

AGREEMENT

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

&

LOCAL 210

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Unit-1

January 1, 2010 through December 31, 2012

Changes are in **Bold**

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Preamble

This Agreement dated **November 20, 2009** by and between the City of Vineland Electric Utility, or its successors, together with such Electric Utility properties as may be acquired, hereinafter referred to as the “City” and Local Union 210 of the International Brotherhood of Electrical Workers, affiliated with the 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 in order to provide an adequate and uninterrupted supply of electric service to City customers in the City of Vineland. 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 - Scope

This Agreement shall apply to the bargaining unit of all operating, production and maintenance employees, as listed by job classification in Exhibit “A” attached hereto and made a part hereof. This bargaining unit was certified by the Public Employment Relations Commission (PERC), by a Certification of Representative, Docket No. RO-250 and RO-251, dated May 25, 1971 as follows:

All blue-collar employees employed by the City of Vineland in the Electric Utility Distribution Division, Overhead Lines and Tree Trimming and the Utility Generating System but excluding office clerical, craft and professional employees, policemen, managerial executives, supervisors within the meaning of the Act, and all other employees.

The divisions covered herein shall be known as:

- a. Generation Division
- b. Distribution Division

Article 2 - Embodiment of Agreement

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

Article 4 - Loyalty, Efficiency, No Discrimination

- §1. Employees agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interests; that they will cooperate with the City in promoting and advancing the welfare and prosperity of same at all times.
- §2. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or union affiliation. Both the City and the Union shall bear the responsibility for complying with this provision of this Agreement.
- §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 agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any City representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968 or this Agreement.
- §5. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- §6. All actions for recruitment of new members shall not take place during an employee's working time.

Article 5 - Bargaining and Representation

The City recognizes the right of its employees to bargain collectively through representatives of their own choosing, and recognizes the Union as the exclusive representative of the employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and other conditions of employment herein provided.

Article 6 - Access

Any duly authorized Union representatives designated in writing, after reporting to the office of the Department Head, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his/her visit, specifying the particulars of the items the Union desires to discuss. Except in any emergency, it will be necessary to schedule an appointment. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The City shall not be liable for any time lost by employees during such visits unless the visit involves City and Union matters.

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.
- §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 up 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 Office during the month following the monthly pay period in which deductions were made.

- §3. A payroll deduction shall be made for employees who sign 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 the membership dues, the Union shall furnish to the City one month's written notice prior to the effective date of such change.
- §5. The Union agrees to furnish the City with a copy of its "Demand and Return System" which must be established and maintained by the Union in accordance with the law.
- §6. The Union shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union 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.
- §8. Dues or the representation fee in lieu thereof collected shall be paid to the Financial Secretary of Local Union 210, I.B.E.W.
- §9. The City agrees to cooperate with the Union in the implementation of a "Union Savings Plan". A weekly payroll deduction shall commence for each employee who signs a properly dated authorization card supplied by the Union and approved by the City during the month following the filing of such card with the City. The City will remit such savings plan deductions to the Union or its designated savings plan depository monthly. The Union shall indemnify and save the City harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union or its designated savings plan depository.

Article 8 - Management Rights

- §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 Director of the Electric Utility 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 to employees in electrician or lineworker classifications as it deems appropriate for all construction, maintenance and repair to overhead and underground distribution lines and equipment.

§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 was taken shall be given. In the event of a discharge, or a demotion, or a suspension, for a period greater than five days, then, in such event, the Civil Service appeal procedure shall be followed. Consistent with Civil Service procedures, the Director of the Electric Department or designee shall preside at Department Hearings.

Article 9 - No Strikes or Lockouts

§1. It is recognized that the need for continued and uninterrupted operation of the Electric Utility is of paramount importance to the citizens of the community and that there should be no interference with such operation.

§2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, or sanction strikes, slowdowns,

lockouts, mass resignation, mass absenteeism or other similar action which would involve suspension or interference with normal work performance.

- §3. There shall be no responsibility on the part of the Union, its officers, representatives or affiliates for any strike or other interruptions of work unless specifically provided for in this Agreement.
- §4. The City agrees that it will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.
- §5. The City shall have the right to discipline or discharge any employee encouraging, fomenting, or participating in a strike, slowdown or other such interference.

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 and in the following manner, provided the grievance is presented in writing within five working days of its occurrence or employee's reasonable knowledge thereof:

Step 1: Between the aggrieved employee, with or without his/her Steward, and his/her Immediate Supervisor. If no satisfactory agreement is reached within three working days, the Union may submit a grievance, in writing, to the second step within five working days from the verbal answer from the aforesaid Immediate Supervisor. The grievance submitted to the second step must include several suggested dates/times for the second step meeting so that the meeting can be held within 30 days.

Step 2: Between Union Officials, Immediate Supervisor, Shop Steward and Grievant and Superintendent of the respective division and other City officials. If no satisfactory agreement is reached within five working days, the Union may submit the grievance to the third step, in writing, within five working days from the second step answer. The grievance submitted to the third step must include several suggested dates/times for the third step meeting so that the meeting can be held within 30 days.

Step 3: Between Union Officials, Shop Steward, Grievant and the Director of the Department of Electric Utility and/or designee and other City officials. At this step, an International Representative may be present. 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 the City or Union 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 except in the case of wage and fringe reopener. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by the parties.

The City and the Union specifically agree that grievance matters shall proceed to arbitration only if submitted by the City or Union.

- §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. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right, if the grievance:
- a. involves the existence of alleged violation of any agreement other than the present agreement between the parties;
 - b. would require an arbitrator to rule on, consider or change the appropriate hourly, salary or incentive rate set forth in Exhibit "A", 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 - Seniority and Service

- §1. Seniority shall be determined by length of service in each classification. Seniority, for pay purposes only, is not recognized until the employee has continuously served for more than three months in the classification. This does not apply to temporary assignments.
- §2. Service is defined to mean the accumulated length of continuous service with the Utility, computed from the last day of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one year. Employment may be terminated if any of the following occur:
- a. discharge;
 - b. resignation;
 - c. failure to return promptly upon expiration of authorized leave;
 - d. absence for five consecutive working days without leave or notice;
 - e. engaging in any other employment during a period of leave;
 - f. absence for illness or injury for more than one continuous year; and
 - g. layoff for longer than 12 consecutive months.

Article 12 - Job Bidding

- §1. If the Management determines to fill a permanent vacancy below the level of Supervisor not caused by vacations, illness, leave or similar reason, a written notice of the opening, indicating the position, rate and necessary qualifications shall be posted on the bulletin board for a period not to exceed six working days. Any employee may signify to the Management in writing during that period an interest in being considered for the opening. The Management shall make its selection from the bidders on the basis of its judgment of the qualifications, employment and absentee record, skill and ability of those

bidding, giving preference to the senior bidder, considering the overall effect on operations. The bidder so selected shall fill the vacancy on a temporary basis pending examination for permanent status. Selection will always be made on a basis consistent with State law. Should the successful bidder fail to qualify, or otherwise not be selected in accordance with State law, he/she will return to his/her former job. If no employee has bid, or the Management determines that no bidder had appropriate qualifications, the vacancy may be filled by outside hiring. The job vacated by a successful bidder shall be filled by Management from the work force, provided there is a senior qualified employee available for the job.

- §2. Up to the first three months on the new job shall be considered a trial period. If Management determines that the job is not being satisfactorily performed, the employee shall be returned to his/her former job with full seniority and the position shall be filled from the work force, provided there is a senior qualified employee available for the job, at the discretion of the employer. A successful bidder may not bid again until a minimum of six months will have passed, except for further promotion. Should a vacancy occur, the successful bidder may be considered by Management if qualified and available to be promoted to the existing vacancy.
- §3. If an employee successfully bids a position lower than his/her present position, an evaluation by Management will determine his/her starting rate based on past experience and qualification.
- §4. If during the initial three month period, an employee desires to return to his/her former classification, he/she will be permitted to do so. If, after the expiration of the three month period, an employee desires to return to his/her former classification, he/she will be permitted to do so only after a vacancy occurs in his/her former classification.

Article 13 - Promotions, Demotions

- §1. In filling vacancies by promotion, in accordance with applicable State laws or transfer of an applicant to a higher classification covered by this Agreement, or which may be added to this Agreement, where the following qualifications are adequate, seniority shall govern:
 - a. Ability to do the job as safely as it can be done under the circumstances;
 - b. Knowledge of the job which is being filled;
 - c. Experience in types of work related to the job being filled;
 - d. Ability to instruct employees properly;
 - e. Availability to perform the required work as needed; and
 - f. Ability to advance within a job classification.
- §2. The City shall notify the Union in writing of the selection made. It is agreed that in case an employee is by-passed, he/she shall have the right to submit a grievance through the Union. However, the arbitration provisions of this Agreement shall not apply.
- §3. Normal progression through Operation and Sr. Lineworker (Troubleshooter) shall be by way of the relief position.
- §4. In the event it becomes necessary to reduce in rank an employee from a supervisory position, the employee will return to the bargaining unit with only the seniority he/she had accumulated prior to going into supervision, i.e. he/she does not accumulate any seniority in his/her supervisory position. The employee may not return to the bargaining unit with a higher classification than that of a

Journeyman within the Division from which he/she was promoted. For the purposes of defining Journeyman, the following classifications shall apply:

Distribution: Lineman or Equivalent

Generation: Relief Operator of the Classification which he/she held
Senior Maintenance Repairer

This section is subject to Federal and State regulations.

Article 14 - Transfers

Employees desiring to transfer from one classification to another within the same division will have three months to return to their previous position; employees transferring to another division will be required to remain for one year, except for further promotion.

Employees shall submit such requests in writing to the City and the Union. Should such transfer be practicable, seniority in the new classification shall be awarded on the basis one-half (½) accumulated seniority in the old classification which is not applicable for pay purposes.

Article 15 - Apprenticeship and Training

§1. Line Apprentice Program.

- a. It is mutually understood and agreed that the lineworker helper classification is filled by an employee who is training to become a lineman. He/She shall work with qualified linemen on energized primary circuits and equipment and perform ground work when required. He/She is equivalent to a lineman-apprentice as understood by standard practice.
- b. A Line Apprentice Program is hereby agreed upon. The program is defined in Appendix "A".
- c. Servicemen of on-line pole equipment shall be qualified linemen.
- d. The Line Apprentice Program as attached hereto and defined in Appendix "A" shall be amended to reflect modifications to the 15KV Class I and I Rules (Isolate and Insulate Rules) which relate to two-man crews, which modifications are more fully defined in Appendix "C".

