AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

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LOCAL 210

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNIT-2

January 1, 2019 through December 31, 2023

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This "Agreement" dated October 23, 2019 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 "E" 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 or civil union 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 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

- §1. Authorized Union representatives (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.
- §2. Employees may use the City e-mail system for official Union communications with other employees or authorized representatives of the Union.

Unit 2: 2019-2023

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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 may opt to have deducted from their compensation a representation fee in lieu of dues equal to a percentage of regular membership dues, fees and assessments paid by Union members for services rendered by the Union. The Union shall provide the City with an Agency Shop Fee Voluntary Checkoff and Continuation Form signed by the consenting non-member before the City withholds any agency fees on behalf of that non-member. The signed Agency Fee Voluntary Checkoff and Continuation Form shall expressly provide that the non-member is voluntarily and affirmatively consenting to have agency shop fees deducted from his/her pay and forwarded to the Union by the City. The signed Agency Fee Voluntary Checkoff and Continuation Form shall further provide that the non-member agrees to pay agency fees notwithstanding his/her Constitutional right not to pay such fees pursuant to the U.S. Supreme Court's decision in Janus v. AFSCME Council 31, 585 U.S. (2018). Said deduction will commence as soon as practicable after the City's receipt of the signed Agency Shop Fee Voluntary Checkoff and Continuation Form. 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 there is any change in membership dues **or agency fees**, 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 consistent with the terms and conditions of the Workplace Democracy Enhancement Act, P.L. 2018, c. 15, as it may be amended or interpreted by case law. In the event it is abolished or held unenforceable, the request may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and the deduction authorization cannot again be enacted 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 New Jersey Civil Service Commission (Civil Service) regulations;
- c. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to Civil Service regulations;
- d. the determination of the number of employees and of the duties to be performed, in accordance with applicable Civil Service 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 Civil Service job specifications.
- k. the exercise of complete control and discretion over its organization and the technology of the performance of its work;
- 1. 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 Civil Service job specifications as it deems appropriate.
- §2. 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.
- §3. 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, Civil Service appeal procedures shall be followed. Consistent with Civil Service procedures, the Department Director or designee shall preside at departmental hearings.
- §4. In declared governmental emergencies, including but not limited to storm response, the City may cancel any previously approved vacation leave, personal leave or compensatory time requests, provided that the cancelation of leave time would not cause an undue hardship on such employees. For example, preapproved leave time requests involving travel plans by the employee, where the employee is unable to

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cancel or reschedule travel reservations without suffering financial harm, would be considered an undue hardship.

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 workings 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 Director, 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 Director 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.

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- §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 "E", 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 Civil Service law of the State of New Jersey, or with rules, regulations or procedures thereunder, the Civil Service 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 Civil Service 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 by five percent, whichever is greater, except that the employee's new salary shall not be more than the maximum of the new salary range.

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 Directors 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.

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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 Director.

The schedule for the employees employed in the Municipal Court shall be as set forth in a Memorandum of Agreement between the City and Union dated April 12, 2018, a copy of which has been re-produced and is affixed to this Agreement as Exhibit "D" and made a part hereof.

§2. As far as practicable, non-rotating employees shall normally work five consecutive days, Monday through Friday. Due to the operating needs of various City departments, and the potential for declared governmental emergencies, including but not limited to storm response, other schedules of work outside of the normal work week defined above may be necessary, 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.

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- 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.

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 the regular hourly rate of pay multiplied by one and one-half (1½) for all work after a full work shift is worked, either eight hours, seven and one-half (7½) hours or 10 and three-quarter (10¾) hours, whichever is employee's regular work shift. If an employee works on the second unscheduled day of the work week, the rate shall be double time. This shall not apply to Telecommunicator unless they revert back to the prior five-days on, two-days off, 40 hour work week. The use of personal leave, sick leave, vacation leave, compensatory time and other paid leave shall not count toward hours worked for the purpose of determining overtime when employees work continuously past their normal stop 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. An employee may use compensatory time upon written request and three days notice. The request shall be subject to approval by the Department Director or designee. Notice may be waived in the discretion of the Department Director or designee in emergency

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- circumstances. Compensatory time may accrue in accordance with the FLSA. However, the City retains the right to buy-out an employee's compensatory time in December of each year, so long as the affected employee is able to carry over at least 24 hours to the following calendar year.
- §4. An employee who completes 16 continuous hours of work shall receive an eight hour rest period without compensation. However, if this rest period involves any part of the employee's normally scheduled work shift, the employee shall lose no time or pay thereby.

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. Effective **August 27, 2019**, an employee physically called into work while off-duty shall be paid overtime but with a minimum pay of **five** hours at straight time. An employee remotely called upon to work while off-duty shall be paid overtime but with a minimum pay of three hours at straight time. The term remotely shall refer to the ability to perform all work at a non-work location via a computer or portable internet-ready device, such as a laptop, smart-phone or I-Pad. No call-in shall be permitted nor paid unless authorized by the Department Director or designee prior to it being worked. If the employee cannot complete assigned work remotely, a physical call-in may be authorized, in which case the employee shall receive a minimum pay of **five** hours at straight time in lieu of a remote call-in.

Note: Prior to August 27, 2019, the minimum pay provision was four and one-half hours.

Should an employee be called in again for any reason within one hour of being released from duty by clocking or logging out, the employee shall immediately return to duty, and said call-back shall be treated as the same call-in. If the employee fails to return to work, then the minimum pay provision shall be forfeited and just overtime shall be paid in accordance with Article 18.

