



**AGREEMENT**

**BETWEEN**

**THE CITY OF VENTNOR CITY  
ATLANTIC COUNTY  
NEW JERSEY**

**and**

**PUBLIC WORKS EMPLOYEES REPRESENTED BY THE  
TEAMSTERS LOCAL UNION NO. 929**

**Affiliated with**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA**

**TERM OF CONTRACT:  
JANUARY 1, 2017 through DECEMBER 31, 2020**

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## PREAMBLE

THIS AGREEMENT, made this       th day of May, 2017, between **THE CITY OF VENTNOR CITY**, Atlantic County, New Jersey (hereinafter referred to as "City"), and **TEAMSTERS LOCAL UNION NO. 929**, a representative of certain employees of the City (hereinafter referred to as "Union"), represents the complete and final understanding on all negotiable issues between the City and the Union.

## ARTICLE 1 - UNION RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive negotiating agent and representative for all blue collar employees employed by the City of Ventnor City, but excluding all other employees including police, firemen, craft workers, managerial executives, confidential employees, professionals and supervisors within the meaning of the Act.

B. The word "employee" shall be defined to include the plural as well as the singular, and to include both genders.

## ARTICLE 2- MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, not inconsistent with the provisions of this Agreement, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
2. To establish employee work rules and regulations of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and task, and to be in sale charge of the quality and quantity of the work required.
3. The right of management to promulgate, maintain and amend and enforce such reasonable employee uniform work rules and regulations as it may from time to time deem best for the purposes of maintaining" order, safety and/or the effective and efficient operation of the department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any appropriate disciplinary action against any employee for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, employee work rules and regulations, practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, will be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under RS. 40A, or any other national, state, county or local laws or regulations.

D. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The City will notify the Union” and the Shop Steward at the time disciplinary action is taken.

E. The City of Ventnor City is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment job applicants and employees may be asked to provide body substance samples (such as a urine/hair sample and/or blood) to determine the illicit or illegal use of drugs and alcohol.

F. The City of Ventnor City may engage an Employee Assistance Program (EAP) that would provide confidential counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee’s responsibility to request or initiate assistance from the EAP prior to reaching a point where his or her judgment, performance or behavior has led to imminent disciplinary action, up to and including the possible termination of employment.

### **ARTICLE 3 - MAINTENANCE OF WORK OPERATIONS**

A. The Union hereby agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support an illegal strike, work stoppage or slow-down.

B. The Union agrees that it will make a reasonable effort to deter its members from participating in any illegal strike, work stoppage or slow-down.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

D. The City agrees that it will not engage in the lockout of any of its employees.

#### **ARTICLE 4 - NON-DISCRIMINATION**

A. The City and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation or any other reason prohibited by law.

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

#### **ARTICLE 5 - EMPLOYEE REPRESENTATION SHOP STEWARD**

A. The employer recognizes the right of the Union to designate Shop Stewards and alternates.

B. The authority of Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues, when authorized by appropriate Local Union action.
3. The transmission of such messages and Information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
  - a. Have been reduced to writing, or
  - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the City's operations.

C. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the City's operations, except as authorized by official action of the Union.

D. The City recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge in the event that the Shop Steward has taken unauthorized strike action, slowdown, or work stoppages in violation of this Agreement.

E. Stewards shall be permitted to investigate, present and process grievances on or off the property of the City, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

F. Shop Stewards shall be entitled to a leave of one (1) day off each calendar year with pay for Shop Steward training and education.

G. The Union must notify the City of the names of Shop Stewards and alternates and accredited representatives of the Union.

H. The Shop Stewards and alternates shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters by obtaining permission from the head of the department. The City will provide a meeting place for such meetings which shall occur at a location other than the employee' designated work station.

#### **ARTICLE 6 - VISITATION**

A. Authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, examining time sheets and any other records pertaining to the computation of compensation or fringe benefits of any member of the bargaining unit, ascertaining that the terms of the Agreement are being correctly implemented provided, however, that prior advanced notification is given to the Commissioner of the Public Works Department or his designee and that there is no interruption of the City's working schedule.

#### **ARTICLE 7 - PERSONNEL FILES**

A. The City shall maintain personnel files or confidential records that shall be maintained under the direction of the City Administrator or the designated representative.

B. Upon prior notice to, and authorization of, the City Administrator or the designated representative, all employees shall have access to their individual personnel file.