§2. An Electrical-Mechanic Apprenticeship Program (Distribution Division) is hereby agreed upon. The program is defined in Appendix "B".

§3. When the City requires that employees of certain specified classifications enroll in training courses (I.C.S., N.U.S. or similar) selected by the City as a pre-requisite for advancement, the courses will be provided by the City as specified in Lineman Apprentice Program fully described in Appendix "A". The employee shall enroll in the course within one year of his/her appointment. Those classifications are presently Repairer, Instrument Repairer, Electric Meter Repairer, and Electrician Trainee, detailed in Appendix "B"; and Transformer Electromobile Equipment Maintainer Trainee, detailed in Appendix "D".

§4. Any employee wishing to enroll in an I.C.S. or similar course not required by the City as part of its present program or a pre-requisite for advancement will be permitted to obtain the course through the City and pay for it by the payroll deduction plan. There will be no tuition refund of such courses.

§5. During the term of this Agreement, any changes in the Apprenticeship Program will be subject to negotiations between the City and Union.

§6. Employees of the Generation Station performing work functions requiring the licensure by the State of New Jersey Department of Labor for operation of a steam pressure vessel will be allowed reasonable time off to attend designated state licensure training classes. Said employees shall give their supervisor reasonable notice in advance of their desire to attend such classes. Reasonable notice in this instance is considered to be not less than five working days advance notice. Management has the right to deny attendance until adequate manpower is available or scheduling changes can be made. Management has the right to limit attendance to the course during the normal scheduled work day.

The City will pay said authorized employees at their regular rate of pay for the time lost from their regular work for the time to attend said classes. It is the purpose and intent of this provision to authorize designated employees to be released to attend the steam pressure vessel class if said class is scheduled during the employees' regularly scheduled hours of work. It is not the intent of the City to compensate employees for attending class during non-scheduled working hours. Furthermore, employees released from work to attend class shall furnish their Work Station Supervisor with a proof of attendance slip signed by the Steam Pressure Vessel Training Instructor and/or a designated representative of the learning institution documenting the employees' attendance at class. Failure to provide the documentation as required herein shall automatically forfeit the employee's right to payment for the hours released for class attendance during said regularly scheduled work day.

§7. The City agrees to reimburse the cost of tuition for courses preapproved by Management considered relevant to the employee's present position or foreseeable future position. The City feels it is reasonable to limit the reimbursement to tuition and books only. The cost of supplies, traveling, and class time shall be a responsibility of the employee.

Remedial courses required shall in most cases be the responsibility of the employee.

Approved courses shall be subject to reimbursement upon the employee's successful completion of courses with a minimum grade of 2.0 ("C").

When specialized training is requested by the City, the City shall pay all expenses directly related to receiving such training. For example: tuition, meals, traveling expenses, lodging expenses, etc. The employee shall suffer no loss of regular wages as a result of such specialized training.

If out of control of the City and Union because the course is not offered in the evening, the employee will not be held up in the promotional steps but the employee will make every effort to reschedule the course when offered.

Management may approve a course where the employee cannot work until the end of the work day because of course starting time. The employee will then be given an early dismissal time to make it to the course on time.

Article 16 - Probationary Employees

New employees shall remain probationary until after completion of six months of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time at the sole discretion of the City. Discharges during the probationary

period shall only be subject to the last step of the grievance procedure and are inarbitrable. The rate of pay during such probationary employment shall not be less than the minimum rate of pay for the employees' classification in the wage schedule.

Article 17 - Temporary Assignments

§1. Any regular employee temporarily assigned to a classification having a higher wage scale than his/her basic scale shall receive a wage determined as the first step of the temporary assigned classification, except for the upgrading of Fuel Handler (Final Step) or Power Plant Helper (Final Step) to the positions of Repairer, E.U., Instrument Repairer, in which case the second step will apply. No upgrade will be paid for assignments of two hours or less. Over two hours, and up to four hours, four hours of upgrade will be paid. Over four hours, eight hours of upgrade will be paid. This pertains to normal work hours only. In the event that an employee leaves prior to the end of the shift, the employee shall receive upgrade pay only for hours worked.

With regard to overtime, employee will only receive upgrade for hours paid.

§2. Any employee temporarily assigned to a job paying a lower scale of wages than his/her own shall suffer no reduction in said scale of wages, during such temporary assignments.

§3. Temporary upgrading shall go to the qualified senior employee in the crew for a period not to exceed three days, after which the qualified senior employee shall be upgraded. If prior knowledge exists of an absence greater than three days, then upgrading shall go to the qualified senior employee.

§4. Any employee serving in a temporary upgraded capacity of Work Leader or higher classification for a month or more, shall be credited with this time for wage adjustment purposes if he/she becomes permanent in the position. Such time shall not be used for seniority purposes.

§5. Sr. Lineworker (Troubleshooter) will be excluded from the above preference for temporary upgrading to Work Leader positions.

Article 18 - 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. The work day shall be the period of 24 hours starting and ending at midnight. Every effort shall be made by the City to assure the employees of an eight hour work day and a 40 hour work week.

§2.

a. Non-rotating employees shall work five consecutive days, Monday through Friday, starting normally at 8:00 a.m.

b. Shift change for non-rotating employees:

i. In the event that non-rotating employees normally working continuously on the day shift are required to work on a prearranged schedule which includes one or both of the other two shifts, he/she shall be paid the applicable overtime rate for all hours worked outside his/her normal work hours on the first day of the new shift.

ii. This provision shall apply only to the first change of schedule away from his/her normal work week.

iii. For such changes in schedule which involve more than one work week, the provisions applying to shift workers shall prevail.

§3. There shall be no pyramiding of shift and overtime payments.

§4. Days of Rest.

- a. For rotating shift personnel including Sr. Lineworker (Troubleshooter) and Dispatcher Watchmen, the first day of rest will be the first day the employee is scheduled to be off during the week between Saturday midnight and the following Saturday midnight. The second day of rest will be the second day the employee is scheduled to be off during the same period.
- b. For all other employees, Saturday will be considered the first day of rest, and Sunday the second day of rest.
- c. Laborers assigned to a Monday through Friday schedule will recognize Sunday as the second day of rest. Saturday is the first day of rest.

§5. Rotating Shift Employees.

- a. Rotating shift employees shall work five days of the seven day work week according to their schedules.
 - b. Employees working rotating shifts in Generation Station who are temporarily assigned from their regular shift to another shift shall be paid at the rate of time and one-half for the first two days of work in the new shift for which they would normally have been paid at the straight time rate. This premium shall apply only to the first change of schedule and does not apply when returning to the original shift.
- N.B. This paragraph does not apply to Relief Operators regardless of the circumstances. This does not apply to employees taken off their shift for training or taken off their shift for a promotion.
- c. A rotating shift employee who is assigned to another shift on other than a temporary basis will be paid the applicable overtime rate for the first day on the new shift, on which he/she works.
 - d. Rotating shift employees on the night shift who lose one hour of work due to change from standard to daylight saving time shall be given the opportunity to make up that hour by continuing work on maintenance from 8:00 a.m. to 9:00 a.m. on the next Monday at straight time.

§6. Certain employees - fuel handlers, ash handling, janitors, dispatchers, and laborers - may be scheduled for 40 hours per week to meet operation needs. §2 above shall not apply to the aforementioned employees.

Note: It is understood that a laborer doing work as a fuel handler pursuant to Article 17 will be temporarily upgraded to a fuel handler, while doing such work.

§7. Relief employees will be assigned to fill shift vacancies for various reasons. They will be required to work as rotating shift workers or non-rotating workers as required to meet operation needs. §§2 and 5a., b., and c. above shall not apply to the aforementioned employees.

§8. For emergency conditions, the control room operator will serve as a back-up dispatcher with a two-way radio supplied as required until proper dispatchers report.

Article 19 - Stormy Weather

- §1. Construction personnel shall not normally be assigned outdoor work during stormy weather; however, this shall not preclude assignments in any type of weather under emergency or other unusual conditions. During inclement weather, employees normally assigned to outdoor work may be given related inside work assignments.
- §2. Trucks or other vehicles may be loaded or unloaded during stormy weather as usual if such vehicles and the loading area are sheltered. Personnel may unload such materials as may be delivered by truckers or other common carriers for which sheltered unloading is not possible. Employees in vehicles are not considered to be working in stormy weather; under such conditions, employees may be dispatched to their normal work location.
- §3. Meter Readers will not be required to work out-of-doors during heavy rain, snow or sleet or in any severe weather conditions which could be considered as detrimental to the health or safety of the employee. The above shall not affect meter connects or disconnects that are necessary.

Article 20 - Overtime

- §1. Time and one-half shall be paid for all overtime in excess of eight hours on any work day. If an employee works on the first unscheduled day of the work week, the rate shall be one-and-one-half times the regular rate of pay; if an employee works on the second unscheduled day of the work week, the rate shall be at double time. The City shall distribute overtime as equitably as possible and in the best interest of the service requirements of the City. When practicable, overtime shall be held to within classification.
- §2. When an employee works two consecutive eight hour shifts, the applicable overtime rate shall be paid for one of the eight hour shifts. 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.
- §3. If an employee is called back to work within two hours after completion of an eight hour shift, the 16 hour maximum work period shall be computed from the start of the eight hour shift, except that he/she may continue a job in progress up to two additional hours.
- §4. Bridge Time. (See Article 22, §5)
- §5. Each Division shall establish an agreement with the Union over the policy and procedures regarding Overtime Accounting within the Division.
- §6. All employees have an obligation to respond to a reasonable amount of overtime.
- §7. Distribution Division. The City will assign pagers to two Linemen and one Electrician on all holidays along with Christmas Eve and New Year's Eve. The days consist of 12:00 a.m. to midnight on the actual day.

The assigned employee will be required to report to work within 30 minutes of notification. These employees will be compensated at 2½ hours pay at straight time plus any call-in pay.

The pagers will be assigned at the beginning of each year, and the list will rotate each year so the employee is not scheduled for the same holiday as the previous year when the list is prepared. Should it be necessary, it will be the employee's responsibility to find a replacement for his/her day.

