

Contract # 1883

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**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1044**

AND

THE CITY OF GLOUCESTER

UNION CONTRACT

FOR

WHITE COLLAR BARGAINING UNIT

January 1, 1994 to December 31, 1996

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ARTICLE I

PREAMBLE

A. This Agreement is entered into this **17th** day of **October, 1994**, by and between the City of Gloucester City, herein referred to as the "City", and Communications Workers of America, Local 1044, White Collar Unit, herein after referred to as the "Union".

B. The Purpose of this Agreement is to promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE II

UNION RECOGNITION

A. The City agrees to recognize the Union as the sole and exclusive bargaining representative of all permanent, provisional, full-time and part-time, listed below and any employee which may be hired to classifications not specially excluded by the law.

JOB TITLES:

Communications Operator Typing
Senior Accounts Clerk
Clerk Typist
Clerk
Welfare Interviewer
Director of Neighborhood Preservation Program
Assistant Violations Clerk
Senior Clerk Typist
Payroll Clerk

B. Any new title authorized for use by the Employer will be negotiated for inclusion or exclusion from the bargaining unit. If the parties are unable to agree on the inclusion or exclusion of a title, the Union will pursue statutory procedures under the New Jersey Public Employee Relations Act.

C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

D. This Agreement will be binding upon all the parties hereto, their successors and assigns.

ARTICLE III

ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

The City and the Union agree to be bound by all Department of Personnel Rules and Regulations.

ARTICLE IV

UNION SHOP

It shall be a condition of employment that all employees covered by this Agreement who are members of this Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

ARTICLE V

UNION DUES

A. The City agrees to deduct dues weekly from the base pay of each employee, in accordance with the expressed terms of a signed voluntary authorization to do so, the amount of membership dues of the CWA. Dues shall be paid per month or such amount as such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union dues is made. Said deductions shall be made out of the first payroll period or the earliest subsequent payroll period for each month. Deduction of Union dues made pursuant hereto shall be remitted by the City to CWA Local 1044, AFL-CIO, 107 High Street, PO Box 723, Mt. Holly, NJ 08060 (Attn: Treasurer)

B. The City further agrees to forward a list of all bargaining unit employees including hires and terminations, once each month to CWA Local 1044, AFL-CIO. The transmittal of the said list shall be simultaneous with the transmittal of the aforementioned deductions. Such list shall indicate which of the employees, whose names appear thereon, did or did not pay regular dues.

ARTICLE VI
BULLETIN BOARDS

A. The Union shall have use of bulletin boards located at the Radio Room of the Police Administration Building and the Public Foyer of the Municipal Building for the posting of notices relating to meetings and official business of the Union only.

B. Only material authorized by the Union shall be permitted to be posted on said bulletin board.

ARTICLE VII

UNION BUSINESS LEAVE

A. Upon prior notice to and approval of the appropriate Township representative, the shop steward(s) and/or negotiating committee member(s) of the Union (not to exceed two (2) employees may be permitted to confer with management in accordance with the Grievance Procedure set forth herein and to attend collective bargaining sessions with the City representative or representatives, during duty hours without loss of pay, or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the employees' Departments, or require the recall of off-duty employees to bring the Department to its proper effectiveness.

B. (1) Two (2) Stewards of the Union shall be granted up to a maximum of three (3) days off annually without loss of pay for purpose of attending Union conferences and/or seminars.

(2) In order to be eligible for this benefit, the stewards must notify the Business Administrator and their immediate supervisor at least one (1) week in advance of said conference and/or seminar.

(3) If an employee fails to provide prior verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.

C. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employee and the Union understand and agree that any such off-duty time spent shall not be compensated by the City and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE VIII

MANAGEMENT RIGHTS

A. The employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the law and constitution of the State of New Jersey.

B. All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

ARTICLE IX

PERSONNEL FILES

A. Each employee may review the contents of his/her file on the same day of the request. A Union representative may accompany said employee while he/she reviews his/her file. The employee shall have the right to respond to any document in his/her personnel file within thirty (30) working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file.

B. Employees shall be given a copy of all documents which are to be included in the personnel file. Additionally, employees will be afforded the opportunity to initial documents prior to such placement in the file.

C. Upon approval of this Agreement all warnings and reprimands over eight (8) months old and all corrective actions over sixteen (16) months old shall be deleted from the employee's personnel file provided there are no subsequent reprimands, warnings, corrective and/or disciplinary actions in the file. When a corrective actions is removed from file, all references to the corrective action in other documents in the file will also be deleted.

