

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

LOCAL 210

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Unit-2

Effective January 1, 2001 through December 31, 2005

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PREAMBLE

This Agreement, dated March 8, 2001, by and between the City of Vineland, a municipal corporation of the State of New Jersey, or its successors, together with such City properties as may be acquired, hereinafter referred to as the “City” and Local Union 210 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor/CIO, hereinafter referred to as the “Union”. This Agreement is entered into in order to promote and insure 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 employees of the City of Vineland as certified to the parties by the Public Employment Relations Commission, 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 "C" 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 in the Unit.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

ARTICLE 3

SEVERABILITY

In the event that any provision of this Agreement between the parties 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 thirty (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

Section 1. Employees of the City agree that they will 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. All employees covered under this agreement have an obligation to respond to a reasonable amount of overtime.

Section 2. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or union affiliation. Both the City and the Union shall bear the responsibility for complying with this provision of this Agreement.

Section 3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4. The City agrees not to 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.

Section 5. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 6. The Union acknowledges that all actions for recruitment of new employees are not to take place during employee's working time.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and, when appropriate, without negotiation with the Union, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

Section 2. Employees shall retain all civil rights under New Jersey State and Federal Law.

ARTICLE 6

ACCESS

Authorized representatives of the Union (President and Business Manager), whose names shall be filed in writing with the Business Administrator, shall be permitted by appointment to visit the City's facilities or the offices of the City for the purpose of processing grievances.

Any duly authorized representative of the Union designated in writing, after reporting to the office of the Department Head, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative 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 (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The City will not be liable for any time lost by employees during such visits.

ARTICLE 7

CHECK-OFF AND AGENCY SHOP

Section 1. Pursuant to N.J.S.A. 52:14-15.9e, employees covered by this Agreement, 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.

Section 2. Pursuant to N.J.S.A. 34:13A-5.5, employees covered by this Agreement, who choose not to be Union members, shall have deducted from their compensation a representation fee in lieu of dues equal to 85% of regular membership dues, fees and assessments paid by Union members for services rendered by the Union. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the Union Office during the month following the monthly pay period in which deductions were made.

Section 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.

Section 4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City one month's written notice prior to the effective date of such change.

Section 5. The Union agrees to 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.

Section 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.

Section 7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three (3) months.

Section 8. Dues or the representation fee in lieu thereof collected shall be paid to the Financial Secretary of Local Union 210, IBEW.

Section 9. The City agrees to cooperate with the Union in the implementation of a “Union Savings Plan”. A weekly payroll deduction 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. The City will remit such savings plan deductions to the Union or its designated savings plan depository monthly. The Union shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union or its designated savings plan depository.

ARTICLE 8

MANAGEMENT RIGHTS

Section 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 of Vineland.

Accordingly, the City of Vineland retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend, demote or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and control of equipment and materials; purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement and State Law.

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

Section 2. The City may suspend, discharge or demote an employee for sufficient and reasonable cause, but the employee or his/her representative shall, upon request, be entitled to an appeal and hearing, at which the reason for such action was taken shall be given. In the event of a discharge, or a demotion, or a suspension, for a period greater than five (5) days, then, in such event, the State of New Jersey Department of Personnel (Civil Service) appeal procedure shall be

followed. Consistent with the State of New Jersey Department of Personnel (Civil Service) procedures, the Director of the Department or designee shall preside at department hearings.

ARTICLE 9

NO STRIKE OR LOCKOUT PLEDGE

Section 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. The Union agrees that such action would constitute a material breach of this Agreement.

Section 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 covered under the terms of this Agreement 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.

Section 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.

Section 4. The City agrees that it will 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

Section 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 (5) working days of its occurrence or employee's reasonable knowledge thereof in quadruplicate to the Union Representative, who in turn shall forthwith file one (1) copy with the Business Administrator, one (1) copy with the Department Head, and one (1) copy with the Immediate Supervisor of the aggrieved employee.

STEP I: Between the aggrieved employee, with or without his/her Steward, and his/her Supervisor. If no satisfactory agreement is reached within three (3) working days, the Union may submit the grievance, in writing, to the second step within five (5) working days from the verbal answer.

STEP II: Between the aggrieved employee, Shop Steward, Division Head and Supervisor. If no satisfactory agreement is reached within five (5) working days, the Union may submit the grievance, in writing, to the third step, within five (5) working days from the second step answer.

STEP III: Between Union Officials, Shop Steward, Department Head, Division Head of the respective division, and the Business Administrator and/or designee. If no satisfactory agreement is reached within ten (10) working days, the Union may submit the grievance to the fourth step, in writing, within ten (10) working days from the third step answer.

STEP IV: Between Union Officials, Shop Steward, Grievant and the Business Administrator, and/or designee. At this step, an International Representative may be present to assist only. If no satisfactory agreement is reached within ten (10) working days, the matter may be referred to arbitration by the City or the Union, within thirty (30) days of the fourth step answer.

