the matter may be referred to arbitration by the City or Union within 30 days of the third step written answer.

§2. Either party may request PERC to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from or modify any of the terms of this Agreement, or to establish or change any wage rate except in the case of wage and fringe reopener. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by the parties.

The City and the Union specifically agree that grievance matters shall proceed to arbitration only if submitted by the City or Local Union 210.

- §3. Unless extended by mutual agreement in writing, the failure to observe time limits herein shall constitute abandonment of the grievance, and settlement on the basis of the last City answer.
- §4. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:
- a. involves the existence of alleged violation of any agreement other than the present agreement between the parties;
 - b. would require an arbitrator to rule on, consider or change the appropriate hourly, salary or incentive rate set forth in Exhibit “**B**”, by which an employee shall be paid, or the method by which his/her pay shall be determined;
 - c. would require an arbitrator to consider, rule on or decide any of the following:
 - i. the elements of a job assignment;
 - ii. the level, title or other designation of an employee’s job classification;
 - iii. the right of Management to assign or reassign work.
 - iv. pertains in any way to the establishment or administration of insurance, pension savings or other benefit plans in which employees are entitled to participate;
 - v. the right of Management to determine and assign shift hours, except as limited by this Agreement;
 - vi. involves discipline and discharge of employees who have not yet completed the designated probationary period;
 - vii. involves violations of State laws and regulations.

Article 11 - Conflicting Regulations

Any specific or general provision of this Agreement notwithstanding wherever a provision of this contract is determined to be in conflict with the **NJDOP** law of the State of New Jersey, or with rules, regulations or procedures thereunder, the **NJDOP** law, regulations, rules and procedures shall be controlling, subject to review by normal grievance or judicial process.

Article 12 - Job Posting

§1. If Management determines to fill a permanent vacancy below the level of Supervisor within a specific **departmental division** not caused by vacations, illness, leave or similar reason, written notice of the opening, indicating the position, rate and necessary qualifications shall be posted on the Union bulletin board of that **division** for a period not to exceed six working days. The posting of this notice shall occur immediately following vacancy, and before any consideration of candidates for evaluation to this position. Any employee of the **division**

may signify to Management in writing during that period an interest in being considered for the opening. Management shall make its selection from the bidders on the basis of its judgment of the qualifications, employment and absentee record, skill and ability of those bidding, giving preference to the senior bidder, considering the overall effect on operations. The bidder so selected shall fill the vacancy in a provisional status pending **NJDOP** testing for permanent status. Selection shall always be made on a basis consistent with State law. Should the successful bidder fail to qualify, or otherwise not be selected in accordance with State law, he/she will return to his/her former job. If no employee has bid or Management determines that no bidder had appropriate qualifications, the vacancy may be filled by Management from the work force, provided there is a senior qualified employee available for the job.

§2. If at any time, during the initial three month period, Management determines that the job is not being satisfactorily performed, the employee shall be returned to his/her former job with full seniority.

If during the initial three month period, an employee desires to return to his/her former classification, he/she will be permitted to do so with full seniority. If, after the expiration of the three month period, an employee desires to return to his/her former classification, he/she will be permitted to do so only after a vacancy occurs in his/her former classification.

§3. If an employee successfully bids a position lower than his/her present position, an evaluation by Management will determine his/her starting rate based on past experience and qualification.

Article 13 - Promotions and Promotional Pay

Subject to the approval of the **Appointing Authority** or designee, when an employee is promoted to assume additional responsibilities or duties, from one classification or title to another having a higher salary range, then the employee's salary shall be increased to the minimum of the new range or wage guide step closest to five percent but not greater than five percent of the employee's current base salary, whichever is higher.

The **Appointing Authority** or designee shall determine what is a promotion and whether the employee is entitled to the "Promotional Pay" provided for above. The **Appointing Authority** shall base his/her determination upon the increased responsibilities and complexities of the additional duties. Neither an increase in the volume of the same type of work now being performed or length of service in a classification will be considered as a basis for promotion.

Furthermore, a change in job classification, per se, is not necessarily a promotion.

Article 14 - Transfers

Transfers can be made from one position to another in the same job title in another organizational unit. Transfer will be made with the approval of the Department Heads involved and the Department of Administration.

Article 15 - Temporary Assignments

Any blue collar employee temporarily assigned to a classification having a higher wage scale **shall be paid that classification's minimum rate of pay hour for hour for time worked in said classification.** This temporary assignment pay shall not apply to an employee assigned to classification having a higher rate of pay for training purposes. Any employee temporarily assigned to a classification paying a lower wage scale than his/her own shall suffer no reduction in said wage scale during such temporary assignment.

