

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

LOCAL 210

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Unit-3

January 1, 2007 through December 31, 2010

Changes are in **Bold**

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This Agreement dated **April 2, 2007** 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 No. 210, **Unit-3** of the International Brotherhood of Electrical Workers, affiliated with the AFL/**CIO**, hereinafter referred to as the “Union”.

This Agreement is entered into in order to promote and ensure harmonious relations, cooperation, and understanding between the City and its employees; to prescribe the rights and duties of the City and its employees; and to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interest of the people of the City and its employees. It is the intent of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey which govern public employment.

Article 1 - Recognition

The City recognizes the Union as the sole and exclusive representative of all full-time City employees as certified to the parties by the New Jersey Public Employment Relations Commission (**PERC**), by a Certification of Representation, Docket No. RO-82-34, dated November 17, 1981 as follows:

All full-time supervisory employees employed by the City of Vineland, but excluding non-supervisory employees, police, confidential employees, managerial executives, and craft employees.

The job classifications covered hereunder shall be those listed in Exhibit “A” attached hereto and made a part hereof. Should an employee receive a new New Jersey Department of Personnel (**NJDOP**) title during the term of this Agreement, said title may be added to Exhibit “A”, and any vacant title may be deleted.

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 are subject to negotiation.

Article 3 - Severability

In the event that any provision of this Agreement shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. In the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within 30 days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

Article 4 - Loyalty, Efficiency, No Discrimination

- §1. Employees **shall** perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interest; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times. Employees have an obligation to respond to a reasonable amount of overtime.
- §2. **The City and the Union shall apply the provisions of this Agreement equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces, political affiliation or any other classification protected by Federal or State law.**
- §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.
- §4. The City **shall** not interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any City representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.
- §5. **Employees shall retain all civil rights under the New Jersey State and Federal Law.**
- §6. All actions or recruitment of new employees are not to take place during employee's working time.

Article 5 - Maintenance of Standards

The City will not seek to diminish or impair any benefit or privilege not covered by this Agreement but provided by law, rule or regulation for employees without prior notice to the Union and, when appropriate, without negotiation with the Union **unless required by law**. However, this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights **Article** of this Agreement.

Article 6 - Access

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 **Director**, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that **this Agreement** 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 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

§1. Pursuant to N.J.S.A. 52:14-15.9e, employees who are Union members may authorize voluntarily and in writing to the proper disbursing officer of the City, to have customary dues deducted from their compensation and paid to the Union **Financial Secretary**.

§2. Pursuant to N.J.S.A. 34:13A-5.5, employees who choose not to be Union members 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 **30th** day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the Union **Financial Secretary** during the month following the monthly pay period in which deductions were made.

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

- §4. If there is any change in membership dues, the Union shall furnish to the City written notice prior to the effective date of such change.
- §5. The Union **shall** furnish the City with a copy of its “demand and return system” which must be established and maintained by the Union in accordance with the law.
- §6. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.
- §7. Any written authorization required herein may be withdrawn 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 months.

Article 8 - Management Rights

- §1. **It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, or through and by the Department Directors or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, except as they may be otherwise limited in this Agreement:**
- a. **the executive management and administrative control of the City and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;**
 - b. **the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJDOP regulations;**
 - c. **the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJDOP regulations;**
 - d. **the determination of the number of employees and of the duties to be performed, in accordance with applicable NJDOP regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;**
 - e. **the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;**
 - f. **the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the City;**
 - g. **the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the**

qualifications required, the performance standards and the size and composition of the work force;

- h. the determination of the amount of overtime to be worked;**
- i. the determination of the methods, means and personnel by which its operations are to be conducted;**
- j. the determination of the content of work assignments not inconsistent with NJDOP job specifications.**
- k. the exercise of complete control and discretion over its organization and the technology of the performance of its work;**
- l. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the City; and**
- m. the determination of job classifications and to assign work not inconsistent with NJDOP job specifications as it deems appropriate.**

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

§3. The City may suspend, discharge or demote an employee for sufficient and reasonable cause, but the employee or his/her representative shall, upon request, be entitled to an appeal and hearing, at which the reason for such action as taken shall be given. In the event of a discharge, demotion or suspension for a period greater than five days, NJDOP appeal procedures shall be followed. Consistent with NJDOP procedures, the Department Director or designee shall preside at Department Hearings.

