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PIZZERS UNIVERSITY

AGREEMENT

between

VENTNOR CITY
(ATLANTIC) COUNTY

and

TEAMSTERS LOCAL UNION NO. 929

affiliated with

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

TERM OF CONTRACT

JANUARY 1, 1989

to

DECEMBER 31, 1991

"INDEX"

ARTICLE	TITLE	PAGE NO.
17	BEREAVEMENT LEAVE	13
21	CLOTHING	15
6	DUES DEDUCTION AND AGENCY SHOP	5
28	DURATION OF AGREEMENT	18
23	EQUIPMENT	16
22	EQUIPMENT SAFETY	16
27	FULLY BARGAINED AGREEMENT	17
5	GRIEVANCE PROCEDURE AND ARBITRATIONS	3
11	HOLIDAYS	9
20	HOSPITALIZATION INSURANCE	14
14	INJURY LEAVE	11
26	JOB OPENINGS	17
16	JURY DUTY	13
18	LEAVE OF ABSENCE	14
10	LONGEVITY	8
2	MANAGEMENT RIGHTS	1
3	MAINTENANCE OF WORK OPERATIONS	2
15	MATERNITY LEAVE	12
4	NON-DISCRIMINATION	3
8	OVERTIME	7
9	SALARIES	8
19	SENIORITY	14
25	SEPARABILITY AND SAVINGS CLAUSE	17
24	SEPARATION	16
13	SICK LEAVE	10
1	UNION RECOGNITION	1
12	VACATIONS	10
7	WORK WEEK	7

PREAMBLE

This Agreement, made this 1st day of January, 1989, between Ventnor City, Atlantic County, New Jersey (hereinafter referred to as "City"), and Teamsters Local Union No. 929 a representative of certain employees of the City (hereinafter referred to as "Union"), represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE 1 UNION RECOGNITION

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

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

ARTICLE 2 MANAGEMENT RIGHTS

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

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

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

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or

the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

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

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

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

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

ARTICLE 3 MAINTENANCE OF WORK OPERATIONS

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

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

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

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

ARTICLE 4
NON DISCRIMINATION

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

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

ARTICLE 5
GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

2. The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to modify, detract from or alter in

any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

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

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

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

ARTICLE 6 DUES DEDUCTION AND AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, due for the Union. Such deductions shall be made in compliance with Chapter 123. Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15. 9e, as amended.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 WORK WEEK

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

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

ARTICLE 8 OVERTIME

A. The City agrees that overtime shall be given to all employees covered by this Agreement for all hours worked in excess of eight hours in a day or forty hours in a week.

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

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

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

E. An employee may elect to receive overtime compensation in the form of pay up to an annual limit of Seven Hundred and Fifty Dollars (\$750.00).

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

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

ARTICLE 9 SALARIES

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

B. Effective January 1, 1989 all employees covered by this Agreement shall receive a salary increase of One Thousand Three Hundred Dollars (\$1,300.00).

C. Effective January 1, 1990 all employees covered by this Agreement shall receive a salary increase of One Thousand Three Hundred Dollars (\$1,300.00).

D. Effective January 1, 1991 all employees covered by this Agreement shall receive a salary increase of One Thousand Three Hundred Dollars (\$1,300.00).

ARTICLE 10 LONGEVITY

Effective January 1, 1988, each employee covered by this Agreement shall receive in addition to his base salary, a longevity increment as follows:

Completed years of continuous and un-interrupted service	Amount
After five (5) years of service	2% of base salary
After ten (10) years of service	4% of base salary
After fifteen (15) years of service	6% of base salary
After twenty (20) years of service	8% of base salary
After twenty-five (25) years of service	10% of base salary

ARTICLE 11
HOLIDAYS

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

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

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

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

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

E. All members shall enjoy two (2) personal holidays per year, to be taken at his option, providing his absence does not interfere with the manpower needs of the department.