Article 16 - Hours and Working Conditions

- §1. The work week shall consist of seven consecutive days beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday. This shall not be construed, and nothing in this Agreement shall be construed, as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time by employees. Work weeks shall normally be comprised of an eight hour day and a 40 hour work week or a seven and one-half (7½) hour work day for those with a 37½ hour work week. An employee and his/her supervisor may mutually agree upon a flexible schedule with approval by the Mayor and Department Head.
- §2. As far as practicable, non-rotating employees shall normally work five consecutive days, Monday through Friday. It is understood and mutually agreed that because of the operating needs of various City departments, other schedules of work weeks are also necessary outside of the normal work week defined above, and the City shall not be limited in determining such schedules by the foregoing language.

Shift change for non-rotating employees:

- a. In the event that non-rotating employees normally working continuously on the day shift are required to work on a prearranged schedule which includes one or both of the other two shifts, he/she shall be paid the applicable overtime rate for all hours worked outside his/her normal work hours on the first day of the new shift.
- b. This provision shall apply only to the first change of schedule away from his/her normal work week.

- c. For such changes in schedule which involve more than one work week, the provisions applying to shift workers shall prevail.

§3. Overtime in the Division of Streets and Roads **shall** be allocated as equitably as possible in accordance with **the** rotation list.

§4. There shall be no pyramiding of shift and overtime payments.

§5. Days of Rest.

- a. For rotating shift personnel, the first day of rest will be the first day the employee is scheduled to be off during the week between Saturday midnight and the following Saturday midnight. The second day of rest will be the second day the employee is scheduled to be off during the same period.
- b. For all other employees, as far as practicable, Saturday will be considered the first day of rest, and Sunday the second day of rest.

§6. Rotating Shift Employees.

- a. Rotating shift employees, except dispatcher, shall work five days of the seven day work week according to their schedules.
- b. Rotating shift employees who are temporarily assigned from their regular shift to another shall be paid the applicable overtime rate for the first day of work on the new shift on which they work. This provision shall apply only to the first change of schedule and does not apply when returning to the original shift.
- c. A rotating shift employee who is assigned to another shift other than his/her normal rotation shift in sequence will be paid the applicable overtime rate for the first day on the new shift on which he/she works. A rotating shift employee who works a new shift in normal rotation shall not be entitled to any premium pay or overtime.
- d. Rotating shift employees on the night shift who lose one hour of work due to change from standard to daylight savings time shall be given the opportunity to make up that hour.

§7. Public Safety Telecommunicators shall work a 40 hour work week. For the purposes of this Agreement, work week shall be defined as the seven day period commencing Sunday and ending Saturday. The 40 hour work week provision as negotiated and such schedule does not result in any claim for overtime unless work is performed beyond the normal schedule and as provided in Articles 16 and 17.

Article 17 - Fair Labor Standards Act

The City complies with the Fair Labor Standards Act (FLSA) and will take appropriate action to ensure such compliance consistent with this Agreement, including but not limited to:

- a. Exercising any election or option available to it under the FLSA.
- b. Awarding compensatory time in lieu of monetary overtime payment.
- c. Establishing procedures to monitor and control hours worked and overtime.
- d. Crediting any overtime payment made pursuant to this Agreement against any overtime obligation incurred under the FLSA.
- e. Establishing rules and regulations to ensure FLSA compliance.

Article 18 - Overtime

- §1. Overtime shall be paid at **one** and one-half (1½) the regular hourly rate of pay for all work over eight hours or seven and one-half (7½), whichever is employee's regular work day. If an employee works on the second unscheduled day of the work week, the rate shall be at double time. However, no overtime shall be worked nor shall any overtime be payable unless said overtime has been specifically authorized by the Department Director or other appropriate managerial executive prior to its being worked. Overtime shall be compensated in one-quarter (¼) hour units, fractional portions being counted as a full quarter (¼) hour. No payment shall be made for an initial period of less than 15 minutes. Employees may be required to work in excess of the hours designated as the normal work week for their classification or title. The City shall distribute overtime as equitably as possible and in the best interest of the City. When practicable, overtime shall be held to within classification.
- §2. For Community Nursing Service and Flex-Time employees only, overtime shall be paid at **one** and one-half (1½) the regular hourly rate of pay in accordance with the FLSA for all hours worked over 37½ or 40 per week, whichever is employee's regular work schedule.
- §3. The City and an employee may agree for said employee to earn compensatory time in lieu of the appropriate overtime payment. Compensatory time shall be used within the calendar year earned and up to 48 hours may be carried over to the following year with the approval of the Department Head and Business Administrator in accordance with the FLSA. Compensatory time hours over 48 that cannot be carried over to the following year shall be paid to the employee. **Employees may use compensatory time when they desire, but must request such usage with a minimum of three days written notice. The use of compensatory time is subject to the approval of the Department Head or designee. The Department Head or designee may waive the three day notice provision in emergency circumstances.**
- §4. **Public Safety Telecommunicators shall have the right of first refusal to fill overtime assignments within the 911 Communication Center in the following order. 1) On-duty employees shall be afforded the opportunity to continue to work overtime into the next shift. 2) Employees scheduled for the shift following the shift in which overtime is needed shall be afforded the opportunity to report early for overtime. 3) Off-duty employees shall be afforded the opportunity to report for overtime. Police officers, if properly trained, may be used after the above procedure is followed.**

Article 19 - Shift Differential

A weekly shift differential shall be made a part of base salary and paid to any regularly scheduled shift employee who works:

Rotating shifts of one afternoon or night shift in a three week period:	\$12
Rotating shifts of two afternoon or night shifts in a three week period:	\$24
Permanent afternoon/night shifts:	\$36

Compensation for any other titles placed on a split shift shall be subject to negotiation.

The afternoon (second) shift is normally 3:00 pm - 11:00 pm. The night (third) shift is normally 11:00 pm - 7:00 am.

Article 20 - Call-In Pay

- §1. **An employee called in for work during non-working hours shall be paid the prevailing overtime rate but with a minimum pay of five hours at straight time. No call-in shall be permitted nor paid unless authorized by the Department Director or designee prior to it being worked. Should an employee be called in again within one hour of being released from duty by clocking out, then the employee shall immediately return to duty, and said call back shall be treated as the same call-in. If the employee fails, refuses or neglects to return to work, then the initial minimum pay provision shall be forfeited. Minimum pay under this section shall not be paid for prearranged overtime.**

- §2. **Employees who work prearranged overtime on their scheduled day off shall be paid the prevailing overtime rate but with a minimum pay of two hours at the applicable rate. Prearranged overtime means overtime arranged in advance.**

- §3. **Designated Nurses, Registered Environmental Health Specialists, Water-Sewer Utility and Municipal Court employees shall receive \$2.50 per hour when assigned to standby duty, which shall be defined as being available and ready for work upon emergency notification via City pager continuously for the time period designated by the Department Head or supervisor. When activated for work, Standby Pay shall cease for the period of time worked, and such employees shall be entitled to overtime set forth in Article 18 but shall not be entitled to minimum pay set forth in Section 1 of this Article.**

- §4. **The City shall provide basic phone or facsimile service to designated Municipal Court employees.**

Article 21 - Meals

§1. In lieu of a meal, employees shall receive \$9.50 through payroll as follows:

- a. Upon working the initial two hours of unscheduled overtime beyond their normal work period. For each five hours of additional such overtime worked, another \$9.50 shall be earned. If less than two hours are worked, no meal payment shall be earned. Such unscheduled overtime occurs when employees are notified of the overtime after reporting to work for their normal work period and not given at least a 30 minute break to obtain a meal.
- b. Upon working every four hours of call-in overtime. If less than four hours are worked, no meal payment shall be earned. Call-In overtime is defined in Article 20.

§2. Meal payment shall not be provided for prearranged overtime.

Article 22 - Holidays

§1. Employees shall receive the following paid holidays off at straight time:

- | | |
|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | General Election Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

§2. An employee called upon to work on such designated holiday shall be paid, in addition to his/her regular straight time, one and one-half (1½) times his/her regular rate of pay for all hours worked on such holiday.

§3. Holiday pay shall not be allowed an employee unless he/she is working during the week in which the holiday falls, and is on the job and available for work his/her last full scheduled workday before and after the holiday, even though in different work weeks, except in case of proven illness or injury substantiated by a medical certificate.

§4. Should a designated holiday be observed on one of the employee's regularly scheduled basic work days within his/her normal work period while he/she is on vacation, said holiday shall not be counted as a vacation day.

§5. Holidays which fall on a Saturday shall be celebrated on the preceding Friday, and holidays which fall on a Sunday shall be celebrated on the following Monday.

§6. In lieu of paid holidays off, Public Safety Telecommunicators shall receive 48 hours pay in the last pay period of June and 56 hours pay in the first pay period of December. Public Safety Telecommunicators who do not work a full year will have holiday pay prorated based on the number of months worked. Holiday time off may be taken in lieu of holiday pay, provided that a request is made writing. The granting of holiday time off is subject to the approval of the Chief of Police or designee, which shall not unreasonably denied.

Article 23 - Personal Leave

§1. The City shall grant four personal leave days annually for each employee, subject to the following conditions. Personal leave days shall be granted by the City upon three days prior written request of the employee submitted to his/her Department Director, or designee. Said request shall be granted, at the discretion of Department's Director, or designee, so long as the employee's absence can be granted without interference with the proper conduct of the Department. In the event of an emergency, personal leave days shall be granted by the City upon a 24 hour notice submitted to the Department Director or designee. In the event of special, extraordinary circumstances advance notice may be waived with the approval of the Department Director or designee with the consent of the Business Administrator. Personal leave days shall not accumulate. If an emergency requires calling into work of an employee from a scheduled and approved personal leave day, or if the employee voluntarily makes himself/herself available for work during an emergency on a scheduled and approved personal leave day, then in that event, his/her personal leave day shall be rescheduled.