Article 9 - No Strike or Lockout Pledge

§1. Neither the Union nor any person acting on its behalf will cause, authorize or support any strike (e.g., the concerted failure of employees to report for duty, willful absence from their positions, work stoppage or abstinence in whole or in part from the full, faithful and proper performance of the employee's employment duties), slowdown, walkout or other job action against the City.

§2 The participation in any strike or strike-related activity as specified above shall constitute a material breach of this Agreement, and such participation by any employee shall be grounds for termination, subject to the grievance procedure set forth in this Agreement.

- §3. The Union will actively discourage employees from participating in any strike or strike-related activity as specified above and take whatever affirmative steps are necessary to prevent or terminate the same.
- §4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.
- §5. The City shall not engage in a lockout or other similar action because of any proposed changes in this Agreement or disputes over matters relating to this Agreement.

Article 10 - Grievance Procedure and Arbitration

§1. In the event that any difference or dispute should arise between the City and the Union, or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately. The grievance must be presented in writing within three working days of its occurrence or employee's reasonable knowledge thereof in quadruplicate to the Union Representative, who in turn shall forthwith file one copy with the Business Administrator, one copy with the Department **Director**, and one copy with the managerial executive who supervises the aggrieved employee. Failure to file his/her grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

Step 1: Between the aggrieved employee, with or without his/her Steward and his/her managerial executive. If no satisfactory agreement is reached within three working days, the Union may submit the grievance, in writing, to the second step within five working days from the verbal answer.

Step 2: Between Union Officials, Shop Steward and Department **Director** of the respective Department. If no satisfactory agreement is reached within 10 working days, the Union may submit the grievance to the third step, in writing, within 10 working days from the second step answer.

Step 3: Between Union Officials, Shop Steward, Grievant, Department **Director** and other City officials. At this step an International Representative may be present to assist only. If no satisfactory agreement is reached within 10 working days, the matter may be referred to arbitration by the City or Union within 30 days of the third step written answer.

§2. Either party may request PERC to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from or modify any of the terms of this Agreement, or to establish

or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by the parties.

§3. Unless extended by mutual agreement in writing, the failure to observe time limits herein shall constitute abandonment of the grievance, and settlement on the basis of the last City answer.

§4. This grievance procedure, including the arbitration provisions thereof, shall not be applicable if the alleged 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 salary, hourly rate or incentive rate 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;
 - 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 **Agreement** is determined to be in conflict with New Jersey law, or with rules, regulations or procedures thereunder, the New Jersey law, regulations, rules and procedures shall be controlling, subject to review by normal grievance or judicial process.

Article 12 - Promotions and Promotional Pay

The City shall provide qualified employees with the opportunity to be interviewed for open positions covered by this Agreement.

Subject to the approval of the Appointing Authority or designee, an employee, when promoted so as to assume additional responsibilities or duties, from one class or title to another having a higher salary range, then his/her salary shall be increased to the minimum of the new range or by five percent of his/her then current base salary, whichever is higher.

The Appointing Authority or designee shall determine what is a promotion and whether the employee is entitled to the "Promotional Pay" provided for above. The Appointing Authority or designee 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 13 - Hours and Working Conditions

§1. The work week shall consist of seven consecutive days beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday. This shall not be construed, and nothing in this Agreement shall be construed, as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time by employees. Work weeks shall normally be comprised of an eight hour day and 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 or designee and Department **Director**, which may include an unpaid lunch break of either one-half (½) hour or one hour, so long as said break does not reduce the total hours of an employee's regular work day. Should any flexible schedule be agreed upon, all benefit time in **this Agreement** shall remain unchanged hour-for-hour.