- §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 shall mean overtime arranged in advance, and it shall not be considered a call-in.
- §3. Effective January 1, 2016, designated Nurses, Registered Environmental Health Specialists, Water-Sewer Utility and Municipal Court employees shall receive \$2.75 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 Director or supervisor. When activated for work, Standby Pay shall cease for the period of time worked, and such employees shall

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be entitled to overtime set forth in Article 18 but shall not be entitled to minimum pay set forth in §1 of this Article.

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

Article 21 - Meals

- §1. For 2019 only, 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.

Effective January 1, 2020, in lieu of a meal, employees shall receive \$10.50 through payroll as stated above.

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

Article 22 - Holidays

§1. Employees, except Public Safety Telecommunicators, shall receive the following paid holidays off at straight time:

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas 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 paid unless the employee is active on the City payroll on the date of the observed holiday. An employee who uses sick leave immediately before or after an observed holiday shall submit acceptable medical evidence substantiating the use of sick leave to be entitled to holiday pay. Such verification shall not apply to an employee who works on the observed holiday.
- §4. Should a designated holiday occur while an employee is on approved vacation leave, said day shall count as a holiday, not vacation leave.
- §5. Holidays that occur on a Saturday shall be observed on the preceding Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

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§6. For Municipal Court personnel, in the event a holiday falls on either a Wednesday or Friday, the employee will receive the same compensation for that week as they would during a non-holiday week, with no additional time off and no less time off.

Article 23 - Personal Leave

- §1. Employees, except Public Safety Telecommunicators, shall be credited four personal leave days annually at the beginning of each year. Employees in their first and 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.
- §2. Personal leave shall not accumulate from year to year, unless the employee is on paid medical leave or military leave of absence which commences on or after October 1st and extends through the end of the year. In that event, the employee shall be able to carry over any earned but unused personal time for use during the first three months that the employee returns to work. In no event, however, shall personal leave be paid out upon separation from employment.
 - Should an employee use credited personal leave that is not earned and separates employment, the employee shall be liable to the City for such unearned personal leave pursuant to the earning criteria set forth in §1 above.
- §3. Employees shall request personal leave use in writing with three days notice to the Department Director or designee. Said request shall be granted if the Department Director or designee determines that the employee's absence will not interfere with the proper conduct of the Department. Notice may be waived in emergency circumstances as determined by the Department Director or designee. Personal leave shall be rescheduled if an employee on scheduled personal leave is called into work or voluntarily works during an emergency.
- §4. Employees may not use any personal leave until completing 90 days employment with the City, unless in emergency circumstances, the Department Director or designee approves such use. Personal leave subject to the 90 day provision shall be carried over to the succeeding year.
- §5. Personal leave cannot be used after the fact, such as to cover tardiness to work.

Article 24 - Vacations

- §1. All employees, except Public Safety Telecommunicators, shall be credited with the following vacation leave with pay upon each calendar year for their continuous service with the City:
 - a. One working day for each month during the first 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.

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- 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.
- §2. Vacation leave shall be taken in the year earned and granted, so far as practicable, at the employee's request. Employees shall submit vacation requests at least 14 working days in advance. Preference for vacation leave shall be given in order of seniority. Employees may carry over five vacation days to the following year. The Business Administrator may approve additional vacation leave to carry over. However, vacation not taken in a given year because of business demands, as determined by the Business Administrator or designee, shall accumulate and be granted during the next succeeding year only.
- §3. Employees commencing employment during the first eight calendar days of the month shall be credited with having worked a full month for vacation accrual. Employees commencing employment on the 9th through 23rd day of the month shall accrue one-half of the monthly allotment. Employees commencing employment after the 23rd day of the month shall not be credited with working said month for vacation accrual.
- §4. New employees may not use vacation leave until completing 90 days employment with the City. In extraordinary circumstances, the employee may use earned vacation leave prior to completing said 90 days employment upon approval of the Division Head or designee. Should an employee be unable to use vacation leave due to the 90 day provision, said leave may be carried over to the succeeding year.
- §5. Vacation pay will be paid to employees terminating employment, except that employees terminated from employment within their first 90 days of employment shall not receive vacation pay. The amount of vacation pay will be proportional to the amount accrued during the year of termination. An employee who terminates during the first 15 days of the month shall not be credited with working said month. An employee who terminates after the 15th day of the month shall be credited with working said month. In the event of death, vacation pay shall be paid to the employee's beneficiary. An employee's rate of vacation pay shall be based on the employee's regular rate of pay.

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. Except for the foregoing, nothing shall be done which shall interfere with the work of any employee 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. <u>Family Leave</u>. 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 Director 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 preapproved by the Department Director.
- §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 Director for reimbursement.