ARTICLE X

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 any 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 or activity or non-activity in the Union.

ARTICLE XI

SENIORITY

- A. Seniority is defined as continuous unbroken service with the Employer.
- B. Seniority shall be given strong consideration by the Employer with respect to promotion. If there are two or more employees with substantially equal qualifications and ability to perform the work, the employee with the greatest seniority shall be given preference.
- C. In cases where the Employer anticipates making lateral transfers or reassignments from one unit/department to another in a given title, volunteers shall be sought first. In the event there are no volunteers, the vacancy shall be filled by inverse order of seniority.
- D. Seniority shall prevail in the selection of vacation schedules and work schedules.

ARTICLE XII

JOB POSTING

A. The employer shall post on all appropriate bulletin boards advance notice for ten (10) working days any position to be filled. The posting shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedures to be followed by the employees interested in applying. A copy of the job posting will also be forwarded to the local President.

B. Names of appointees shall be posted and a copy of said selection forwarded to the local.

C. All vacancies within the City are to be filled by present employees meeting the qualifications of the job vacated, prior to hiring from other sources, insofar as permitted under the rules of the State Department of Personnel.

D. The City Personnel Officer will send the N.J. Department of Personnel promulgated examination results to the local upon receipt.

ARTICLE XIII

EDUCATION AND TRAINING

A. The quality and extent of service the City is able to provide is dependent on the competence and skill of the staff charged with delivering those services.

B. To fulfill the above objective the Employer will pay for the tuition and books required for the course and/or seminar. The City also agrees to give the employee the approved mileage and lodging allowances for attending said course and/or seminar. For any approved conferences, seminars and/or courses wherein a payment for meals is reimbursable, the payment shall be up to a maximum of:

breakfast	-	\$ 5.00
lunch	-	\$ 6.50
dinner	-	\$10.50

C. To be eligible for this benefit the employee must receive prior approval from their Business Administrator. Such approval shall not be unreasonably denied.

D. The City of Gloucester agrees to pay for College Credit Hours for courses directly related to the employees position during the employee's off duty hours. To be eligible for this benefit the employee must receive prior approval from the Business Administrator. Such approval shall not be unreasonably denied.

1. The City will reimburse an employee covered by this agreement a maximum of \$60.00 per credit hour for each College course successfully completed with a grade of "C" or above up to a maximum of 30 credit hours per year (January 1 through and inclusive of December 31) for each year of this contract. Said reimbursement will be made upon presentation of a notice of registration and receipt of payment. Payment may also be made directly to the College/University through the use of Purchase Orders upon presentation of a notice of registration.

- a. The City will not pay for books or other College fees applicable to the course.
- b. The City will not pay for mileage or meals.

2. If the course is not successfully completed with a grade of a "C" or above then the City will be entitled to reimbursement from the employee at the rate of \$50.00 per week from the employees pay up to the total amount paid by the City to the College or employee.

3. Proof of successful completion of the course with a grade of "C" or better must be submitted by the employee to the employee's Department Head and Payroll Office no later than 60 days after completion of the course. Failure to submit documentation of successful completion of the course with a "C" or better within 60 days of the completion of the course will be considered as proof that the employee failed to complete the course successfully, as defined above, and the City will begin payroll deductions according to the procedures listed in paragraph 2 of this section. No employee will be entitled to reimbursement for College expenses as listed in paragraph 1 during the period that there is an outstanding balance for non-successful completion of a course.

4. Should an employee terminate employment with the City or if the City discharges the employee then the full amount of any funds due to not successfully completing a course of Study by an employee will be deducted from the employees final pay.

ARTICLE XIV

DISCIPLINE

A. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given adverse evaluation of his/her professional services without just cause.

B. Just cause shall be defined as follows:

(1) The Employer gave the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct.

(2) The Employer's rule or managerial order was reasonably related to the orderly, efficient, and safe operation of the City.

(3) Before administering discipline to an employee, the Employer made an effort to discover whether the employee did in fact violate or disobey a rule or order of management.

(4) The Employer's investigation was conducted fairly and objectively.

(5) At the investigation of the "judge" obtained substantial evidence or proof that the employee was guilty as charged.

(6) The Employer has applied its rules, orders and penalties even handedly and without discrimination to all employees.

(7) The degree of discipline administered by the Employer in particular case must be reasonably related to (i) the seriousness of the employee's proven offense and (ii) the record of the employee and his service with the City.

C. Discipline shall be progressive in nature and corrective in intent. At each step of the procedure the employee must be:

(a) Advised of the situation:

(b) Advised of corrective action needed:

(c) Advised of future action that will be taken:

(d) Advised of the right of Union representation:

D. Any discipline which results in a removal or suspension pending removal shall not be imposed prior to the employee having an informal hearing.

ARTICLE XV
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment. The parties agree that the procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of an employee to discuss a matter informally with any appropriate member of the Administration. If such discussion involves a matter covered by the definition of a grievance in Section B, the Union shall be advised of the adjustment of the issue.

3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

B. Definitions

1. The term "grievance" shall mean an allegation that there has been:

(a) A violation, misinterpretation or misapplication of the terms of this Agreement.

(b) An inequitable, improper, unjust application or misinterpretation of rules or regulations, administrative orders, existing policy, or orders applicable to the Departments including minor disciplinary actions.

2. The terms "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.

3. Working day is defined as Monday through Friday excluding Holidays.

C. Presentation of a Grievance

The City agrees that in the presentation of the grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, a Union representative and a Union recorder.

D. Grievance Procedure

Step 1

The grievant and his/her Union shop steward shall present the employee's written grievance or dispute to his/her supervisor within fifteen (15) working days of occurrence or within fifteen (15) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Department Head shall schedule a hearing within five (5) working days of receipt of the grievance and shall render a decision in writing to the grievant within five (5) working days of the hearing.

Step 1 may be waived upon request of the Union.

Step 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative to the Business Administrator within ten (10) working days of the written response from Step 1. Within fifteen (15) working days of receipt of the notice from the grievant, a hearing shall be held before the Business Administrator. The Business Administrator shall render a written decision on the grievance within ten (10) working days of the close of the hearing. Should the Employer fail to respond to the Union within the time limits as set forth above, the grievance shall be deemed sustained in the Union's favor.

Step 3

1. If no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration only by the Union within thirty (30) working days of receipt of a decision from Step 2.

2. (a) Any unresolved grievance, except matters involving appointment, promotion or assignment; or matters within the exclusive province of the State Department of Personnel may be appealed to arbitration within thirty (30) working days after the receipt of the Step 2 decision.

(b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the State Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) Where the grievance involved an alleged violation of individual rights specified in State Department of Personnel Law and Rules for which a specific appeal to the State Department of Personnel is available, the individual may present his/her complaint to the State Department of Personnel directly. The grievant may pursue the State Department of Personnel

Procedure or the Grievance Procedure herein provided. Once the grievant makes the selection of procedure, such selection shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time.

3. Should the Union move a grievance to arbitration, the Union shall notify the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the Employer and the Union. Selection of an arbitrator shall conform to the procedures of the Public Employment Relations Commission, respectively. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

4. The arbitrator shall hear the matter of the evidence and within the meaning of this Agreement and make a decision which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.

5. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

6. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

7. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority.

8. The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants to the extent permitted by and in accordance with the applicable law and this Agreement. Disciplinary disputes, save for negotiated exceptions contained in Section I of this Agreement, shall be subject to the Grievance Procedure herein set forth.

9. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey Statutes.

E. There shall be no loss of pay for employee for time spent either as a grievant, witness, one (1) Union representative, Union recorder, or Union observer in any Step of the Grievance Procedure. An individual Union observer is limited to observe each step of the Grievance Procedure one time only.

F. Employee grievances shall be presented on prepared forms. The Grievance Procedure, as defined herein, shall be strictly adhered to.

G. Grievance resolutions or decisions at Step 1 through Step 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, to the prior conduct of the party.

H. One (1) Union member, designated by the Union, shall be allowed a reasonable amount of time during working hours to investigate each grievance.

I. Minor Disciplinary Grievances

- (a)
 - 1. Infractions warranting one (1) - two (2) day suspensions shall be eligible for grievance through an Appeals Committee.
 - 2. Infractions warranting three (3), four (4), or five (5) day suspensions are subject to the compulsory arbitration process.
 - 3. A three (3) day suspension may be an accumulation of three (3) days in one (1) calendar year.