§2. As far as practicable, non-rotating employees shall normally work five consecutive days, Monday through Friday. Due to 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.

§3. Employees are supervisory personnel of the City. It is anticipated that because of their position they are emulated by subordinates at the work station. This obligates the supervisors to exemplify department and behavior becoming their status with adherence to the management principles of the administration including the rules and regulations regarding hours of work and work station conditions of employment. This includes compliance with the Federal regulations imposed by the Fair Labor Standards Act and the Administration's policy toward preapproved overtime.

§4. When an employee has completed 16 continuous hours of work, he/she shall receive an eight hour rest period without compensation. If this rest period involves any part of his/her normally scheduled work day, he/she shall lose no time or pay thereby.

Article 14 - Overtime

§1. Overtime shall be paid at **one** and one-half (1½) the regular hourly rate of pay for all work over eight 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 15 minutes.

Employees shall continue to have the option of receiving payment in cash or compensatory time off in those departments where such option is the current practice. Compensatory time shall be utilized within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Department Director or other managerial executive and the Appointing Authority or designee.

§2. For Community Nursing Service and Flex-Time employees only, overtime shall be paid at **one** and one-half (1½) the regular hourly rate of pay in accordance with the FLSA for all hours worked over 37½ or 40 per week, whichever is employee's regular work schedule.

§3. The City and an employee may 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 Appointing Authority or designee. Compensatory time hours over 48 that cannot be carried over to the following year shall be paid to the employee.

§4. Employees scheduled to work prearranged overtime on their scheduled day off shall receive a minimum of two hours pay at the applicable rate.

Article 15 - Call-In Pay

§1. An employee called in **for work during non-working hours** shall be paid **the prevailing overtime rate** but with a minimum pay of five hours at straight time. Should an employee be called in again within the five hours for which the first call-in was paid, then the employee shall be paid just overtime and no minimum pay shall apply. This guarantee does not apply

to overtime arranged in advance during the employee's normal work week. Notwithstanding the above, no call-in shall be permitted or paid unless authorized by the Department Director or designee prior to it being worked.

- §2. An employee called to resolve work station emergencies between 12:00 a.m. and 6:00 a.m. shall be paid two hours at straight time. The two hours pay shall be considered full compensation for any additional call related to the work station emergency made during the two hour period after the first call.
- §3. **A Designated Registered Environmental Health Specialist shall receive \$2.50 per hour when assigned to standby duty, which shall be defined as being available and ready for work upon emergency notification via City pager continuously for the time period designated by the Department Director. When activated for work, Standby Pay shall cease for the period of time worked. Such employees shall be entitled to overtime set forth in Article 14 but shall not be entitled to minimum pay as provided in Section 1 of this Article.**

Article 16 - Meals

- §1. **In lieu of a meal, employees shall receive \$9.50 through payroll as follows:**
 - a. **Upon working the initial two hours of unscheduled overtime beyond their normal work period. For each five hours of additional such overtime worked, another \$9.50 shall be earned. If less than two hours are worked, no meal payment shall be earned. Such unscheduled overtime occurs when employees are notified of the overtime after reporting to work for their normal work period and not given at least a 30 minute break to obtain a meal.**
 - b. **Upon working every four hours of call-in overtime. If less than four hours are worked, no meal payment shall be earned. Call-In overtime is defined in Article 20.**
- §2. **Meal payment shall not be provided for prearranged overtime.**

Article 17 - Holidays

- §1. **Employees shall receive the following paid holidays off at straight time:**

New Years Day	
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	General Election Day

Memorial Day	Thanksgiving
Independence Day	Day After Thanksgiving
Labor Day	Christmas

- §2. **A paid holiday shall begin at 12:00 a.m. (midnight) of the official observed day, which may be the actual holiday or the weekday closest to any holiday falling on a weekend.**
- §3. Employees who work a paid holiday shall be paid in addition to straight time, one-and-one-half (1½) times their normal rate of pay for all hours worked on such holiday.
- §4. Employees shall not receive holiday pay unless they work during the week in which the holiday falls, and are on the job and available for work on each full scheduled workday before and after the holiday, even if in different work weeks, except in case of proven illness or injury substantiated by a medical certificate.
- §5. Paid holidays that are observed while an employee is on vacation leave shall not be counted as a vacation leave.