Note: This clause will be implemented immediately after the first time there is not a positive response to an overtime call within one hour. This clause will terminate when and if a Senior Lineworker (Troubleshooter) position is filled.

Article 21 - Shift Premium

- §1. An hourly shift premium of \$1.64 shall be paid at straight time for all hours worked to any employee who is regularly scheduled for work on afternoon or night shifts. Where Sunday is a regularly scheduled workday, employees shall be paid a premium for all regularly scheduled Day Shift hours. This premium is for shift workers exclusively.
- §2. For the purpose of applying shift premium, shifts shall be identified as follows:
- a. The AFTERNOON SHIFT shall consist of those hours worked between 3:00 p.m. and 1:00 a.m.
 - b. The NIGHT SHIFT shall consist of those hours worked between 11:00 p.m. and 9:00 a.m.
 - c. The DAY SHIFT shall consist of those hours worked between 7:00 a.m. and 5:00 p.m.

Article 22 - Call-In Pay

- §1. An employee who is called in for work at a time other than his/her regular work period shall be paid the prevailing overtime rate but with a minimum pay of five hours at straight time, provided the assigned work performed is within classification.

Should management reasonably foresee the need for an employee to complete more than the initial call-in assignment, the employee may be required to remain at work until the completion of all assignments, and all such work shall be considered one call-in. If an employee completes assigned tasks and is called back to complete additional tasks within 15 minutes of being released from duty, the employee shall return and complete the additional tasks, which shall be considered the same call-in. If call is after 15 minutes of release, it shall be a new call-in, and proper overtime procedures shall be followed. Management retains the right to regulate repetitive call-ins.

- §2. The minimum pay provision shall apply to prearranged work, unless it continues into the regular work schedule.
- §3. To qualify as prearranged work, notification shall be given prior to the end of the preceding work period. When prearranged or call-in overtime is canceled for a specific job after the end of the preceding work period, five hours pay at straight time rate shall be paid to the employee so canceled. When known in advance of a cancellation, the Utility will contact the employee and cancel the overtime.
- §4. An employee who is on the Electric Utility property and asked to work within one hour prior to starting time or within one hour after quitting time shall be paid time worked at the overtime rate but with a minimum of one hour at straight time. Said time will not accrue toward a meal allowance. For example, $\frac{1}{2}$ hour worked multiplied by $1\frac{1}{2} = \frac{3}{4}$ hour, for which minimum pay would apply. Time worked over 40 minutes would exceed minimum pay, for which the overtime rate would apply.
- §5. Bridge Time. When an employee is called in and works into a period five hours before normal starting time, the time between the end of the overtime assignment and the normal starting time

begins shall be bridged for time only. If the resulting hours equal or exceed 16, the employee shall be afforded eight hours rest without loss of pay.

Article 23 - Meals

GENERATION DIVISION

- §1. a. Overtime continuing beyond normal work period: Employees shall be entitled to a meal after two hours beyond their normal quitting time. Thereafter, they shall be entitled to one meal following each additional four hour period of work.
- b. Overtime starting two or more hours before normal work period and continuing into normal work period: Example: Employee will be entitled to two meals if he/she starts more than two hours before his/her normal schedule and works a minimum of four hours of his/her basic shift. Employee shall be entitled to the next meal at his/her regular meal time, provided no employee shall be delayed beyond six hours in receiving such meals.
- c. Overtime starting within two hours before normal work period and continuing into normal work period: Employee shall be entitled to breakfast except as stated in Article 22, §4.
- d. Employee scheduled to work will only earn meals after completing an eight hour shift on the first and second days of rest. For accounting purposes only, one meal shall be credited for the first eight hours worked on the first and second days of rest.

§2. The cost of meals shall average not more than \$9 per meal.

Meals not eaten shall not be paid for, but all meals earned shall be included in the calculation of the average cost reviewed quarterly. In the event such quarterly review of meal costs discloses that the average meal cost to the City exceeds the above referenced amounts, then a maximum limit of the above referenced amounts for the next quarter shall become effective. All meals shall be approved and scheduled by the Division Superintendent or designee prior to taking such a meal.

§3. Call-In Overtime: Employees shall be entitled to a meal following each four hour period of work. However, employees shall be entitled to the first meal not more than six hours beyond the previous meal eaten before reporting. It is understood that this meal will be provided as soon as practicable after reasonable emergency repairs have been completed.

§4. Pre-arranged overtime: Apply to §1.

§5. Normal day off: Employees scheduled to work on a “normal day off” for hours other than those usually worked on regular working days shall be entitled to meals in accordance with §§ 1, 2 or 3.

§6. Adverse Conditions: Adverse conditions which necessitate emergency overtime of a continuous nature, employees shall be entitled to a meal following each four hour period of work.

§7. The one-half (½) hour lunch period for non-rotating shift workers will normally fall as close to noon as practicable. Under special circumstances, the lunch period may occur between the hours of 11:30 a.m. and 1:30 p.m.

DISTRIBUTION DIVISION ONLY:

§8.

- a. Overtime continuing beyond normal work period: Employees shall be entitled to a meal after two hours beyond their normal quitting time. Thereafter, they shall be entitled to one meal following each additional four hour period of work.
- b. Overtime starting more than one hour before normal work period and continuing into normal work period, employee will be entitled to two meals if he/she works a minimum of four continuous hours. Overtime starting one hour or less before normal work period and continuing into normal work period, the employee will be entitled to no meal.
- c. For purposes of calculating meal allowance time, time will start when employee is contacted for a call-in, providing the employee responds to the call-in.

§9.

- a. Prearranged overtime starting more than one hour before normal work period and continuing into the normal work period, the employee will be entitled to one meal.
- b. Prearranged overtime starting one hour or less before normal work hours and continuing into the normal work period, the employee will be entitled to no meals.
- c. All other prearranged overtime provisions apply to §8.

§10. Call-In Overtime: Employees shall be entitled to a meal following each four hour period of work. However, employees shall be entitled to the first meal not more than six hours beyond the previous meal before reporting. It is understood that this meal will be provided as soon as practicable after reasonable emergency repairs have been completed.

§11. Normal Day Off.

- a. Employees scheduled to work will only earn meals after completing an eight hour shift on the first and second days of rest. (For accounting purposes only, one meal shall be credited for the first eight hours worked on the first and second days of rest).
- b. Employees scheduled to work on a normal day off for hours other than those usually worked on a regular working day shall be entitled to meals in accordance with §§ 8, 9, 10 or 11.

§12. Adverse Conditions: Adverse conditions which necessitate emergency overtime of a continuous nature, employees shall be entitled to a meal following each four hour period of work.

§13. The one-half (½) hour lunch period for non-rotating shiftworkers will normally fall as close to noon as practicable. Under special circumstances, the lunch period may occur between the hours of 11:30 a.m. and 1:30 p.m.

§14. The cost of meals shall average not more than \$9 per meal.

Meals not eaten shall not be paid for, but all meals earned shall be included in the calculation of the average cost reviewed quarterly. In the event such quarterly review of meal costs discloses that the average meal cost to the City exceeds the above referenced amounts, then a maximum limit of the above referenced amounts for the next quarter shall become effective. All meals shall be approved and scheduled by the Division Superintendent or designee prior to taking such a meal.

Article 24 - 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. Employees who work a paid holiday shall be paid in addition to straight time, one and one-half (1½) times their normal rate for working within their normal scheduled hours and two and one-half (2½) times their normal rate for working outside their normal scheduled hours. On Friday day work only, the open 8:00 a.m. to 4:00 p.m. Generation Division shift which falls on a holiday shall be covered by a relief operator.

§3. 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.

§4. Rotating shift workers assigned to work holidays shall receive holiday pay on the official observed day, except that holiday pay for Christmas, New Years and Independence Day shall occur on the actual holiday rather than the observed day. Rotating shift workers shall be considered day workers on their first and second days of rest, if such days are holidays.

§5. 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.

§6. Holiday pay shall apply to provisional employees, pending examination for permanent employment, but shall not apply to temporary, emergency or seasonal employees.

§7. Employees shall receive equal benefits from declared one-half (½) day holidays. If the Mayor declares a holiday in addition to those provided for in this Agreement, employees shall be benefited equally. This does not apply to a declaration of emergency.

§8. Paid holidays that are observed while an employee is on vacation or personal leave shall not be counted as a vacation or personal leave.

Article 25 - 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 consecutive days between 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 Utility upon three days prior written request of the employee submitted to the Department Head. Said request shall be granted at the discretion of the Division Head 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 Division Head 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 Division Head 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 26 - Vacations

§1. All employees shall receive the following annual vacation leave with pay for their continuous service with the City, except as otherwise provided:

- a. 8 hours for each month up to one year of service.
- b. 96 hours after one year and up to six years of service.
- c. 120 hours after six years and up to 13 years of service.
- d. 160 hours after 13 years and up to 19 years of service.
- e. 200 hours after 19 years and up to 27 years of service.
- f. 240 hours after 27 years of service.

§2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the City business, as determined and approved by the Division Superintendent or designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

§3. Any provisional employee pending examination for permanent employment shall receive one working day's vacation for each month of service from his/her date of probationary employment to his/her date of permanent employment, provided, however, that this shall not apply to temporary, seasonal or emergency employees.

§4. An employee's rate of vacation pay shall be based on the employee's regular rate of pay, exclusive of overtime, which was earned when the vacation accrued, except where vacation was delayed at the City's request.

§5. All vacations shall be granted so far as practicable, in accordance with the desires of the employee, but it is not intended that he/she shall lose vacation benefits when he/she cannot be spared from duty.

§6. If an emergency requires the calling into work of an employee from his/her vacation, or he/she voluntarily makes himself/herself available for work during an emergency, his/her unused vacation shall be rescheduled.

- §7. Should a holiday be observed on one of the employee's normal scheduled work days while he/she is on vacation, he/she shall be entitled to an additional day off.
- §8. Vacation pay will be granted to employees resigning from the City, provided they have given at least two weeks notice prior to their resignation. The number of vacation days to be granted will be the proportional number accrued during the year of resignation. If an employee is eligible for vacation pay allowance at time of death, the City will pay an equivalent compensation for any unused vacation to the employee's designated beneficiary.
- §9. Vacation, if scheduled before the last quarter of the year for the month of December is not taken due to illness or injury, a carry-over of up to one week may be taken in the first quarter of the following year.
- §10. The above applies to new employees, except that they may not use these earned days until the completion of 90 days employment with the City. In the event that special extraordinary circumstances exist, the employee may use earned and accrued days prior to the completion of said 90 day employment upon approval of the Division Head or designee. Should an employee be unable to take time off because of the 90 day provision, said eligible time will be allowed to be carried over to the succeeding year.
- §11. An employee who commences employment during the first 15 days of the month shall be credited with having worked a full month for vacation accrual. An employee who commences employment after the fifteenth day of the month shall not be credited with working said month for vacation accrual.
- §12. Advance vacation pay will be paid to employees who have earned and eligible vacation leave and who have been approved for a minimum vacation of two weeks at one time. This will not apply for any employee who is scheduled for vacation for less than a two week period. Request for vacation pay in advance must be made a minimum of six weeks prior to the requested payment.

Employees who receive Direct Deposit shall not be eligible for vacation pay in advance. Employees who do not elect Direct Deposit will follow the procedures as stated above.

Article 27 - Work Leaders

- §1. Working foremen shall be designated as Work Leaders and are expected to perform all unit work as well as supervisory duties. They shall be designated by the Electric Utility management on the basis of qualifications required by management of a Supervisor. Where qualifications are equal, the senior employee shall be given preference.
- §2. Inasmuch as one of the primary functions of the Work Leaders is to maintain and be responsible for production standards, quantitatively and qualitatively, any failure to so perform may result in removal of the individual from this classification.
- §3. While such Work Leaders may join the Union and shall be permitted to do unit work without limitation, any conduct of such Work Leaders inconsistent with the exercise of proper supervisory functions shall result in removal of the individual from this classification.

§4. An Electric Utility crew temporarily operating without a Work Leader for a period in excess of one week, shall be assigned an interim Work Leader to fill the vacancy. The appointment of the interim Work Leader will be made on a full time basis for hours worked at the discretion of management.

Explanation: It is not the intention of this section to pay upgraded wages for hours not worked: i.e., vacation, personal, sick, holiday or other pay for approved leave of absence. It is intended to pay the Work Leader rate for all overtime and/or call-in pay earned during the period of this assignment.

Article 28 - Supervisors

§1. In order to assure orderly understanding of authority of supervisors for job assignments and instructions, the Electric Utility management shall designate by name those persons to such authority in each department and post notices of such designation in each department.

§2. Supervisors shall not perform unit work except in an emergency where qualified manpower is unavailable and for training and instruction.

§3. Unit work is defined as that work performed by employees in Exhibit "A" classifications.

Article 29 - Time to Attend Meetings

Employees and members of the Union's Committee will be allowed reasonable time off to attend meetings with City officials. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. The City will pay these employees at their regular rates for the time lost from their regular work when attending such meetings. It is understood, however, that except for the foregoing, nothing shall be done which will interfere with the regular work of any employee. Any member of the Union negotiating committee who is a scheduled shift worker will be excused from working a scheduled shift on the same day immediately preceding or immediately following the joint negotiating meeting. Vacation days and/or days of rest will be rescheduled if they coincide with City authorized meetings.

Any member of the Union Negotiations Committee who is a scheduled shift worker and who attends a joint negotiating session on a scheduled day of rest will receive equal time off, not to exceed 8 hours, for attendance at the joint negotiating session. Days of rest will be rescheduled by the City (with some input by the employee) for the time spent in the joint negotiating session not to exceed eight hours so as not to interfere with City business. In the event an employee's work is prearranged on a rescheduled day of rest or the employee is called out on a rescheduled rest day, the employee will receive the appropriate overtime rate for all hours worked. The above will be implemented consistent with the rules and regulations of the Fair Labor Standards Act.

Article 30 - Physical Disability

§1. In the event an employee with 20 years or more service becomes unable to perform his/her normal duties because of permanent partial physical disability (whether compensable otherwise or not), the City may provide him/her with such related work as the incapacitated employee can do.

§2. In the event an employee with 25 years or more of service becomes unable to perform his/her normal duties because of permanent partial physical disability, whether compensable or not under the Worker's Compensation Act, the City will provide him/her with such related work as the incapacitated employee is capable of performing. The determination as to whether a disabled employee is capable of performing said related work is to be made by the City's designated or

accepted physician. If the assignment is to a lower grade job, he/she shall receive at the time of such assignment a special rate equal to not less than 75% of his/her rate at the time the disability started. The special job rate shall be effective until the rate for his/her new classification reaches his/her special rate, after which he/she will advance with the classification.

- §3. In the event an employee is unable to perform his/her normal duties due to his/her temporary partial disability from a non-work related injury, the City based upon a determination by the City designated or accepted physician, may provide him/her with such related work or assignment as the incapacitated employee can perform.

Article 31 - Injury on the Job/Injury Leave

- §1. Any employee who sustains an injury while on the job will be compensated for time lost in having the injury attended to in an amount not exceeding two hours if such injury requires professional medical attention. If, in the opinion of the attending physician, the employee should not return to work for the balance of that shift, the employee is to draw pay not to exceed the balance of work time remaining on that shift at the employee's regular straight time rate for the day on which the injury occurred.
- §2. If an employee is incapacitated and unable to work because of any injury sustained in the performance of his/her utility work, as evidenced by certificate of a City designated physician or other 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 or accepted physician, but not longer than a period of which worker's compensation temporary disability payments are allowed.
- §3. If at the end of such period, the employee is unable to return to duty, a certificate from the City designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he/she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.
- §4. During the period in which the full salary or wages of any employee on disability leave is paid by the City, any worker's 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.
- §5. Whenever the City designated or accepted physician shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.
- §6. Any employee on injury leave, resulting from injury while on duty, shall continue to accrue sick leave credits while he/she remains on the payroll.
- §7. Employees may not be gainfully employed during the period of injury leave.
- §8. An employee shall have the duty to advise the City when the designated City physician has determined that he/she is available for "other light duties".

Article 32 - Layoffs

- §1. When a layoff because of lack of work 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, giving recognition to all seniority provisions.
- §2. Any agreement regarding the sale, lease, transfer, takeover, assignment or corporate reorganization that results in the loss of employment of employees 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 33 - Layoff Procedure Guide

In the event it becomes necessary to reduce the workforce in any department because of lack of work, the City agrees to follow all New Jersey Department of Personnel regulations. The City shall notify and meet with the Union Business Manager at least 45 days before any layoff action occurs.

Article 34 - Military Leave

- §1. Any regular and permanent employee who is called into active duty or who volunteers for service in the Armed Forces of the United States in the time of war or emergency, as declared by the Congress of the United States, shall be given a leave of absence for and will accumulate seniority during the length of his/her military service. Upon the termination of such service, he/she will be re-employed at rate of pay prevailing for work to which he/she is assigned at the time of his/her re-employment, provided, however, that he/she has not been dishonorably discharged, that there is comparable work available; subject to medical examination at the City's expense, he/she is physically, mentally and emotionally able to perform such work; and he/she makes written application for reinstatement within 90 days after discharge.
- §2. Any employee required to be absent from work to attend military duty shall not have his/her compensation offset by military wages earned while absent, in accordance with current Civil Service rules and regulations.
- §3. Any voluntary extension of military service above basic requirements shall cause loss of seniority and job rights of the employee.
- §4. In order to effect reinstatement, it may be necessary to reassign, transfer or lay off other employees.
- §5. Military Leave is provided to employees in accordance with current Civil Service rules and regulations, and the above are a general outline of those benefits provided that commonly affect employees.

Article 35 - Leave Without Pay

- §1. Any employee desiring leave without pay for personal reasons up to a maximum period of six months shall make a request in writing to the Department Head not less than two weeks in advance of the date for which such leave is desired, except in the event of an emergency, setting forth the reasons for the leave and the time requested. Leave may be granted or denied at the discretion of the City. Not more than two employees of the Department may be on such leave at any one time. 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 leave, shall be considered a reason for summary discharge. Leave shall be granted or denied in writing.

§2. Family Leave Act

The laws of the State of New Jersey and the federal government with respect to the Family and Medical Leave Act of 1993 shall be applicable and adhered to together with any amendments thereto.

Article 36 - Leave of Absence - Union

The City will consider a written request for the necessary and reasonable time off, up to a maximum of six 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 37 - Jury Duty

An employee who loses time from his/her job 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 for eight hours 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 38 - Safety

- §1. During the term of this Agreement, a Safety Committee composed of representatives from management and labor shall meet at least once every month.
- §2. Federal, State and Municipal laws and safety rules must be strictly adhered to by the employees and the City. Whenever changes in safety rules are to be established, they shall be discussed and agreed to with the Union.
- §3. Failure by employees to abide by safety regulations will result in disciplinary action.
- §4. No safety rule shall be promulgated except through this joint committee unless contravened by State or Federal Statute or regulation.

Article 39 - Transportation

- §1. Employees working out of headquarters at various points on the Utility's system shall be transported to and from work on City time.
- §2. An employee requested to use his/her personal transportation shall be paid mileage at the prevailing rate set by the City.

Article 40 - Gloves, Tools, Equipment, Safety Shoes and Glasses

- §1. The City will furnish working gloves to such employees as regularly need them in the course of their work for the protection of their hands. The City shall supply tools and equipment necessary to perform work in which the employees are assigned. The employees receiving them shall be held responsible for their return in good condition, fair wear and tear and reasonable loss expected. The City will provide suitable space for storing tools and equipment furnished to employees. The City agrees to supply such necessary tools where employees are now using personal tools for City work.
- §2. The City shall supply employees with prescription or non-prescription safety glasses as required. They shall be worn in accordance with safety manual stipulations and will not replace goggles where required. Employees wearing prescription glasses shall verify that their prescription lenses are of the safety type. Details of the prescription safety glass program are available. Safety glasses shall be provided as the prescription reads for lenses only.
- §3. The City will provide all uniforms for both the Generation and Distribution Divisions as required. The City will provide for maintenance of the uniforms provided to each employee.

All Generating Station Employees, all Electrician titles, Linemen, Helpers, Laborers, Tree Trimmers, Auto Mechanic titles and/or other classifications determined by management will be provided with PEOSHA Flame Retardant Uniforms as long as they are mandated by Federal and/or State Law.

All other employees will be provided with uniforms which will have visible the Utility Logo.

Uniforms may not be worn outside City employment.

- §4. Safety Shoes. The City shall reimburse employees an amount not to exceed:

\$ 95 in 2010

\$100 in 2011

\$100 in 2012

per person upon the submission by the employee of paid receipt for safety shoes meeting **ASTM-F2412 or ASTM-F2413** requirements and specifications as evidenced by the attachment of the OSHA/ASTM approval which shall be attached to the receipt. Employee will receive reimbursement for said safety shoes. The safety shoe must be worn as a condition of employment. Should OSHA mandate dielectric footwear, the annual amounts in this section shall be increased by 20%.

- §5. The City agrees to pay for the application of the Commercial Driver's License in the amount of \$35 dollars. The City also agrees to pay the difference between the Commercial Driver's License and the regular license. This is applicable to only employees that are required by the City to have a Commercial Driver's License.

§6. The City will reimburse the cost for the New Jersey State Pressure Vessel License to each employee who is required to have said license pursuant to the Department of Personnel (Civil Service). It is the employee's obligation to notify management when the application for said license is being filed and provide management with a copy of same.

Article 41 - Assistance in Emergencies

Maintenance employees will assist operators to the extent necessary in an emergency. The definition of an emergency is any situation which must be handled immediately by anyone available and last until such time as personnel who normally do the work can be obtained.

Article 42 - Sick Leave

§1. Service Credit for Sick Leave.

- a. All employees shall be entitled to sick leave with pay as specified hereunder. Sick Leave for purposes herein is defined to 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.
- b. 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. The employee is limited to a maximum of three days in the case of death of the immediate family.

§2. Amount of Sick Leave.

- a. 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 (½) 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 (1¼) working days for each full month of employment.
- b. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

§3. **Reporting of Absence on Sick Leave.** If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor or his/her designated representative shall be notified prior to the employee's starting time, unless extraordinary circumstances prevent the employee from notifying the above-designated person. Failure to so notify his/her supervisor 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.

- a. An employee may be required to submit medical evidence substantiating the illness from a physician acceptable to the City when the employee is absent on sick leave for five or more consecutive days, 12 or more days in any 12 month period or whenever there is reason to believe that the employee is abusing sick leave.
- b. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less only one submission of such proof shall be necessary for a period of six months.
- c. Abuse of sick leave shall be cause for disciplinary action.
- d. 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.
- e. The Appointing Authority may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority. 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.
- f. Sick leave, used for illness or injury, of more than 30 consecutive calendar days, which is verified to the City by a physician, shall not be counted in the accumulation of days off requiring a physician's certificate.
- g. Any employee who engages in gainful employment while on sick leave may be subject to disciplinary action.

§5. 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 43 - Payment for Accrued Sick Leave at Retirement

- §1. At retirement, the City agrees to pay each employee an amount equal to 50% of all accrued sick leave pay up to a maximum amount of \$15,000.
- §2. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (½) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement, provided however, that no such lump sum supplemental compensation payment shall exceed \$15,000.
- §3. Payment shall be made promptly if funds are available, but not 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 44 - Health Benefits

- §1. The City shall provide health insurance to all employees hired prior to January 1, 2000 with the **Horizon Direct Access Design 8 plan (or equivalent plan) or the Horizon Direct Access Design 9 plan (or equivalent plan)**. This coverage shall be fully paid by the City for such employees and their eligible dependents. Such employees may transfer from plan to plan during open enrollment at no additional cost to them. A benefits brochure with detailed plan information is available to employees.

The City shall provide health insurance to all employees hired after January 1, 2000 with the **Design 8 plan (or equivalent plan)**. This coverage shall be fully paid by the City for such employees and their eligible dependents. Such employees may transfer to the **Design 9 plan (or equivalent plan)**

during open enrollment but shall be required to pay the difference between the **Design 8 plan and Design 9 plan premiums.**

Former plans equivalent to Design 8 were the HMO and Patriot V plans. Former plans equivalent to Design 9 were the traditional and Patriot X plans.

§2. The City shall provide generic prescription coverage including insulin syringes for all employees and their eligible family members. The co-pays are as follows:

Name brand, including mail-order: **\$25**

Generic, including mail-order: **\$15**

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.

§3. Employees who retire with at least 25 years of service with the Electric Utility shall receive the same prescription coverage for life as active employees, which may change from time to time, 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.

§4. The City also provides a disability benefit plan, retirement plan and life insurance plan, which benefits are provided for between the City and the Union. A descriptive folder is available to employees.

§5. The City also provides, at no cost to the employees, temporary disability insurance with the same benefits as provided by the State program. No benefits payable hereunder shall be retained by any employee in a weekly amount which, together with the remuneration he/she continues to receive from the City, would exceed his/her regular weekly wages immediately prior to disability.

§6. The City shall provide a basic dental care plan for all employees and their families. The selection of plans are a customary Delta 50/50 Dental Plan, Delta-Flagship Health Systems, Inc., Delta Preferred Provider Option (PPO) or their successors.

§7. 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 the Union Business Manager. Any change in insurance provider that impacts the level of benefits or administrative procedures from those currently in place for active or retired employees will be subject to negotiation.

Article 45 - Bulletin Boards

The Union may install a bulletin board on Utility premises for the posting of notices relating to Union meetings and official business only. Posted notices shall be signed by an elected or appointed official of

the Union. Shop Stewards shall be responsible for all correspondence posted on the Union Bulletin Board. Union Bulletin Boards shall be maintained in a neat and orderly fashion by the Shop Stewards.

Article 46 - Pay Day & Savings Account Deductions

- §1. **The normal pay shall be each Friday. Pay will be distributed at established periods for the various departments. Employees coming in for their pay on their own time will be paid at their regular place of work and from the normal disburser.**
- §2. The City shall provide an opportunity for employees to join a credit union. The City shall also administer a payroll deduction plan for savings accounts. This will be done in accordance with procedures of the Comptroller's Office.

Article 47 - Subcontracting

- §1. Work usually performed by bargaining unit employees will not be subcontracted if it will result in loss of employment to employees.
- §2. It is not the intent of the City to replace employees in the Unit. Should, however, the City have more work than can be handled by unit employees, it shall have the right to subcontract. Furthermore, it shall have this right in the event it lacks equipment or manpower qualified, available and willing to do the job.
- §3. Whenever the City plans to contract out a portion of a work project, the intention shall be made known in writing to the Union designee of the affected division before effecting the contract.

Article 48 - Funeral Leave

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

Article 49 - Wages and Classification

- §1. **Effective first pay for each calendar year of this Agreement, the City shall increase base wages for employees as follows:**
- 2010: 2.75%**
2011: 2.75%
2012: 2.75%
- §2. The specific wages paid to employees shall be the rates and schedules set forth in Exhibit "A" attached hereto and made a part hereof.
- §3. The City will provide a 2% incentive raise above the current wage rate for those employees obtaining a Gold Seal License as required.

Article 50 - Supplements

As of the effective date of this Agreement, all approved written supplements form a part of this Agreement and are subject to all the terms and conditions thereof.

Article 51 - 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, 2010**, and shall remain in effect through **December 31, 2012** and from year to year thereafter, unless 60 days prior to the current expiration date, either of the parties hereto notifies the other party at interest in writing of its desires to amend or terminate the Agreement. Negotiations may be reopened upon 90 days notice provided both parties agree during the term of this contract. The City agrees to pay for the entire cost of the contract.

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

City of Vineland

International Brotherhood of Electrical
Workers, Local 210, Unit-1

By:

By:

Mayor

President

ATTEST:

ATTEST:

Municipal Clerk

Business Manager

Negotiating Committee:

Negotiating Committee:

Appendix "A"
Lineman Apprenticeship Program

1. An apprentice lineman shall, within one year after becoming an apprentice, enroll in an approved training course (N.U.S. or similar) which shall be taken on the employee's own time and without additional compensation. The City agrees to advance the payment of any tuition cost or fee which is charged in order to take the course. The employee agrees and authorizes the City to initiate a weekly payroll deduction from the employee's pay in an amount equal to the tuition cost or fee paid by the City to be deducted on a prorated basis over the length of the course. Upon satisfactory completion of the course or any part thereof by the employee and the submission of satisfactory evidence of successful completion of the course or a particular part to the City, the City agrees to refund to the employee any tuition cost or fee that has been deducted from his/her weekly payroll as provided for above. In the event an employee is removed from the Lineman Apprentice Program by action of the City, the City agrees to refund any sums which had been deducted to the date of removal. If, however, the employee voluntarily terminates his/her participation in the Lineman Apprenticeship Program or discontinues taking the approved training course, the City shall not be required to refund any monies therefor deducted from the employee's pay and any additional tuition cost or fee payable shall be payable by the employee. The contents of such course shall be approved jointly by the City and Union.
2. The Lineman Apprentice Program shall provide for a normal movement from entrance to final step within a period of four years, unless advancement in the program has been delayed by the City or Joint Training Committee who will evaluate each advancement step of an employee. Management reserves the right to make the final determination if any employee is qualified to advance in the program.

In the event an employee receives an unfavorable evaluation and is delayed in his/her advancement step, then in that event, the City agrees to provide the employee with a statement of reasons why his/her evaluation was unfavorable subject to grievance.

Evaluations shall be made every three months of an Apprentice Lineman. These evaluations shall be made by the Joint Training Committee who will consult with Work Leaders and Journeyman Lineman of the crews in which the Apprentice has been working.

3. For the first six months, an apprentice's overtime will be charged to the groundhand overtime list. He/She may be called in as a helper or an apprentice depending on the job or emergency situation.
4. Apprentices shall be rotated as often as practicable in order to offer varied experiences to the individual.
5. Quarterly meetings shall be held between the City and the Union for the purpose of discussing problems that arise in the administration of the apprenticeship program.
6. Apprentices shall not handle or work on hot primary circuits during their first year of apprenticeship.
7. Employees or new hires shall be prequalified before being admitted to the Lineman Apprenticeship Program. After a one-year period, any apprentice who is unqualified to continue in the apprenticeship shall be removed from the program.