Section 2. Either party may request the New Jersey Public Employment Relations Commission 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.

Section 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.

Section 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 "C", 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 eligible to participate;
 - v. the right of Management to determine and assign shift hours, except as limited by this agreement;
 - vi. involves discipline or discharge of employees who have not satisfactorily 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

Section 1. If Management determines to fill a permanent vacancy below the level of Supervisor within a specific department 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 department for a period not to exceed six (6) 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 department 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 outside hiring. The job vacated by a successful bidder shall be filled by Management from the work force, provided there is a senior qualified employee available for the job.

Section 2.

- a. If at any time, during the initial three (3) 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.
- b. If during the initial three (3) 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 (3) 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.

Section 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 Business Administrator or designee, when an employee is promoted to assume additional responsibilities or duties, from one class or title to another having a higher salary range, then the employee's salary shall be increased to the minimum of the new range or wage guide step closest to five (5%) percent but not greater than five (5%) percent of the employee's current base salary, whichever is higher.

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

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

ARTICLE 14

TRANSFERS

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

ARTICLE 15

TEMPORARY ASSIGNMENTS

Any regular blue collar employee temporarily assigned to a classification having a higher wage scale for a period in excess of two (2) hours shall receive a wage equal to the minimum pay for such classification for a minimum of four (4) hours. Any employee assigned for a period in excess of four (4) hours shall receive eight (8) hours at said higher rate. Any employee temporarily assigned to a job paying lower scale of wages than his/her own shall suffer no reduction in said scale of wages, during such temporary assignments.

The temporary assignment pay provided for above shall not apply when employees are assigned to jobs having a higher rate of pay for training purposes.

ARTICLE 16

HOURS AND WORKING CONDITIONS

Section 1. The work week shall consist of seven (7) 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 covered hereunder. Work weeks shall normally be comprised of an eight (8) hour day and a forty (40) hour work week or a seven and one-half (7½) hour work day for those with a thirty-seven and one-half (37½) hour work week. An employee and his/her supervisor may mutually agree upon a flexible schedule with approval by the Mayor and Department Head.

Section 2. As far as practicable, non-rotating employees shall normally work five (5) consecutive days, Monday through Friday. It is understood and mutually agreed that because of the operating needs of various City departments, other schedules of work weeks are also necessary outside of the normal work week defined above, and the City shall not be limited in determining such schedules by the foregoing language.

Shift change for non-rotating employees:

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

Section 3. Overtime in the Division of Streets and Roads is to be allocated as equitably as possible in accordance with a rotation list to be developed.

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

Section 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.

Section 6. Rotating Shift Employees.

- a. Rotating shift employees, except dispatcher, shall work five (5) days of the seven (7) day work week according to their schedules.
- b. Rotating shift employees who are temporarily assigned from their regular shift to another shall be paid the applicable overtime rate for the first day of work on the new shift on which they work. This provision shall apply only to the first change of schedule and does not apply when returning to the original shift.
- c. A rotating shift employee who is assigned to another shift other than his/her normal rotation shift in sequence will be paid the applicable overtime rate for the first day on the new shift on which he/she works. A rotating shift employee who works a new shift in normal rotation shall not be entitled to any premium pay or overtime.
- d. Rotating shift employees on the night shift who lose one hour of work due to change from standard to daylight savings time shall be given the opportunity to make up that hour.

Section 7. All Communications Operators, Typing covered under the terms and conditions of this Agreement shall work a forty (40) hour work week. For the purposes of this Agreement, work week shall be defined as the seven (7) day period commencing Sunday and ending Saturday. The forty (40) hour work week provision as negotiated and such schedule does not result in any claim for overtime unless work is performed beyond the normal schedule and as provided in Articles 16 and 17.

ARTICLE 17

FAIR LABOR STANDARDS ACT (FLSA)

The City complies with the Fair Labor Standard Act (FLSA) and regulations promulgated thereunder. The City will take appropriate action to insure such compliance consistent with this agreement, including but not limited to:

1. The exercising of any election or option available to it under the FLSA or regulations;
2. The awarding of compensatory time in lieu of monetary compensation for overtime;
3. Establishing procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments made pursuant to this Agreement against any overtime obligation incurred under FLSA;
5. Establishing such rules and regulations as may be necessary to insure compliance with the provisions of FLSA.

ARTICLE 18

OVERTIME

Overtime shall be paid at time and one-half (1½) the regular hourly rate of pay for all work over eight (8) hours or seven and one-half (7½), whichever is employee's regular work day.

If an employee works on the second unscheduled day of the work week, the rate shall be at double time. However, no overtime shall be worked nor shall any overtime be payable unless said overtime has been specifically authorized by the Department Director or other appropriate managerial executive prior to its being worked. Overtime shall be compensated in one-quarter (¼) hour units, fractional portions being counted as a full quarter (¼) hour. No payment shall be made for an initial period of less than fifteen (15) minutes. Employees may be required to work in excess of the hours designated as the normal work week for their class 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.