Article 18 - Personal Leave

- §1. Employees shall earn four personal leave days annually subject to the following provision. **New employees and employees in their final year of employment shall earn one personal leave day quarterly provided the employee is on the payroll for at least 60 days within each quarterly period as follows:**
- a. January 1 and March 31.
 - b. April 1 and June 30.
 - c. July 1 and September 30.
 - d. October 1 and December 31.
- §2. Personal leave shall not accumulate from year to year. Personal leave shall be granted by the City upon three days prior written request of the employee submitted to the Department **Director**. Said request shall be granted at the discretion of the Department **Director** so long as the employee's absence can be granted without interference with the proper conduct of the Department. In the event of extraordinary circumstances, the three day written notice may be waived at the discretion of the Department **Director** or designee. If an emergency requires calling an employee into work from scheduled and approved personal leave, or if the employee voluntarily makes oneself available for work during an emergency on scheduled and approved personal leave, then the personal leave shall be rescheduled.
- §3. **Employees may not use any personal leave until completing 90 days employment with the City, unless in the event of extraordinary circumstances, the Department Director**

or designee approves such use. Personal leave unable to be used due to the 90 day provision shall be carried over to the succeeding year.

Article 19 - Vacations

- §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:
- a. One working day for each month up to one year of service.
 - b. 12 working days after one year and up to six years of service.
 - c. 15 working days after six years and up to 13 years of service.
 - d. 20 working days after 13 years and up to 19 years of service.
 - e. 25 working days after 19 years and up to 27 years of service.
 - f. 30 working days after 27 years of service.
- §2. All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. Employees shall submit vacation requests in writing, in advance of the vacation period, to their Department **Director** or designee, who shall approve or disapprove said request depending upon the then-existing pressure of City business and the need for the employee's presence. Requests shall not be unreasonably denied. Preference for vacation time shall be given in order of seniority.
- §3. **Any vacation leave not granted nor taken in the year earned due to pressure of City business, as determined by the Department Director or designee, shall accumulate for use by May 31 of the succeeding year only. Accumulated vacation leave not taken by May 31 of the succeeding year shall be forfeited.**
- §4. An employee's rate of vacation pay shall be based on the employee's regular rate of pay.
- §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.

Article 20 - Time to Attend Meetings

Union members, who, by mutual agreement between the **Union** and City, participate during working hours in conferences and meetings with the City which involve or derive from this Agreement, shall suffer thereby no loss of pay. **Union** members shall be allowed one-half (½) hour prior to and one-half (½) hour after the conference is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. Except for the foregoing, nothing shall be done which shall interfere with the work of any employee or department.

Vacation days will be rescheduled if they coincide with City-authorized meetings. The Union **shall** take all steps necessary to ensure that this time is within reasonable limits.

Article 21 - Layoffs

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.

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 22 - Military Leave

§1. Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid his/her regular pay during the period of his/her military training.

§2. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee.

Article 23 - Funeral Leave

§1. Employees shall **receive** leave with pay **for** up to three days in the event of death **of** the employee's spouse, father, mother, child, step-parent, step-child, sister, brother, grandfather, grandmother, great-grandfather, great-grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents or great grandparents of the spouse.

§2. To be eligible for funeral leave, the employee must attend the funeral service. **At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of funeral service.**

Article 24 - Leave of Absence

§1. General Leave. Any permanent employee desiring leave without pay for personal reasons shall make a request in writing to his/her Department Director not less than two weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leave may be granted or denied at the discretion of the Business Administrator who shall review all recommendations for leaves of absence as submitted by the Department Director. Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of the leave, shall be considered reason for summary discharge. Leave shall be granted or denied in writing.

§2. Maternity Leave.