§2. New employees and employees in their final year of employment shall earn one personal leave day quarterly provided the employee is on the payroll for at least 60 consecutive days between each quarterly period as follows:

- a. January 1 and March 31.**
- b. April 1 and June 30.**
- c. July 1 and September 30.**
- d. October 1 and December 31.**

Notwithstanding the above, any personal day allowed but not earned under the **three-month** criteria will be deducted from the employee's final paycheck.

§3. New employees may not use these earned days until the completion of 90 days employment with the City. In the event that special extraordinary circumstances exist, the employee may use said personal days prior to the completion of said 90 day employment upon approval of the Division Head or designee. Should an employee be unable to take time off because of the 90 day provision, said eligible time will be allowed to be carried over to the succeeding year.

§4. Personal leave cannot be used after the fact, such as to cover tardiness to work.

Article 24 - Vacations

§1. All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided:

- a. One working day for each month up to one year of service.
- b. 12 working days after one year and up to six years of service.
- c. 15 working days after six years and up to 13 years of service.
- d. 20 working days after 13 years and up to 19 years of service.
- e. 25 working days after 19 years and up to 27 years of service.
- f. 30 working days after 27 years of service.

Notwithstanding the above, **Public Safety Telecommunicators** shall receive the same vacation leave as Police Officers of the Vineland Police Department. Administration of vacation leave for **Public Safety Telecommunicators** shall be in accordance with Vineland Police Department procedures.

§2. Vacation leave shall be taken in the year earned. Should any vacation leave not be granted and taken due to the pressure of City business as determined and approved by the Business Administrator or designee, such vacation leave shall accumulate and be taken during the following calendar year. Notwithstanding the above, employees may carry over five vacation days to the following year. The Business Administrator and Department Head may approve additional vacation days to carry over.

§3. An employee's rate of vacation pay shall be based on the employee's regular rate of pay.

§4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employee. Employees shall submit vacation requests at least one month in advance. Preference for vacation time shall be given in order of seniority.

§5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination.

§6. An employee who commences employment during the first 15 days of the month, shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the 16 day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

§7. The above also applies to new employees, except that they may not use these earned days until the completion of 90 days employment with the City. In the event that special extraordinary circumstances exist, the employee may use earned and accrued days prior to the completion of said 90 day employment upon approval of the Division Head or designee. Should an employee be unable to take time off because of the 90 day provision, said eligible time will be allowed to be carried over to the succeeding year.

Article 25 - Time to Attend Meetings

Union members, who, by mutual agreement between the **Union** and City, participate during working hours in conferences and meetings with the City which involve or derive from this Agreement, shall suffer thereby no loss of pay. **Union** members shall be allowed one-half (½) hour prior to and one-half (½) hour after the conference is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. It is understood, however, that except for the foregoing, nothing shall be done which shall interfere with the work of any employee and/or department.

Vacation days will be rescheduled if they coincide with City authorized meetings. The **Union shall** take all steps necessary to ensure that this time is within reasonable limits.

Any member of the Union negotiating committee who is a scheduled shift worker will be excused from working a scheduled shift on the same day, immediately preceding or immediately following the joint negotiating meeting. Vacation days and/or days of rest will be rescheduled if they coincide with the City's authorized meetings.

Any member of the Union negotiating committee who is a scheduled shift worker and who attends a joint negotiating session on scheduled day of rest will receive equal time off, not to exceed eight hours, for attendance at the joint negotiating session. Days of rest will be rescheduled by the City (with some input by the employee) for the time spent in the joint negotiating session not to exceed eight hours so as not to interfere with City business. In the event an employee's work is prearranged on a rescheduled rest day, the employee will receive the appropriate overtime rate for all hours worked. The above will be implemented consistent with the FLSA.

Article 26 - Layoffs

§1. When a layoff, for any reason, in the bargaining unit is imminent, the City will notify the Union and immediately arrange a meeting to determine the exact procedure to be followed.

§2. Any agreement regarding the sale, lease, transfer, takeover, assignment or corporate reorganization that results in the loss of employment of people in positions covered under this Agreement, will contain language that provides the displaced workforce the first opportunity to fill any existing, new or additional positions that may be needed or created as a result of said sale, lease, transfer, takeover, assignment or corporate reorganization.

Article 27 - Military Leave

- §1. Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid his/her regular pay during the period of his/her military training.
- §2. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee.

Article 28 - Leave of Absence

- §1. **General Leave.** Any permanent employee desiring leave without pay for personal reasons shall make a request in writing to his/her Department Director not less than two weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the Business Administrator who shall review all recommendations for leaves of absence as submitted by the Department Director. Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of the leave, shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.
- §2. **Maternity Leave.**
- a. **With Pay.** Permanent employees shall be entitled to utilize any accumulated sick leave during the time prior to the expected date of childbirth and for one month thereafter upon presentation of a physician's certification and approval by the Department of Administration. The City may consider granting, in extenuating circumstances, additional use of sick leave not to exceed two months, upon presentation of a physician's statement setting forth the necessity therefore. Employees who have accumulated vacation leave and/or compensatory time may use such time for maternity purposes.
 - b. **Without Pay.** Permanent employees who have no earned or accumulated vacation leave, sick leave or compensatory time, may be granted a leave of absence for maternity purposes prior to the expected date of childbirth and for one month thereafter upon presentation of a physician's certification. Leaves may be granted or denied at the discretion of the Business Administrator who shall review all recommendations for leaves of absences as submitted by the Department Director. In extenuating circumstances, additional leave of absence without pay not to exceed two months will be granted upon presentation of a physician's statement setting forth the necessity therefor.

- c. Employees may not be gainfully employed during such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

§5. Family Leave. Pursuant to the Family and Medical Leave Act of 1993 (FMLA), employees who have been employed for at least 12 months and worked for a minimum of 1,250 hours, are eligible to receive an unpaid leave of absence for a period not to exceed 12 weeks during a 12 month period. Leave may be taken only for the following reasons:

- a. Employee's own serious health condition.
- b. The birth or adoption of a child.
- c. To care for a child, spouse or parent with a serious health condition.

Eligible employees must provide prior notice to the Department Head if requesting such a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

Article 29 - Leave of Absence - Union

The City will consider a written request for the necessary and reasonable time off, up to a maximum of two weeks annually, without discrimination or loss of seniority rights and without pay, to not more than one employee annually designated by the Union to attend a labor convention or serve in any capacity on other official Union business. Length of time off and reason must be specified. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the discharge of the employee involved.

Article 30 - Jury Duty

An employee who loses time from work because of jury duty, as certified by the Clerk of the Court, shall be paid by the City the difference between his/her job rate and the daily jury fee, subject to the following conditions:

- a. When jury service is completed prior to 1:00 p.m., the employee is required to telephone Management's office and report to work if requested.
- b. Time lost because of jury service will not be considered time worked for purposes of computing overtime.
- c. The employee must notify his/her supervisor immediately upon receipt of any communication regarding jury service.
- d. No reimbursement of wages will be made for jury service during holidays or vacations.

- e. At Management's request, adequate proof must be presented of time served on a jury and the amount received for such services.
- f. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the City.

Article 31 - Safety

A Safety Committee composed of three City representatives and three Union representatives shall meet **at least once per year or at the request of either party**. Said committee shall review safety conditions and make recommendation for their improvement. The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. Failure by employees to abide by safety regulations will result in disciplinary action.

Article 32 - Travel Allowances

- §1. **The City shall reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the Department Head. Should the Travel Policy adopted on March 1, 2007 be revised, the benefits granted by it shall not be diminished.**
- §2. **Employees who travel to perform City business shall use a City vehicle. If a City vehicle is not available, employees shall be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A travel log shall be maintained by each employee and submitted no later than one month following said travel to the Department Head for reimbursement.**

Article 33 - Uniform Reimbursement and Advanced Training

- §1. **The City shall reimburse up to \$450 annually for uniforms to any Graduate Public Health Nurse, Public Health Nurse, Clinical Attendant or Home Service Aide who submits a paid receipt for said uniforms. Professionally recognized nursing shoes (not sneakers) shall be considered a part of uniforms. All such employees shall wear said uniforms while on-duty. If Public Safety Telecommunicators are required to wear uniforms, they shall be reimbursed for uniform expenses up to the above-referenced amount minus \$50. If such**

employee works less than one full year, then such amount shall be prorated for the period worked.

§2. **The City shall reimburse any Graduate Nurse or Public Health Nurse out-of-pocket expenses incurred in the completion of 16 college credits per year, provided the course is job-related, has been approved by the Department Head in writing prior to enrollment in said course and the employee submits a certificate of successful completion to the Department Head. Furthermore, the course must be taken during non-working hours and said reimbursement for college credits shall not accumulate.**

Any employee who receives any reimbursement provided for in this section shall remain an employee for at least two years after completing the course or semester for which reimbursement was made. Should an employee become separated from City employment for any reason within two years after the completion of said course or semester, the employee shall reimburse the City for tuition costs and other reimbursable expenses paid to or on behalf of the employee.

§3. Safety Shoes. The City shall reimburse each employee specified in this section up to **\$90** per year, provided the employee submits a paid receipt for safety shoes meeting the American National Standard for Personnel Protection-Protective Footwear (ANSI Z41-1991) standards. The OSHA/ANSI approval shall be attached to the receipt. **Should OSHA mandate dielectric footwear, the annual amounts in this section shall be increased by 20%.** Employees may purchase as many pairs as allowance will cover so long as shoes are purchased at the same time. Said safety shoes shall be worn as a condition of employment by employees working in a non-office environment as follows:

- a. Electric Utility
- b. **Police Department**
 - Mechanic
- c. Department of Public Works
 - **All divisions, including Engineering, Public Works and Water-Sewer Utility**

§4. Safety Glasses. The City shall supply employees with prescription or non-prescription glasses as required. They shall be worn in accordance with safety manual stipulations and will not replace goggles where required. Employees wearing prescription glasses shall verify that their prescription lenses are of the safety type. Details of the prescription safety glass program are available.

§5. Coveralls and uniforms, as well as maintenance of coveralls and uniforms, will be provided to the specified employees in the following work stations.

- a. Specific classifications for coveralls and uniforms:

<u>Streets and Roads:</u>	Laborer
	Tree Trimmer
	Truck Driver

Equipment Operator
Motor Broom Operator
Maintenance Repairer
Tree Climber
Mechanic
Heavy Equipment Operator
Storekeeper
Heavy Truck Driver

Water-Sewer Utility: Building Maintenance Worker
Construction Inspector
Engineering Aide
Laborer
Pumping Station Operator
Water Repairer
Water Service Repairer
Water Service Technician
Senior Water-Sewer Repairer
Senior Water-Sewer Repairer/Water Service Inspector
Assistant Water and Sewer Foreman
Senior Pumping Station Operator
Supervising Pumping Station Operator
Stock Clerk

Street Marking Traffic Signs: Senior Traffic Maintenance Worker
Laborer

Police: Mechanic

b. Specific classifications for uniforms only:

Public Property: Maintenance Repairer Foreman
Laborer
Building Maintenance Worker
Building Service Worker

Recreation: Senior Recreation Maintenance Worker
Recreation Maintenance Worker

c. The City will provide employees in the following classifications with disposable coveralls with the consent of the Department Head:

Health: Safety Inspector
Principal Sanitary Inspector
Senior Sanitary Inspector
Sanitary Inspector

Environmental Specialist

Licenses and Inspections: Building Inspector
Electrical Sub-Code Official
Housing Inspector
Plumbing Inspector
Plumbing Sub-Code Official
Senior Housing Inspector
Senior Housing Inspector, Bilingual

Engineering: Principal Engineer
Senior Engineer
Principal Engineering Aide
Code Enforcement Officer
Principal Drafting Technician
Assistant Engineer
Senior Drafting Technician

d. The City will supply and have the right to determine who is entitled to galoshes.

§6. For Electric Utility personnel only, the City may provide all uniforms and maintenance of said uniforms for both the Generation and Distribution Divisions as required.

§7. The City will pay any cost not covered by insurance for CDL physicals and the difference between the CDL and regular driver's license.

§8. The City **shall** pay each Fire Prevention Specialist \$600 annually as a Uniform Maintenance Allowance by payroll check in the first pay period of December.

Article 34 - Sick Leave

§1. Service Credit for Sick Leave.

- a. All employees shall be entitled to sick leave with pay as specified hereunder.
- b. Sick Leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of their position. Sick Leave may be used by employees who are unable to work because of:
 - i. Personal illness or injury.
 - ii. Exposure to contagious disease.

- iii. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A:1-1.3 as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative.
 - iv. Death in the employee's immediate family for a reasonable amount of time.
- c. Whenever an employee is disabled through injury or illness as a result of or arising from his/her employment as evidenced by a certificate of a City-designated physician or physician acceptable to the City, he/she shall be granted, in addition to his/her annual sick leave with pay or any accumulation thereof, leave of absence with pay for a period of 365 calendar days or so much thereof as may be required, as evidenced by certificate of the City designated physician or physician acceptable to the City, but not longer than a period of which worker's compensation temporary disability payments are allowed. If at the end of such 365 day period the employee is unable to return to work, a certificate from either the City-designated physician or physician acceptable to the City shall be presented, certifying to this fact, and the employee may elect, if he/she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment. During the period in which the full salary or wages of any employee on disability leave is paid by the City, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City by the insurance carrier or the employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

Furthermore, if an employee during the period of his/her disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by the City-designated physician or other physician acceptable to the City.

- d. Employees on injury leave must notify the City of their ability to perform light duty assignment as authorized by the attending physician. In the event light duty assignment is not available in employee's department, then the employee may be assigned to light duty assignment in another City department within the knowledge, skill and ability of said employee.
- e. Any employee on injury leave, resulting from injury while on City work, shall continue to accrue sick leave credits while he/she remains on the payroll.