Article 33 - Uniform Reimbursement and Advanced Training

- §1. The City shall reimburse up to \$450 annually for professionally recognized 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.
- §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 required to perform the duties of the job, has been approved by the Department Director in writing prior to enrollment in said course and the employee submits a certificate of successful completion to the Department Director. 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. <u>Safety Shoes</u>. Each employee working in a non-office environment as specified in this section shall be reimbursed an annual amount not to exceed \$108 for safety shoes upon the employee submitting the original paid receipt for said shoes and original safety-toe documentation verifying ASTM-F2412 or ASTM-F2413 compliance. If documentation is not provided by the shoe manufacturer, then compliance verification shall be determined by the employee's supervisor. If OSHA mandates that the footwear be

AND AS dielectric, the above reimbursement shall be an additional \$25. Reimbursable footwear must be worn on the job as a condition of employment by employees working in a non-office environment in the following departments:

a. Department of Administration (Mechanic only)

- b. Department of Municipal Utilities, including Water-Sewer Utility
- c. Department of Public Works

Effective January 1, 2020, the annual safety shoe reimbursement as stated above shall be up to an amount not to exceed \$120. Also, effective January 1, 2020, the following department shall be added:

- d. Department of Licenses and Inspections (Field Inspector only)
- §4. <u>Safety Glasses</u>. 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:

Administration:

Mechanic

Mechanic's Helper

Sr. Mechanic

Streets and Roads:

Laborer

Tree Trimmer Truck Driver

Equipment Operator

Motor Broom Operator Maintenance Repairer

Tree Climber

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

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Supervising Pumping Station Operator

Stock Clerk

Street Marking Traffic Signs:

Senior Traffic Maintenance Worker

Laborer

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 Director:

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. For employees required to hold and maintain a Commercial Driver's License (CDL) as a condition of employment, the City shall pay for the CDL application fee and the difference between the CDL and a Basic Automobile Driver's License.

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§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.
 - 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:
 - 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.
 - 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 eight months 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 eight month 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 (1½) 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 Director or designee shall be notified prior to the employee's starting time. 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 is absent on sick leave for five or more consecutive working days, or totaling more than 10 non-consecutive days in one calendar year, may be required to submit acceptable medical evidence substantiating the medical condition. In cases where a chronic medical condition causes recurring absences of one day or less, one such medical evidence submission shall cover a six month period. Any abuse of sick leave shall be cause for disciplinary action.

- a. 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.
- b. The Business Administrator may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. The Business Administrator may also designate the employee's Department Director to obtain such proof of illness. Abuse of sick leave shall be cause for disciplinary action.
- c. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the City by a physician designated by

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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.

§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 shall provide health insurance to all employees and their eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. The City shall continue to provide a health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all other benefits included in the New Jersey State Health Benefits Program (SHBP). Employees will be subject to any co-payment established by the medical coverage selected by the employee. The City retains the unilateral right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the overall level of benefits or administrative procedures is substantially equivalent to the plans and coverages provided from time to time under the New Jersey State Health Benefits Plan.
- §2. Effective January 1, 2020, or as soon as practicable after the ratification of this Agreement, the City shall provide, as the base plan, the State Health Benefits Plan, New Jersey Horizon Direct or Aetna Freedom 15/25 Plan. In the event the employee chooses a plan with a higher premium, the employee shall pay the difference in the premium between the NJ Direct 15/25 or Freedom 15/25 Plan and the plan selected. No reimbursements or compensation will be paid in the event an employee chooses a plan with a lower premium than the NJ Direct 15/25 or Freedom 15/25 Plan. The City retains the unilateral right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the overall level of benefits or administrative procedures is substantially equivalent to the plans and coverages provided from time to time under the current plan.

§3. The City shall provide a generic prescription plan for employees and their eligible dependents. 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:

Name brand, including mail order: \$25.00 Generic, including mail order: \$15.00

- §4. An employee who retires with at least 25 years of creditable service in the New Jersey Public Employees Retirement System shall receive the same prescription coverage as active employees, which may change from time to time, until said employee:
 - 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 prescription program, such as Medicare.
- §5. Employees and their eligible dependents shall receive a basic dental care plan and choose from among a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. or Delta Preferred Provider Option, or their successors.
- §6. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of their portion of said health benefit premiums in accordance with the applicable regulations and City Policy.
- §7. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. Any change in insurance provider that is not substantially similar to the level of benefits or administrative procedures currently in place will be subject to negotiation.
- §8. The City shall make available a supplemental temporary disability insurance program to employees. This supplemental temporary disability insurance program shall be fully paid for and funded by the employees who choose to participate in the program. The City shall help administer such program, but shall not be under any obligation to fund or maintain the program in any way, in whole or in part. One Union representative shall be selected by the Union Business Manager to attend presentations, requests for proposals and provide input to the City in the selection of the temporary disability insurance carrier. However, the City reserves the unilateral right to select such carrier.
- §9. The City offers a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, whereby employees who receives health benefits from an entity other than the City may waive City provided health benefits and receive an incentive as follows:

	<u>Medical</u>	<u>Prescription</u>
Family Coverage Incentive:	\$1,500	\$1,000
Husband/Wife Coverage Incentive:	\$1,300	\$650
Parent/Child Coverage Incentive:	\$1,400	\$650
Single Coverage Incentive:	\$750	\$400

The waiver incentive shall be considered a supplemental pay and subject to a flat tax in accordance with IRS rules. The City's policy to allow employees to waive coverage and the amount of the incentive is not negotiable, and is subject to change from time to time. The City also reserves the right to discontinue the waiver payment at any time. In addition, in the event spouses or civil union partners are both employed by the City, health insurance coverages provided herein, including but not limited to the Prescription Plan, shall be afforded to only one designated spouse with the other spouse covered as a family member. Further, eligible children can only be covered by one participating subscriber. No waiver payment shall be paid to any employee whose spouse or civil union partner is also employed by the City and receives his/her health insurance from the City. Employees who waive coverage under these provisions may immediately resume City provided health benefits if they lose their health benefits with the other entity.