8. An employee's line of progression in the line department shall be Groundhand, Apprentice Lineman (Lineworker-Helper), Lineman, and Work Leader.
9. Apprentice time may be extended if any employee has lost time due to prolonged illness or injury. However, seniority as a lineman shall not be lost when said apprentice becomes a lineman and his/her seniority position shall be so adjusted at that time.

Note: Please refer to Appendix "C" for modifications.

Appendix "B"
Distribution Division Electrical Mechanic Apprenticeship Program

A. Lines of Progression

1. The normal line of progression for the Electrical Mechanic Group shall be as follows:
 - a. Electrician Mechanic Helper, E.U.
 - b. Electrician Trainee, E.U.
 - c. Sr. Electrician, E.U.
 - d. Work Leader-Electrical Mechanic
2. The normal line of progression for the Meter Group shall be as follows:
 - a. Electric Meter Worker
 - b. Electric Meter Repairer
 - c. Electric Meter and Relay Mechanic
 - d. Work Leader-Electrical Mechanic

B. Initiation of Apprenticeship Program

The Apprenticeship Program will be initiated at the discretion of Management by Job Posting Procedure. Once an applicant is selected, the candidate will be expected to progress through the apprenticeship program to the journeyman level. There will be no room for stagnation of an apprentice in the program. If an apprentice is unable to progress to the next level of the program, then the apprentice will be removed from the program and returned to his/her former classification.

C. Apprenticeship Training

The apprenticeship training will consist of approved training modules similar to NUS and Tampa Electric programs presently in use and will be supplemented by specific vendor training as determined by Management. The inclusion of additional training modules, or changes in the sequence of the training modules, to enhance the effectiveness of these programs shall be made by mutual agreement between Management and the Union. An Electrician Trainee shall progress to Sr. Electrician by successful completion of a five year program. An Electric Meter Repairer shall progress to Electric Meter and Relay Mechanic by successful completion of a four year program.

D. General Requirements

1. The City shall post job openings for the purpose of selecting qualified candidates and initiating the apprenticeship program.

2. Candidates selected from outside of the Distribution Division may be required to complete remedial training before being admitted into the apprenticeship program.
3. Before being promoted to a higher position, the apprentice shall acquire the skills necessary to meet the requirements of the position. This shall be accomplished by a formal training and evaluation program agreed to by the City and Union.
4. Apprentices will be trained to work in either the Electrician Group or the Meter Group and will be expected to perform work as certified at each level of their training.
5. Once an apprenticeship is initiated, the employee shall be expected to complete the apprenticeship in its entirety and in a timely fashion.
6. There is no provision in the apprenticeship programs for stagnation. If an employee does not desire to continue through completion, or is unable to continue (except in the case of sickness or injury), or is removed from the program due to poor performance, the apprenticeship shall end and the employee shall revert back to his/her previously obtained status.
7. If an employee is removed from an apprenticeship program for reasons other than sickness or injury, the employee's re-entry into the program shall be at the sole discretion of management.
8. There will be two rates established for Sr. Electrician and Work Leader-Electrical Mechanic in the Electrician Group. The higher rate (A) will be paid only to those employees in these titles holding an approved associates degree in Electronics Technology. The lower rate (B) will be paid to employee in these classifications without the approved degree.

E. Specialization

1. The apprenticeship programs shall endeavor to afford employees the opportunity to acquire the necessary skills to successfully perform the duties of the new position. However, it shall be recognized by the City and the Union that additional specialized training may be required to meet operational needs and that the determination of need and content of such training shall be at the discretion of management.
2. Employees who receive such specialized training shall be expected to train other employees as required.

F. Evaluations

1. Quarterly meetings will be held between representatives of Unit No. 1 and the City to evaluate the progress of the apprentice. The apprentice shall receive a progress report detailing his/her progress with a recommendation for advancement to his/her next step or detainment in his/her present step.
2. An employee who is determined to be unqualified shall be removed from the apprenticeship program. The employee shall have the right to grieve such removal. Another candidate shall be selected from the prior posting if removal of candidate is within one year of original posting. Otherwise, the apprenticeship program shall be re-posted.
3. The apprenticeship program may be extended due to illness or injury.

G. Grandfather Clause

Employees presently serving (as of 11/08/96) in the Work Leader and EMRM titles will be grandfathered at their current rate (A) pay level. It is recognized that these five current employees have completed an in-house electronics training course in-lieu of the associates degree requirement. This rate (A) designation will also apply to future promotions to Work Leader classification. This

grandfather clause is not applicable to any other employee in other titles. The two employees in the Electrician Group will have their job titles changed to Sr. Electrician (Rate A).

H. Chart

Exhibit “A” of the contract has been modified as follows:

Electrician Group:	1 Year	1 Year	1 Year	1 Year	1 Year	Final
Work Leader- Electrical Mechanic (A)						X
(B)						X
Senior Electrician (A)						X
(B)						X
Electrician (Trainee)	X	X	X	X	X	
Electric Mechanic Helper					X	X

Meter Group:	1 Year	1 Year	1 Year	1 Year	Final
Work Leader-Electrical Mechanic					X
Electric Meter & Relay Mechanic					X
Electric Meter Repairer	X	X	X	X	
Electric Meter Worker			X	X	X

**Appendix “C”
Modifications to the 15KV Class I and I Rules**

The following modifications to the 15KV Class Gloving Procedures have been agreed upon by the City and Union:

- I. The following jobs can be safely performed by one Journeyman Lineman in the working position and a qualified man on the ground:
 - A. Single-Phase Construction.
 - 1. Installing and/or removing cutouts or lightning arrestors.
 - 2. Replacing pin insulators or re-tying primary conductors.
 - 3. Connecting or disconnecting non-current carrying taps (no load), without the use of a jumper.
 - 4. Transfer single-phase construction.
 - B. Multi-Phase Construction.
 - 1. Refuse blown cutout.
 - 2. Open or close switches, test dead and install line grounds.
- II. All other gloving of 15KV shall require two Linemen in the working position with a third qualified man on the ground. (Note: A Lineman-Apprentice being trained in 15KV Gloving Procedures may be the second man in the working position for instructional purposes only. He/She may work single

phase 15KV in his/her second six months of his/her second year, and multiphase 15KV in his/her third and fourth year.)

- III. All work performed under the I & I Rules on a pole containing two or more energized primary circuits shall be performed by two Journeyman Linemen in the working position with a third qualified man on the ground.
- IV. It is understood that the definition of a “qualified man” shall be a Work Leader, Sr. Lineworker (Troubleshooter), Journeyman Lineman or an Apprentice in his/her last six months of his/her fourth year.
- V. The existing contract schedule and Apprenticeship Program shall be modified as follows:

	1 Year	1 Year	1 Year	1 Year	6 Months	Final
A. Work Leader-Line Dept.					X	X
Sr. Lineworker (Troubleshooter)						X
Lineman						X
Lineman-Helper	X	X	X	X		
Groundhand				X		X

B. The training in each category shall include but not be limited to the following:

- 1. Groundhand: On-the-Job-Training (OJT) pertaining to equipment, materials, rigging, C.P.R. and safety. Groundhands to stay on ground (not to work from aerial device.)
- 2. Lineman-Helper:

First Year: Street lighting, service and secondary work. Experience on aerial trucks, digger truck, setting poles, operating wire puller. All unenergized linework. Experience in pole climbing. Begin approved training course.

Second Year: Qualify for switching, blocking, testing, and grounding lines at each voltage level as apprenticeship training progresses. Begin primary work multiphase 4KV with one Journeyman Lineman in working position at all times and a qualified man on the ground. Second six months of second year. Introduction to I & I Procedures. Begin single phase 7.2KV work, with one Journeyman Lineman in working position at all times and qualified man on ground. Continue approved training courses.

Third Year: Review I. and I. Procedures. Begin work on 15KV multiphase primary, working with Journeyman Lineman in working position at all times and a qualified man on the ground. A third year Apprentice will be an extra man in crew and may not be used as the third man in a three man crew, or the second man in a two-man crew for 15KV I & I work.

Fourth Year: Apprentice will do all aspects of Line work during normal work hours. Fourth year apprentice will have no other restrictions other than to perform live line work under direction of a Journeyman Lineman or Work Leader Lineman. A fourth year apprentice shall be considered as a qualified man for 15KV I & I work during the final six months of the fourth year. The apprentice will be averaged into the Lineman Call-in List and will be utilized as a second man to a Journeyman Lineman on trouble calls or scheduled overtime.

- C. During the apprenticeship training, each Lineman-Helper will be required to maintain a daily log covering climbing and other training experience. This log shall be initialed daily by the crew leader, and reviewed by the General Foreman at each three month evaluation.
- D. Never will the Apprentice to Lineman ratio be more than one to one in a crew for jobs related to live line work.
- E. Any work done by an Apprentice in the Line Department will be at the discretion of the Crew Leader in respect to being capable of doing a particular job.

Appendix "D"

Transformer and Electromobile Equipment Maintainer Apprenticeship Program

1. Employee to start program as Assistant Transformer and Electromobile Equipment Maintainer and progress through this classification to the title of Transformer and Electromobile Equipment Maintainer.
2. An Assistant Transformer and Electromobile Equipment Maintainer shall, within one year after being appointed provisionally to the title, enroll in an approved training course (I.C.S. or similar), which shall be taken on the employee's own time and without additional compensation. The City agrees to advance the payment of any tuition cost or fee which is charged in order to take the course. The employee agrees and authorizes the City to initiate a weekly payroll deduction from the employee's pay in an amount equal to the tuition cost or fee paid by the City, to be deducted on a pro-rated basis over the length of the course. Upon satisfactory completion of the course or any part thereof by the employee, and the submission of satisfactory evidence of successful completion of the course or a particular part to the City, the City agrees to refund to the employee any tuition cost or fee that has been deducted from his/her weekly payroll as provided for above.

In the event an employee is removed from the Transformer and Electromobile Equipment Maintainer Apprenticeship Program by action of the City, the City agrees to refund any sums which have been deducted to the date of removal. If, however, the employee voluntarily terminates his/her participation in the Transformer and Electromobile Equipment Maintainer Apprenticeship Program or discontinues taking the approved training course, the City shall not be required to refund any monies therefor deducted from the employee's pay. Any additional tuition cost or fee payable shall be payable by the employee.

The contents of such course shall be approved jointly by the City and Union.