C. Employees may inspect the contents of their personnel file under the following conditions:

1. An appointment must be made with the director of personnel or the designee.
2. Nothing may be removed from the personnel file.
3. Nothing may be written by the employee on any papers in the personnel file.
4. The employee, if so requested, may be accompanied by the Union Shop Steward or alternate.
5. The employee may photocopy his/her personnel file and the initial contents therein provided that the employee shall pay the reasonable cost of copying.

D. The City shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to receive, review and sign a copy of the material and comment in writing upon the adverse material, unless the employee expressly waives these rights.

E. The employee shall have the right to respond in writing through the collective bargaining normal grievance procedures to any complaint, negative report, or disciplinary warning entered into his/her individual personnel file. A copy of the final determination of the grievance will be distributed to the Union, the employee and placed in the employee's individual personnel file.

F. Any employee whose job performance or conduct becomes subject to evaluation shall have the right to a conference to review such evaluation. A written evaluation of any employee shall be signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence with the content of the evaluation.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems that may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of an employee expressing a grievance to discuss the matter informally with any appropriate member of the department.



C. Definition of Grievance:

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, concerning the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
2. With respect to employee grievances, no grievance may proceed and shall not be processed beyond Step Three herein below unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union shall institute action in writing under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or the Union reasonably should have knowledge thereof, and an earnest effort shall be made to settle the difference between aggrieved employee(s) and the Immediate Supervisor for the purpose of resolving the matter informally. Failure to act within five (5) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no Agreement can be reached within five (5) working days of the initial discussion with the Immediate Supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the Superintendent or the designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Superintendent or his designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Superintendent, such appeal shall be presented in writing to the Commissioner or the Governing Body's designee within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Commissioner or the designee shall respond, in writing, to the grievance within five (5) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations

of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the City and the Union. Any other expense, including but not limited to the presentation of the witnesses, shall be paid by the parties incurring same.

E. Arbitration:

1. The parties direct the Arbitrator to decide, as to preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
2. The Arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him concerning the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

F. In the event the aggrieved elects to pursue remedies available through Civil Service (the New Jersey Department of Personnel), the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Commissioner or the designee on the grievance. In the event that the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or Union.

G. Upon authorization of the Commissioner, the designated Union representatives shall be permitted as members of the grievance committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees without loss of pay, provided the conduct of said conference does not diminish the effectiveness of Ventnor City or require the recall of off-duty employees. Said authorization shall not be unreasonably withheld.

H. The time limits expressed herein shall be strictly interpreted and applied. If any grievance has not been initiated within the time limits specified herein, then the grievance shall be deemed to have been abandoned. If any grievance is not submitted to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

## ARTICLE 9 - DUES DEDUCTION & AGENCY SHOP

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the City Treasurer during the month following the filing of such card with the City.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of change and shall furnish to the City either new authorizations from its members indicating the authorized deduction for each employee, or any other official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.
- E. A written dues authorization may be withdrawn in accordance with N.J.S.A. 52: 14-15.9e as amended, or as may be amended.
- F. The City agrees to deduct the fair share fee from earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of fair share assessment must also be furnished to the New Jersey Public Employment Relations commission.
- H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activities designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.
- J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, to the City and to all

employees within the bargaining unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment, information as furnished by the Union to the City, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

M. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union and this Agreement has been executed by the City after it had satisfied itself that the Union is a proper majority representative.

#### **ARTICLE 10 - WORKWEEK**

A. The normal workweek shall consist of forty (40) hours, comprised of five (5) days of eight (8) hours each.

B. Each employee shall be guaranteed eight (8) hours work for each day scheduled.

C. The parties agree that they shall discuss changes in the basic work week, the basic work day and/or the starting and quitting times prior to the implementation of such changes, and that the Union shall have the right to submit written recommendations with respect to any such changes.

D. On payday, employees shall receive their paychecks by the end of the morning work shift.

#### **ARTICLE 11 - OVERTIME**

A. The City agrees that overtime shall be given to all employees covered by this Agreement for all hours worked in excess of eight hours in a day or forty hours in a week.

When possible there shall be a minimum notice of two (2) hours when there is to be any overtime.

B. Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay or one and one-half (1-1/2) times the number of overtime hours in compensatory leave.

C. Any employee required by the City to work on Sunday or on a scheduled holiday shall be compensated at two (2) times the employee's regular base rate of pay or two (2) times the number of overtime hours in compensatory leave, provided that it is not a previously scheduled workday.