- a. With Pay. Permanent employees shall be entitled to utilize any accumulated sick leave during the time prior to the expected date of childbirth and for one month thereafter upon presentation of a doctor's certification and approval by the Department of Administration. The City may consider granting, in extenuating circumstances, additional use of sick leave not to exceed two months, upon presentation of a doctor's statement setting forth the necessity therefor. Employees who have accumulated vacation leave and/or compensatory time may use such time for maternity purposes.
- b. Without Pay. Permanent employees who have no earned or accumulated vacation leave, sick leave or compensatory time, may be granted a leave of absence for maternity purposes prior to the expected date of childbirth and for one month thereafter upon presentation of a doctor's certification. Leave may be granted or denied at the discretion of the Business Administrator who shall review all recommendations for leaves of absences as submitted by the Department Director.

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 months will be granted upon presentation of a doctor's statement setting forth the necessity therefor.

- c. 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.

§3. 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:

- a. Employee's own serious health condition.
- b. The birth or adoption of a child.
- c. To care for a child, spouse or parent with a serious health condition.

Eligible employees must provide prior notice to the Department **Director** if requesting 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 25 - Leave of Absence - Union

The City will consider a written request for the necessary and reasonable time off, up to a maximum of two weeks annually, without discrimination or loss of seniority rights and without pay, to not more than one employee annually designated by the Union to attend a labor convention or serve in any capacity on other official Union business. Length of time off and reason must be specified. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the discharge of the employee involved.

Article 26 - 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 the 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 the 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 27 - Travel Allowances

- §1. The City **shall** reimburse employees for their necessary travel expenses incurred while on City business consistent with the Travel Policy of the Policy Manual. Employees are expected to work the length of a normal work day while traveling, and no overtime shall be worked unless authorized and pre-approved by the Department **Director**. Should the Travel Policy adopted on **March 1, 2007** be revised, the benefits granted by it shall not be diminished.
- §2. **Employees who travel to perform City business shall use a City vehicle. If a City vehicle is not available, employees shall be reimbursed mile for mile for the use of their personal vehicles while on City business at the prevailing IRS rate. A travel log shall be maintained by each employee and submitted no later than one month following said travel to the Department Head for reimbursement.**

Article 28 - Education and Training Incentives

- §1. If the City requests an employee to take a course, the City shall designate the course to be taken and reimburse the employee for any tuition fees, book costs or other direct out-of-pocket expenses incurred in the completion of said course.
- §2: The City shall reimburse the Director, Public Health Nursing Service, Public Health Nurse Supervisor and EMS Supervisors for out-of-pocket expenses incurred in the completion of 16 college credits per year, provided the course is job-related and has been approved by the Department **Director** in writing prior to the enrollment in said course and the employee submits a certificate of successful completion to the Department Head. Furthermore, the course must be taken during non-working hours and said reimbursement for college credits shall not accumulate.
- §3. The City shall reimburse an employee for tuition and books for courses preapproved by the City and considered relevant to the employee's present position which requires an undergraduate degree or a graduate degree, or a foreseeable future position which requires an undergraduate degree or a graduate degree. Other out-of-pocket expenses are not reimbursable to the employee. Said reimbursement shall be contingent on the availability of City funds. Remedial courses required are not reimbursable to the employee. Reimbursement shall be contingent upon an employee successfully completing the approved course with a grade of "C+" or better.

The City may approve a flexible schedule should coursework conflict with an employee's work schedule.

- §4. Employees shall make every effort to attain certification in their classifications, such as licensed professional engineer or certified professional accountant, etc. If the City requests an employee to undertake special duties requiring a new license or certification, the City shall pay the costs for fees to obtain said license. If the City requests an employee to undertake specialized training, the City shall pay all authorized expenses directly related to the training, such as tuition, meals, and traveling and lodging expenses. The employee shall suffer no loss of regular wages as a result of such specialized training.
- §5. **Any employee who receives any reimbursement provided for in this Article and becomes separated from City employment for any reason, other than layoff, within one year after the completion of said course or semester, the employee shall reimburse the City for all tuition costs and other reimbursable expenses paid by the City to or on behalf of the employee. If the same occurs more than one year but less than two years after the completion of said course or semester, the employee shall reimburse the City 75% of the same.**
- §6. The City may assign an employee to teach, instruct or participate in on-site informal or formal training programs authorized by the City.