3. The employee shall progress through the Assistant Transformer and Electromobile Equipment Maintainer classification per the contract. During this time, the employee will be subject to review by the City, and any employee who is not qualified to continue in the program shall be removed from the Assistant Transformer and Electromobile Equipment Maintainer classification. Evaluations of the Assistant Transformer and Electromobile Equipment Maintainer shall be made every three months by the City. This evaluation will be made in consultation with the Transformer and Electromobile Equipment Maintainer in order to secure the necessary information to complete the evaluation.

The salary scale for the Assistant Transformer and Electromobile Equipment Maintainer classification is shown in Exhibit "A".

4. At the completion of the second year of the Assistant Transformer and Electromobile Equipment Maintainer classification, should the employee have met all other requirements, but not have completed his course, he/she will not advance beyond the last step of the Assistant Transformer and Electromobile Equipment Maintainer classification.

If all requirements are met, including completion of said training course, the employee will advance to the first step of the Transformer and Electromobile Equipment Maintainer classification, and will proceed per the I.B.E.W. Contract to the final step of this classification, subject to Civil Service regulations.

LEAD MECHANIC - TRANSFORMER AND ELECTROMOBILE EQUIPMENT MAINTAINER

I. FOREWORD

- A. The Electric Distribution Division presently has two Transformer and Electromobile Equipment Maintainers. The respective areas of responsibilities of these two positions are not totally independent and very often these two mechanics are required to work together to accomplish a specific task.
- B. There is no Work Leader assigned in this group. Also they share general responsibility for inventory control, safeguarding of equipment, and in general housekeeping. In order for these two mechanics to work together in an efficient and effective manner, often there are times one of the mechanics must work in a lead role.

II. RESPONSIBILITIES

- A. The lead mechanic shall be responsible for determining the most appropriate work methods and techniques.
- B. He/She shall be responsible for shop organization.
- C. The lead mechanic shall be responsible and accountable for coordinating shop purchases and inventories in response to general and specific needs. He/She shall ensure adequate and sufficient supplies are on hand for the night shift mechanic's scheduled work.
- D. He/She shall be responsible for maintaining repair records and insuring all vehicles meet Motor Vehicle Division requirements.
- E. The lead mechanic shall be normally assigned to the day shift.
- F. He/She shall be required to work overtime in the event of vital equipment failure.

III. QUALIFICATIONS

- A. Before being considered for lead mechanic, the employee shall have a minimum of two years experience in the position of Transformer and Electromobile Equipment Maintainer or equivalent experience.
- B. The employee shall have demonstrated a desire to lead by example and be willing to help others improve their mechanical technique.

- C. The employee must have demonstrated his/her dedication to the City as evidenced by his/her absentee record, overtime response record, and overall performance record.

IV. IMPLEMENTATION

The assigning of a lead mechanic shall be on a permanent basis. The satisfactory performance of these additional duties shall become a requirement for the continuation of employment in the classification of Transformer and Electromobile Equipment Maintainer.

V. COMPENSATION

The compensation for the assignment of lead mechanic shall be \$.50 per hour of the current top rate for Transformer and Electromobile Equipment Maintainer.

Appendix “E”
Tree Crew

1. Revise the training program to take an entry level Tree Trimmer to the final step of Tree Climber. New personnel must progress through the training to the final step or be removed.
2. Establishment of a new rate schedule:

Work Leader - Tree Crew		6 Months	Final
		X	X
Tree Climber	1 Year	1 Year	Final
	X	X	X
Tree Trimmer	1 Year	1 Year	1 Year
	X	X	X

3. Groundhands are to stay on the ground (they are not to work from aerial device).
4. Training:

First Year - Tools, safety, chipper operation, aerial truck operation, secondary line clearance.

Second Year - Trim primary training under direction of a Tree Climber.

Third Year - Begin tree climbing training.

Fourth and Fifth Year - Perform Tree Climber work.

Example: Tree Climber and Tree Trimmer can trim secondary and 4-KV circuits as a two man crew. There would be no upgrading for standby time. A Tree Trimmer assigned to trim a 13.2-KV circuit with a Tree Climber or a Work Leader as a two-man crew would be subject to upgrade to the first step of Tree Climber. A Tree Trimmer called out to do Tree Climber work would subject to an upgrade for hours paid.

Appendix “F”

Vendor Training Program

This is considered a "Pilot Program".

I. INTRODUCTION

A Pilot Program to test the efficiency of a formal Vendor Training Program for all Operations employees at the Vineland Power Plant is presented below in outline form.

This proposal grew out of a petition by the Union during contract negotiations in 1990-1991. A sub-committee was formed and it was decided that a pilot study program consisting of Firemen II Trainees (a total of three employees) would be trained exhaustively and carefully evaluated.

II. LIST OF ACCEPTABLE VENDOR SCHOOLS

- A. Clever-Brooks, Lebanon, Pennsylvania
- B. Bailey School, Wycliff, Ohio
- C. Westinghouse, (various locations)
- D. General Electric, Schnectady, New York

III. SPECIAL CONDITIONS

With the exception of new employees, all Operations employees will be grandfathered; this means that they will only attend Vendor Training on a voluntary basis and monitoring or evaluation controls established for new employees or trainees will not apply to them (grandfathered employees).

IV. TIMETABLE

Boiler Trainees: Minimum training time @ 480 hours
 Two weeks school
 Balance - On the job training

Helper Trainees: Minimum training time @ 480 hours
 Two weeks school
 Balance - On the job training

Appendix "G"

Repairer, E.U. and Instrument Repairer, E.U. Apprenticeship Program

GENERAL REQUIREMENTS

1. When Management determines the need to fill a position in the repairer category, the City shall post job openings for the purpose of selecting a qualified candidate and initiating the program.
2. The program starts at the classification of Repairer, E.U. and progresses through the classification of Sr. Repairer, E.U. and likewise, Instrument Repairer, E.U. progresses through the classification of Sr. Instrument Repairer, E.U.
3. The Repairer, E.U. and Instrument Repairer, E.U. Apprentice Program shall provide for normal movement from an entrance level step of Repairer or Instrument Repairer to the final step of the Senior classification within a period of not less than four years or more than six years.
4. Candidates selected may be required by management to complete remedial training before being admitted into the program.
5. Once an Apprenticeship is initiated, the Trainee shall be expected to complete the apprenticeship program in its entirety and in a timely fashion (See Paragraph 3).

There is no provision in the apprenticeship program for stagnation. If a Trainee does not desire to continue through to completion, or is unable to continue (except in the case of sickness or injury), or is removed from the program due to poor performance, the apprenticeship shall end and the Trainee shall revert back to his/her previously obtained salary level and title.

6. The training program shall be fully developed by the City and Union prior to initiation of the program. The City shall administer the program but may seek assistance from a third party, e.g. a training consultant.
7. Training programs shall be comprised of individual modules, each pertaining to a specific task or subject. The training modules shall include self study; in service training and evaluation; demonstration of skills and ability and certification.

Once certified, employees shall perform any work assignments appropriate to the certification.

8. If a Trainee is removed from an apprenticeship program for reasons other than sickness or injury, the employee's re-entry into the program shall be at the sole discretion of management.

SPECIALIZATION

1. The apprenticeship program shall endeavor to afford employees the opportunity to acquire the necessary knowledge and skills to successfully perform the duties of the new position. However, it shall be recognized by the City and the Union that additional specialized training may be required to meet operational needs and that the determination of need and content of such training shall be at the discretion of management.
2. Employees who receive such specialized training shall be expected to train other employees as required.

COMPENSATION

1. Each apprentice program shall consist of four levels of progression. The difference in wages between the top rate of the Trainee's existing title to the top rate of the next higher title shall be divided into four equal steps, one for each level of progression.
2. The Trainee shall have his/her rate of pay adjusted upon the successful completion of each training level of progression.
3. The Trainee shall be formally promoted to the next higher title upon the successful completion of the training program. An additional posting would not be required and this Trainee would be provisionally appointed to the higher position subject to Civil Service regulations.
4. A Trainee shall either successfully complete the apprenticeship program in its entirety or be reverted back to the salary level and title held before the apprenticeship program was entered.

EVALUATIONS

1. Meetings will be held between representatives of Unit 1 and management to evaluate the progress of the Trainee. The Trainee shall receive a progress report detailing his/her progress with recommendations for advancement to his/her next step.
2. Any candidate selected into the program, and having already completed some or all of the required training, shall be considered for placement into the level of progression and pay rate associated with such training.
3. Any Trainee who is determined to be unqualified by management shall be removed from the apprenticeship program. The Trainee shall have the right to grieve such removal. Another candidate shall be selected from the prior posting if removal of the unqualified Trainee is within one year of original posting. Otherwise the apprenticeship program shall be re-posted.

SELF-STUDY

1. Self-study may be comprised of text-books, audio-visual tapes, training aides, etc., and be designed to be performed by the Trainee on his/her own time and schedule.
2. Trainees shall be required to pass written and oral tests on the self-study portion of the module before progressing to In-Service Training.

IN-SERVICE TRAINING

1. In-Service Training shall consist of supervised on-the-job training. This can be in the actual working environment or at special training workshops.
2. The in-service training shall be designed to supplement the self-study programs by providing practical hands-on experience.
3. Written evaluations shall be completed by the person conducting the In-Service training.

CERTIFICATION

1. After a Trainee has successfully completed the self-study and in-service training for a particular training module, the Trainee may be required to pass a competency test.
2. When task certification is required, the Trainee shall be required to demonstrate skill in the presence of a managerial representative. Upon successful completion of the competency test, the Trainee shall be formally certified in that particular task or subject and shall be permitted to progress to another training module.

PROBATION

1. Probation shall occur for any of the following reasons:
 - a. If the Trainee's Grade Point Average for all written comprehensive examinations falls below 70% and remains there for one year, the Trainee will be removed from the program.
 - b. If the Trainee fails a performance evaluation, the Trainee will not be permitted to progress until the Trainee repeats the module and can satisfactorily demonstrate the skills and abilities through a performance evaluation.
2. Probation shall be initiated in writing to the Trainee, with a copy to his/her Supervisor, Shop Steward, Division Superintendent, and the I.B.E.W. Business Manager.

REQUIREMENTS FOR COMPLETION OF APPRENTICESHIP

The Trainee is required to satisfactorily complete all training modules and obtain certification for each level of the apprenticeship program prior to advancement to the next level. Once the Trainee completes all four levels of progression, the Trainee will be qualified to be provisionally appointed to the next higher title.