(b) Appeals Committee

- 1. The appeals committee shall consist of one (1) Union representative, one (1) City representative, and one (1) neutral representative drawn from a mutually drafted list of committee members (see attached Schedule B). Any changes in the list are to be mutually agreed to.
- 2. The two (2) representatives shall choose the neutral from the appeals committee list.
- 3. Members of the appeals committee shall be bound by all contract language which determines the arbitration process in addition to any other laws which may apply.
- 4. If a member of the appeals committee list is unable to serve, a new member shall be chosen by the parties. This must occur prior to the next appeals/grievance committee meeting.
- 5. All costs are split equally by the parties.
- 6. All grievance appeals committee meetings shall occur during a mutually convenient time for the committee.

ARTICLE XVI

PAST PRACTICE

Unless otherwise provided in this Agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit enjoyed by the majority of the members of the White Collar Unit existing prior to the effective date of this Agreement.

ARTICLE XVII

WORK CLOTHING ALLOWANCE

A. The City shall provide at no cost to the employee uniforms for all dispatchers (communication operators/typing).

B. The work clothing allowance will be:

First year of employment	three (3) summer shirts
	three (3) winter shirts
	three (3) trousers
	one (1) belt

C. During the second and third year of this contract the City will replace one complete set at no cost to the employee.

ARTICLE XVIII

HOURS OF WORK

A. All clerical employees except those employees working in the job title of communication operator/typing.

1. The normal work week will consist of five (5) scheduled days Monday through Friday of equal assignments; 9:00 a.m. to 4:30 p.m. and 7:30 a.m. to 3:00 p.m. for the clerical working in the Department of Public Works, seven and one-half (7-1/2) hours in duration.
2. The workday will consist of one (1) hour unpaid lunch and one (1) fifteen (15) minute break during each half day of work.
3. Overtime shall be calculated after seven and one-half (7-1/2) hours worked on a daily basis. Wages for any hours worked after the thirty seven and one-half (37-1/2) normal hours worked during the week will be calculated on one and one-half (1-1/2) times the employee's base hourly rate of pay.
4. If an employee works during a holiday, they will be entitled to one and one-half (1-1/2) times their base hourly rate of pay plus one (1) day off.

B. All communication operator/typing employees.

1. The normal work week will consist of five (5) scheduled days of equal assignments according to the following shifts: 7:15 am to 3:15 pm 3:15 pm to 11:15 pm 11:15 pm to 7:15 am providing coverage over a twenty-four hour (24) period.
2. Employees who work the 3:15 pm to 11:15 pm shift for five (5) consecutive days will have two (2) consecutive days off; 11:15 pm to 7:15 am shifted worked by an employee for five (5) consecutive days that employee will have two (2) consecutive days off; and an employee who works the 7:15 am to 3:15 pm for five (5) consecutive days will have one (1) day off plus one (1) wild card. Employee's hours of work will follow the police department's shift.
3. Upon agreement between the employee and supervisor, an employee will be allowed to be assigned to another sergeant's shift. The employee's request shall not be unreasonably denied.

ARTICLE XIX

HOLIDAYS

A. The following holidays will be observed:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- President's Day
- One (1) Floating Holiday

B. Whenever any of the above holidays falls on a Saturday the Friday is granted or Sunday the following Monday is granted. Additional holidays as established from time to time by gubernatorial proclamation, by appropriate authority, by rule, proclamation, or order given in a given locality shall be granted for employees.

C. If a holiday occurs while an employee is on leave with pay the day shall be recorded as a holiday instead of sick or vacation leave.

D. Employees who work in the job title of Communication Operator/Typing will continue their current practice of receiving their holiday pay for six (6) holidays on the first pay in June and the payment for the remaining eight (8) received in the first pay check for the month of December.

E. A request to use a floating holiday shall not be unreasonably denied.

ARTICLE XX

SICK LEAVE

A. Sick leave means the absence of an employee from duty because of: (1) illness, injury, pregnancy disability, exposure to contagious disease; (2) necessary attendance upon a member of the immediate family, who is ill, including a person living in the household in a spousal relationship, or other relatives living in the employee's household; and (3) death of any person listed above.

B. 1. An employee will accumulate sick leave on the basis of one (1) day per month of service, or fraction thereof during the first year of employment.

2. Starting with the second year of employment, an employee shall be entitled to fifteen (15) days sick leave each calendar year. Sick leave will be credited in advance at the beginning of the calendar year.

3. Sick leave shall be cumulative.

4. Sick leave may be utilized in one (1) hour increments

5. A physician's certificate may be required whenever an employee is on sick leave for five (5) or more consecutive working days.