Article 29 - Uniforms and Safety Equipment

- §1. The City shall reimburse up to **\$450** annually for uniforms to the Director, Public Health Nursing Service and Public Health Nurse Supervisor who submits a paid receipt for said uniforms purchased during that year. Professionally recognized nursing shoes (not sneakers) shall be considered a part of uniforms. All such employees shall wear said uniforms while on-duty. If such employee works for less than one full year, then such amount shall be prorated for the period worked.
- §2. Coveralls and uniforms provided by the City shall be used for City business only. Coveralls, uniforms and maintenance of coveralls and uniforms will be provided to the following employees:
- Storekeeper, E.U.
 - Supervisor, Water
 - Supervisor, Parks
 - Supervisor, Trees
 - Supervisor, Roads
 - Supervisor, Recreation Maintenance
 - Supervising Mechanic
 - Assistant Water Treatment Plant Superintendent
 - Assistant Water Utility Superintendent
 - Assistant Water Sewer Utility Supervisor

Any employee responding to an incident that could expose them to fire hazard must wear the OSHA/PEOSHA approved fire retardant outer garment provided by the City.

§3. Disposable coveralls shall be provided to employees at the discretion of the Department **Director**.

§4. The City shall reimburse each employee specified in this section up to **\$90** per year, provided the employee submits a paid receipt for safety shoes meeting the American National Standard for Personnel Protection-Protective Footwear (ANSI Z41-1991) standards. The OSHA/ANSI approval shall be attached to the receipt. **Should OSHA mandate dielectric footwear, the annual amounts in this section shall be increased by 20%.** Said safety shoes shall be worn as a condition of employment by employees working in a non-office environment in the Electric Utility and the following divisions of the Department of Public Works:

- Streets, Roads and Sanitation
- Equipment, Maintenance and Vehicle Fuel Facility
- Public Property
- Recreation
- Street Marking and Traffic Signs
- Tree Cultivation and Maintenance
- Water-Sewer Utility

§5. The City shall provide employees with prescription or non-prescription safety glasses as required to be worn in accordance with safety manual stipulations. Safety glasses shall not replace goggles where goggles are required. Employees wearing prescription glasses shall verify that their prescription lenses are of the safety type. Safety glasses shall be provided as the prescription reads for lenses only.

Article 30 - Sick Leave

§1. Service Credit for Sick Leave. All employees shall be entitled to sick leave with pay as specified hereunder.

- a. 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:
 - i. Personal illness or injury.
 - ii. Exposure to contagious disease.
 - iii. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A: 1-1.3 as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal

guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative.

iv. Death in the employee's immediate family for a reasonable period of time.

- b. Whenever an employee is disabled through injury or illness as a result of or arising from his/her employment as evidenced by a certificate of a City-designated physician or physician acceptable to the City, he/she shall be granted, in addition to his/her annual sick leave with pay or any accumulation thereof, leave of absence with pay for a period of 365 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 are allowed. If at the end of such 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 or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment. During the period in which the full salary or wages of any employee on disability leave is paid by the City, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City by the insurance carrier or the employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the employee is fit for work, such disability leave shall terminate and such employee shall forthwith report for work.

Furthermore, if an employee, during the period of his/her disability, is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by the City-designated physician or other physician acceptable to the City.

- c. 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.
- d. Employees may not be gainfully employed during the period of injury leave.

§2. Amount of Sick Leave. An employee commencing employment during the first 15 days of the month shall earn one working day, and an employee commencing employment on or after the 16th day of the month shall earn one-half (1/2) working day for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment, and 15 working days in every following calendar year, pursuant to N.J.A.C. 4A:6-1.3, as long as the employee remains actively employed. If the employee terminates, the 15 working days shall be pro-rated at one and one-fourth (1 1/4) working days for each full month of employment.

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.

