



Communications Workers of America
AFL-CIO

And



The City of Gloucester City
White Collar Bargaining Unit

Union Contract

January 1, 2009-December 31, 2014

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Appendix A SALARY GUIDE

ARTICLE I

PREAMBLE

A. This Agreement is entered into this _____ day of _____ by and between the City of Gloucester City, herein referred to as the "City", and the Communications Workers of America, AFL=CIO, White Collar Unite, herein after referred to as the "Union".

B. The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of the differences, establishment of rates of pay, hours of work and the others conditions of employment.

ARTICLE II

UNION RECOGNITION

A. The City agrees to recognize the Union as the sole and exclusive bargaining representative of all permanent, provisional, full-time and part-time, listed below and any employee which may be hired to classifications not specially excluded by the law.

JOB TITLES:

Senior Accounts Clerk	Tax Clerk
Clerk Typist	Senior Tax Clerk
Clerk	Assessing Clerk - Typing
Assistant Violations Clerk	Police Records Clerk- Typing
Senior Clerk Typist	Senior Payroll Clerk - Typing
Payroll Clerk	Senior Account Clerk - Typing
Senior Clerk	Senior Cashier
Permit Clerk	Technical Assistant to the Construction Office
Recycling Coordinator	Program Monitor, UEZ

B. Any new title authorized for use by the Employer will be negotiated for inclusion or exclusion from the bargaining unit. If the parties are unable to agree on the inclusion or exclusion of a title, the Union will pursue statutory procedures under the New Jersey Public Employee Relations Act.

C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

D. This Agreement will be binding upon all the parties hereto, their successors and assigns.

ARTICLE III

ADHERENCE TO CIVIL SERVICE COMMISSION RULES

The City and the Union agree to be bound by all Civil Service Commission Rules and Regulations.

ARTICLE IV

AGENCY SHOP

The City and the Union agree that any employee in a position covered under the scope of the certification of this unit and who is a non member of the union shall be assessed a representation fee as provided in NJSA 34:13A-5.5. Any such amount shall be not more than 85% of the regular membership dues, fees and assessments as per NJSA 34: 13A-5.5 (b).

ARTICLE V

UNION DUES

A. The City agrees to deduct dues weekly from the base pay of each employee, in accordance with the expressed terms of a signed voluntary authorization to do so, the amount of membership dues of the CWA. Dues shall be paid per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union dues is made. Said deductions shall be made out of the first payroll period or the earliest subsequent payroll period for each month. Deduction of Union dues made pursuant hereto shall be remitted by the City to Communications Workers of America, AFL-CIO, 501 Third Street NW, Washington, D.C. 20001-2797, Attention: Secretary-Treasurer.

B. The City further agrees to forward a list of all bargaining unit employees including new hires and terminations, once each month to CWA. 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 or the agency shop fee.

ARTICLE VI

BULLETIN BOARDS

A. The City shall make available suitable space for the posting of notices relating to the official business of the Union at all locations where employees covered under this agreement gather or report to work and generally receive notice. A list shall be given to the Administrator of requested locations and such approval granted if no conflict exists. The approved list is attached hereto.

B. Only material authorized by the Union shall be permitted to be posted on said bulletin board.

ARTICLE VII

UNION BUSINESS LEAVE

A. Upon prior notice to and approval of the appropriate City representative, the shop steward(s) and/or negotiating committee member(s) of the Union (not to exceed two (2) employees) may be permitted to confer with management in accordance with the Grievance Procedure set forth herein and to attend collective bargaining sessions with the City representative or representatives, during duty hours without loss of pay, or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the employees' Departments, or require the recall of off-duty employees to bring the Department to its proper effectiveness.

B. (1) One (1) Steward of the Union and one (1) alternate shall be granted up to a maximum of three (3) days off annually without loss of pay for purpose of attending Union conferences and/or seminars,

(2) In order to be eligible for this benefit, the stewards must notify the Business Administrator and their immediate supervisor at least one (1) week in advance of said conference and/or seminar.

(3) If an employee fails to provide prior verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.