§10. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefit Reform Law adopted June 28, 2011. Payments shall be made by the way of withholdings from each employee's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'. Specifically, employees shall contribute a percentage of the premium as follows:

		Member/Spouse/Partner	
Salary Range	Single	& Parent/Child	Family
Less than 20,000	4.50%	3.50%	3.00%
20,000-24,999.99	5.50%	3.50%	3.00%
25,000-29,999.99	7.50%	4.50%	4.00%
30,000-34,999.99	10.00%	6.00%	5.00%
35,000-39,999.99	11.00%	7.00%	6.00%
40,000-44,999.99	12.00%	8.00%	7.00%
45,000-49,999.99	14.00%	10.00%	9.00%
50,000-54,999.99	20.00%	15.00%	12.00%
55,000-59,999.99	23.00%	17.00%	14.00%
60,000-64,999.99	27.00%	21.00%	17.00%
65,000-69,999.99	29.00%	23.00%	19.00%
70,000-74,999.99	32.00%	26.00%	22.00%
75,000-79,999.99	33.00%	27.00%	23.00%
80,000-84,999.99	34.00%	28.00%	24.00%
85,000-89,999.99	34.00%	30.00%	26.00%
90,000-94,999.99	34.00%	30.00%	28.00%
95,000-99,999.99	35.00%	30.00%	29.00%
100,000-109,999.99	35.00%	35.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

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Article 37 - Bulletin Boards

The City shall furnish adequate 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 Period

- §1. The City shall pay employees weekly on the applicable Friday. Should the payroll office be scheduled for closure on a Friday, paychecks shall be issued on the preceding day.
- §2. The City shall administer a payroll deduction plan for savings accounts in accordance with procedures of the **Chief Financial Officer**.
- §3. The City shall endeavor to provide as much information on paychecks as employees desire within the capabilities of the computerized payroll system. Pay receipts currently specify:
 - a. base pay.
 - b. overtime pay.
 - c. other payments, hours and entitlements.
 - d. accrued benefit time.
 - e. deductions.
 - f. year-to-date deductions.
- §4. All employees shall be enrolled in a Direct Deposit plan in accordance with procedures of the City's Chief Financial Officer. After the Direct Deposit plan is implemented, paystubs may be issued on paper or paperless as determined by the Chief Financial Officer.

Article 39 - Wages

- §1. Effective January 1, 2014, no wage guides shall be in effect, and salary guides shall be replaced with salary ranges establishing a minimum and maximum pay for each grade and classification as set forth in Exhibit "E".
- §2. Effective January 1, 2019, employees shall receive a two percent (2.00%) increase to their base wages.
- §3. Effective January 1, 2020, employees shall receive a two and three-quarters percent (2.75%) increase to their base wages.
- §4. Effective January 1, 2021, employees shall receive a two and three quarters percent (2.75%) increase to their base wages.
- §5. Effective January 1, 2022, employees shall receive a two and one-half percent (2.50%) increase to their base wages.

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- §6. Effective January 1, 2023, employees shall receive a two and one-half percent (2.50%) increase to their base wages.
- §7. All wage increases shall be retroactive to the dates set forth above and shall be provided to all employees still employed by the City of Vineland as of the ratification of this Agreement by both parties and to those employees who have died or retired from the bargaining unit. No employees who have otherwise left the employ of the City of Vineland shall be entitled to retroactive pay.
- §8. Employees hired on or after the ratification of this Agreement shall be assigned a salary for the position within the established minimum and maximum salary established by the City. The assignment of salary for those employees shall be determined by the Appointing Authority, in consultation with the Business Administrator, Department Director and Personnel Director. In placing new employees, the employee's education, experience and any other relevant factors shall be considered. In no event shall the new employee's salary be more than five percent (5%) higher than the minimum salary. No new employee shall be placed at a salary which is higher than a current member in the same title with comparable education and experience.

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 a bereavement service. At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or date of the bereavement service, whether the days are working or non-working. Funeral leave requests shall be subject to the approval of the Department Director, and employees shall be required to submit a copy of the relative's bereavement announcement or obituary. In addition, an employee may use two sick days to attend a bereavement service located over 400 miles from Vineland upon approval of the Department Director, which shall not be unreasonably denied.

Article 41 - Essential Personnel

The parties acknowledge and agree that some members of this bargaining unit are essential personnel and, therefore, are expected to report to work and work their regularly scheduled work hours even in the event that non-essential personnel are not required to report to work or are not required to work their regularly scheduled work hours for any reason including but not limited to a weather-related event or an unscheduled holiday declared by the Mayor. Therefore, employees of this bargaining unit who are designated as essential personnel shall receive no additional compensation or time off for reporting to work and working their regularly scheduled work hours on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled work hours for any reason including, but not limited to, a weather-related event or an unscheduled holiday declared by the Mayor.

2019-2023

The titles in the following departments shall be considered "Always Essential":

- Administration Division of Equipment Maintenance and Vehicle Fueling Facility
- Municipal Utilities
- Police
- Public Works

The Department Director or designee shall determine if an employee is essential depending on the specific situation.

The titles in the following departments shall be considered "Sometimes Essential":

- Administration All divisions except Equipment Maintenance and Vehicle Fueling Facility
- Finance
- Fire
- Health
- Law, including the Municipal Court
- Licenses and Inspections

The Department Director or designee shall determine if an employee is essential depending on the specific situation.