§3. Reporting of Absence on Sick Leave. If an employee is absent for reasons that entitle him/her to sick leave, his/her Department **Director** shall be notified prior to the employee's starting time. Failure to so notify appropriate personnel within his/her department may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. Absence without notice for five consecutive days shall constitute a resignation not in good standing.

§4. Verification of Sick Leave. An employee who shall be absent on sick leave for five or more consecutive working days, or totaling more than 10 days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

- a. In case of leave of absence due to exposure to contagious disease, a certification from a City designated physician or physician acceptable to the City shall be required.
- b. **The Business Administrator may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.**
- c. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the City by a physician designated by 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.

§5. Payment of Accrued Sick Leave at Death. The City will pay upon the death of an active employee an amount equal to 50% of all accrued and unused sick leave pay up to a maximum of \$15,000.

Article 31 - Retirement

For purposes of this Article, retirement shall mean an approved pension documented by the New Jersey Division of Pensions & Benefits, Department of Treasury. Pensions can be in the form of service retirement, early retirement options, special retirement, veterans retirement, ordinary disability and accidental disability retirement.

§1. Employees retiring either on the regular pension or disability shall be paid for all accumulated vacation.

§2. In case of death of any employee, there shall be paid to his/her widow, beneficiary or estate, the amount or amounts due for any and all unused vacation and wages due in the pay period in which he/she has died.

§3. At retirement, the City **shall** pay each employee 50% of all accrued and unused sick leave pay up to a maximum of **\$15,000**.

- §4. This supplemental compensation payment shall be computed at the rate of one-half (½) accumulated unused sick days multiplied by 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 the amounts as specified above.
- §5. Payment shall be made promptly if funds are available, but no later than one month after the final adoption of the budget of the City for the year succeeding the effective date of retirement of the employee.

Article 32 - Health Benefits

- §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 on or before January 1, 2002. This coverage shall be fully paid by the City for all employees and their **eligible dependents**. 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, 2002) 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.

- §2. The City shall provide a generic prescription plan including insulin syringes for employees and their eligible dependents. A federally approved generic equivalent, if available, will be dispensed for name brand unless an employee's physician specifically requires name brand. An employee who receives name brand when generic is available shall pay the cost difference between the name brand and generic, except if the attending physician specifies no substitute for name brand. This cost will not be applied to the employee's deductible. The co-pays are as follows:

<u>Name brand, including mail-order</u>	<u>Generic, including mail-order</u>
2007: \$10.00	2007: \$ 5.00
2008: \$10.00	2008: \$ 5.00
2009: \$20.00	2009: \$10.00
2010: \$25.00	2010: \$15.00

- §3. Employees who retire with at least 25 years of service shall receive the same prescription coverage as active employees, until said employee:

- a. Obtains employment having prescription coverage comparable to active employees. However, retired employees may re-enroll in the City prescription program given to active employees should said employment cease; or
- b. Becomes eligible for a federal or state subsidized prescription program, such as Medicare.

If prescription coverage for active employees changes, then prescription coverage for retirees shall likewise change so that coverage for retirees at any given time shall remain the same as coverage for active employees.

- §4. Employees and their **eligible dependents** shall receive a basic dental care plan and choose from among a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc. or **Delta Preferred Provider Option**, or their successors.
- §4. The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. If health care issues arise, a committee will be formed between the Business Administrator and Union Business Manager. Any change in insurance provider that impacts the level of benefits or administrative procedures from those currently in place will be subject to negotiation.

Article 33 - Bulletin Boards

The City **shall** 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 **shall** limit its posting of notices and bulletins to such bulletin board. All bulletins or notices shall be signed by a local Union Officer or designee. Union Bulletin Boards shall be maintained in a neat and orderly fashion by the Shop Stewards.