C. An employee attending any meeting covered by this Article on his off duty time shall do so voluntarily. The employee and the Union understand and agree that any such off duty time spent shall not be compensated by the City and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE VIII

MANAGEMENT RIGHTS

A. The employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the law and constitution of the State of New Jersey.

B. All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

ARTICLE IX

PERSONNEL FILES

A. Each employee may review the contents of his/her file on the same day of the request. A Union representative may accompany said employee while he/she reviews his/her file. The employee shall have the right to respond to any document in his/her personnel file within thirty (30) working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the employee's 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 actions that will maintain any notice of reprimands and/ or written warnings for a period of one (1) year. Such reports shall be removed upon petition to the Administrator. All major disciplinary actions shall be adhered to by the Civil Service Commission Rules and Regulations.

ARTICLE X

NON-DISCRIMINATIO

A. The City agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State law), national origin, color, handicap, Union membership, Union activities, or the exercise of any concerted rights or activities or any other legally protected class. For the purposes of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

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

ARTICLE XI

SENIORITY

- A. Seniority is defined as continuous unbroken service with the Employer.
- B. Promotions will be filled in accordance to the rules and regulations of the New Jersey Civil Service Commission. Should that system no longer exist the City shall implement procedures in conformance with those currently in existence.
- C. In cases where the Employer anticipates making lateral transfers or reassignments from one unit/department to another in a given title, volunteers shall be sought first. In the event there are no volunteers, the vacancy shall be filled by inverse order of seniority.
- D. In the scheduling of vacations within a unit the employee with the most seniority will be given preference in the choice of time selection. Upon the entire unit having selected their time for vacation a senior member may have preference only to time not already selected by another employee.

ARTICLE XII

JOB POSTING

All notification and posting will be in compliance with New Jersey Civil Service Commission rules and regulations. Should the system no longer exist the City shall implement procedures in conformance to those currently in existence. The City shall allow any permanent full time or part time employee in the unit an opportunity to apply for any position covered under this agreement to which they may have lateral transfer rights or promotional rights. The administrator will contact all employees of any transfer, promotion and job opening, with a copy to the shop steward, and explain the procedure by which the position will be filled.

Any employees hired who will be covered under the provisions of this agreement will be notified of their right to join the union.

ARTICLE XIII

EDUCATION AND TRAINING

A. The quality and extent of service the City is able to provide is dependent on the competence and skill of the staff charged with delivering those services.

B. For any seminar, conference or training course which the employer assigns or allows the employee to attend the City shall cover the cost of registration, books, materials, travel, and any incidentals associated with the attendance shall be given by the appropriate department head and concurred by the Administrator prior to enrollment. The City will reimburse meals which are pre-approved to a maximum of \$10.00 per meal.

In no event will the City accept alcoholic beverages as eligible for reimbursement. If an employee feels they were unreasonably denied the issue may be referred through the grievance procedure.

C. To be eligible for this benefit the employee must receive prior approval from their Business Administrator. Such approval shall not be unreasonably denied.

D. The City of Gloucester agrees to pay for College Credit Hours for courses directly related to the employee's position during the employee's off duty hours. To be eligible for this benefit the employee, through their department head, must receive prior approval from the Business Administrator. Such approval shall not be unreasonably denied.

1. The City will reimburse an employee covered by this agreement a maximum of \$200 per credit hour for each College course successfully completed with a grade of "C" or above up to a maximum of 30 credit hours per year (January 1 through and inclusive of December 31) for each year of this contract. Said reimbursement will be made upon presentation of a notice of registration and receipt of payment. Payment may also be made directly to the College/University through the use of Purchase Orders upon presentation of a notice of registration.

- a. The City will not pay for books or other College fees applicable to the course.
- b. The City will not pay for mileage or meals.

2. If the course is not successfully completed with a grade of a "C" or above then the City will be entitled to reimbursement from the employee at the rate of \$50.00 per week from the employees pay up to the total amount paid by the City to the College or employee.

3. Proof of successful completion of the course with a grade of "C" or better must be submitted by the employee to the employee's Department Head no later than 60 days after completion of the course. Failure to submit documentation of successful completion of the course with a "C" or better within 60 days of the completion of the course will be considered as proof that the employee failed to complete the course successfully, as defined above, and the City will begin payroll deductions according to the procedures listed in paragraph 2 of this section. No employee will be entitled to reimbursement for College expenses as listed in paragraph 1 during the period that there is an outstanding balance for non-successful completion of a course, however, such prohibition of entitlement shall not be imposed until six months after the end of the semester of the course not completed and balance remaining unpaid.

4. Should an employee terminate employment with the City or if the City discharges the employee then the full amount of any funds due to not successfully completing a course of Study by an employee will be deducted from the employee's final pay.