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Article 42 - 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, 2019**, and shall remain in effect through **December 31, 2023**, 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:

Mayor

ATTEST:

ATTEST:

Municipal Clerk

Negotiating Committee:

Negotiating Committee:

Negotiating Committee:

Negotiating Committee:

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Exhibit "A" Public Safety Telecommunicators

This Exhibit details benefits unique to Public Safety Telecommunicators and Senior Public Safety Telecommunicators, hereinafter referred to as "Telecommunicators". Telecommunicators shall be entitled to the general benefits in this Agreement and likewise shall be bound by its general provisions unless in direct conflict with the Exhibit. For example, the administration of personal leave is a general provision which will be applicable to all employees and Telecommunicators. The amount of personal leave, however, is set forth in this Exhibit, and therefore will be applicable only to Telecommunicators, while the amounts set forth for other employees in the Personal Leave Article will not be applicable to Telecommunicators.

§1. Work Schedule. Telecommunicators shall work a four-days on, four days off work schedule consisting of 10.75 hour work days and an annual allotment of 15 eight hour training days to be structured by the Chief of Police or designee, hereinafter referred to as the "alternative schedule". Eight hour work days may replace training days at the discretion of the Chief of Police. The alternative schedule shall be considered a 2080 plan under the FLSA and as set forth herein.

Notwithstanding any other provision of this Agreement, the mere fact that an employee works more than 40 hours in any given work week solely by working regularly scheduled hours shall not entitle the employee to receive overtime pay. That is, overtime shall not be granted simply because an employee works in excess of 40 hours in any given week particularly when it exists by virtue of the implementation of the new alternative schedule. It is noted that only regular time worked shall count towards an approximate yearly average of 2080 hours. Some employees will surpass the 2080 hours and some employees will fall below the 2080 hours but it is generally understood that all employees over a period of time shall work an approximate average of 2080 hours so long as no employee is required to be reimbursed for any regular time worked in excess of 2080 hours per year and likewise. No liability will be incurred by either the City or the employees for time worked greater than or less than 2080 hours per year.

Paid days off, such as vacation and sick leave will be calculated in hours based on an eight-hour day (i.e. 15 sick days will be calculated as 120 hours).

The City may, in its absolute discretion, revert the Telecommunicators back to the prior five-days on, two-days off, 40 hour work week, provided 60 days written notice given. In the event of reversion, all adjustments to contractual paid time and benefits, including double time for working on the second unscheduled day of the work week will revert back to the collective bargaining agreement dated March 1, 2007 and covering the term from 2006 - 2010.

Telecommunicators shall submit their shift preference in order of seniority, starting with the most senior by date of hire to the most junior by date of hire. In making a determination as to shift assignments, the Chief of Police will take into consideration each employee's seniority within the Police Department and, with all things being equal and all qualifications being equal, shall assign employees to various shifts as he determines to be in the best interests of the Department. The Telecommunicators recognize that the Chief of Police must ensure, that the proper complement of employees combined with their varying experience and qualifications are deployed in an appropriate manner to maintain the efficiency of the Police Department.

Shift preferences shall be provided to the Chief of Police by the Telecommunicators, immediately; and shall be provided to the Chief of Police no later than November 15 of any given calendar year hereinafter to deal with any change in shift assignments. Likewise, the Chief of Police or designee shall,

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- except in the case of an emergency, notify the Telecommunicators of any changes in shift assignments at least 30 days prior to such change.
- §2. Overtime. Telecommunicators shall have the right of first refusal to fill scheduled overtime assignments within the 911 Communication Center. Overtime shall be assigned based upon a rotating schedule to equalize the opportunity for overtime for all Telecommunicators. Police officers, who are properly trained, may be used to supplement staffing of the Communication Center in lieu of calling in off duty Telecommunicators for unscheduled overtime. Overtime shall be paid at one and one-half the regular hourly rate of pay for all time worked over regularly scheduled work hours.
- §3. <u>Shift Differential</u>. Shifts for Telecommunicators that run over normally scheduled day shifts shall not be entitled to shift differential as set forth in this Agreement.
- §4. <u>Holidays</u>. In lieu of paid holidays off, Telecommunicators shall receive 48 hours pay in the last pay period of June and 56 hours pay in the first pay period of December. Telecommunicators who do not work a full year will have holiday pay prorated based on the number of holidays worked. Holiday pay shall not be paid unless the employee is active on the City payroll on the date of the observed holiday. 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.
- §5. <u>Personal Leave</u>. Telecommunicators assigned to the alternate four-on, four-off schedule shall be credited 32.25 personal leave hours annually (three 10.75 hour shifts) at the beginning of each year. Employees in their first and final year of employment shall earn one personal leave shift every four months provided the employee is on the payroll for at least 60 consecutive days between each four month period as follows:
 - a. January 1 and April 30.
 - b. May 1 and August 30.
 - c. September 1 and December 31.
- §6. <u>Vacations</u>. Telecommunicators shall receive the following annual vacation leave with pay for their continuous service with the City, as herein provided:
 - a. 8 hours for each month up to one year of service.
 - b. 120 hours after one year and up to five years of service.
 - c. 144 hours after five years and up to 10 years of service.
 - d. 168 hours after 10 years and up to 15 years of service.
 - e. 192 hours after 15 years and up to 20 years of service.
 - f. 200 hours after 20 years of service and up to 27 years of service.
 - g. 240 hours after 27 years of service.

Administration of vacation leave shall be in accordance with Vineland Police Department procedures.