D. Overtime compensation may be in the form of pay, which will be paid as earned with the current pay period; or, overtime may be banked for later use as compensatory time. Overtime pay will not be banked as "cash" to be paid at some later period. The decision to receive compensatory time in lieu of overtime payment shall be made jointly by the employee and supervisor. A maximum of 240 compensatory time hours may be accumulated by an employee. Compensatory time shall be taken with the Supervisor's approval.

E. When an employee is called to work, he shall be guaranteed a minimum of four (4) hours compensation. However, this shall not apply to work contiguous with the employee's normal workday. Furthermore, this section shall not apply to employees currently employed as "call men" who are specifically compensated for their call-work.

F. When an employee is called in to work pursuant to Section D above, provided there is work to be done, the City may require the employee called in to work for the full four (4) hours.

G. Overtime shall be distributed as equitably as possible, as long as the employee is available and has the ability to perform overtime work. No foremen or supervisors will be called in to do Union work, provided there are Union members available to do such work.

H. Overtime is defined as all time worked beyond the regularly scheduled workweek or workday, The City shall have the right to require reasonable assignment of overtime work. Union employees shall perform such assignment unless there is good cause for refusal thereof. An employee who has good cause for refusal thereof shall not be discriminated against or disciplined. The City shall make every reasonable effort to distribute overtime equitably among employees in occupations in which overtime occurs.

I. When an employee is called into work during an emergency, the City shall pay for a one-half (1/2) hour break after the employee has worked four (4) consecutive hours.

## ARTICLE 12 - SALARIES

- A. Effective January 1, 2017, all employees covered by this collective bargaining agreement shall receive a salary increase of two thousand one hundred dollars (\$2,100).
- B. Effective January 1, 2018, all employees covered by this collective bargaining agreement shall receive a salary increase of two thousand dollars (\$2,000).
- C. Effective January 1, 2019, all employees covered by this collective bargaining agreement shall receive a salary increase of nineteen hundred dollars (\$1,900).
- D. Effective January 1, 2020, all employees covered by this collective bargaining agreement shall receive a salary increase of eighteen hundred dollars (\$1,800).
- E. Employees working out of title shall receive an additional eight (8%) percent of the employee's then current pay rate for all hours worked out of title.
- F. The City agrees that each member of the bargaining unit shall be eligible to hold multiple titles.
- G. All employees that hold and maintain a valid Commercial Drivers License will receive an annual stipend of \$1,000.
- H. All employees hired after January 1, 2009 must attain a Commercial Drivers License (CDL) within six (6) months of their respective date of hire. Failure to attain a CDL within the prescribed time aforementioned will result in termination.
- I. The initial annual starting salary for employees hired after January 1, 2017 shall be \$29,000. Employees below that rate will receive the greater of an increase to \$29,000 or the increase set forth in Paragraph A of this Article.
- J. Any employee covered by this collective bargaining agreement that is currently making an annual salary that is below this starting salary shall receive an increment that will bring him/her up to the starting salary OR the increment stated in A. above. Under no circumstances shall an employee receive both.

## ARTICLE 13 - LONGEVITY

- A. Effective January 1, 2005, each employee covered by this Agreement and hired prior to January 1, 2009 shall receive, in addition to that employee's base salary, a longevity increment as follows:

Completed Years of Continuous  
& Uninterrupted Service

The greater of:

After five (5) yrs. of service	\$750 or their 12/31/2016 amount
After ten (10) yrs. of service	\$1500 or their 12/31/2016 amount
After fifteen (15) yrs. of service	\$3000 or their 12/31/2016 amount
After twenty (20) yrs. of service	\$4500 or their 12/31/2016 amount
After twenty-five (25) yrs. of service	\$6000 or their 12/31/2016 amount

B. Effective January 1, 2009, each employee covered by this Agreement and hired subsequent to January 1, 2009 shall receive, in addition to that employee's base salary, a longevity increment as follows:

<u>Completed Years of Continuous &amp; Uninterrupted Service</u>	<u>Amount</u>
After seven (7) yrs. of service	\$ 650.00
After twelve (12) yrs. of service	\$1,450.00
After fifteen (15) yrs. of service	\$2,450.00
After twenty (20) yrs. of service	\$3,750.00
After twenty-five (25) yrs. of service	\$4,500.00

C. Employees hired after January 1, 2017 will not be entitled to longevity.

**ARTICLE 14 - HOLIDAYS**

A. The official holidays for all employees will be as follows:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day (3rd Monday in February)	Veterans Day
Memorial Day	Good Friday
(Last Monday in May)	Thanksgiving Day
July 4th	Friday after Thanksgiving
Labor Day	Christmas Day

B. If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. In the event that an official holiday is observed during the employee's vacation, he shall be entitled to an additional vacation day. Should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.

D. If an employee is required to work on a holiday, he shall receive double his regular salary for holiday, provided that it is not a previously scheduled workday.

E. All members shall enjoy four (4) personal holidays per year, to be taken at the employee's option, provided that the employee's absence does not interfere with the manpower needs of the department. These personal days shall not be cumulative.

F. Any employee, other than Pump Operators, working on any of the above listed holidays shall be paid double time for all hours worked plus eight (8) hours holiday pay.

G. Effective January 1, 2009, all Pump Operators will receive a maximum of thirteen (13) days at straight time in a lump sum check to be paid the first pay of December for these thirteen (13) holidays. When Pump Operators are scheduled to work on a holiday they must actually work on the holiday in order to get paid. They cannot use a sick day or vacation day.

#### ARTICLE 15 - VACATIONS

A. 1. All permanent employees hired prior to January 1, 2009 shall be granted the following annual leave for vacation purposes, with pay in and for each calendar year, except as otherwise herein provided:

##### YEARS OF SERVICE

##### VACATION DAYS

One (1) yr. to two (2) yrs. of service

One (1) day for each month of service

Two (2) yrs. to four yrs. of service

Twelve (12) working days

Five (5) yrs. to nine (9) yrs. of service

Fifteen (15) working days

Ten (10) yrs. to sixteen (16) yrs. of service

Twenty (20) working days

Seventeen (17) yrs. to twenty (20) yrs. of service

Twenty-two (22) working days

Twenty (20) yrs. or more of service

Twenty-seven (27) working days

Other employees shall receive vacation leave pursuant to Civil Service rules and regulations.



2. All permanent employees hired after January 1, 2009 shall be granted the following annual leave for vacation purposes, with pay in and for each calendar year, except as otherwise herein provided:

**YEARS OF SERVICE**

**VACATION DAYS**

One (1) yr. to two (2) yrs. of service	One (1) day for each month of service
Two (2) yrs. through four (4) yrs. of service	Twelve (12) working days
Five (5) yrs. through nine (9) yrs. of service	Fifteen (15) working days
Ten (10) yrs. through twenty (20) yrs. of service	Twenty (20) working days
Over twenty (20) yrs. of service	Twenty-five (25) working days

Other employees shall receive vacation leave pursuant to Civil Service rules and regulations.

B. All vacation time shall be scheduled as the needs of the City requires, on the basis of seniority. Each and every full-time employee must take the authorized annual vacation and compensation will not be allowed in place of vacation time unless otherwise authorized by the City Commissioner and earned.

C. Any employee who has requested vacation time prior to thirty (30) days of said vacation and has this vacation time approved, may not be bumped by senior members if the approval was received thirty (30) days prior to the commencement of the vacation time.

**ARTICLE 16 - SICK LEAVE**

A. Sick leave is hereby defined to mean absence from the post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family who requires the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or need of the employee's attendance upon a member of the employee's immediate family.

B. Sick leave shall be granted to full, part-time, provisional or permanent employees. With respect to said full-time, provisional or permanent employees sick leave shall be granted as follows:

1. One (1) working day for every month of service during the first calendar year of service, and fifteen (15) working days every continuous calendar year thereafter.

2. Specifically, where employees have left the City's employ and subsequently were re-employed, the date of re-employment is to be used as employee's service date with the City for purposes of crediting sick leave. Other employees shall receive sick leave pursuant to Civil Service rules and regulations.

C. The City Clerk will receive record cards for each employee upon which there will be recorded the total sick leave for each employee. All absences will be maintained upon these cards and all sick leave earned and consumed or used for each completed continuous service year will be recorded on this record and copies supplied to the Finance Chairman and City Treasurer-Comptroller.

D. Annual sick leave may be allowed to accumulate indefinitely to provide for medical conditions that may require an extensive leave of absence. However, there will be entitlement for pay of accumulated sick leave upon termination of employment in the amount of one (1) day for everyone (1) day accumulated with a maximum payment upon retirement in the amount of Sixteen Thousand dollars (\$16,000.00), provided that the retiree has at least twenty (20) years of service.

E. Nothing contained herein shall be considered in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or illness, but these provisions are to be construed and administered in conjunction therewith.