C. All employees **hired on or before April 1, 1994** who retire or sever employment from the Public Employees Retirement System shall be entitled to receive at fifty percent (50%) a lump sum payment for unused accumulated sick leave earned during continuous service since the recent date of hire. Earned sick leave shall be computed according to the average annual compensation received during the last year of his/her employment prior to the effective date of retirement. No lump sum payment shall exceed \$10,000.

1. If an employee accumulates fifty (50) sick days, which shall be called a bank, the employee will be entitled to "buy back" on an annual basis at 100% any sick days the employee has accumulated in excess of fifty (50) to a maximum of fifteen (15) days.

D. **"Sick Leave" buy back policy for employees hired after April 1, 1994: Employees will be allowed fifteen (15) days of paid sick leave each year of the Agreement. If an employee accumulates seventy-five (75) sick days, which shall be called a bank, the employee will be entitled to "buy back" on an annual basis, at 50%, any sick days the employee has accumulated in excess of seventy-five (75) to a maximum of fifteen (15) days. Minimum of seventy-five must be maintained. When an employee severs employment or retires, he shall be paid 75% of current salary for all sick time accrued. A \$10,000.00 maximum buy back limit shall be set.**

E. Beginning in 1995 an annual \$100.00 bond will be paid to any employee for non-use of sick time during the preceding year (i.e. A \$100.00 bond payable to the employee in 1995 for non-use of sick time in 1994). Said bond will be presented by January 31 of the year following the year of perfect attendance.

ARTICLE XXI

VACATION

A. Full-time employees shall be granted vacation leave as follows:

Years of Service	Amount of Vacation
Less than 1 year	1 day per month
1 - 3 years	12 days per year
4 - 10 years	15 days per year
11 - 15 years	20 days per year
16 - 20 years	25 days per year
over 21 years	30 days per year

B. Any increase in vacation days based on years of service shall be credited at the beginning of the calendar year in which the employee attains such years of service with anticipation that his/her employment will be continuous throughout the calendar year.

C. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the employer or other office of the same Employer provided there is no break in service of more than one (1) month.

D. Vacation leave shall be cumulative up to ten (10) days per year.

E. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by twelve (12), multiplied by the months of service completed within the particular year.

F. If a holiday occurs during a vacation leave it shall not be counted as a day of vacation.

G. If an employee is on vacation, and becomes ill during that time, not allowing him/her to continue his/her vacation, and can provide a doctor's proof of such illness, or should death in the family occur in accordance with the provisions of bereavement leave paragraph contained in this contract; then that time may be changed to sick and/or bereavement leave, as applicable, and his/her vacation leave shall be re-instated.

H. The City will continue its current practice of the vacation bonus to be paid to employees on the first pay day in June in the amount of 2% of the employee's previous year's salary.

I. **Donna Ellenbark is grandfathered in that she will receive fifteen (15) days in her third (3rd) year plus one day of employment, pursuant to the old earning schedule.**

ARTICLE XXII

BEREAVEMENT

A. All employees shall be entitled to a maximum of five (5) days leave with pay in the event of death in the immediate family. The immediate family shall be defined as: Spouse, Child or Parent.

B. Employees shall be entitled to three (3) days leave with pay in the event of death of employees' grandparents, grandchild, mother-in-law, father-in-law, brother, sister, son-in-law or daughter-in-law.

C. Employees shall be entitled to one (1) day leave with pay in the event of death of employees' sister-in-law, brother-in-law, aunt or uncle, and niece and nephew.

ARTICLE XXIII

LEAVES OF ABSENCE

1. JURY DUTY

A. Should an employee be obligated to serve as a juror, he/she shall receive full pay from the employer for all time spent on jury duty.

B. Any remuneration received by the employee from the court for such service will be deducted from the wages received for the corresponding workdays.

2. LEAVE WITHOUT PAY

A. Upon request, an employee may be granted an unpaid leave of absence for a period not to exceed one (1) year at any one time. Such leave may not be unreasonably denied.

B. Provisional employees may be granted up to sixty (60) days leave without pay.

C. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage for up to twelve (12) months after employer paid coverage ends by preparing the monthly premiums at least thirty (30) days before the coverage month.

3. OTHER LEAVES

A. All other proper and authorized leaves provided for by Federal or State law shall be recognized, and constituted as part of this Agreement.

B. The Employer and Union agree to abide by those sections of the Federal and State Family Leave Act that apply to the City as an Employer and Members of the Union as employees of the City covered by this agreement.

ARTICLE XXIV

LONGEVITY

A. Each employee shall receive longevity pay in accordance with the schedule outlined below. This payment shall be calculated as a percentage of the employee's base salary.

Years of Completed Service	% of Base Salary
5 Years	2%
10 Years	2.5%
15 Years	3%
20 Years	4%
25 Years	5%

B. All longevity payments will be made on the 1st day following the anniversary date by adjusting the employee's then current base pay.

C. Any eligible employee who retires during the course of the years will receive longevity pay on a monthly prorated basis.

ARTICLE XXV

WAGES

A. Employees hired on or before April 1, 1994:

Clerk	1993	1994		1995		1996	
	BASE	1/1-6/30	7/1-21/31	1/1-6/30	7/1-12/31	1/1-6/30	7/1-12/31
1st Year	\$15,523	\$15,833	\$16,308	\$16,635	\$17,134	\$17,476	\$18,001
2nd Year	\$17,539	\$17,890	\$18,426	\$18,795	\$19,359	\$19,746	\$20,338
3rd Year	\$19,079	\$19,461	\$20,044	\$20,445	\$21,059	\$21,480	\$22,124
4th Year	\$20,620	\$21,032	\$21,663	\$22,097	\$22,760	\$23,215	\$23,911

Clerk typist, Senior Clerk Typist,
Assistant Violations Clerk, Welfare Interviewer,
Neighborhood Preservation Coordinator, Payroll Clerk, Senior Clerk

	1993	1994		1995		1996	
	BASE	1/1-6/30	7/1-21/31	1/1-6/30	7/1-12/31	1/1-6/30	7/1-12/31
1st Year	\$22,148	\$22,591	\$23,269	\$23,734	\$24,446	\$24,935	\$25,683
2nd Year	\$22,699	\$23,153	\$23,848	\$24,325	\$25,054	\$25,555	\$26,322
3rd Year	\$23,260	\$23,725	\$24,437	\$24,926	\$25,673	\$26,187	\$26,973
4th Year	\$23,813	\$24,289	\$25,018	\$25,518	\$26,284	\$26,810	\$27,614

Senior Accounting Clerk

	1993	1994		1995		1996	
	BASE	1/1-6/30	7/1-21/31	1/1-6/30	7/1-12/31	1/1-6/30	7/1-12/31
1st Year	\$25,242	\$25,747	\$26,519	\$27,050	\$27,861	\$28,418	\$29,271
2nd Year	\$25,847	\$26,364	\$27,155	\$27,698	\$28,529	\$29,099	\$29,972
3rd Year	\$26,373	\$26,900	\$27,707	\$28,262	\$29,109	\$29,692	\$30,582
4th Year	\$28,074	\$28,635	\$29,495	\$30,084	\$30,987	\$31,607	\$32,555

B. Employees hired after April 1, 1994:

Clerk	1994		1995		1996	
	1/1-6/30	7/1-21/31	1/1-6/30	7/1-12/31	1/1-6/30	7/1-12/31
1st Year	\$14,249	\$14,677	\$14,970	\$15,419	\$15,727	\$16,199
2nd Year	\$16,101	\$16,584	\$16,916	\$17,423	\$17,772	\$18,305
3rd Year	\$17,515	\$18,040	\$18,401	\$18,953	\$19,332	\$19,912
4th Year	\$18,929	\$19,497	\$19,886	\$20,483	\$20,893	\$21,519

Clerk typist, Senior Clerk Typist,
Assistant Violations Clerk, Welfare Interviewer,
Neighborhood Preservation Specialist, Payroll Clerk, Senior Clerk:

	1994		1995		1996	
	1/1-6/30	7/1-21/31	1/1-6/30	7/1-12/31	1/1-6/30	7/1-12/31
1st Year	\$20,332	\$20,942	\$21,361	\$22,002	\$22,442	\$23,115
2nd Year	\$20,838	\$21,463	\$21,892	\$22,549	\$23,000	\$23,690
3rd Year	\$21,353	\$21,994	\$22,433	\$23,106	\$23,567	\$24,276
4th Year	\$21,860	\$22,515	\$22,966	\$23,655	\$24,128	\$24,852

Senior Accounting Clerk

	1994		1995		1996	
	1/1-6/30	7/1-21/31	1/1-6/30	7/1-12/31	1/1-6/30	7/1-12/31
1st Year	\$23,172	\$23,867	\$24,344	\$25,074	\$25,576	\$26,343
2nd Year	\$23,728	\$24,439	\$24,928	\$25,676	\$26,190	\$26,975
3rd Year	\$24,210	\$24,936	\$25,435	\$26,198	\$26,721	\$27,523
4th Year	\$25,772	\$26,545	\$27,076	\$27,888	\$28,446	\$29,299

C. The reference to years in this Article reflects years of employment meaning 1st year is equivalent to the first year in the job title; 2nd year is equivalent to the second year in the job title; 3rd year is equivalent to the third year in the job title; and 4th year is equivalent to the fourth year in the job title.

ARTICLE XXVI

PENSION PLAN

Pension and retirement benefits shall be provided to employees covered by this Agreement. The City will continue providing pension benefits according to its current contributions to the New Jersey Public Employees Retirement System.

ARTICLE XXVII

LIFE INSURANCE

Life Insurance will be provided by the City to the employee under the provisions of the New Jersey Public Employee Group Life Insurance Plan.

ARTICLE XXVIII

HEALTH BENEFITS

A. Health Insurance

1. The Employer agrees to provide, at no cost to the employees, health insurance coverage through the New Jersey State Health Benefits Plan. Coverage will begin on the first of the month following sixty day of service.

2. Employees eligible dependents who are enrolled in the above insurance program will be covered and the premiums will be paid by the Employer.

3. Employees who have HMO plans pay the excess charges under the New Jersey Benefits Plan. Retirees under this arrangement will have these excess charges automatically deducted by the State.

4. The Employer agrees to provide equal or better benefits, in addition to negotiating with the Union, in the event the City wants to change insurance carriers.

B. Retirees Health Insurance

1. Employees who retire after twenty-five (25) years of continuous service in the New Jersey State Health Benefit Plan will receive 100% Employer paid Medical/Hospitalization Insurance.

C. Dental Coverage

The City agrees to continue providing dental coverage not to be less than:

Preventive (Type I)

Plan pays 100%

Plan Includes:

Fluoride Treatment
Oral Examination
Prophylaxis
Space Maintainers
X-Rays

Basic (Type II)

Plan pays 80% after applicable deductible*

Plan Includes:

Repairs to Dentures, Crowns and Bridges
 Scaling and Root Planning
 Fillings
 Root Canal Therapy
 Extractions

Major (Type III)

Plan pays 50% after applicable deductible

Crowns
 Dentures
 Bridge Work
 Gingivectomy
 Gingival Curettage
 Periodontal Surgery

Orthodontia

Plan pays 50%

Plan Includes:

Bands and Appliances
 Cephalometric X-Ray
 Treatment Study Models

No deductible Type I

* Deductible amount includes Types II and III: \$25.00
 Calendar year maximum includes Types I, II, III: \$1,000.00
 Lifetime maximum for Orthodontia: \$500.00

E. Optical

The City agrees to continue providing a vision plan for the employees in the Supervisor Bargaining Unit according to the following schedule of services and benefits:

EMPLOYEE, SPOUSE AND CHILD*

<u>BENEFIT AVAILABLE</u>	<u>FREQUENCY OF BENEFIT</u>	<u>REIMBURSEMENT</u>
Professional Fees: Vision Exam	Once every 24 months**	\$ 25.00 (Pair)
Lenses:		

Single Vision	Once every 24 months**	\$ 24.00
Bifocal	Once every 24 months**	\$ 36.00
Trifocal	Once every 24 months**	\$ 46.00
Lenticular	Once every 24 months**	\$120.00
Frame	Once every 24 months**	\$ 20.00

Contact Lenses (in lieu of clear lenses and frame):

Medical	Once every 24 months**	\$200.00***
Elective (non-medical)	Once every 24 months**	\$ 75.00***

*Child: Any unmarried dependent child who has not attained his/her 19th birthday, or 23rd birthday if attending school full time. No age limit for wholly dependent mentally retarded/handicapped children.

**Exam and lenses are available to the developing child (up to age 19) once every 12 months.

***Includes the allowance for the examination.

F. Prescription

The City agrees to continue providing a prescription plan for employees in the Supervisor Bargaining Unit. There shall be a two (\$2.00) co-payment per prescription. This plan shall provide benefits to all eligible employees in the bargaining unit and their dependents.

ARTICLE XXIX

RE-EMPLOYMENT AFTER LAY-OFF

A. Each employee on lay-off shall be notified by the Employer of the first opportunity for re-employment. Notice of recall shall be on a seniority basis.