- §7. <u>Uniform Reimbursement</u>. If Telecommunicators are required to wear uniforms, they shall be reimbursed for uniform expenses up to \$400. If such employee works less than one full year, then such amount shall be prorated for the period worked.
- §8. Sick Leave. Telecommunicators shall provide one-half hour notice when calling out sick.

Exhibit "B" Water Repairer Apprenticeship Program

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 Civil Service 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 Civil Service 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).

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Exhibit "C" Water Treatment License Incentives

The Water-Sewer Utility is required by the State of New Jersey, Department of Environmental Protection (NJDEP) to have a succession plan, regarding licensed operators. Employees who are promoted internally must attend classes on their own time and pass State exams to receive the licenses. The NJDEP licenses are as follows: Water Distribution System (W License) and Public Water Treatment System (T License). Each License has four levels: W-1, W-2, W-3, W-4; T-1, T-2, T-3, T-4.

The following incentives shall be provided to those employees who achieve the following NJDEP licenses. The amount for each level is in addition to the levels below. The increase is in addition to the employee's hourly rate.

T-1, W-1 = \$0.25 each T-2, W-2 = \$0.50 each T-3, W-3 = \$0.75 each

T-4, W-4 = \$1.00 each

EXAMPLES:

- An employee who holds a T-1 and W-1 license will receive \$0.50 in addition to his hourly rate of pay.
- An employee with sufficient time and experience who opts to bypass the T-1 & W-1 and successfully passes the State exam for the T-2 & T-3 will receive an additional \$1.50 per hour.
- An employee who held a T-2 and W-2 license and successfully passed the State Exam for a T-3 and W-3 will receive an additional \$1.50 per hour.

Compensation for NJDEP T and W licenses shall be retroactive to the date the license is received or January 1, 2014, whichever is later.

All newly hired employees with NJDEP T and W licenses will be compensated additionally to their starting pay according to the contract.

All employees are required to abide by City policy regarding educational courses.

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Exhibit "D" Municipal Court Employees

- 1. Effective April 9, 2018, Municipal Court employees shall regularly work 37.5 hours per week with 7.5 hours on Monday, Tuesday and Thursday as is their present schedule. On Wednesdays, employees shall regularly work 10 hours with three those hours being evening hours. The Wednesday hours shall be 8:30 am until 8:00 pm. During that period, a one hour lunch break will be provided and a half hour dinner break will be provided. On Fridays. employees shall regularly work five hours from 8:00 am until 1:00 pm.
- 2. Employees shall receive their regular rale of pay, not overtime, for working their regularly scheduled hours as set forth in paragraph 1. Overtime shall be paid at the regular hourly rate of pay multiplied by one and one-half (1.5) for all hours worked beyond the employee's regularly scheduled hours.
- 3. Leave time (vacation, personal, sick, etc.) shall be deducted on an hour for hour basis. For example, an employee who takes a sick day on a Wednesday, shall be charged 10 hours of sick leave. An employee who takes a sick day on a Friday, shall be charged five hours of sick leave.
- 4. The parties understand and acknowledge that this Agreement is made without prejudice to any position either party may have raised, or could raise in the future, and shall not be considered precedent setting.

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Exhibit "E"

Grade and Classification Wage Ranges

Grade and Classification	Range	2019	2020	2021	2022	2023
1-W-I				26162	26014	27.405
■ Clerk 1	Min	24,779	25,460	26,160	26,814	27,485
	Max	35,721	36,704	37,713	38,656	39,622
1-W-II	3.5	05.045	06040	06.750	07.407	20 112
Account Clerk	Min	25,345	26,042	26,758	27,427	28,113
Clerk 1 - Bilingual	Max	36,375	37,376	38,403	39,363	40,348
Clinic Attendant, Bilingual						
Health Aide, Bilingual					,	
1-W-III	Min	25.016	26.620	27.261	28,045	28,746
• Keyboarding Clerk 1	Min	25,916	26,629	27,361 39,100	40,078	41,080
Records Support Technician 1	Max	37,035	38,054	39,100	40,078	41,000
2-W-I	Min	26 501	27.220	27,978	28,678	29,395
Account Clerk-A	Min	26,501	27,229 38,732	39,797	40,792	41,812
Clashier	Max	37,695	36,732	39,191	40,792	41,612
Clerk Transcriber						
Keyboarding Clerk 1, Bilingual						
2-W-II Cashier, Bilingual	Min	27,046	27,790	28,554	29,268	30,000
Cashier, BilingualCommunity Service Aide, Bilingual	Max	38,354	39,409	40,493	41,505	42,542
 Keyboarding Clerk 2 	Iviax	36,334	39,409	40,473	41,303	72,572
Payroll Clerk						
Purchasing Assistant						
Receptionist, Bilingual						
2-W-III						
Assistant Violations Clerk*	Min	27,691	28,452	29,235	29,966	30,715
Clerk 2*	Max	39,673	40,764	41,885	42,932	44,005
Keyboarding Clerk 2, Bilingual	IVIUX	33,073	10,701	11,000	.2,552	1,,000
Medical Records Clerk						
Recreation Leader						
2-W-IV						
Clerk 2-A*	Min	28,854	29,647	30,463	31,224	32,005
Records Support Technician 2	Max	45,606	46,860	48,149	49,353	50,587
Sr. Account Clerk					,	,
Sr. Cashier*						
Sr. Clerk Transcriber			ets.			
 Sr. Medical Records Clerk 						
Sr. Purchasing Assistant						
3-W-I						
Assessor Trainee	Min	29,987	30,812	31,659	32,450	33,262
Code Enforcement Officer, Trainee	Max	46,920	48,210	49,536	50,774	52,044
Computer Operator, Trainee		,	les			
■ Engineering Aide						
Sr. Engineering Clerk						
3-W-II					(
Clerk 3	Min	31,086	31,940	32,819	33,639	34,480
Computer Operator	Max	47,909	49,227	50,581	51,845	53,141
 Keyboarding Clerk 3* 						
Principal Account Clerk						