F. Any employee covered by this contract may be entitled to the following sick bonus program:

1. Jan. 1<sup>st</sup> through Mar. 31<sup>st</sup> = 1<sup>st</sup> Quarter (not to exceed two (2) days):  
Zero days \$125.00; one day \$75.00; two days \$50.00.
2. Apr. 1<sup>st</sup> through June 30<sup>th</sup> = 2<sup>nd</sup> Quarter (not to exceed four (4) days):  
Zero days \$200.00; one day \$100.00; two days \$50.00.
3. Jul. 1<sup>st</sup> through Sep. 30<sup>th</sup> = 3<sup>rd</sup> Quarter (not to exceed six (6) days):  
Zero days \$300.00; one day \$150.00; two days \$80.00.
4. Oct. 1<sup>st</sup> through Dec. 31<sup>st</sup> = 4<sup>th</sup> Quarter (not to exceed eight (8) days):  
Zero days \$300.00; one day \$150.00; two days \$80.00.

If an employee uses the maximum or total cumulative number of allowable sick days for the quarter, said employee will not be eligible for any subsequent quarterly sick leave incentive bonus. Any employee that is suspended will not be eligible for a sick leave incentive bonus in that particular quarter during which the suspension occurs. Sick leave incentive bonuses will be paid in the month following the quarter during which it is earned.

## ARTICLE 17 - INJURY LEAVE

- A. Injury leave shall be granted with full pay to employees temporarily disabled through illness or injury arising as a result of and in the course of their respective employment subject to review by a physician of the City's choice. In return, the employee shall surrender any compensation, disability or other payment made to the employee from the City's Workman's Compensation Carrier or other compensation received from any city paid insurance for salary, to the City.
- B. Said injury leave for temporary disability shall be governed by the relevant statutes of the State of New Jersey and more particularly the Workmen's Compensation statute under Chapter 15, Title 34 of the Revised Statutes.
- C. Said injury leave shall extend for the time period set forth in said statutes.
- D. Any employee who is injured while working, whether slight or severe, must immediately report the injury to his immediate supervisor regardless of the severity of the injury.
- E. Any employee covered under the provisions of this Agreement shall, as soon as practicable, but in no event later than five (5) calendar days after a physical injury has occurred, file a workmen's compensation petition, and forward a copy of said petition to the City. Failure to do so shall render this provision for payment of salary void, and said salary cease forthwith.
- F. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.
- G. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.
- H. If the City can prove that an employee has abused privileges under this Article, the employee will be subject to disciplinary action by the City. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the City to the extent provided within this Agreement.

## ARTICLE 18 MATERNITY - LEAVE

- A. Maternity leave without pay may be granted to an employee with a minimum of one (1) years' service.
- B. It shall be the responsibility of any employee on maternity leave to advise the City Clerk of the date of return to work one (1) month prior to returning.

C. Any employee returning from maternity leave will resume employment at the same step as when the leave commenced.

#### **ARTICLE 19 - JURY DUTY**

A. It is the public policy of this City to encourage City employees to perform all of their duties and responsibilities of citizenship and, accordingly, if any municipal employee is legally selected for Jury Duty, every effort shall be made to enable such employee to serve as a Juror.

B. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily Jury fee, subject to the following conditions:

1. The employee must notify his supervisor immediately upon receipt of a summons for Jury Service.
2. The employee has not voluntarily sought Jury Service.
3. No employee is attending Jury Duty during vacation and/or other time off from City employment, and
4. The employee submits adequate proof of time served on the Jury and the amount to be received for such service.

#### **ARTICLE 20 - BEREAVEMENT LEAVE**

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the date of the funeral, but in no event shall said leave exceed three (3) working days, unless the funeral takes place either outside a sixty (60) mile radius or outside a one hundred twenty (120) mile radius of Ventnor, New Jersey in which event the employee will receive either one (1) additional day or two (2) additional days respectively. In case of death in the immediate family of an employee, any reasonable proof required by the Department Head shall be sufficient.

B. The "immediate family" shall include spouse, child, parent, brother, sister, parent-in-law, sister-in-law, brother-in-law, spouse's grandparents, grandparent or relative of the employee who resided with the employee at the time of death, or the death of a relative with whom the employee lives.

C. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

## **ARTICLE 21 - LEAVE OF ABSENCE**

A. A leave of absence without pay will be granted to an employee of the City when such leave of absence without pay benefits the City. The leave of absence shall be thirty (30) days and may be extended for like periods at the sole discretion of the City up to a maximum of one (1) year. Permission for extension must be secured from the City with notice to the Shop Steward.