B. Notice of recall shall be in writing by registered mail, return receipt requested, to such employee's last known address filed with the Employer. Any employee who fails to accept an offer for re-employment within twenty (20) days after receipt of notice by registered mail, shall forfeit his seniority rights with respect to re-employment.

C. The rights of an employee to recall shall lapse after two (2) years from the date of lay-off.

ARTICLE XXX

SUB-CONTRACTING

The Employer agrees that any work normally performed by bargaining unit employees shall not be contracted out as long as the Employer has the necessary equipment, qualified employees are available to do the work, and the Employer has not demonstrated efficiency increases in the delivery of the services.

ARTICLE XXXI

SAVINGS CLAUSE

If any of the provisions of this Agreement should be held invalid by operational laws or regulation by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue to full force and effect.

ARTICLE XXXII

FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment and that the terms and conditions of employment shall not be changed during the life of the Agreement.

ARTICLE XXXIII

PERSONAL LEAVE

A. White Collar bargaining unit employees may request up to a maximum of two (2) personal days per year for personal business. Personal days shall be not accumulate from year to year. Request for use of a personal day shall not be unreasonably denied.

B. A request for a personal day must be made twenty-four (24) hours in advance, except in the case of an emergency. Emergency days may be granted for an unforeseen occurrence which the employee had not prior knowledge.

C. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to a time outside the work day.

ARTICLE XXXIV

TEMPORARY ASSIGNMENT

A. Employees temporarily assigned to Supervisory job classifications paying a higher rate than their regular rate shall receive the higher rate while working in such classification. The employee will receive a minimum of four (4) hours at the higher rate of pay.

B. Employees temporarily assigned to job classifications paying a lower rate than their regular rate shall retain their regular rate of pay.

C. The City shall reimburse a member who acts in the position of "Matron" at a differential rate of \$2.67 per hour over and above the employees normal hourly or overtime rate. The employee shall receive a minimum of four (4) hours at the differential rate per hour when assigned to work as a "Matron".

1. If a member has acted in the position of "Matron" and has been assigned to the position of "Matron" within the initial 4 hour time frame then it shall be considered part of the original 4 hour time frame and the minimum time frame of 4 hours shall not apply.

ARTICLE XXXV

DURATION OF AGREEMENT

A. This Agreement shall be effective from January 1, 1994 through December 31, 1996 and shall thereafter automatically renew itself until either party shall give at least ninety (90) days written notice prior to the expiration date of its desire to modify this contract. Upon the giving of such notice, the parties shall immediately proceed to negotiate a new contract, the terms of which shall be retroactive to the expiration date.

B. This Agreement and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding Agreement which continues beyond the expiration date of this Agreement.

C. Should the (State of New Jersey and/or the County/City/Municipality/Borough) adopt or allow for an increase or improvement in the following items prior to the termination of this Agreement, the Employer agrees to reopen negotiations on such increase or improvement within twenty (20) days of receipt of written request for negotiations from the Union.

(Examples)

1. Health Insurance
2. Dental Plan
3. Child Care
4. Other

Signed this 17th day of October, 1994

Employer

Communications Workers of
America, Local 1044, AFL-CIO

Walter W. Jost,
Mayor

Thomas Kilcourse,
Councilman

Steven Jarema,
Staff Representative

John J. Holman,
City Administrator

Anthony Kormann,
Councilman

Judith W. Conroy,
CWA Shop Steward

Charles Billingham,
Councilman

Elsie Loebell,
Councilwoman

Elizabeth R. Bryson,
Negotiating Committee Member

Jean Kaye,
Councilwoman

Jack Simila,
Councilman

MEMORANDUM OF AGREEMENT
AMENDMENT

This shall serve as an amendment to the October 5, 1992 agreement. All existing terms and conditions originally negotiated as of that date will remain in full force and effect with the exception of the following paragraph as it pertains to vacation:

"All unit members, including Dispatchers, will receive the following vacation leave:

Less than one (1) year one (1) day per month

one (1) to three (3) years twelve (12) days

START of four (4) years through
ten (10) years fifteen (15) days

START of eleven (11) years through
fifteen (15) years twenty (20) days

START of sixteen (16) years through
twenty (20) years twenty-five (25) days

START of twenty-one (21) years
and beyond thirty (30) days

The time is calculated on the calendar year and there is a maximum accumulation of ten (10) days for any given year of earning.