For Community Nursing Service and Flex-Time employees only, overtime shall be paid at time 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.

The City and an employee may mutually agree for said employee to earn compensatory time in lieu of the appropriate overtime payment. Compensatory time shall be used within the calendar year earned and up to 48 hours may be carried over to the following year with the approval of the Department Head and Business Administrator in accordance with the FLSA. Compensatory time hours over 48 that cannot be carried over to the following year shall be paid to the employee.

ARTICLE 19

SHIFT DIFFERENTIAL

A shift differential shall be paid in the form of a weekly flat rate, which will become part of an employee's base salary, to any employee who is regularly scheduled for work on afternoon or night shifts as follows:

Pumping Station Operator:

\$9.50 in 2001
\$10.00 in 2002
\$10.50 in 2003
\$11.00 in 2004
\$11.00 in 2005

Public Safety Telecommunicator:

\$19.00 in 2001

\$20.00 in 2002
\$21.00 in 2003
\$22.00 in 2004
\$22.00 in 2005

Building Maintenance Worker and Motor Broom Operator:

\$28.50 in 2001
\$30.00 in 2002
\$31.50 in 2003
\$33.00 in 2004
\$33.00 in 2005

For the purpose of applying shift differential, the Afternoon Shift is the normal 3:00 p.m. to 11:00 p.m. shift or second shift, and the Night Shift is the normal 11:00 p.m. to 7:00 a.m. shift or third shift.

The flat rate will be effective May 1, 2001 for all titles other than Public Safety Telecommunicator.

ARTICLE 20

CALL IN PAY

Section 1. Any regular employee called in on a scheduled day off or between work shifts shall be entitled to be paid a minimum of five (5) hours for each call-in at the straight time rate. This guarantee does not apply to prearranged overtime during the employee's normal work week. Prearranged overtime means overtime planned and arranged in advance.

Section 2. Employees scheduled to work prearranged overtime on their scheduled day off will receive a minimum of two (2) hours pay at the applicable rate.

Section 3. Standby Duty-Nurses. Nurses who are assigned standby duty with a pager will receive \$2.00 per hour for standby duty Monday through Thursday. Nurses who are

assigned standby duty with a pager will receive \$2.25 per hour for standby time Friday, Saturday and Sunday. In addition to the above standby pay, the nurse, when activated, will be paid in accordance with Article 18 - Overtime, and Section 2 of this Article.

Section 4. Standby for Designated Water-Sewer Utility Employees and Street Marking and Traffic Signs Employees. Standby Duty shall be defined as being available to all emergency notification by means of telephone or City pager continuously from the time designated by the department head or supervisor until return to work on the next scheduled workday. Normally, this will be from 5:00 p.m. Friday until 8:00 a.m. Monday.

Compensation for Standby Duty for the assigned Water-Sewer Utility personnel and Street Marking and Traffic Signs personnel shall be \$2.00 per hour for standby Friday, Saturday and Sunday.

Section 5. Standby Duty for One Designated Municipal Court Employee. Standby Duty shall be defined as being available to all emergency notification by means of telephone or City pager continuously from the time designated by the department head or supervisor until return to work on the next scheduled workday. Normally, this will be from 5:00 p.m. Friday to 8:00 a.m. Monday.

Compensation for Standby Duty for the one (1) designated Municipal Court employee shall be \$2.00 per hour for standby time Friday, Saturday and Sunday.

ARTICLE 21

MEAL ALLOWANCE

Section 1. The City will provide a meal allowance for all employees in the amount of:

\$8.00 in 2001

\$8.25 in 2002
\$8.50 in 2003
\$8.50 in 2004
\$8.50 in 2005

per meal reimbursed per standard City voucher system within thirty (30) days if the employee pays directly or use the City meal ticket policy for which the vendor bills. The attachment of the registered receipt is required for either the voucher system or the meal ticket policy as follows:

- a. **Unscheduled Overtime Continuing Beyond Normal Work Period:** Employees shall be entitled to a meal after two (2) hours beyond their normal quitting time as long as the unscheduled overtime work assignment continues. If the employee works two (2) hours or less and ends his/her shift, no meal entitlement is earned. If the unscheduled overtime work assignment continues for at least four (4) additional hours, an additional meal will be provided.
- b. **Call-In Overtime:** Employees shall earn a meal every four (4) hours during continuous call-in overtime as follows: If an employee works four (4) hours or less, no meal entitlement is earned. If an employee works over four (4) hours but less than eight (8) hours, one meal is earned. If an employee works over eight (8) hours but less than twelve (12) hours, two meals are earned. If an employee works over twelve (12) hours but less than sixteen (16) hours, three meals are earned.

Section 2. It is understood that meal allowances are provided for unscheduled and call-in overtime only (not pre-arranged overtime). Unscheduled overtime occurs when an employee is notified of the overtime after reporting to work for his/her normal work period and not given the opportunity to leave the work station for at least 30 minutes for a meal. Call-In and prearranged overtime are defined in Article 20, Section 1. The meal is to be taken as soon as possible during

the work period. A meal ticket will only be valid for seven days after issuance, is not transferable and cannot be accumulated.

ARTICLE 22

HOLIDAYS AND PERSONAL LEAVE DAYS

Section 1.

- a. The legal paid holidays which are recognized for the purpose of this Agreement are as follows:

New Year's Day	Independence Day (4th of July)
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Veteran's Day	Christmas Day

Effective January 1, 2002, Lincoln's Birthday and Washington's Birthday will be combined into "President's Day". The above list will be renumbered with 13 holidays to reflect this change.

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

- d. Should a designated holiday be observed on one of the employee's regularly scheduled basic work days within his/her normal working period while he/she is on vacation, said holiday shall not be counted as a vacation day.
- e. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holidays which fall on a Sunday shall be celebrated on the following Monday.
- f. Holiday pay shall apply to employees holding provisional appointment, pending examination for permanent employment, but shall not apply to employees holding temporary, emergency or seasonal positions.
- g. These provisions apply only to the above-listed holidays.
- h. Employees with the title of Public Safety Telecommunicator will receive fourteen (14) paid holidays in the following manner in lieu of time off:
 - i. Holiday pay shall be computed at the straight time hourly rate for Public Safety Telecommunicator based upon an eight (8) hour day.
 - ii. Holiday payment shall be made in the last pay period of June and the first pay period in December.
 - iii. Public Safety Telecommunicators who do not work a full year will have their holiday pay prorated based on the number of months worked. Public Safety Telecommunicators terminating in the course of a year will have their holiday pay prorated based on the number of months worked.
 - iv. Any Public Safety Telecommunicator entitled to receive holiday pay may elect to take holiday time off in lieu of cash payment for his/her holiday, providing, however, that the employee shall request in writing such holiday time off from the Director of Public Safety or designee, who, at his/her discretion, which shall be reasonably exercised, may grant the employee said holiday time off.

Effective January 1, 2002, employees with the title of Public Safety Telecommunicators shall receive thirteen (13) paid holidays rather than fourteen (14).

Section 2. Personal Leave Days.

- a. The City shall grant three (3) personal leave days annually for each employee, subject to the following conditions. Personal leave days shall be granted by the City upon three (3) days prior written request of the employee submitted to the Director of his/her Department, or designee. Said request shall be granted, at the discretion of the Department's Director, or designee, so long as the employee's absence can be granted without interference with the proper conduct of the Department. In the event of an emergency, personal leave days shall be granted by the City upon a twenty-four (24) hour notice submitted to the Director of the Department or designee. In the event of special, extraordinary circumstances advance notice may be waived with the approval of the Department Director or designee with the consent of the Business Administrator. Personal leave days shall not accumulate. If an emergency requires calling into work of an employee from a scheduled and approved personal leave day, or if the employee voluntarily makes himself/herself available for work during an emergency on a scheduled and approved personal leave day, then in that event, his/her personal leave day shall be rescheduled.
- b. For new employees and employees in their final year of service with the City, personal leave days will be earned in the following manner:
 - i. Anyone on the payroll from January 1 through April 30, for 60 or more consecutive days, will earn one day.
 - ii. Anyone on the payroll from May 1 through August 31, for 60 or more consecutive days, will earn one day.
 - iii. Anyone on the payroll from September 1 through December 31, for 60 or more consecutive days, will earn one day.

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

- c. New employees may not use these earned days until the completion of ninety (90) days employment with the City. In the event that special extraordinary circumstances exist, the employee may use said personal days prior to the completion of said ninety (90) day employment upon approval of the Division Head or designee. Should an employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year.
- d. Effective January 2, 2002, employees will have an additional personal day to be administered in accordance with subsections a and c above. Subsection b will be revised to reflect a quarterly earning period for personal days.

ARTICLE 23

VACATIONS

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

Up to one (1) year of service - one (1) working day's vacation for each month of service;

After one (1) year and to the completion of six (6) years of service - twelve (12) working days' vacation;

After six (6) years and to the completion of thirteen (13) years of service - fifteen (15) working days' vacation;

After thirteen (13) years of service and to the completion of nineteen (19) years of service - twenty (20) working days' vacation; and

After nineteen (19) years of service and to the completion of twenty-seven (27) years of service - twenty-five (25) working days' vacation.

Upon the completion of twenty-seven (27) years of service and to retirement - thirty (30) working days' vacation.

Notwithstanding the above, Communication Operators, Typing shall receive vacation the same as that received by Police Officers of the City of Vineland Police Department. Administration of the vacation leave for Communication Operators, Typing shall be in accordance with the procedures of the Vineland Police Department.

Section 2. Should any vacation leave not be granted and taken due to the pressure of City business, as determined and approved by the Business Administrator or designee, such vacation leave shall accumulate, be granted and taken during the succeeding calendar year only.

Notwithstanding the above, employees may carry over five vacation days to the following year. The Business Administrator and Department Head may approve additional days to carry over.

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

Section 4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employee. Employees shall submit vacation requests at least one (1) month in advance. Preference for vacation time shall be given in order of seniority.

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

Section 6. An employee who commences employment during the first fifteen (15) days of the month, shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16th) day of the

month or thereafter shall not be credited with working said month for the purpose of vacation computation.

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

Section 8. The union contract is binding to both the City and the employees of the bargaining unit. The union contract specifies vacation allowance shall be taken in the year it is earned. Employees have the responsibility to schedule and utilize vacation days without continued accrual on the payroll records of the City. If an employee fails or refuses to schedule vacation days, the City shall schedule vacation days in accordance with contract allowance.

ARTICLE 24

TIME TO ATTEND MEETINGS

Members of the bargaining unit, who, by mutual agreement between IBEW and the City of Vineland, participate during working hours in conferences and meetings with the City which involve or derive from its collective bargaining agreement, shall suffer thereby no loss of pay. Members of the bargaining unit shall be allowed one-half (½) hour prior to and one-half (½) hour after the conference is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. It is understood,

however, that except for the foregoing, nothing shall be done which shall interfere with the work of any City employee and/or department.

Vacation days will be rescheduled if they coincide with City-authorized meetings. The Union agrees to take all steps necessary to insure 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 a scheduled day of rest will receive equal time off, not to exceed 8 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 8 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 rules and regulations of the FLSA.

ARTICLE 25

LAYOFFS

Section 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.

Section 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 26

MILITARY LEAVE

Section 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.

Section 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 in this unit.

ARTICLE 27

LEAVE OF ABSENCE

General Leave.

Any permanent employee desiring leave without pay for personal reasons shall make a request in writing to the Director of the Department in which he/she is employed, not less than two (2) 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. Leave may be granted or

denied at the discretion of the City's 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. Leave shall be granted or denied in writing.

Maternity Leave.

1. 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 (1) 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 (2) months, upon presentation of a physician's statement setting forth the necessity therefor. Employees who have accumulated vacation leave and/or compensatory time may use such time for maternity purposes.
2. 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 (1) month thereafter upon presentation of a physician's certification. Leave may be granted or denied at the discretion of the City's Business Administrator who shall review all recommendations for leaves of absences as submitted by the Department Director.

Therefore, the leave of absence would require a certification from the employee's physician as to the length of time the employee is required to be on said leave of absence without pay, which in no case will be granted for more than a one-month period after the expected date of childbirth. In extenuating circumstances, additional leave of absence without pay not to

exceed two (2) months will be granted upon presentation of a physician's statement setting forth the necessity therefor.

3. 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 a leave shall be considered reason for summary discharge. Leave shall be granted or denied in writing.

Family Leave.

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

Leave may be taken only for the following reasons:

1. Employee's own serious health condition.
2. The birth or adoption of a child.
3. To care for a child, spouse or parent with a serious health condition.

Eligible employees must provide prior notice to the Department Head if requesting 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 28

LEAVE OF ABSENCE - UNION

The City will consider a written request for the necessary and reasonable time off, up to a maximum of two (2) weeks annually, without discrimination or loss of seniority rights and without pay, to not more than one (1) 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 29

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 services 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 30

SAFETY

The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. To that end, a Safety Committee composed of three (3) representatives each from Management and the Union shall be created which shall meet quarterly for the purpose of reviewing safety conditions and making recommendations for their improvement.

Failure by employees to abide by safety regulations will result in disciplinary action.

ARTICLE 31

TRAVEL ALLOWANCES

Section 1. Per Diem Meal and Lodging Expenses. The City agrees to reimburse, on a per diem basis as established by the rules and regulations of the Business Administrator, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties, for hotel lodging, meals and incidental expenses related thereto, for a full day at rates not to exceed a total of:

\$60 per day in 2001

\$70 per day in 2002

\$80 per day in 2003

\$90 per day in 2004

\$100 per day in 2005.

Section 2. Employees will be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A monthly travel log shall be maintained by each employee and submitted no later than 10 days the following month to his or her Department Director for reimbursement.

The City will establish a fleet of at least 10 vehicles, which will be available to employees who travel on City business. Travel allowances will be prorated until the vehicle fleet is available.

ARTICLE 32

UNIFORM REIMBURSEMENT AND ADVANCED TRAINING

Section 1. The City agrees to pay each employee who is classified as a “Communications Operator, Typing”, “Graduate Public Health Nurse”, “Public Health Nurse”, “Clinical Attendant” and “Home Service Aide”, the sum of \$400 per annum as a uniform reimbursement upon the submission by the employee of a paid receipt for the uniforms. All such employees shall wear said uniforms while carrying out the duties of their position. If such employee works for less than one full year, then such amount shall be pro-rated for the period employed.

Section 2. College Courses. If the City, in its sole discretion, approves an employee’s request to take a course or requests that a course be taken, the City shall pay the employee for any tuition fees, book costs or other direct out-of-pocket expenses incurred in the successful completion of said course.

Section 3. College Credits for Nurses. The City recognizes that the advanced training and education of those employees classified as “Graduate Nurses” and “Public Health Nurses” is beneficial to the citizens of the City of Vineland. Therefore, the City agrees to pay for any tuition fees, book costs or other direct out-of-pocket expenses incurred in the completion of sixteen (16) college credits per year for such employees, provided the course is job-related and has been approved by the employee’s department head in writing prior to the enrollment in said college course. In order to be entitled to receive the above-mentioned reimbursement expenses, the

employee must submit a certificate of successful completion to the department head. Furthermore, the course must be taken other than during working hours, and said reimbursement for college credits shall not accumulate.

Section 4. Safety Shoes. Safety toe shoes meeting the requirements and specifications in American National Standard for Personnel Protection-Protective Footwear (ANSI Z41-1983) shall be worn by employees within the following departments as a condition of employment:

- a. Electric Utility
- b. Department of Public Safety
 - Mechanic
- c. Department of Public Works
 - Sanitary Landfill
 - Shade Trees
 - Street Marking and Traffic Signs
 - Survey Crew
 - Parks
 - Public Buildings and Grounds
 - Recreation Commission
 - Water-Sewer Utility

The City shall reimburse employees within these departments an amount not to exceed:

\$70 in 2001

\$70 in 2002

\$70 in 2003

\$75 in 2004

\$75 in 2005

per person upon the submission by the employee of a paid receipt for safety shoes meeting the requirements and specifications in American National Standard for Personnel Protection-Protective Footwear (ANSI Z41-1983) as evidenced by attachment of the OSHA/ANSI approval which shall be attached to the receipt. Employees may purchase as many pairs as allowance will cover so long as shoes are purchased at the same time.

Section 5. Safety Glasses. It is agreed that the City of Vineland 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.

Section 6. Coveralls and uniforms will be provided to the specified employees beginning six months after signing of contract. Maintenance of coveralls and uniforms will also be provided. Coverall and Uniform allowance will be prorated during the first six months of this contract as stated in the remainder of this section, and thereafter, said allowance will no longer be in effect.

The City agrees to reimburse for coveralls to employees assigned to work stations listed below an amount not to exceed \$135.00 in 2001 per employee, pro-rated for the period of an employee's assignment to the laboring classification, upon the submission by the employee of a paid receipt and the manufacturer's tag indicating the standard for said coverall. Furthermore, the Department Head shall certify that the receipt given is for coveralls and nothing else. Each Department will post examples of the type of coverall intended for reimbursement. The specific classifications are as follows:

Streets and Roads

- Laborer
- Tree Trimmer
- Truck Driver
- Equipment Operator
- Motor Broom Operator
- Maintenance Repairer
- Tree Climber
- Mechanic
- Heavy Equipment Operator

Storekeeper
Heavy Truck Driver

Water-Sewer Utility

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

Street Marking and Traffic Signs

Senior Traffic Maintenance Worker
Laborer

Public Safety

Mechanic

- a. Uniform-Type Work Clothes or Uniform Service Reimbursement.

The City agrees to reimburse for uniform-type work clothes approved by the Department Head or uniform service cost to employees assigned to work stations as listed below an amount not to exceed \$135.00 in 2001 upon the submission by the employee of a paid individual receipt and manufacturer's tag indicating the uniform-type work clothes' standard or a paid receipt for the uniform service cost. Furthermore, the Department Head shall certify that the receipt given is for uniform-type work clothes or uniform

service cost and nothing else. Each Department will post examples of the uniform-type work clothes intended for reimbursement. The specific classifications are as follows:

Streets and Roads

All titles listed under Coverall Reimbursement.

Water-Sewer Utility

All titles listed under Coverall Reimbursement.

Street Marking and Traffic Signs

All titles listed under Coverall Reimbursement.

Public Safety

All titles listed under Coverall Reimbursement.

Public Buildings and Grounds

Maintenance Repairer Foreman
Laborer
Building Maintenance Worker
Building Service Worker

Recreation

Senior Recreation Maintenance Worker
Recreation Maintenance Worker

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

Health

Safety Inspector
Principal Sanitary Inspector
Senior Sanitary Inspector
Sanitary Inspector
Environmental Specialist
Housing Inspector
Senior Housing Inspector

Senior Housing Inspector, Bilingual

Licenses and Inspections

Building Inspector
Electrical Sub-Code Official
Plumbing Sub-Code Official
Plumbing Inspector

Engineering

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

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

Section 7. 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.

Section 8. City will pay any cost not covered by insurance for CDL physicals and the difference between the CDL and regular driver's license.

Section 9. The City agrees to pay to each Fire Prevention Specialist the sum of \$600 annually as a Uniform Maintenance Allowance in semi-annual payments of \$300 to be paid by payroll check. Accordingly, payment shall be made in the last pay day in June for which the allowance is due with the exception of any allowance due in the month of December. Such allowance to be made in the first pay day of the month of December.

ARTICLE 33

SICK LEAVE

Section 1. Service Credit for Sick Leave.

- a. All employees shall be entitled to sick leave with pay as specified hereunder.
- b. Sick Leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of their position. Sick Leave may be used by employees who are unable to work because of:
 1. Personal illness or injury.
 2. Exposure to contagious disease.
 3. 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.
 4. Death in the employee's immediate family for a reasonable period of time.
- c. Whenever an employee in the classified Civil Service 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 three hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by certificate of the City designated physician or physician acceptable to the City, but not longer than a period of which worker's compensation temporary disability payments are allowed. If at the end of such three hundred sixty-five (365) day period the employee is unable to return to work, a certificate from either the City-designated physician or physician acceptable to the City shall be presented, certifying to this fact, and the employee may elect, if he/she so desires, to use

all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment. During the period in which the full salary or wages of any employee on disability leave is paid by the City of Vineland, 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 of Vineland 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.

Section 2. Amount of Sick Leave.

- a. An employee commencing employment during the first 15 days of the month shall earn one (1) working day, and an employee commencing employment on or after the 16th day of the month shall earn one-half (1/2) working day for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment, and fifteen (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 fifteen (15) working days shall be pro-rated at one and one-fourth (1¼) working days for each full month of employment.
- b. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- c. Any on-duty employee not using any sick leave in a given calendar year may be paid for one (1) day. If an employee elects to take this option, said day shall be deducted from said employee's total number of sick days.

Section 3. Reporting of Absence on Sick Leave.

If an employee is absent for reasons that entitle him/her to sick leave, his/her Department Head or designee shall be notified prior to the employee's starting time.

- a. Failure to so notify his/her department head may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 4. Verification of Sick Leave.

- a. An employee who has been absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
 - i. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his/her sick leave record reviewed by the City and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.
 - ii. The Business Administrator may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- b. 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.
- c. In the case of death in the immediate family, reasonable proof will be required.
- d. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.
- e. Employees on sick / injury leave shall not be performing work elsewhere.

Section 5. Payment of Accrued Sick Leave at Death.

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

ARTICLE 34

PAYMENT FOR ACCRUED SICK LEAVE AT 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.

Section 1. At retirement, the City agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave pay up to a maximum of \$15,000.

Section 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.

Section 3. Payment shall be made promptly if funds are available, but not later than one (1) month after the final adoption of the budget of the City of Vineland for the year succeeding the effective date of retirement of the employee.

ARTICLE 35

HEALTH BENEFITS

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

them. The benefits are more specifically provided for and explained in a brochure available to employees.

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

Section 2. The City agrees to provide a Generic Prescription Program including insulin syringes for all employees and their families in accordance with the following conditions:

- a. A Federally approved generic equivalent, if available, will be dispensed for the brand name unless your doctor specifically requires a brand name.
- b. If you receive a brand name drug when a generic drug is available, you will have to pay the difference in cost between the brand name and the generic, except if the attending physician requires/specifies no substitute for brand name. This cost will not be applied to your deductible. The co-pays are as follows:

\$5.00 co-pay for all name brand prescriptions

\$3.00 co-pay for all generic brand prescriptions

\$3.00 co-pay for all mail order prescriptions

Upon an employee's retirement, he/she shall be entitled to receive all of the then Basic Prescription Coverage Plan, as described in this section, provided by the City of Vineland at the expense of the City of Vineland for the shorter of the following periods:

- a. A maximum of five (5) years for employees retiring with twenty five years of service. A maximum of ten (10) years for employees retiring with thirty years of service.
- b. When said retired employee obtains employment having comparable Basic Prescription Coverage as described in Section 2. However, employees shall retain the right to re-enroll in the prescription program of City of Vineland based on the program available the time.

- c. When the retired employee becomes eligible for a federal or state subsidized prescription/pharmaceutical program.

Section 3. The City also agrees to provide a customary fee 50/50 New Jersey Dental Plan hereunder. The City also provides group prepaid Dental Plans: Delta-Flagship Health Systems, Inc. and Oracare Dental Plan.

Section 4. The City agrees to pay the full cost of premium for the health benefit coverage provided under this Article for and during the term of this Agreement.

Section 5. It is agreed that a Joint Health Care Sub-Committee, formed under the Mayor's Insurance Committee, comprised of one (1) Unit No. 2 union person and union officers, and open to one (1) employee representative from each of the eight other bargaining units, will be established and meet as needed or requested by either party to explore ways to reduce health care costs while maintaining quality care. The employee will be released from his/her regular shift to attend the meetings. It is understood that the City retains the right to select the insurance carrier or to be self-insured for the provision of any Health and Welfare benefits. The Committee will be effective during the term of this contract for all activities related to the review of provider proposals. Any change in insurance provider that impacts the level of benefits or administrative procedures currently in place will be subject to negotiation. The City also agrees to reopen the issue of medical insurance for employees that retire in the future if there is a change in insurance carriers.