B. A determination as to whether or not said leave of absence without pay will benefit the City shall be made by the Department Head and the Commissioner in charge after receipt from such individual of an application for said leave, which application shall be made sixty (60) days before the contemplated leave.

C. When a leave of absence without pay is granted to an employee, the employee will be required to pay the cost of said employee's health benefits provided determined at the then current COBRA rate. An employee granted a paid leave of absence will continue to participate in the City Plan as provided for employees covered by this Collective Bargaining Agreement.

## **ARTICLE 22 - EDUCATIONAL LEAVE**

A. The employer may grant the employee educational leave. The purpose of such leave is to permit an employee to pursue special work or training related to his employment that will improve his competence and capacity in his service to the City. Such training must be of direct value to the employer and limited to providing knowledge or skills that cannot be provided through available in-service training. Cost of such training is to be borne by the City. The City will also pay the employee his regular salary during such leave if the training occurs during working hours. The granting of such leave is solely within the discretion of the City.

## **ARTICLE 23 - SENIORITY**

A. Straight seniority shall prevail particularly as to lay-offs and re-employment, promotions, transfers from one department to another within the plant, one job to another, or for assignments for overtime work and shall be conditioned upon the ability of the employee to perform the duties of the job to which seniority privileges may otherwise entitle him.

B. Seniority shall prevail in the assigning of overtime and for any job openings

C. When employees are called in for snow days and as long as there are municipal trucks on the street, there must be a mechanic in the garage.

D. Should it be necessary to lay-off employees because of lack of work or financial difficulties, the City shall resort to strict seniority, which means the last employee hired shall be the first employee laid off, provided that the senior employee has the skill and ability to perform the job and as long as the lay-offs and re-hiring are done by title.

E. The City agrees to give at least forty-five (45) days notice whenever making lay-offs. Written notice to the Shop Steward and affected employees shall be given whenever possible. All employees laid off shall receive two (2) weeks severance pay.

F. All employees of the City shall be credited with seniority from date of employment within the bargaining unit, which shall be called employment seniority. If the employee comes from a different city department or agency that is not a part of this Collective Bargaining Unit, their prior city service shall not be counted for any contractual or seniority benefit privilege.

G. The City, when recalling laid-off employees, shall notify the Shop Steward and the employees in writing. Notice to the employees shall be personally delivered or mailed to the employees last known address by certified mail with return receipt requested, and the employee shall have five (5) working days from the date of receipt of such notice to respond to such recall notice.

H. The Shop Steward shall have super seniority over all Union members and will be the last member of the Collective Bargaining Unit to be laid off.

#### **ARTICLE 24 - MEDICAL BENEFITS**

A. The City agrees to continue to provide health insurance coverage for all employees and the dependents of those employees currently covered by this agreement. However the employees shall be responsible for the payment of 1.5% of the salary or the amount dictated by the chapter 78 law, whichever is higher. The term base salary shall mean the salary on which an employee's pension contribution or equivalent defined contribution retirement program salary is based. However for employees hired after July 2007 for whom pensionable salary is limited to the salary on which social security contributions are based on the employees' total pension plus defined contribution retirement program eligible based salary would be used.

B. Any new employee hired after the start of this Agreement shall receive the same health insurance coverage as those already covered during the term of this Agreement.

C. Benefit Waiver Stipend – The City agrees to pay a health benefit waiver stipend of twenty-five (25%) of the amount saved by the City because of the waiver of coverage or Five Thousand Dollars (\$5,000.00), whichever is less, if an employee covered by this Agreement agrees to waive participation in the City's health benefit plan, provided said employee agrees to be excluded for the entire calendar year and can provide proof of credible coverage. Employees waving participation shall receive payment in twelve (12) equal installments to be paid at the end of each month. Employees and their covered dependents may re-enter the City's health benefits plan at any time with no penalty if the employee experiences a life changing event such as the spouse's coverage eliminated involuntarily.

D. It is agreed that the City has the right to change the carrier(s) of its insurances. It is further agreed that if a change in carriers or plans is made, the coverage and benefits to the

employees shall be at least equal to those that existed under the previous plan and/or carrier being replaced.