Exhibit "E" **Grade and Classification Wage Ranges**

Grade and Classification	Range	2019	2020	2021	2022	2023
a w w						
3-W-III Animal Control Officer	Min	32,350	33,240	34,154	35,008	35,883
Clerk 3-A*	Max	49,225	50,579	51,970	53,269	54,601
Code Enforcement Officer	IVIAX	49,223	30,379	31,970	33,209	34,001
Field Rep. Housing Inspector						
Principal Account Clerk-A						
Principal Cashier						
Principal Payroll Clerk						
Records Support Technician 3	13					
Sr. Computer Operator						
 Violations Clerk 						8
4-W-I						
 Administrative Clerk 	Min	33,391	34,309	35,252	36,134	37,037
 Assistant Assessor 	Max	50,868	52,267	53,705	55,047	56,423
 Building Inspector Apprentice 						†
 Customer Service Representative* 						
Deputy Municipal Court Administrator*						(4)
Drafting Technician						
 Housing Inspector Trainee 						
Principal Purchasing Assistant						
Sr. Engineering Aide						
Sr. Engineering Aide, E.U.						
4-W-II ■ Clerk 4	Min	26 210	27 217	20 242	39,302	40,284
Clerk 4 Clerk Stenographer 4	Max	36,318 57,126	37,317 58,697	38,343 60,311	61,819	63,365
Radio Dispatcher	IVIAX	37,120	38,097	00,511	01,819	03,303
Records Support Technician 4						
Sr. Code Enforcement Officer						
Supervising Account Clerk				ia.		341
 Supervising Assessing Clerk 						
 Supervising Cashier 						
 Supervising Payroll Clerk 						
4-W-III						
 Inventory Control Clerk 	Min	37,170	38,192	39,242	40,223	41,229
Secretarial Assistant*	Max	58,124	59,722	61,364	62,899	64,471
Sr. Drafting Technician						
■ Sr. Customer Service Representative*				a a		
5-W-I						
Administrative Secretary	Min	37,979	39,023	40,096	41,099	42,126
Computer Service Technician	Max	58,780	60,396	62,057	63,608	65,198
GIS Specialist Trainee						
Municipal Court Administrator						
Principal Engineering Aide						
 Public Safety Telecommunicator Trainee 			L			

Exhibit "E"

Grade and Classification Wage Ranges

Grade and Classification	Range	2019	2020	2021	2022	2023
CWIX						
6-W-I	Min	40.810	41,942	43,095	44,173	45,277
Accounting AssistantFire Prevention Specialist	Min Max	40,819 62,076	63,783	65,537	67,176	68,855
 Housing Inspector* 	IVIAX	02,070	05,765	05,557	07,170	00,033
Principal Drafting Technician			ē			
Project Coordinator, Special Events						
 Public Health Investigator 						
Public Safety Telecommunicator						
Registered Environ. Health Specialist Trainee, PH						
 Supervising Engineering Aide 						
■ Training Aide			141			
6-W-II						
 Assistant Supervisor of Accounts 	Min	42,234	43,396	44,589	45,704	46,846
 Assistant Supervisor Billing & Collecting 	Max	63,719	65,472	67,272	68,954	70,678
GIS Specialist 3	U	1000		ARIO		
Sr. Assistant Assessor						8
 Sr. Housing Inspector* 	5.					
Sr. Planner		v				
 Supervising Computer Operator 						
 Technical Assistant, Land Use 						
7-W-I						
 Assistant Administrative Analyst 	Min	43,615	44,815	46,047	47,198	48,378
Building Inspector	Max	65,038	66,827	68,665	70,381	72,141
Community Service Worker						
Construction Inspector						
Electrical Inspector				9		
Graduate Nurse, Public Health						
 Inspector Road Opening Management Assistant* 						
Management Assistant*Plumbing Inspector						
Sr. Computer Service Technician						
Sr. Public Information Assistant						
Sr. Public Safety Telecommunicator						
Social Worker, Health						
■ Supervising Animal Control Officer						
 Supervising Drafting Technician 						
7-W-II						
Accountant	Min	45,565	46,818	48,106	49,309	50,541
 Electrical Subcode Official 	Max	67,019	68,862	70,756	72,525	74,338
 Environmental Health Specialist 						8
 Environmental Specialist 1 			8.			
Field Rep, Health Education						
 Fire Protection Subcode Official 	6.					
GIS Specialist 2						
 Plumbing Subcode Official 		1	=			
Public Health Nurse						
 Safety & Insurance Coordinator 						
 Safety Inspector 						
 Sr. Building Inspector 						
Sr. Electrical Inspector						
Sr. Plumbing Inspector						
Training Coordinator						
Registered Environmental Health Specialist, PH]			A . O

Exhibit "E"