§2. Amount of Sick Leave.

- a. An employee commencing employment during the first 15 days of the month shall earn one working day, and an employee commencing employment on or after the 16th day of the month shall earn one-half (½) working day for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment, and 15 working days in every following calendar year, pursuant to N.J.A.C. 4A:6-1.3, as long as the employee remains actively employed. If the employee terminates, the 15 working days shall be pro-rated at one and one-fourth (1¼) working days for each full month of employment.
- b. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- c. Any on-duty employee not using any sick leave in a given calendar year may be paid for one day. If an employee elects to take this option, said day shall be deducted from said employee's total number of sick days.

§3. Reporting of Absence on Sick Leave.

If an employee is absent for reasons that entitle him/her to sick leave, his/her Department Head or designee shall be notified prior to the employee's starting time. **Public Safety Telecommunicators shall provide one-half hour notice when calling out sick.** Failure to **provide such notification** may be cause for denial of sick leave use for that absence and constitute cause for disciplinary action. Absence without notice for five consecutive days shall constitute a resignation not in good standing.

§4. **Sick leave cannot be used after the fact, such as to cover tardiness to work.**

§5. Verification of Sick Leave.

An employee who has been absent on sick leave for five or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

- a. An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of less than five days shall have his/her sick leave record reviewed by the City and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.
- b. The Business Administrator may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
 - i. In case of leave of absence due to exposure to contagious disease, a certification from a City designated physician or physician acceptable to the City shall be required.

- ii. In the case of death in the immediate family, reasonable proof will be required.
- iii. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.
- iv. Employees on sick / injury leave shall not be performing work elsewhere.

§6. Payment of Accrued Sick Leave at Death.

The City will pay upon the death of an active employee an amount equal to 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.

Article 35 - Retirement

For purposes of this Article, retirement shall mean an approved pension documented by the New Jersey Division of Pensions & Benefits, Department of Treasury. Pensions can be in the form of service retirement, early retirement options, special retirement, veterans retirement, ordinary disability and accidental disability retirement.

§1. At retirement, the City **shall** pay each employee an amount equal to 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.

§2. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (½) accumulated unused sick days times the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement; provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

§3. Payment shall be made promptly, if funds are available, but not later than one month after the final adoption of the City budget for the year succeeding the effective date of retirement of the employee.

Article 36 - Health Benefits

§1. The City will continue to assume the full cost of health insurance for all employees who are currently enrolled in the traditional (Patriot X) plan or the HMO (Patriot V) plan and who have been employed with the City on or before January 1, 2001. This coverage shall be fully paid by the City for all employees and their families. Said employees would also be free to transfer from the Patriot V to the Patriot X plan at no additional cost to them. The benefits are more specifically provided for and explained in a brochure available to employees.

The City will continue to assume the full cost of health insurance for new hires (employees hired new to the City after January 1, 2001) who enroll in the HMO (Patriot V) plan. However, said new hires who elect to enroll in the traditional (Patriot X) plan at any point in time will be required to pay the difference between the Patriot V and Patriot X premiums.

§2. The City shall provide a generic prescription plan for employees and their eligible family members. A federally approved generic equivalent, if available, will be dispensed for name brand unless an employee's physician specifically requires name brand. An employee who receives name brand when generic is available shall pay the cost difference between the name brand and generic, except if the attending physician specifies no substitute for name brand. This cost will not be applied to the employee's deductible. The co-pays are as follows:

<u>Name brand, including mail-order</u>	<u>Generic, including mail-order</u>
2006: \$ 5.00	2006: \$ 3.00
2007: \$10.00	2007: \$ 5.00
2008: \$10.00	2008: \$ 5.00
2009: \$20.00	2009: \$10.00
2010: \$25.00	2010: \$15.00

§3. Employees who retire with 25 years of service shall receive for five years after retirement the same prescription coverage **as active employees, which may change from time to time**, and employees who retire with 30 years of service shall receive for 10 years after retirement the same prescription coverage **as active employees, which may change from time to time**, until said employee from either category:

- a. Obtains employment having prescription coverage comparable to active employees. However, retired employees may re-enroll in the City prescription program given to active employees should said employment cease; or
- b. Becomes eligible for a federal or state subsidized prescription program, **such as Medicare.**

§4. The City shall provide a basic dental care plan for all employees and their eligible family members. The selection of plans are a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc., **Delta Preferred Provider Option (PPO) or their successors.**

§5. The City **shall** pay the full cost of premium for the health benefit coverage provided under this Article for and during the term of this Agreement.