E. The City agrees to provide a deductible prescription card system for each employee and his/her dependents, effective January 1, 2009, as per the following schedule:

Generic Source	\$7.00 per prescription
Multi-Brand Name Source	\$12.00 per prescription
Single Source	\$7.00 per prescription

F. The City agrees to provide optical services either as set forth in Appendix B attached hereto, or as set forth in the following schedule, or by reimbursement or doctor participation, for each employee and his/her dependent(s) as follows:

One examination, set of lenses, frames, every 12 months to the following extent:

Eye Examination and Refraction	\$ 35.00
Lenses (per pair, glass or plastic):	
Single Vision	\$ 20.00
Bifocal	\$ 30.00
Trifocal	\$ 40.00
Contacts (cosmetic)	\$ 50.00
Contacts (medical)	\$200.00
Frames	\$ 25.00

Eliminate covered benefit for refractive eye surgery (i.e. Lasix/Keratotomy).

G. The City agrees to provide a minimum Dental Plan, either by reimbursement or mandatory use of participating dentists if such dentist-participation plan exists, for each employee and his/her dependents. Effective January 1, 1989, such Dental Plan was upgraded to include orthodontic coverage for adults and children. Such orthodontic coverage shall be a 50% co-pay program with a lifetime maximum of \$1,500.00 per member of the family.

H. Effective upon the ratification of this agreement, the City will cease making employees whole resulting from the change in insurance carriers to the State Health Benefits Plan.

#### **ARTICLE 25 - CLOTHING**

A. The City agrees to provide One Hundred Fifty dollars (\$150.00) to every full time employee member of the Collective Bargaining Unit toward the purchase of a pair of safety shoes by May 1<sup>st</sup> of each year by separate check. Effective January 1, 2018, this allowance will increase to \$200.

B. In the event that a new employee does not remain as an employee with the City of Ventnor for twelve (12) months subsequent to their initial hiring date, the cost of safety equipment provided as stipulated above shall be deducted from his/her final paycheck.

#### **ARTICLE 26 - EQUIPMENT SAFETY**

A. In the event that an employee has a good faith reason to believe that a piece of equipment is unsafe to operate, said employee shall immediately have the equipment so identified inspected by the mechanic on duty.

B. If the mechanic on duty determines that the equipment is safe to operate and the employee is not satisfied with that determination, the employee may immediately appeal to the mechanic's superintendent or his designee, who shall personally inspect the equipment in question.

C. If the superintendent or his designee determines that the equipment is safe and the employee is still dissatisfied, the employee may immediately appeal the decision to the Business Administrator, whose decision shall be final and binding.

D. The employee shall not be required to operate the equipment in question during the inspection and appeals, but the parties agree that the inspection and appeals process shall proceed as quickly as possible.

E. When a review is conducted concerning an accident that involves any employee covered by this Agreement, the employee in question shall be present and have the option to have the Shop Steward present at any Safety Committee hearing.

F. In lieu of the city supplying the employee with awarded uniforms, the City of Ventnor has agreed to a \$500.00 clothing allowance, which will be given in \$125.00 increments quarterly. The payments will begin with the first pay period in January. The additional payments will be made in the first pay period in April, July and October. The employees covered under this contract have agreed to a personal appearance policy, attached to the contract. The City shall supply the employees with one (1) Snap n Wear 677T and 626T lime yellow 3 in 1 jacket system with ANSI III reflective markings and six (6) safety lime yellow t-shirts with pockets. Any member deviating from this section shall be subject to disciplinary actions under the terms of this contract.

#### **ARTICLE 27 - EQUIPMENT**

A. When possible, the City agrees that new or updated equipment shall have power steering.



### **ARTICLE 28 - SEPARATION**

- A. Employees who resign will tender their resignation in writing to the City Clerk, if possible, at least two (2) weeks prior to the effective date of the resignation in order to provide sufficient time for appointing and instructing a successor.
- B. All employees will, upon leaving the service of the City, complete and sign a "termination receipt" when receiving their final compensation. This receipt will be filed in the employee's personnel file as evidence of the satisfaction of all claims against the City,

### **ARTICLE 29 - BULLETIN BOARDS**

- A. All job openings will be posted by the Superintendent on the Union bulletin board, located in the City Yard lunchroom. A copy shall be placed in the Union mailbox in City Hall. This posting will also apply to all applications and/or opportunities for promotions or transfers.

### **ARTICLE 30 - NON-BARGAINING UNIT EMPLOYEES**

- A. Non-bargaining unit employees shall not perform any bargaining unit work except in cases of instruction, absenteeism or emergency.