ARTICLE 12
VACATIONS

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

YEARS OF SERVICE	VACATION DAYS
One (1) year to two (2) years of service	One (1) day for each month of service
Two (2) years to four (4) years of service	Twelve (12) working days
Five (5) years to nine (9) years of service	Fifteen (15) working days
Ten (10) years to sixteen (16) years of service	Eighteen (18) working days
Seventeen (17) years to Twenty (20) years of service	Twenty (20) working days
Twenty (20) years or more of service	Twenty-five (25) working days

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

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

ARTICLE 13
SICK LEAVE

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

family. In case of death in the immediate family of an employee any reasonable proof required by the Department Head shall be sufficient.

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

One (1) working day for every month of service during the first calendar year of service and fifteen (15) working days every continuous calendar year thereafter. Specifically, where employees have left the City's employ and subsequently were re-employed, the date of re-employment is to be used as employee's service date with the City for purposes of crediting sick leave. Other employees shall receive sick leave pursuant to Civil Service rules and regulations.

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

D. Annual sick leave may be allowed to accumulate indefinitely to provide for medical conditions that require extensive leave of absence. However, there will be entitlement for pay of accumulated sick leave upon termination of employment in the amount of one (1) day for every one (1) day accumulated with a maximum payment upon retirement in the amount of Ten Thousand Dollars (\$10,000.00). Provided that the retiree has at least twenty (20) years of service.

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

ARTICLE 14 INJURY LEAVE

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

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

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

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

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

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

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

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

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

ARTICLE 15 MATERNITY LEAVE

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

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

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

ARTICLE 16 JURY DUTY

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

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

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

ARTICLE 17 BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the date of the funeral, but in no event shall said leave exceed three (3) working days, unless the funeral takes place outside the State of New Jersey at which time the employee will receive two (2) additional days.

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

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

ARTICLE 18
LEAVE OF ABSENCE

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

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

ARTICLE 19
SENIORITY

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

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

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

ARTICLE 20
HOSPITALIZATION INSURANCE

A. The City agrees that it will continue to provide its employees with the present hospitalization insurance coverage at no cost to the employee.

B. The City has the right to change insurance carriers or enter into a self-insurance plan so long as the same or substantially similar benefits are provided.

C. The City agrees to provide a three dollar (\$3.00) deductible prescription card system for each employee and his/her dependents.

D. The City agrees to provide optical service, either by reimbursement or doctor participation, for each employee and his/her dependents, effective January 1, 1986, as per the following schedule:

One (1) examination, set of lenses, frames, every twenty-four (24) months, to the following extent:

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

E. Effective January 1, 1987, the City agrees to provide a minimum dental plan, either by reimbursement or mandatory use of participating dentists if such a dentist-participation plan exists, for each employee and his/her dependents, as per Appendix A attached hereto.

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

ARTICLE 21 CLOTHING

A. The City shall supply appropriate employees with new work gloves and hard hats.

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

C. If an employee's work gloves and/or hard hats are lost, abused or stolen, the employee shall be responsible for said work gloves and/or hard hats and shall pay for their replacement.

D. The City agrees to provide Seventy-five Dollars (\$75.00) toward the purchase of a pair of safety shoes by May 1 of each year.

E. The City and Union agree to purchase shoes from a mutually acceptable vendor.

ARTICLE 22
EQUIPMENT SAFETY

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

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

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

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

ARTICLE 23
EQUIPMENT

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

ARTICLE 24
SEPARATION

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

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

ARTICLE 25
SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 26
JOB OPENINGS

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

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

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

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

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

ARTICLE 27
FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporate the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter,

whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 28
DURATION OF AGREEMENT

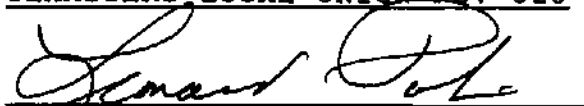
A. This Agreement shall be in full force and effect as of January 1, 1989, and shall remain in effect to and including December 31, 1991, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Ventnor City, New Jersey, on this 18th day of May, 1989.

VENTNOR CITY

TEAMSTERS LOCAL UNION NO. 929






ATTEST:

