

AGREEMENT

BETWEEN

CITY OF GLOUCESTER CITY

CAMDEN COUNTY

NEW JERSEY

AND

UNITED STEELWORKERS OF AMERICA

AFL-CIO-CLC

ON BEHALF OF LOCAL UNION #8228

January 1, 2003 through December 31, 2007

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	3
II	AGENCY SHOP	3
III	CHECK OFF	4
IV	MANAGEMENT	5
V	ASSIGNABILITY	6
VI	PENSIONS	7
VII	PLANT VISITATION	8
VIII	BULLETIN BOARDS	9
IX	WAGES	10
X	HOURS OF WORK AND OVERTIME	12
XI	GRIEVANCE PROCEDURE	13
XII	STRIKES AND LOCKOUTS	14
XIII	SAFETY	15
XIV	HEALTH CARE COVERAGE	16
XV	HOLIDAYS	17
XVI	VACATIONS	18
XVII	SENIORITY	19
XVIII	MISCELLANEOUS	21
XIX	LEAVES OF ABSENCES	24
XX	SICK LEAVE	26
	EXHIBIT A	27
	DURATION	27

AGREEMENT

This Agreement entered into this ____ day of April , 2004 by and between the City of Gloucester, New Jersey (hereinafter referred to as the Employer) and the United Steelworkers of America, AFL-CIO-CLC (hereinafter referred to as the Union) on behalf of Local Union #8228.

WITNESSETH: That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I – RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all production and maintenance employees in the Department of Public Works, but excluding all supervisory personnel, office clerical, guards.

ARTICLE II – AGENCY SHOP

The parties agree that the employees covered under the terms of this agreement shall be represented by the union. Any employee choosing not to be a member of the union shall be required to be assessed an agency fee as detailed in N.J.A.C. 34:13A-5.5. The union shall be required to notify the City of the amount to be assessed for such fee and the members required to be assessed the full dues.

ARTICLE III – CHECK OFF

The Employer agrees to deduct from the wages of each employee who has worked at least five (5) days in the month, in accordance with the expressed terms of a signed voluntary authorization to do so, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments, in amounts designated by the Union. Said deductions shall be made out of the first payroll period of the earliest subsequent payroll period for each month, and immediately delivered or forwarded to the Secretary/Treasurer of the International Union at Five Gateway Center, Pittsburgh, Pennsylvania 15222.

The Employer further agrees to forward a list of all bargaining unit employees including hires and terminations, once each month to the International Secretary/Treasurer and the Financial Secretary of the Local Union, and that the transmittal of the said list shall be simultaneous with the transmittal of the aforementioned deductions. Such list shall indicate which of the employees, whose names appear thereon, did or did not pay regular dues and/or initiation fees.

Applicable deductions shall be made from the payment due to any employee who shall be out of the plant at the time of the specified dues deduction date of any month and who receives a pre-payment of wages applicable to the absence.

ARTICLE IV – MANAGEMENT

The Employer shall remain vested with all management functions including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operating procedures, subject to the seniority and other provisions herein contained.

ARTICLE V – ASSIGNABILITY

This Agreement shall be binding upon the successors and the assignees of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the change in the regular status, ownership, or management of either party herein.

ARTICLE VI – PENSIONS

Employees are covered under the provisions of the New Jersey Public Employees Retirement System.

ARTICLE VII – PLANT VISITATIONS

Authorized Representatives of the International Union shall be permitted to visit the plant or operations of the Employer during working hours. The Representative will notify the Employer prior to entering the plant or operation, and will not interfere with the operations being conducted by the employees.

ARTICLE VIII – BULLETIN BOARDS

The Employer will provide bulletin boards for each location of the department where employees covered by the contract work, for the exclusive use of the Union.

ARTICLE IX – WAGES

Section 1: Rates of Pay:

A. Wages

Salaries and wages shall increase across the board by 3.0% in 2003, 2.5% in 2004, 2.5% in 2005, 3.0% in 2006, and 3.0% in 2007 and include the attached schedule as the ordinance for the term of this contract except as may be amended by agreement of the parties in the future. Effective January 1, 2004, there will be ten pay steps.

Section 2: New Classifications

In the event the Employer installs machinery or equipment or creates jobs different from those set forth in the Schedule attached hereto the Employer agrees to meet with the Union in order to classify and set rates to be paid in connection with said new machinery and equipment on new jobs.

Section 4: Call-in Pay:

Employees called in for emergency work on days other than Sunday or Holidays shall receive a guarantee of four (4) hours pay at the rate of time and one-half Call-ins on Sunday shall be guaranteed at four (4) hours pay at the rate of double time. Each call-in shall constitute a four (4) hour time frame and any additional return calls during this four (4) hour time frame shall be considered part of the original four (4) hour time frame and paid as part of the original four (4) hour time frame. A call-in beyond the four (4) hours of the original call-in shall constitute the renewal of time frame(s). Employees called in for emergency work on holidays or floating Holidays shall be guaranteed four hours pay at the rate of double time in addition to their regular holiday pay. The department employee designated as the standby shall receive a bonus of four (4) hours pay whether called in to work or not. The rotation of the assignment of the beeper for standby will be distributed equally among the employees of the union.

Section 5: Reporting Pay

Any employee who reports for work at this regular starting time and who has not been given at least twelve hours previous notice not to report shall receive a minimum of eight hours at straight pay.

Section 6: Temporary Assignment

Employees temporarily assigned to job classifications paying a higher rate than their regular rate shall receive the higher rate while in such classification, paid for at the higher rate for a minimum of four (4) hours.

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

Section 7: No Reduction

No employee shall suffer loss of pay in his basic hourly rate, nor will any benefits now being enjoyed by the employee be taken away unless provided for specifically in this agreement regardless of the method of calculation as a result of the signing of this agreement.

Section 8: Work Performed by Supervisors

No supervisory personnel or other employee excluded from this agreement shall perform the work of any employee or employees covered by this contract except as a matter of instruction or an emergency. In the case of the Water Plant a supervisor replacing an absent Pumping Station Operator it is agreed to be limited to one day per week if replacement from the ranks of members is not available.

Section 9: Injured Employees

An employee suffering from an injury arising out of and in the course of his employment, who is required to leave the work site will be paid from the time of his injury to the end of the shift on the day of such injury.

ARTICLE X – HOURS OF WORK AND OVERTIME

Section 1 Work-Day:

The regular workday shall consist of eight (8) consecutive hours, including sixty (60) minutes lunch period.

Section 2: Work Week:

The regular work week shall consist of five (5) consecutive work-days, forty (40) hours, Monday through Friday for current employees except for the Pumping Station Operators on a rotating schedule.

Section 3: Overtime:

- I. Overtime shall be distributed without favoritism and in accordance with “Seniority” among the employees of that classification in the department involved.
 - (A) Employees shall be paid in one and one half time their regular rate for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. The work week is being defined for overtime purposes as 12:01 A.M. Saturday through 11:59 P.M. Friday night.
 - (B) Sunday Work: For current Employees, requested to work on Sunday shall be paid at two (2) times their regular rate for all hours worked and shall be guaranteed a minimum of four (4) hours work.

No employee shall be penalized for being unable to work overtime. On emergency situations where an insufficient number of incumbents of the effected job classification and department the manager shall canvas from any other job classification and/or department in order to seniority; “highest to lowest”. If there remains an insufficient number, then, lowest to highest seniority incumbents of the job classification shall be assigned to fill the required number of employees needed for that emergency: snow, flood, fire, explosion, or any other event declared as an emergency. Employees must report to work seniority bottom up.

Section 4: Meal Allowance:

Employees working overtime more than two (2) hours past their regular shift or employees working four (4) hours overtime will be permitted to secure a meal and charge it to the City Account. (MAXIMUM MEAL REIMBURSEMENT WILL BE \$10.50); paid in check under other in the pay check.

ARTICLE XI – GRIEVANCE PROCEDURE

Should differences arise between the Employer and the Union as to the meaning and application of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, but connected therewith, or should any local dispute of any kind arise, there shall be no suspension of work or slowdown by the employees on account of such differences nor any lockout by the Employer, but an earnest effort shall be made to settle such differences promptly by the following methods of procedure.

Any bargaining unit employee may initiate the grievance procedure within thirty (30) days of such event.

FIRST: An oral presentation between the aggrieved employee and superintendent of the department involved. The department steward and/or grievance may accompany the aggrieved employee.

The superintendent shall give his/her answer to the Union within five (5) work days. Failure to provide such answer shall resolve the grievance in favor of the Union.

SECOND: In the event the superintendent's answer is unsatisfactory then the grievance shall be submitted in writing to the superintendent within ten (10) working days of the 1st Step answer.

The meeting between the Grievance Committee designated by the Union and the Administrator shall be scheduled as promptly as possible. The Administrator shall return his/her answer with ten (10) working days of such meeting. Failure to provide such answer shall resolve the grievance in favor of the Union.

THIRD: In the event the Administrator's answer is unsatisfactory the Union may appeal grievance to the 3rd Step within fifteen (15) work days from received answer of the 2nd Step to be heard at a mutually convenient meeting between the International Representative and three (3) representatives of Council in order to resolve the dispute. The City Representatives shall return their answer in writing within fifteen (15) working days of such meeting. Failure to provide such answer shall resolve the grievance in favor of the Union.

ARBITRATION: In the event the Employer and the Union are unable to settle the dispute satisfactory, the Union may file for "Binding Arbitration" within thirty (30) work days from receipt of the City's answer to be heard by an Impartial Arbitrator. The parties shall request a list of Arbitrators to be provided by P.E.R.C. in order to select the Impartial Arbitrator.

In cases where New Jersey Department of Personnel (NJSA Title 11 and NJAC Title 4A) regulations are applicable, then the grievance would then be submitted in accordance with Civil Service procedure.

Note: Any of the above time restraints may be extended by mutual agreement of the parties

ARTICLE XII – STRIKES AND LOCKOUTS

The Union agrees that there shall be no strikes, slowdowns, or other interruptions of work by any of its members during the term of this Agreement, but that any disputes or differences shall be taken up under the Grievance and Arbitration procedure of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XIII – SAFETY

The Union will cooperate with the Employer in encouraging employees to observe all safety regulations prescribed by the Employer and to work in a safe manner. To that end, a Safety Committee shall be established to be composed of a minimum of three (3), but not more than six (6) members of Local Union #8228. The members of the Safety Committee shall be selected by the Local Union, which shall also have the authority to change its personnel. This Committee shall have the right to inspect equipment used under the Jurisdiction of the Local Union, for the purpose of observing its safe or unsafe condition when such questions are brought to the attention of the Safety Committee. If the Committee believes conditions found are dangerous to life or limb, it shall report its findings to management for attention and correction.

**ARTICLE XIV – HOSPITALIZATION, LIFE INSURANCE, SICK & ACCIDENT
INSURANCE**

- Section 1: The Employer will provide and pay the total cost of a Medical, Surgical and Hospitalization Plan for all employees, including their dependents. Major Medical coverage will be provided under this Plan. This coverage shall be equivalent to or better than that offered by the State Health Benefits Plan.
- Section 2: Employees who retire with at least 25 years of service will receive paid Medical, Hospitalization Insurance, until eligible for Medicare or benefits from other employment.
- Section 3: Coverage as defined in Section 1 of this Article will begin on the first day of the month following the completion of one hundred twenty (120) days of service.
- Section 4: Life Insurance is provided under the provisions of the New Jersey Public Employee Group Life Insurance Plan.
- Section 5: The City agrees to provide Family Dental, Prescriptions with a co-pay of \$10.00 for brand name prescriptions and \$5.00 for generic drugs, and Optical coverage through a City-selected carrier for all employees.
- Section 6: Laid off employee health benefits shall be provided for a total of six months from the date of layoff or until employed full time with covered Health Care Benefits, whichever occurs first.
- Section 7: Beginning in 2000 an annual \$500.00 bond will be paid to any employee for non-use of sick time. Said bond will be presented during the first quarter of the year following the year of perfect attendance.

ARTICLE XV – HOLIDAYS

All employees covered by the Agreement shall receive Holiday pay for each of the following designated Holidays not worked irrespective of the day of the week on which the Holiday may fall at the rate of eight (8) hours pay.

The following holidays and floating holidays will be observed:

HOLIDAYS	FLOATING HOLIDAYS
New Year's Day	Lincoln's Birthday
Martin's Luther King's Day	Washington Birthday
Good Friday	Columbus Day
Memorial Day	General Election Day
Independence Day	Veteran's Day
Labor Day	Day after Thanksgiving
Christmas Day	
Thanksgiving Day	

The employee must work the day before and the day after the Holiday in order to get paid for the Holiday. If the employee calls out sick, he may be required to present a doctor's note in order to get paid for the Holiday.

Pumping Station Operators scheduled to work on any of the Holidays shall be paid at the rate of double time in addition to the holiday pay.

Section 2: If a holiday falls within an employee's vacation period, such Holiday shall not be considered as part of the vacation period and the employee shall receive his full vacation in addition to Holiday pay as herein before provided.

Section 3: Any Holiday falling on a Sunday shall be celebrated on the following Monday, and any Holiday falling on a Saturday shall be celebrated on the previous Friday.

Section 4: All work performed on any of the above-named Holidays and floating holidays shall be paid for at two (2) times the regular rate, plus the Holiday pay.

Section 5: All employees covered by this contract shall receive six (6) yearly floating holidays to be taken at the discretion of the employee, with at least one workday advance notice to the perspective departmental supervisor. A request to the supervisor for the use of a floating holiday will not be unreasonably denied. Approval of floating holidays must not interfere with the safe and effective operation of the department. Floating holidays will not be accumulated from year to year and must be used as of December 31st of each year.

ARTICLE XVI – VACATIONS

- Section 1 All employees who have been employed for at least one (1) year shall be granted a vacation of twelve (12) days. Employees with less than one (1) year's service shall be granted one (1) day vacation for each month of service.
- Section 2: All employees who have been employed for a period of five (5) years shall be granted a vacation of three (3) weeks. (Fifteen [15] days).
- Section 3: All employees who have been employed for a period of fifteen (15) years shall be granted a vacation of four (4) weeks, (twenty [20] days).
- Section 4: All employees who have been employed for a period of twenty (20) years or over shall be granted a vacation of five (5) weeks, (twenty-five [25] days).
- Section 5: All employees entering their 25th year in the calendar year shall be entitled to 30 working days per year.
- Section 5: Vacation will, so far as possible, be granted at the time most desired by the employee, but the final right to allotment of vacation period is reserved to the Employer in order to insure normal operations.
- Section 6: An employee terminated for any reason shall be paid vacation pay on a pro-rata basis as required under Civil Service regulations.
- Section 7: Any increase in vacation days based on years of service shall be credited at the beginning of the calendar year in which the employee attains such years of service with anticipation that his employment will be continuous throughout the calendar year. Should employment terminate prior to April 1st of the year, the employee's vacation days will be prorated as if the days were to be credited on April 1st of the calendar year.
- Section 8: Notwithstanding any other provision in this agreement employees are authorized to carry over not more than ten (10) days into the succeeding year.
- Section 9: Employees on vacation leave at the time of the death of a relative covered under the bereavement article of this contract shall be entitled to have the time approved as bereavement leave restored and utilize it later in the year.

ARTICLE XVII – SENIORITY

Section 1 - Seniority: The Employer recognizes the principle of seniority; namely, employees having the greatest time of service in the employment of the City.

Section 2- Working test period: All employees shall be hired under the provisions of the New Jersey Department of Personnel and as provided in NJSA Title 11A and NJAC Title 4A. Employees hired from a certification either open competitive or promotional shall serve a three (3) month working test period or however the regulation of the D.O.P. may direct. Any employee hired in a non-competitive title as permanent at the time of appointment shall be subject to a working test of three (3) months or as directed by the N.J.D.O.P.

Section 3 - Loss of Seniority: An employee shall lose his seniority and will be taken off the seniority list if:

- (1) He quits.
- (2) He is discharged for cause.
- (3) He is on lay-off for a period in excess of two (2) years.

Section 4 – Re-Employment after Lay-Off: Any employees laid off by the City shall be recalled based upon the re-employment rights as certified by the New Jersey Department of Personnel.

Section 5 – Employees on return from Lay-off: Any employee was laid off and rehired by the City through their re-employment rights within two (2) years shall have seniority established by the total time from initial City employment less the period on lay off. The employee shall be entitled to all benefits as the total accumulation of time worked for the City.

Any employee re-employed after two (2) years shall have the time of seniority based upon their hire date as follows:

1. Vacation/Sick time shall be based on the date of rehire not the employee's original date of hire by the City.
2. Longevity shall be based on the date of rehire not the employee's original date of hire by the City.

Section 6 – Job Posting: All job postings shall comply with the regulations and provisions of the New Jersey Department of Personnel.

Section 7 – Training: The Employer shall train employees to do other work when their present positions may be eliminated due to changes in technology.

Section 8 – Seniority Lists: The Employer will furnish the Union, annually by March 1st with an up-to-date seniority list of all employees in the bargaining unit.

Furthermore, a form will be sent to the Local Union Recording Secretary advising him of the status of all new hires in titles or positions, which fall under the certification of this unit.

Section 9 – Physical Ability If an employee is physically unable to perform his regular job assignment due to health reasons or other physical reasons, and, at the same time is physically able to satisfactorily perform other duties within the bargaining unit, the employer will endeavor to assign the employee to another job assignment in line with his seniority and ability.

ARTICLE XVIII – MISCELLANEOUS

Section 1 – Jury Duty: The Employer will pay to an employee performing Jury Duty the Employee’s regular rate of pay during such absence.

Section 2 – Bereavement Leave: An employee having a death in his immediate family shall be given three (3) scheduled work days off with pay at his regular straight time hourly rate for brother, sister, grand parents, grandchild, mother in law, father in law, son in law, or daughter in law, five days for a spouse, mother, father, child, (including foster children or step children) and one day for the date of internment for an aunt, uncle niece or nephew. Time paid while on bereavement leave shall count as time worked for purposes of computing weekly over-time.

Section 3 – Legality: In the event that any provisions of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 4 – Mutual Protection: In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 5 – Non-Discrimination: The parties to this Agreement agree not to discriminate against any employee or applicant for employment with the Employer, member of the Union or applicant for membership in the Union, because of race, creed, color, sex, age, handicapped, Political affiliation, or national origin, but will take affirmative action to ensure that employees and applicants for employment, applicants for membership and members of the Union are ensured equality of opportunity before and during employment without regard to their race, creed, color, sex, age, handicapped, Political affiliation, or national origin. Such action shall include, but not be limited to employment, upgrading or promotion, demotion or transfer, recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; job assignment or selection for training, including apprenticeship; and all other conditions of employment, Union activities, or otherwise.

Section 6 – Work Clothing: Each employee will receive three (3) sets of work clothing each year prior to November of each year from the Employer at no cost to the employee. Work clothing shall not exceed \$300.00 in cost to the City per employee. “Management will designate supplies of work clothing.” A first year member will receive an issuance of uniforms as noted in this paragraph. Work clothing for a first year member shall not exceed \$350.00 in cost to the City. The Employer shall also provide at no cost to the employee, such foul weather gear and gloves as is required, including one pair of work shoes per year upon request of employee. Any employee with at least five (5) years of service may opt to take \$100.00 of the allowance in the form of an U.S. Savings bond.

Section 7 – Reimbursement Tuition Costs: The City of Gloucester will reimburse tuition payments for schooling that involves work-related courses provided prior approval is given by the Mayor and/or Administrator. The employee must attain a passing grade of C or better in order to be reimbursed by the City. Should the course be graded on a pass/fail basis then the employee must attain a passing grade in order to be reimbursed by the City. If necessary, an employee attending school shall rearrange his work schedule to the satisfaction of his supervisor. The City shall cover registration, books, materials, travel at federal reimbursement standard and incidentals on assigned training courses and seminars. Meal allowance shall be \$5.00 for breakfast, \$6.50 for lunch, and \$10.50 for dinner. The City will reimbursement for DEP License Renewals.

Section 8 – Longevity – Payments:

2% of the employee's base salary when he accrues over five (5) years of service with the City.

2.5% of the employee's base salary when he accrues over ten (10) years of service with the City.

3% of the employee's base salary when he accrues over fifteen (15) years of service with the City.

4% of the employee's base salary when he accrues over twenty (20) days of service with the City.

5% of the employee's base salary when he accrues over twenty-five (25) years of service with the City.

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

Section 9 – Personnel Files

- A. Each employee may review the contents of their file on the same day of the request. A union rep may accompany the employee while the review takes place. The employee shall have the right to respond to any document in the file within thirty (30) days of the receipt by the employee. Such response shall be in the personnel file.
- B. Employees shall be given a copy of all documents which are to be included in the personnel file. Additionally, employees will be afforded the opportunity to initial documents prior to such placement in the file.
- C. There shall be a retention schedule of notices of disciplinary action which will maintain any notice of oral or written reprimands for a period of one year and any action involving the loss of pay or time for a period of five years after the last notice of any subsequent action. Such reports shall be removed upon petition to the Administrator.

Section 10 – Sub Contracting

The employer agrees that any work normally performed by the members of the bargaining unit shall not be contracted out as long as the Employer has the necessary equipment and as long as there is qualified personnel available to do the work.

ARTICLE XIX – Leaves of Absence

Limitations of Leaves

- A. No leave of absence or combination of leaves of absences including special leave shall exceed one (1) year.
- B. Any employee absent from duty for a period of more than one year on sick leave because of sickness or any contagious disease or condition relating to a sickness will be examined by a City appointed physician and the employee's physician for the possible retirement or extension of the leave by the City.
- C. Any employee absent for a period of more than one year on injury leave because of injury incurred on duty will be reviewed by the City for the determination as to the ability to return to duty or possible extension of the leave or placement on disability retirement.

Union Leave

- A. Upon prior notice from the Shop Steward, not to exceed two (2) employees, may be permitted to confer with management in accordance with the grievance procedure set forth herein during working hours. This shall be at no loss of pay or any other benefit. Such leave shall be granted provided the conduct of such business shall not diminish the effectiveness of the department or require the recall of off duty employees to bring the department to desired effectiveness.
- B. Two (2) representatives of the union shall be granted to a maximum of three days off per year without loss of pay to attend union conferences or seminars. In order to be eligible the representative must notify the immediate supervisor at least one week in advance of the conference or seminar.
- C. Union reps, not exceed three (3), shall be excused from duties for the purpose of negotiations for such periods as agreed upon by the parties.
- D. The City will grant convention leave to three (3) employees for a total of five (5) days for the purpose of attending the annual convention.
- E. Any employee attending any meeting covered by this article on their off duty hours will do so voluntarily. The union and employee understand that off duty time spent shall not be considered compensable hours pursuant to the Fair Labor Standard Act.

- F.** Employees shall be entitled to two (2) personal days per year for personal business which shall not be accumulative. Request for such leave shall be made 24 hours in advance and shall not be unreasonably denied. Leave for an emergency days may be granted for an unforeseen occurrence which the employee had no prior knowledge. Business means an activity that requires the employees attendance and is of such a nature that it can not be attendee to during a time outside of the work day.

- G.** Injury leave with full pay will be granted with pay to employees temporarily disabled arising through the performance of their duties in accordance to the statutes of New Jersey under Chapter 15 of NJSA Title 34 for such time as stated in the statute. It is the intention of the City to supplement any temporary disability payments made under Worker's Compensation to employees to receive their full salary or wage.

Article XX

Sick Leave

- A. Sick Leave** means the absence of an employee from duty because of:
1. Illness, Injury, pregnancy disability, exposure to contagious disease
 2. Necessary attendance upon a member of the immediate family who s ill, including a person living in the household in or other relatives living in the employee's household
 3. Death of any person listed above.
- B. Accumulation**
- 1) An employee in the first year will accumulate one (1) day per month, or fraction thereof, until the end of the calendar year.
 - 2) Starting with the beginning of the second calendar year an employee shall be entitled to fifteen (15) days leave per year. Sick Leave will be credited at the beginning of the calendar year.
 - 3) Sick Leave shall be cumulative.
 - 4) Sick may utilized in one hour increments.
 - 5) A physician's certification may be required whenever an employee is on sick leave for five (5) or more consecutive working days.
- C. Retirement**
- All employees who retire or sever their employment from the Public Employee's Retirement System shall be entitled to receive a lump sum payment at 50% for unused accumulated leave during continuous service since the most recent date of hire computed during their last year of employment prior to the effective date of retirement, up to a maximum of 230 days.
- D.** If an employee accumulates fifty (50) sick days, which shall be called a bank, the employee will be entitled to "buy back" on an annual basis, at 100%, any sick days the employee has accumulated in excess of fifty (50) to a maximum of fifteen (15) days.

EXHIBIT "A"

SEPARATION PAY

Any employee who is laid off under a valid New Jersey Division of Personnel lay-off in accordance with NJAC Title 4A shall be entitled to:

- A. For each year of continuous service a number of weeks pay for each such year;

3 years but less than 10 years 8 Weeks paid

10 years or more 1 additional week for each year of service

- B. Any Vacation Benefits accrued but not yet paid pro-rated to the portion of the year actually worked.

This provision is not applicable to any employee who is discharged for just cause, quit or voluntarily retires.

DURATION

This Agreement shall become effective on the 1ST DAY OF January, 2003, and shall remain in full force and effect to and including the 31ST DAY OF DECEMBER, 2007, and shall continue in full force and effect from year to year thereafter, unless either party desires to change or modify any of the terms or provisions of this Agreement.

The Party desiring the change or modification must notify the other Party to this Agreement in writing. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days after receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of this ____ day of _____, 2004.

**STEELWORKERS OF AMERICA
AFL-CIO-CLC**

Leo W. Gerard, International President

James T. English, International Secretary/Treasurer

Andrew Palm, International V.P. (Administration)

Leon Lynch, International V.P. (Human Affairs)

Louis J. Thomas, Director, District #4

J. James Stevens, Staff Representative

NEGOTIATING COMMITTEE, LU #14975

John Gerber, Member of Negotiating Committee

John Howarth, Member of Negotiating Committee

Thomas Kain, Member of Negotiating Committee

Steve Cianchetti, Member of Negotiating Committee

**CITY OF GLOUCESTER
NEW JERSEY**

Thomas Kilcourse, Mayor

Debra A. Fourre, City Administrator

Elsie Loebell, Chair Person P.W. Comm.

Jeanne Kaye, Public Works Comm.

Anthony Kormann, Public Works Comm.