E. If any employee holds a job title that requires training, education or a license, the City will pay for said training, education or license. Said training shall include, but not be limited to, license courses or seminars. This shall also apply to those titles that require continuing education to maintain said title. Whenever possible, said training and/or education will take place during normal working hours.

ARTICLE XIV

DISCIPLINE

A. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given adverse evaluation of his/her professional services without just cause.

B. Just cause shall be defined as follows:

(1) The Employer gave the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct.

(2) The Employer's rule or managerial order was reasonably related to the orderly, efficient, and safe operation of the City.

(3) Before administering discipline to an employee, the Employer made an effort to discover whether the employee did in fact violate or disobey a rule or order of management.

(4) The Employer's investigation was conducted fairly and objectively.

(5) At the investigation of the "judge" obtained substantial evidence or proof that the employee was guilty as charged.

(6) The Employer has applied its rules, orders and penalties even-handedly and without discrimination to all employees.

(7) The degree of discipline administered by the Employer in particular case must be reasonably related to (i) the seriousness of the employee's proven offense and (ii) the record of the employee and his service with the City.

C. Discipline shall be progressive in nature and corrective in intent. At each step of the procedure the employee must be:

(a) Advised of the situation:

(b) Advised of corrective action needed:

(c) Advised of future action that will be taken:

(d) Advised of the right of Union representation:

D. Any discipline which results in a removal or suspension pending removal shall not be imposed prior to the employee having an informal hearing.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment. The parties agree that the procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of an employee to discuss a matter informally with any appropriate member of the Administration. If such discussion involves a matter covered by the definition of a grievance in Section B, the Union shall be advised of the adjustment of the issue.

3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

B. Definitions

1. The term "grievance" shall mean an allegation that there has been:

(a) A violation, misinterpretation or misapplication of the terms of this Agreement.

(b) An inequitable, improper, unjust application or misinterpretation of rules or regulations, administrative orders, existing policy, or orders applicable to the Departments including minor disciplinary actions.

2. The terms "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.

3. Working day is defined as Monday through Friday excluding Holidays.

C. Presentation of a Grievance

The City agrees that in the presentation of the grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, a Union representative and a Union recorder.

D. Grievance Procedure

Step 1

The grievant and his/her Union shop steward shall present the employee' written grievance or dispute to his/her supervisor within fifteen (15) working days of occurrence or within fifteen (15) working days after he/she would reasonably be expected to know if it's occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Department Head shall schedule a hearing within five (5) working days of receipt of the grievance and shall render a decision in writing to the grievant within five (5) working days of the hearing.

Step 1 may be waived upon request of the Union.

Step 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative to the Business Administrator within fifteen (15) working days of the written response from Step 1. Within fifteen (15) working days of receipt of the notice from the grievant, a hearing shall be held before the Business Administrator. The Business Administrator shall render a written decision on the grievance within fifteen (15) working days of the close of the hearing. Should the Employer not respond in the set time frame the matter will be considered closed in the employer's position subject to the union pursuing the matter to the next step.

Step 3

1. If no settlement of the grievance has been reached between the parties, the grievance may be moved to arbitration only by the Union within thirty (30) working days of receipt of a decision from Step 2.

2. (a) Any unresolved grievance, except matter involving appointment, promotion or assignment; matter within the exclusive province of the State Civil Service Commission may be appealed to arbitration within thirty (30) working days after the receipt of the Step 2 decision.

(b) Nothing in the Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the State Civil Service Commission. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) Where the grievance involved an alleged violation of individual rights specified in State Civil Service Commission Law and Rules for which a specific appeal to the State Civil Service Commission is available, the individual may present his/her complaint to the State

Civil Service Commission directly. The grievant may pursue the State Civil Service Commission Procedure or the Grievance Procedure herein provided. Once the grievant makes the selection of procedure, such selection shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time.

3. Should the Union move a grievance to arbitration, the Union shall notify the Public Employment Relations Commission of same and request a list of arbitrators to be furnished to the Employer and the Union. Selection of an arbitrator shall conform to the procedures of the Public Employment Relations Commission, respectively. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

4. The arbitrator shall hear the matter of the evidence and within the meaning of this Agreement and make a decision which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.

5. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

6. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

7. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority.

8. The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants to the extent permitted by and in accordance with the applicable law and this Agreement. Disciplinary disputes, save for negotiated exceptions contained in Section I of this Agreement, shall be subject to the Grievance Procedure herein set forth.

9. Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey Statutes.

E. There shall be no loss of pay for employee for time spent either as a grievant, witness, one (1) Union representative, Union recorder, or Union observer in any Step of the Grievance Procedure. An individual Union observer is limited to observe each step of the Grievance Procedure one time only.

F. Employee grievances shall be presented on prepared forms. The Grievance Procedure, as

defined herein, shall be strictly adhered to.

G. Grievance resolutions or decisions at Step I through Step 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, to the prior conduct of the party.

H. One (1) Union member, designated by the Union, shall be allowed a reasonable amount of time during working hours to investigate each grievance.

ARTICLE XVI

PAST PRACTICE

Unless otherwise provided in this Agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit enjoyed by the majority of the members of the White Collar Unit existing prior to the effective date of this Agreement.

ARTICLE XVII

HOURS OF WORK

1. All employees in the unit shall be assigned to work five (5) consecutive days, Monday through Friday of each week. The hours of work shall be seven and one half hours per day as scheduled in a particular assignment, for those employees working a 37.5 hour workweek. Any other workweek schedule currently in effect shall be incorporated into this article and shall become a negotiated shift of this agreement.
2. Employees shall be entitled to one (1) hour per day for lunch and two (2) 15 minute breaks within each half a day of work.
3. Overtime shall be calculated after seven and one-half (7 1/2) hours worked on a daily basis. Wages for any hours worked after the thirty seven and one-half (37 1/2) normal hours worked during the week will be calculated on one and one-half (1 1/2) times the employee's base hourly rate of pay. Wages for hours worked on Sunday will be at double (2) times the employee's base hourly rate of pay.
4. If an employee works during a holiday, they will be entitled to one and one-half (1 1/2) times their base hourly rate of pay plus one (1) day off.
5. Pending an agreement between Union and the City there is the possibility of the creation of a four (4) day workweek Pilot Program. We will implement a four (4) day week for a one year period on a trial basis. After one year the City in consultation with the CWA will make a determination if we should continue with a four (4) day work week. The four (4) day work policy will have to be worked out.

Overtime Payments / Comp Time

1. Any employee who is required to work overtime shall have the option of accepting compensatory time in lieu of payment. Compensatory time shall be allowed to accrue under the limits established in the FLSA. Such time will be requested off at least one day prior to the employee's Supervisor. Such requests shall not be unreasonably denied.
2. Nothing in this provision will preclude the employee and supervisor from utilizing a time off plan in lieu of payment or compensatory time should the schedule allow.
3. Employees of the Municipal Court who are required to carry a beeper for the purpose of responding to Police Agency requests for warrants shall be entitled to seven (7) hours of overtime pay; at straight pay per week or compensatory time in that amount as they choose. Such employees shall, also, be entitled to thirty (30) minutes pay for each call they receive. thirty (30) minutes pay for each time a Police Officer visits their home and two (2) hours pay if required to report back to the office. This time shall be doubled for any call received after 12:00 midnight up to 1:00 am, on Holidays or on weekends between 1:30pm

Friday and 9:00 a.m. Monday. The period for the beeper to be assigned shall be one (1) week beginning on Friday and ending the following Friday.

Fax Machine -Employees will receive a \$100 stipend per year from the City for agreeing to have a fax in their home for the purpose of after hours business.

XVIII

HOLIDAYS

A. The following holidays will be observed under the current work schedule for employees covered under this agreement.

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
President's Day
One (1) Floating Holiday

B. Holidays which fall on a weekend or day off shall be observed on the day prior or day after the actual day.

C. If a holiday occurs while an employee is on leave with pay the day shall be recorded as a holiday instead of sick or vacation leave.

D. A request to use a floating holiday shall not be unreasonably denied.

ARTICLE XIX

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 is ill, including a person living in the household in a spousal relationship, or other relatives living in the employee's household; and (3) death of any person listed above.

B. 1. An employee will accumulate sick leave on the basis of one (1) day per month of service, or fraction thereof during the first year of employment.

2. Starting with the second year of employment, an employee shall be entitled to fifteen (15) days sick leave each calendar year. Sick leave will be credited in advance at the beginning of the calendar year.

3. Sick leave shall be cumulative.

4. Sick leave may be utilized in one (1) hour increments.

5. A physician's certificate may be required whenever an employee is on sick leave for five (5) or more consecutive working days. Also any absence in excess of 15 days in any one-year will require a doctor's certificate as to the necessity of the absence for each subsequent day sought.