Grade and Classification Wage Ranges

Grade and Classification	Range	2019	2020	2021	2022	2023
o w r						
8-W-I Assistant Engineer	Min	48,811	50,153	51,533	52,821	54,141
Assistant Engineer Assistant Planner	Max	73,949	75,983	78,072	80,024	82,024
Land Surveyor	IVIAX	73,747	75,705	70,072	00,024	02,021
Network Administrator 1						
Program Monitor						
 Sr. Community Service Worker* 						
 Sr. Data Processing Programmer 						
8-W-II				=		
Assistant Engineer, Civil	Min	52,214	53,650	55,125	56,503	57,916
Assistant Engineer, Highways	Max	77,883	80,025	82,226	84,281	86,388
Assistant Engineer, Traffic		,	15 a 3 a a a a	,		,
 Data Processing System Programmer 						
GIS Specialist 1						
Health Educator						
Loan Advisor						
 Management Specialist 						
Sr. Accountant						
Sr. Engineer						
 Sr. Engineer, Highways 						
 Sr. Environmental Health Specialist 						
 Sr. Planner Land Development Review 					,	
Sr. Public Health Nurse						
 Sr. Registered Environmental Health Specialist, PH 						
9-W-I						
 Administrative Analyst 	Min	57,903	59,496	61,132	62,660	64,227
 Principal Data Processing Programmer 	Max	83,304	85,595	87,949	90,148	92,402
Sr. Program Monitor						
9-W-II	ESS - 15840			02.2 00 00000		
 Interconnection Technician, E.U. 	Min	64,538	66,313	68,137	69,840	71,586
Municipal Surveyor	Max	88,842	91,285	93,795	96,140	98,544
 Principal Accountant 						
Principal Engineer				*		
Principal Engineering, Highways						
Principal Planner						
Social Work Specialist	č.					
Sr. Administrative Analyst						

^{*400} Stipend for Bilingual Variant in Title

Exhibit "E" **Grade and Classification Wage Ranges**

Grade and Classification	Range	2019	2020	2021	2022	2023
1-B-I ■ Building Maintenance Worker	Min Max	12.46 17.93	12.81 18.42	13.16 18.93	13.49 19.40	13.83 19.89
2-B-I						
 Laborer 1 Mail Clerk Security Guard Stock Clerk 	Min Max	13.84 21.88	14.22 22.48	14.61 23.10	14.98 23.68	15.35 24.27
3-B-I						
 Mechanic's Helper Sanitary Landfill Caretaker Sr. Building Maintenance Worker Traffic Maintenance Worker Tree Maintenance Worker 1 Truck Driver 	Min Max	14.42 22.58	14.82 23.20	15.23 23.84	15.61 24.44	16.00 25.05
3-B-II						
■ Vacant	Min Max	15.49 23.76	15.92 24.41	16.36 25.08	16.77 25.71	17.19 26.35
3-B-III	3.6	15.04	16.00	16.70	17.14	17.57
Truck Driver, Heavy	Min Max	15.84 24.57	16.28 25.25	16.72 25.94	17.14 26.59	17.57 27.26
4-B-I	-0.0		200 200 200 200			
 Assistant Storekeeper Assistant Storekeeper, E.U. Equipment Operator Maintenance Repairer Maintenance Worker 1, Grounds Mechanical Store Clerk Motor Broom Driver Property Clerk 	Min Max	16.17 25.41	16.61 26.11	17.07 26.82	17.50 27.50	17.93 28.18
4-B-II	20.000		0.0000 000 500	2000-20 2000000	A301000 Code 550	Section 1 Section
 Maintenance Worker 2, Grounds Sr. Mail Clerk Sr. Traffic Maintenance Worker Sr. Water Meter Repairer Tree Maintenance Worker 2 	Min Max	16.87 26.65	17.33 27.39	17.81 28.14	18.26 28.84	18.71 29.56
4-B-III ■ Maintenance Repairer, Electrical, Heating & Air Conditioning	Min Max	18.44 27.31	18.95 28.06	19.47 28.83	19.96 29.55	20.46 30.29
MechanicStorekeeperStorekeeper, E.U.						
5-B-I	3.5	10.00	20.45	21.01	21.54	22.07
 Heavy Equipment Operator Pumping Station Operator Water Repairer 1 Water Service Technician Water Treatment Plant Operator 	Min Max	19.90 29.01	20.45 29.81	21.01 30.63	21.54 31.39	22.07 32.18

Exhibit "E" **Grade and Classification Wage Ranges**

Grade and Classification	Range	2019	2020	2021	2022	2023
6-B-I						
 Sr. Maintenance Repairer, Electric, Heating & Air 	Min	20.40	20.96	21.54	22.08	22.63
Conditioning	Max	29.58	30.39	31.23	32.01	32.81
Sr. Mechanic						
 Sr. Pumping Station Operator 						
 Sr. Storekeeper 						
 Sr. Water-Sewer Repairer 						
 Sr. Water Treatment Plant Operator 						
■ Water Repairer 2						
6-B-II						
 Principal Storekeeper 	Min	22.03	22.64	23.26	23.84	24.44
 Sr. Water/Sewer Repairer/Water Service Inspector 	Max	32.27	33.16	34.07	34.92	35.80
 Supervising Maintenance Repairer 						
7-B-I						
 Supervising Pump Station Operator 	Min	24.31	24.98	25.66	26.30	26.96
■ Water Repairer 3	Max	36.57	37.57	38.61	39.57	40.56

Effective January 1, 2020, there shall be a 5.00% upgrade for a tanker endorsement. The upgrade shall be 5.00% above base pay hour-for-hour while performing tanker endorsement work.