### **ARTICLE 31 - HIRING ADDITIONAL EMPLOYEES**

- A. The City shall notify the Shop Steward when any new employees are to be hired to fill positions during the term of this Agreement.
- B. The Union shall have the right to send applicants to make application(s) for the position. The City agrees to interview such applicants as acceptable and give the same interview consideration to Union-sent applicants as is given to applicants from other sources.
- C. This provision shall not be deemed to require the City to hire Union applicants or to preclude the City from hiring employees from other sources.

### **ARTICLE 32 - PROBATIONARY PERIOD**

- A. All employees, prior to becoming a permanent employee with the City, shall serve a probationary period of ninety (90) calendar days. During the probationary period the employee may be discharged without recourse, provided that the City may not discharge nor discipline for the purpose of evading this Agreement or discriminating against Union members.

B. In case of discharge within the probationary period, the City shall notify the Union in writing.

C. Probationary employees shall not be eligible for or receive any medical, dental, or other benefits within this ninety (90) day probationary period.

### **ARTICLE 33 - SEPARABILITY AND SAVINGS CLAUSE**

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in any event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any that may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions or the remainder of any clause, sentence or paragraph in which offending language may appear.

### **ARTICLE 34 - JOB OPENINGS**

A. When a job opening exists within the departments affected by this Agreement, first opportunities for this position will be afforded to City employees. Employees must meet all requirements for said openings.

B. Employees that are chosen for said position will have a two (2) week trial period. Employees that wish to return to their previous position must submit a request to do so, in writing, to their immediate supervisor within the trial period.

C. Provisional employees awaiting Civil Service permanent classification will receive a \$1,500.00 increase at the completion of a six-month provisional period. Should the employee fail to file, fail to meet job requirements or not be chosen from a certified Civil Service (New Jersey Department of Personnel) list, this \$1,500.00 increase in salary will be forfeited from that point forward.

D. Any employee that is promoted to Foreman shall receive a \$2,000.00 salary increase.

### **ARTICLE 35 - SUPPLEMENTAL INCOME PLAN CONTRIBUTION**

A. A contribution of thirty cents (\$0.30) per hour will be remitted to the Teamsters Local No. 929 Supplemental Income Plan, an annuity retirement plan administered by Teamsters Local Union No, 929, for all employees covered by this collective bargaining agreement.

**ARTICLE 36 - SEASONAL BEACH CREW**

A. Uniforms consisting of an orange T-shirt as supplied to the others members of the Bargaining Unit will also be provided to the Beach Crew.

**ARTICLE 37 - FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE 38 - DURATION OF AGREEMENT**

A. This Agreement shall be in full force and effect as of January 1, 2017, and shall remain in effect through and including December 31, 2020, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150), nor no later than one hundred twenty (120) days prior to the expiration of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Ventnor City, New Jersey, on this      day of                      , 2017.

**VENTNOR CITY**

**TEAMSTERS LOCAL UNION NO. 929**

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## APPENDIX A - MEDICAL BENEFITS

Co-pay \$15.00.

Physician office visits.

X-ray/Lab services, outpatient.

Home health care.

Physical therapy.

O/P mental & nervous care (yearly and life costs remain unlimited).

Chiropractic.

Chiropractic Benefits: extended plan of treatment must be pre-certified by Plan Administrator following initial visit. Non-compliance treated as out of network.

Hospitalization co-pay \$35.00 (frozen for duration of contract).

City agrees to pay for well care pediatric visits for general and preventative medical care for eligible dependent children up to six (6) years of age, including immunizations as required by the New Jersey Commissioner of Education up to age eighteen (18) years, with regular co-pay by the employee.

## APPENDIX B – VISION CARE BENEFITS

This plan enables the employee to obtain services by either of two methods.

If the employee elects to obtain Vision Care services from a designated provider, the following services are provided at no cost to the employee:

Once every twelve (12) months:

- Eye examination and refraction
- One pair of frames
- One pair of clear lenses

If the employee selects any other lens preparation or selects a more expensive frame than is allowed under this program, the cost difference is by agreement between the employee and the provider.

If the employee elects to obtain services from a provider of the employee's choice (other than a designated provider), the Plan will reimburse the employee the amount of the employee's expenses up to the amounts as stipulated in Article 24, Section F.

Medical Contacts are those that are prescribed by a physician for the following conditions:

- Following cataract surgery.
- To correct extreme visual acuity problems that cannot be corrected with spectacle lens.
- Certain conditions of Anisometropia.

Eliminate covered benefit for refractive eye surgery (i.e. Lasix/Keratotomy).