C. All employees who retire or sever employment from the Public Employees Retirement System shall be entitled to receive a lump sum payment for unused accumulated sick leave earned during continuous service since the recent date of hire. Earned sick leave shall be computed according to the average annual compensation received during the last year of his/her employment prior to the effective date of retirement. No lump sum payment shall exceed \$10,000.

1. 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.

D. "Sick Leave" buy back policy for employees hired after April 1, 1994: Employees will be allowed fifteen (15) days of paid sick leave each year of the Agreement. If an employee accumulates seventy-five (75) sick days, which shall be called a bank, the employee \Viii be entitled to "buy back" on an annual basis, at 100%, any sick days the employee has accumulated in excess of seventy-five (75) to a maximum of fifteen (15) days. Minimum of seventy-five must be maintained. When an employee severs employment or retires, he shall be paid 75% of current salary for all sick time accrued. A \$10,000.00 maximum buy back limit shall be set.

E. An employee who works an entire year without using a sick day or an absence other than personal days, vacation, holiday leave, bereavement leave or jury duty shall be provided a \$750 Bond January 31 of the succeeding year.

**ARTICLE XX
VACATION**

A. Full-time employees shall be granted vacation leave as follows.

	Years of Service	Amount of Vacation
	Less than 1 year	1 day per month
Start of	1-3 years	12 days per year
Start of	4-10 years	15 days per year
Start of	11-15 years	20 days per year
Start of	16-20 years	25 days per year
Start of	over 21 years	30 days per year

B. 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/her employment will be continuous throughout the calendar year.

C. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the employer or other office of the same Employer provided there is no break in service of more than one (1) month.

D. Vacation leave shall be cumulative up to ten (10) days per year. However, if vacation leave cannot be scheduled, additional vacation leave may accumulate per year with the permission of the employee's department head.

E. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by twelve (12), multiplied by the months of service completed within the particular year.

F. If a holiday occurs during a vacation leave it shall not be counted as a day of vacation.

G. If an employee is on vacation should death in the family occur in accordance with the provisions of bereavement leave paragraph contained in this contract; then that time may be changed to bereavement leave, as applicable, and his/her vacation leave shall be re-instated.

H. The City shall discontinue its practice of the vacation bonus beginning in 2013.

I. Any unused vacation days can be sold back to the city, annually, at 100% of the employee's pay, up to no more than ten (10) days per year, anytime throughout the year, provided intent to sell back time is made by December 15 of the previous year.

J. There shall be a Personal Day Bank of 6 days for each union member. These must be used within 3 years of ratification of this contract. If a member is unable to take the days due to no longer being employed by the city, they shall be reimbursed for the 6 furlough days they took at the rate of pay in effect when the days were taken. The Union agrees to drop its ULP charge in exchange for this.

ARTICLE XXI

BEREAVEMENT

A. All employees shall be entitled to a maximum of five (5) days leave with pay in the event of death in the immediate family. The immediate family shall be defined as: spouse, child, parent, stepparent, adopted child, stepchild, domestic partner, civil unions, children of domestic partner and children of civil unions or any other relative living in the employee's home at the time of death.

B. Employees shall be entitled to five (5) days leave with pay in the event of death of employees' grandparents, grandchild, mother-in-law, father-in-law, brother, sister, stepbrother, stepsister, son-in-law or daughter-in-law.

C. Employees shall be entitled to one (1) day leave with pay in the event of death of employees' sister-in-law, brother-in-law, aunt or uncle, and niece and nephew.

ARTICLE XXII

LEAVES OF ABSENCE

1. JURY DUTY

A. Should an employee be obligated to serve as a juror, he/she shall receive full pay from the employer for all time spent on jury duty.

B. Any remuneration received by the employee from the court for such service will be deducted from the wages received for the corresponding workdays.

2. LEAVE WITHOUT PAY

A. Upon request, an employee may be granted an unpaid leave of absence for a period not to exceed one (1) year at any one time. Such leave may not be unreasonably denied.

B. Provisional employees may be granted up to sixty (60) days leave without pay.

C. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage for up to twelve (12) months after employer paid coverage ends by preparing the monthly premiums at least thirty (30) days before the coverage month.

3. OTHER LEAVES

A. All other proper and authorized leaves provided for by Federal or State law shall be recognized, and constituted as part of this Agreement.