Appendix "H" **Operator/Maintenance Cross Training**

Only available to employees on the property as of January 1, 2000.

1. Employees holding Operator classifications of Relief Control Room Operator, Relief Turbine Operator, Boiler Operator, Auxiliary Operator and Helper and employees holding Maintenance classifications of Repairer, Senior Repairer, Instrument Repairer and Senior Instrument Repairer, Generating Station Technician, Electric Mechanic Helper, E.U., Electrician, E.U., Sr. Electric Mechanic, E.U. and Electrical Metering and Relay Mechanic are to be cross-trained employees.
2. It is the City's intent to schedule all training during normal working hours. The City reserves the right to assign training hours outside of normal working hours with compensation as provided by prevailing Contract language.
3. It is the City's intent to offer cross-training opportunities to all eligible employees within approximately 3 to 5 years. Training opportunities will be offered on the basis of seniority.

When an employee enters the cross-training program, the City will afford him time needed to complete the Mechanics Maintenance Apprenticeship within 6 years or obtain the Blue Seal License within 4 years.

In the unforeseen event that operational issues arise that affect cross-training opportunities, the City agrees to meet and discuss the issue with the Union.

Performance objectives for the Mechanics Maintenance Apprenticeship Program shall remain the same as they presently exist in Appendix "G". Performance objectives for the Blue Seal License shall require the employee to become qualified to operate at the following levels.

Completion of: 1 year of training qualified as an Auxiliary Operator
 2 years of training qualified as a Boiler Operator
 5 years of training qualified as a Turbine Operator
 6 years of training qualified as a Control Room Operator.

Any employee given the opportunity and failing to reach these goals including possession of the Blue Seal in the specified time frame, shall be removed from the cross-training program and forfeit any salary adjustment.

The City has applied for the accelerated Black Seal program. It is currently in the hands of the State's Office of Boiler and Pressure Vessel Compliance. The City will implement the program as soon as State approval is received.

4. Overtime shall not be paid to an operator when a trained, licensed and qualified maintenance worker *WITH PRIOR EXPERIENCE* is available on straight time to work in operations during the regular work schedule of said maintenance worker. Likewise, no overtime shall be paid to a maintenance worker when a trained and qualified operator *WITH PRIOR EXPERIENCE* is available on straight time to perform maintenance.

NOTE: THE INTENT IS NOT TO ASSIGN MAINTENANCE WORKERS TO PERMANENT ROTATING SHIFTS. THE INTENT IS TO UTILIZE THE PERSONNEL ON THE PROPERTY AT THAT TIME.

5. Operator/Maintenance Cross-Trained Rate.

To compensate employees participating in the cross training who have acquired the knowledge, skill and ability to secure an operator license and experience or who have completed the Repairer, E.U. and Instrument Repairer, E.U. Apprenticeship Program they will be entitled to a step increment when assigned to perform work above the maintenance duties as set forth in the New Jersey Department of Civil Service class specification for Boiler Operator for which they have been trained and consistent with the level of training in the Apprenticeship Program in the cross trained category. The step compensation for Operators having successfully completed the requirements at each Apprenticeship Level shall be as follows in lieu of any upgrade pay:

OPERATIONS TO MAINTENANCE:

Level I	\$.40
Level II	\$.40
Level III	\$.40
Level IV	\$.40

These rates shall be cumulative.

Upon successful completion of Level 4 of the Apprenticeship Program, the employee shall receive a salary adjustment of \$.50 per hour to their base wage and will not receive any additional compensation when assigned to work in a cross-trained category.

MAINTENANCE TO OPERATIONS: (Blue Seal Training Program)

The step increment compensation for Maintenance employees having successfully completed the requirement at each Operator Level shall be as follows in lieu of any upgrade pay:

First 100 Operating hours: - 0 -

101 - 500 Operating hours: \$.80

No training compensation after 500 hours and until the employee earns a Black Seal.

501 - 1,500 Operating Hours of training/on duty working hours - \$1.60 per hour.

No additional compensation until the employee earns a Blue Seal. Upon earning a Blue Seal, the employee shall receive a salary adjustment of \$.50 per hour to their base wage and will not receive any additional compensation when assigned to work in a cross-trained category.

NOTE: Employees with the Black Seal and required to work as an Auxiliary Operator or Boiler Operator will be paid a value added compensation of *\$1.60 per hour for said hours as long as they are part of the training program.

*NOTE: Article 17: Temporary Assignments: This Article does not apply to cross-trained employees receiving the Operator/Maintenance Cross-Trained Rate.

*In accordance with the terms and conditions of Appendix "H" *ONLY*, "Operator/Maintenance Cross-Training Program", payment of the cross-trained rate to qualified employees will be in accordance with the following terms:

For up to four hours, four hours of upgrade will be paid. Over four hours, eight hours of upgrade will be paid. This pertains to normal work hours only. In the event that an employee leaves prior to the end of the shift, the employee shall receive upgrade pay only for hours worked.

With regard to overtime, if an employee is functioning in the cross-trained capacity, the cross-trained rate will be applied to his overtime rate.

Appendix "T"
Senior Lineworker (Troubleshooter)

Distribution Operational Procedure Sr. Lineworker (Troubleshooter) Scheduling

SALARY: \$30.50 per hour (1999 Rate)

Although Management reserves the right to determine manpower requirements and scheduling, it is understood that a procedure must be in place in order to ensure goodwill between the parties. If Management determines the need to revise or deviate from this schedule, such changes will be discussed with the Union in advance.

Assuming four Sr. Lineworker (Troubleshooter) positions are created, including one relief position, the following schedule will be established based upon a 28-day rotation. The rotation will occur at 12:01 a.m. every fifth Sunday.

	S	M	T	W	T	F	S
T.S.-1		D	D	D	D	D	
T.S.-2		E	E	E	E	E	
T.S.-3	D	D			D	D	D

Day Shift: 7:00 a.m. to 3:00 p.m.
 Evening Shift: 3:00 p.m. to 11:00 p.m.

A Relief Sr. Lineworker (Troubleshooter) will be assigned to fill shift vacancies and will be assigned to a line crew to fill his work week as required. The relief person's shift can be changed prior to the end of his current shift with no shift change or overtime compensation.

Sr. Lineworkers (Troubleshooters) will be assigned to work their normal shift falling on all holidays unless they are scheduled to be on vacation, their last normal shift before, and their first normal shift after said holiday. In such event of scheduled vacation, the Relief Sr. Lineworker (Troubleshooter) will be assigned to cover this shift when covering for the vacation.

Sr. Lineworkers (Troubleshooters) assigned to TS-1 Shift will be required to respond to trouble call-ins occurring within four hours prior to their scheduled shift. Sr. Lineworkers (Troubleshooters) assigned to TS-2 Shift will be required to respond to call-ins occurring within four hours after their scheduled shift. The Sr. Lineworker (Troubleshooter) scheduled to TS-3 Shift will be required to respond to call-ins occurring within two hours prior and two hours after scheduled shift on Saturday and Sunday.

Trouble calls during the uncovered times on Saturday and Sunday will be handled by an established call-in procedure. The Relief Sr. Lineworker (Troubleshooter) will be included in the Sr. Lineworker (Troubleshooter) call-in category. In the event that additional manpower are required, existing call-in procedures will be followed.

Priority will be given to Lineworkers for temporary assignment as Crew Leader (Article 17 and Article 26) and overtime assignments as Linemen.

Normal progress through Sr. Lineworker (Troubleshooter) will be by way of relief position (Article 13, §3).

A Sr. Lineworker (Troubleshooter) shall be a Journeyman Lineman with at least five years experience in classification and in good health. In addition to normal Lineworker duties, a Sr. Lineworker (Troubleshooter) may be assigned to perform above the various types of work:

1. With rubber gloves, protectors, and sleeves, using approved insulating tools:
 - a. Replacement of lateral, transformer or sectionalizing fuses. Under storm conditions, a second fuse operation of a single phase open-type cutout will require an additional Journeyman.
 - b. Operation of disconnect switches.
 - c. Cutting clear of broken conductors.
 - d. Lifting of hot line tap connectors.

NOTE: A Lineman may be called to assist when this work requires climbing the pole.

2. With rubber gloves, protectors, and sleeves, utilizing an insulated aerial lift device:
 - a. Install and remove de-energized taps from open type switch, cutout, or arrestor.
 - b. Install or remove rubber protective sleeves, blankets, or covers.
 - c. Perform all work listed in 1 above.
3. Relamp street and customer lights in areas where there is not a high speed traffic hazard (posted limit is less than 45 mph).
4. Relamp traffic signal with Vineland Police Department providing traffic control.
5. Enter substation to take operational readings, check and reset relay targets, block/restore recloser cutoff, stand by for breaker operation via SCADA control.
6. Cut service taps, disconnect, or remove meter for fire or other emergency service call.
7. Restore service taps, connect or set meter for service restoration (cut or restore).
8. Clear small limbs from wires.
9. Run new service drop with assistance from Groundhand.

The above list of assignments is descriptive and is not to be construed as restricting Management's right to make additional related job assignments.

A Sr. Lineworker (Troubleshooter), when on shift, will be utilized to respond to outage calls, hit poles, service reconnections, service disconnections, street and traffic light outages or malfunctions, spot checking emergency underground mark-out requests to determine if a mark-out is required, or other Operational Procedures before resorting to the calling out of additional personnel.

HIT POLES: If it is determined that a hit pole needs to be replaced, the Sr. Lineworker (Troubleshooter) will assist with sectionalization and with make ready preparation or service restoration. The Sr. Lineworker (Troubleshooter) may assist or supplement the Line Crew but must remain available for additional service calls.

STORMY WEATHER: Linemen may be assigned to assist Sr. Lineworkers (Troubleshooters) when stormy weather warrants assistance to perform work safely. Management reserves the right to make this assignment.

NOTE: The City does not intend to assign the Sr. Lineworker (Troubleshooter) as a third lineman when a three man crew is required.

Sr. Lineworkers (Troubleshooters) will be required to carry a pager and are required to respond to call-ins between shifts within 30 minutes of being paged. Additional details regarding shifts and overtime assignments will be discussed between the Union and Management.