ARTICLE 36

BULLETIN BOARDS

The City agrees to furnish bulletin board space to be used exclusively by the Union for the posting of notices relating to Union meetings and official business only. The Union agrees to 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 37

PAY DAY & SAVINGS ACCOUNT DEDUCTIONS

Section 1. The normal pay day for employees shall be each Friday. Pay will be distributed at established locations for the various departments. Those employees who shall be on vacation on the normal payday shall be paid on Thursday, upon request in accordance with procedures of the Comptroller's Office.

The City reserves the right to alter the hour or time period during which pay checks are distributed to employees.

Section 2. The City agrees to administer weekly payroll deduction plans for savings accounts in accordance with such rules as may be issued by the Comptroller of the City of Vineland.

ARTICLE 38

WAGES

Section 1. The City agrees that all employees of IBEW, Local 210, Unit No. 2, General Category, who were employed by the City of Vineland on or before January 1, 2001 shall have their base wage and/or grade/class increased as follows:

- a. Year 2001: Effective December 31, 2000, an employee's base wage shall be increased by 3.90%.
- b. Year 2002: Effective December 30, 2001, an employee's base wage shall be increased by 3.90%.
- c. Year 2003: Effective December 29, 2002, an employee's base wage shall be increased by 3.90%.
- d. Year 2004: Effective January 4, 2004, an employee's base wage shall be increased by 3.90%.
- e. Year 2005: Effective January 2, 2005, an employee's base wage shall be increased by 3.90%.
- f. Effective July 1, 2001 (for the year 2001), June 30, 2002 (for the year 2002), June 29, 2003 (for the year 2003), July 4, 2004 (for the year 2004) and July 3, 2005 (for the year 2005), an employee who has not reached the maximum on the wage progression scale will be subject to movement of one additional step on the wage progression scale made a part of the original agreement.
- g. Effective December 31, 2000 (for the year 2001), December 30, 2001 (for the year 2002), December 29, 2002 (for the year 2003), January 4, 2004 (for the year 2004) and January 2, 2005 (for the year 2005), an employee who is beyond the maximum on the wage progression scale shall receive the 3.90% increase to base wages only.

Section 2.

The City agrees to establish a Pay Grade and Classification Schedule for the purpose of establishing a minimum and maximum for each grade and class as shown in Exhibit "C".

ARTICLE 39

FUNERAL LEAVE

Employees shall be granted special leave with pay in the event of death in the employee's immediate family of up to three (3) days. "Immediate family" shall be defined as spouse, father, mother, sister, brother, children, 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 and great grandparents of the spouse. Further, to be eligible for use of funeral leave, the employee must attend the funeral services.

ARTICLE 40

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, 2001, and shall remain in effect through December 31, 2005, and from year to year thereafter, unless sixty (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

By:

By:

Mayor

President

ATTEST:

ATTEST:

Municipal Clerk

Business Manager

NEGOTIATING COMMITTEE:

NEGOTIATING COMMITTEE:

EXHIBIT "A"

DEFINITIONS

The following words and terms, when used in this Agreement, shall have the following meaning, unless the contents clearly indicate otherwise.

Permanent Employee:

An employee who has acquired Civil Service permanent status in his/her position after the satisfactory completion of a working test period.

Permanent Status:

The attainment of tenure and rights resulting from the regular appointment and successful completion of the working test period.

Working Test Period or Probationary Period:

A part of the testing process which consists of a trial working period after regular appointment during which time the work performance and conduct of the appointee is evaluated to determine if he/she shall merit permanent status.

Provisional Appointment:

The appointment to a permanent position pending the regular appointment of an eligible person from a special reemployment, regular reemployment, or employment list.

Temporary Appointment:

Employment during a period of emergency or in a temporary position.

Temporary Status:

If it is required for a period of not more than four (4) months or for recurrent periods aggregating not more than four (4) months in any 12-month period.

Grant Employees:

Any person or persons who are employed by the City of Vineland to fill positions funded wholly or in part by the State of New Jersey, United States Government, or any other recognized grant funding source. Wages and benefits to be provided to grant employees shall be determined by the terms and conditions of the grant.

EXHIBIT "B"

LABORER APPRENTICESHIP TRAINING
FOR WATER REPAIRER CLASSIFICATION

Employees in the classification of Laborer 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 Superintendent of the Water-Sewer Utility shall determine satisfactory completion of the New Jersey Department of Personnel (Civil Service) ninety (90) day probationary period. At the end of the ninety (90) day probationary working test period, a twelve (12) month period of training will commence.

This training period will provide the advancement of knowledge, skills and ability to become a Water Repairer. The training period provides sufficient time in the Laborer classification to justify to the New Jersey Department of Personnel, (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 3rd month into the training period
(6 months after date of hire).

75¢ per hour at the 9th month into the training period
(12 months after date of hire).

\$1.00 per hour at the 12th month into the training period
(15 months after date of hire).