B. The Employer and Union agree to abide by those sections of the Federal and State Family Leave Act that apply to the City as an Employer and Members of the Union as employees of the City covered by this agreement.

ARTICLE XXIII

LONGEVITY

A. Each employee shall receive longevity pay in accordance with the schedule outlined below. This payment shall be calculated as a percentage of the employee's base salary.

Years of Completed Service	% of Base Salary
5 years	2%
10 years	2.5%
15 years	3%
20 years	4%
24 years	6%

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

C. Any eligible employee who retires during the course of the years will receive longevity pay on a monthly prorated basis.

D. As of the signing of this contract all employees in the bargaining unit will have their longevity rolled into their base salary. They will also receive their next scheduled longevity increase and then their longevity rate will be frozen at that rate. New hires will not be eligible for longevity.

ARTICLE XXIV

WAGES

A. All current salary scales will be increased by:

There will be no increase for the years 2009 and 2010.

Effective January 1, 2011 and retroactive to said date, all employees represented by the bargaining unit shall receive increases to their base salaries of 3.0 % over their 2008 salary.

Effective January 1, 2012 and retroactive to said date, all employees represented by the bargaining unit shall receive increases to their base salaries of 3.0% over their 2011 salary.

Effective January 1, 2013 and retroactive to said date, all employees represented by the bargaining unit shall receive increases to their base salaries of 3.0% over their 2012 salary.

Effective January 1, 2014 all employees represented by the bargaining unit shall receive increases to their base salaries of 2.0% over their 2013 salary.

Appendix A: Title/Salary step system chart

As presented in the attached Salary Guide / Ordinance

There shall be a step increase of \$500.00 in the salary grade for each promotional title created

B. The reference to years in this Article reflects years of employment meaning 1st year is equivalent to the first year in the job title, 2nd year is equivalent to the second year in the job title, 3rd year is equivalent to the third year in the job title, and 4th year is equivalent to the fourth year in the job title.

C. As we receive an annual salary, said salary will be divided by 53 when there are 53 Wednesdays in the year.

ARTICLE XXV

PENSION PLAN

Pension and retirement benefits shall be provided to employees covered by this Agreement. The City will continue providing pension benefits according to its current contributions to the New Jersey Public Employees Retirement System.

ARTICLE XXVI

LIFE INSURANCE

Life Insurance will be provided by the City to the employee under the provisions of the New Jersey Public Employee Group Life Insurance Plan.

ARTICLE XXVII

HEALTH BENEFITS

A. Health Insurance

1. The employer will provide a benefit program equal or better than the plan in existence at the time this agreement takes effect.

2. Employees eligible dependents that are enrolled in the above insurance program will be covered and the premiums will be paid by the Employer.

3. Employees who have HMO plans pay the excess charges under the New Jersey Benefits Plan. Retirees under this arrangement will have these excess charges automatically deducted by the State.

B. Retirees Health Insurance

1. Employees, and their eligible dependents, who retire after twenty-five years (25) of continuous service with the City or retire on a disability pension will receive 100% Employer paid Medical/Hospitalization, Dental and Optical Insurance.

2. Employees who retire after twenty-five (25) years of continuous service with the City or retire on a disability pension will receive Prescription Insurance at a 100% Employer paid insurance plan.

C. Dental Coverage

The City agrees to continue to provide Dental coverage to employees and their dependents equal or better than the current plan for the term of this agreement. As specified in the prior agreement.

D. Optical

The City agrees to continue providing a vision plan for the employees in the Bargaining Unit according to the following schedule of serviced and benefits:

BENEFIT AVAILABLE	EMPLOYEE, SPOUSE, AND CHILD*	FREQUENCY OF BENEFIT REIMBURSEMENT
Professional Fees:		
Vision Exam	Once every 24 months**	\$50.00

Lenses:		(Pair)
Single Vision	Once every 24 months* *	\$48.00
Bifocal	Once every 24 months**	\$72.00
Trifocal	Once every 24 months**	\$92.00
Lenticular	Once every 24 months**	\$240.00
Frame	Once every 24 months**	\$.40.00

Contact Lenses (in lieu of clear lenses and frame):

Medical	Once every 24 months**	\$400.00***
Elective (non medical)	Once every 24 months**	\$150.00***

*Child: Any unmarried dependent child who has not attained his/her 19th birthday, or 23rd birthday if attending school full time. No age limit for wholly dependent mentally disabled, developmentally disabled /physically disabled children.