§6. It is agreed that a Joint Health Care Sub-Committee, formed under the Mayor's Insurance Committee, comprised of one Unit No. 2 union person and union officers, and open to one employee representative from each of the eight other bargaining units, will be established and meet as needed or requested by either party to explore ways to reduce health care costs while maintaining quality care. The employee will be released from his/her regular shift to attend the meetings. It is understood that the City retains the right to select the insurance carrier or to be self-insured for the provision of any Health and Welfare benefits. The Committee will be effective during the term of this contract for all activities related to the review of provider proposals. Any change in insurance provider that impacts the level of benefits or administrative procedures currently in place will be subject to negotiation. The City also **shall** reopen the issue of medical insurance for employees that retire in the future if there is a change in insurance carriers.

Article 37 - Bulletin Boards

The City **shall** furnish bulletin board space to be used exclusively by the Union for the posting of notices relating to Union meetings and official business only. The Union **shall** limit its posting of notices and bulletins to such bulletin board. All bulletins or notices shall be signed by a local Union officer or designee. Union bulletin boards shall be maintained in a neat and orderly fashion by the Shop Stewards.

Article 38 - Pay Day and Savings Account Deductions

§1. **Commencing no sooner than January 1, 2008, the City shall, in its discretion, pay employees weekly or bi-weekly on the applicable Friday, provided that weekly or bi-weekly pay is instituted for all City employees and six months notice is given to employees. Should payday occur on a holiday, paychecks shall be issued on the day preceding the holiday. Employees will receive 25% of net pay on the first week of bi-weekly pay implementation as an advance for the subsequent pay period. The following week's paycheck will be 75% of net pay. Thereafter, pay shall be issued bi-weekly.**

§2. The City shall administer a payroll deduction plan for savings accounts in accordance with procedures of the Comptroller's Office.

Article 39 - Wages

§1. Effective first pay for each calendar year of this Agreement, the City shall increase base wages for employees as follows:

2006:	3.50%
2007:	3.50%
2008:	3.50%
2009:	3.25%
2010:	3.25%

§2. Effective first pay for each calendar year of this Agreement, an employee who is beyond the maximum on the grade and classification wage scale shall receive the increase to base wages only as specified in Section 1 of this Article.

§3. Effective each July 1 of this Agreement, an employee who has not reached the maximum on the grade and classification wage scale shall move one additional step as set forth in Exhibit "B". Notwithstanding the above, employees within the first 90 days of employment shall not receive a step increase, but shall receive said step increase on July 1 of their second calendar year of continuous employment.

§4. Exhibit "B" sets forth a grade and classification wage schedule establishing a minimum and maximum pay for each grade and classification.

Article 40 - Funeral Leave

§1. Employees shall receive leave with pay for up to a maximum of three days in the event of the death of the employee's spouse, father, mother, child, step-parent, step-child, sister, brother, grandfather, grandmother, great-grandfather, great-grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents or great grandparents of the spouse.

§2. To be eligible for funeral leave, the employee must attend the funeral service. At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of funeral service, whether the days are working or non-working. Funeral leave requests shall be subject to the approval of the Department Head. In addition, an employee may use two sick days to attend a funeral service located over 400 miles from Vineland upon approval of the Department Head, which shall not be unreasonably denied.

Article 41 - Term of Agreement

This Agreement, when signed by the City and approved by the International President of the International Brotherhood of Electrical Workers, shall become effective **January 1, 2006**, and shall remain in effect through **December 31, 2010**, and from year to year thereafter, unless 60 days prior to any current expiration date, either of the parties hereto notifies the other party at interest, in writing, of its desires to amend or terminate the Agreement. Negotiations may be reopened upon 90 days notice provided both parties agree during the term of this contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their proper officials the day and year first above written.

City of Vineland

International Brotherhood of Electrical
Workers, Local 210, Unit-2

By:

By:

Mayor

President

ATTEST:

ATTEST:

Municipal Clerk

Business Manager

Negotiating Committee:

Negotiating Committee:

Exhibit “A”
Laborer Apprenticeship Training for Water Repairer Classification

Laborers in the Water-Sewer Utility, completing their initial probationary period, will retain the title of Laborer and enter the apprenticeship training period for eligibility for the Water-Repairer classification.

The Water-Sewer Utility Superintendent shall determine satisfactory completion of the **NJDOP** 90 day probationary period. At the end of the 90 day probationary working test period, a 12 month period of training will commence.

This training period will provide the advancement of knowledge, skills and ability to become a Water Repairer. The training period provides sufficient time in the Laborer classification to justify to the **NJDOP** that the employee has sufficient time in grade to warrant promotional rights to the Water Repairer classification. Salary increases will be:

50¢ per hour at the third month into the training period
(six months after date of hire).

75¢ per hour at the ninth month into the training period
(12 months after date of hire).

\$1.00 per hour at the twelfth month into the training period
(15 months after date of hire).