Article 34 - Pay Day and Savings Account Deductions

- §1. **Commencing no sooner than January 1, 2008, the City shall, in its discretion, pay employees weekly or bi-weekly on the applicable Friday, provided that weekly or bi-weekly pay is instituted for all City employees and six months notice is given to employees. Should payday occur on a holiday, paychecks shall be issued on the day preceding the holiday. Employees will receive 25% of net pay on the first week of bi-weekly pay implementation as an advance for the subsequent pay period. The**

following week's paycheck will be 75% of net pay. Thereafter, pay shall be issued bi-weekly.

§2. The City shall administer a payroll deduction plan for savings accounts in accordance with procedures of the Comptroller's Office.

Article 35 - Wages

§1. **Effective first pay for each and every calendar year of this Agreement, the City shall increase base wages for employees as follows:**

2007: 3.50%
2008: 3.50%
2009: 3.50%
2010: 3.25%

§2. The City reserves the right, with the consent of the Union, which consent will not be unreasonably denied, to grant wage increases to employees in the event special circumstances exist which require such an adjustment to maintain the quality of the City's work force.

Article 36 - 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, 2007**, and shall remain in effect through **December 31, 2010**, and from year to year thereafter, unless 60 days prior to any current expiration date, either of the parties hereto notifies the other party at interest, in writing, of its desires to amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their proper officials the day and year first above written.

City of Vineland

International Brotherhood of Electrical
Workers, Local 210, Unit-3

By:

By:

Mayor

President

ATTEST:

ATTEST:

Municipal Clerk

Business Manager

Negotiating Committee:

Negotiating Committee:

Exhibit "A"
Job Classifications

Assistant Chief Stationary Engineer
Assistant Director of Solid Waste Management
Assistant Engineer E.U.
Assistant Health Officer
Assistant Municipal Tax Collector
Assistant Purchasing Agent
Assistant Superintendent of Electric Distribution
Assistant Supervisor Criminal Information Unit
Assistant Water Treatment Plant Superintendent
Building Subcode Official
Chief Clerk
Chief Sanitary Inspector
Chief Stationary Engineer
Construction Official
General Supervisor, Electric Distribution
Office Services Manager
Principal Engineer

Principal Sanitary Inspector
Project Coordinator, Construction
Public Health Nurse Supervisor
Purchasing Agent
Senior Engineer, E.U.
Storekeeper, E.U.
Superintendent of Recreation
Supervising Emergency Medical Technician
Supervising Engineer
Supervising Fire Prevention Specialist
Supervising Interconnection Technician, E.U.
Supervising Mechanic
Supervising Paramedic
Supervising Planner
Supervisor of Accounts
Supervisor, Parks
Supervisor, Recreation Maintenance.
Supervisor, Roads
Supervisor, Water
Technical Assistant Construction Officer/Assistant Zoning Officer
Zoning Officer

Exhibit "B"
EMS Supervisors

An EMS Supervisor assigned standby duty, when no other EMS Supervisor is on duty, shall receive **standby pay as set forth in Article 15 - Call-In Pay.**

The City **shall** reimburse EMS Supervisors for continuing education units necessary to retain certification as required by the City. In order to receive reimbursement for the continuing education units, the employee must submit a certificate of successful completion to the Department **Director** or designee, along with a receipt from the educational program for the course provided. The City will reimburse for continuing education unit courses approved by the Certifying Agency, the NJ Department of Health, Office of Emergency Medical Services, said course reimbursement to be in accordance with the City Department of Health, EMS Division Policy. Continuing education units should be of a nature and description that benefits the City, EMS and quality of care provided to the residents of the City.

The City **shall** reimburse each EMS Supervisor up to a maximum of **\$300** annually for the purchasing and maintaining of necessary equipment for the employee's regular duties upon submission of paid receipts. This is to be paid each year with the last pay period in November. Each employee will be responsible for purchasing equipment in accordance with department standards for the following equipment: cut resistant gloves, penlight, scissors or large shears,

stethoscope, digital watch or a watch with a second hand, equipment pouch, small note pad, ink pen, map book, **plain black knit winter hat** and personal protection boots as specified in the Department of Health, EMS Division Policy as of January 1, 2000.

An EMS Supervisor who is certified as a paramedic shall receive a Paramedic Stipend of \$500 per year.