**Exam and lenses are available to the developing child (up to age 19) once every 12 months.

***Includes the allowance for the examination.

F. Prescription

The City will provide prescription coverage to all employees and their dependents for medically determined necessity. There shall be a co-pay of \$10.00 on any brand name drug. There shall be a co-pay of \$5.00 for generic drugs. Any prescription covered under the prior plan will be covered by the City upon submission of proof such coverage existed.

ARTICLE XXIII

RE-EMPLOYMENT AFTER LAY-OFF

The City will follow all pertinent Regulations of the New Jersey Civil Service Commission in layoff procedures and re-employment rights. Should that system no longer exist the City shall implement procedures in conformance to those currently in existence.

ARTICLE XXIX

SUB-CONTRACTING

The Employer agrees that any work normally performed by bargaining unit employees shall not be contracted out as long as the Employer has the necessary equipment, qualified employees are available to do the work, and the Employer has not demonstrated efficiency increases in the delivery of the services.

ARTICLE XXX

SAVINGS CLAUSE

If any of the provisions of this Agreement should be held invalid by operational laws or regulation by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue to full force and effect.

ARTICLE XXXI

FULLY BARGAINED CLAUSE

A. In the event that any provisions of this agreement shall be held by operation of law, through a court or administrative agency of competent and final jurisdiction to invalidate or deem unenforceable any provision of this agreement the remaining provisions shall not be affected thereby but shall be continued in full force and effect.

B. All rights, privileges and working conditions enjoyed by the employees at the present time which are not altered by this agreement shall remain in full force unless modified by written mutual consent.

ARTICLE XXXII

PERSONAL LEAVE

- A. White Collar bargaining unit employees may request up to a maximum of two (2) personal days per year for personal business. Personal days shall not accumulate from year to year. Request for use of a personal day shall not be unreasonably denied.
- B. A request for a personal day must be made twenty-four (24) hours in advance, except in the case of an emergency. Emergency days may be granted for an unforeseen occurrence which the employee had not prior knowledge.
- C. Business means an activity that requires the employee's presence during the workday and is of such a nature that it cannot be attended to a time outside the workday.

ARTICLE XXXIII

TEMPORARY ASSIGNMENT

A. The City shall make temporary appointments within the rules and regulations of the New Jersey Civil Service Commission. Should that system no longer exist the City shall implement procedures in conformance with those currently in existence.

B. Employees who as of this date have been assigned to and paid a differential for acting in a higher capacity as CFO and Court Administrator shall maintain that benefit as currently administered. Any other employee temporarily assigned to any higher job classification by their supervisor, who is qualified for said job title per the New Jersey Department of Personnel job description, and who performs the job duties of said higher job classification, shall receive the higher position rate while working in said classification provided the half-day minimum requirement of working in said classification. In no circumstance will any employee be required to work in any position for a rate of pay less than their regular rate shall be compensated upon the assignment at the minimum rate of pay covering the higher position.

C. The City shall reimburse a member who acts in the position of "Matron" at a differential rate of \$10 per hour over and above the employees normal hourly or overtime rate. The employee shall receive a minimum of four (4) hours at the differential rate per hour when assigned to work as a "Matron".

1. If a member has acted in the position of "Matron" and has been assigned to the position of "Matron" within the initial 4 hour time frame then it shall be considered part of the original 4 hour time frame and the minimum time frame of 4 hours shall not apply.

ARTICLE XXXIV

DURATION OF AGREEMENT

- A. This agreement shall be effective from January 1, 2009 through December 31, 2014 and shall thereafter automatically renew itself until either party shall give at least ninety (90) days written notice prior to the expiration date of its desire to modify this contract. Upon the giving of such notice, the parties shall immediately proceed to negotiate a new contract, the terms shall be retroactive to the expiration date.

- B. This Agreement and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding Agreement which continues beyond the expiration date of this Agreement.

Signed this _____ day of _____, 2013

City of Gloucester City

Communications Workers of America,
AFL-CIO

William P. James, Mayor

Patrick Hunt, CWA Administrator

Jack Lipsett, City Administrator

William Lee, CWA Shop Steward

Don Rice, CWA National Representative

Clarissa Dobson, CWA 1038 Representative

BULLETIN BOARD LOCATIONS

Municipal Building - to be located in Main Foyer

City Hall - to be located in Radio Room

Fire Department - to be located in Radio Room

Water- to be located in Main Office of plant

Highway- to be located in front office of Public Works Building