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THIS
CIRCULAR

AGREEMENT

BETWEEN

THE CITY OF VINELAND,

a municipal corporation of the State of New Jersey

AND

VINELAND CITY MANAGERS' ASSOCIATION

AFFILIATED WITH NEW JERSEY CIVIL SERVICE ASSOCIATION,

CUMBERLAND COUNCIL NO. 18

1979-1981

Negotiating Committee

Negotiating Committee

Ronald Sotak,
Business Administrator

Allan Bernardini, President

Lawrence Pepper, Jr.
First Associate Solicitor

Joseph Agostini, Vice-President

William Bulloch
Personnel Officer

Silvio Menzoni, Treasurer

Ralph Spain

James Charles

LIBRARY
Institute of Management and
Labor Relations

JAN 4 1979

RUTGERS UNIVERSITY

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AGREEMENT, dated the 17th day of October, 1978, by and between the CITY OF VINELAND, a municipal corporation of the State of New Jersey (hereinafter referred to as the "City"), and

the VINELAND CITY MANAGERS' ASSOCIATION, AFFILIATED WITH THE NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNCIL NO. 18 (hereinafter referred to as the "Association").

ARTICLE ONE

PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1, etc.) of the State of New Jersey, 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 the employees; and to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the peoples of the City of Vineland and its employees and the City.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, and as amended, the Statutes of the State of New Jersey, the Ordinances of the City of Vineland, and the Rules and Regulations of the City of Vineland. Where any Ordinance, Resolution or Rule and Regulation, or part thereof, of the City is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Ordinance, Resolution, Rule and Regulation, or part thereof.

The City recognizes the Association as the sole and exclusive representative of all full-time professional and non-professional employees holding supervisory positions employed by the City of Vineland, but excluding all other employees, non-supervisory professionals, craft, clerical and confidential employees, police and managerial executives within the meaning of the Act. The job classifications covered hereunder are more particularly enumerated on Exhibit A attached hereto and made a part hereof.

ARTICLE THREE
MANAGEMENT RIGHTS

All of the authority, rights and responsibilities possessed by the City are retained by it.

Subject to the terms of this agreement, it is the right of the City to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE FOUR

MAINTENANCE OF STANDARDS

Section 1. With respect to matters not covered by this agreement, the City will not seek to diminish or impair during the term of this agreement, any benefit or privilege provided by law, rule, regulation or precedent for employees without prior notice to the Association and when appropriate, without negotiations with the Association, subject to the grievance procedure provided, however, that this agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

Section 2. Employees shall retain all civil rights under the New Jersey State and Federal Law.

ARTICLE FIVE

ASSOCIATION REPRESENTATIVES AND MEMBERS

Authorized representatives of the Association, whose names shall be filed in writing with the Business Administrator, shall be permitted to visit the City's facilities or the offices of the City's Personnel Office or Business Administrator for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Department Director or Department Head. The Association representative shall not interfere with the normal conduct of the work of the particular department.

ARTICLE SIX

CHECK-OFF

The City agrees to grant rights of dues deduction to the Association and will deduct Association membership dues from the pay of those employees who individually request in writing that such deductions be made. Such written request must be given to the City's Personnel Office. The City shall remit once a month the monies collected for this purpose to the Association.

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

The Association 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 Association pursuant to this article.

Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the City's Personnel Office. The filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

ARTICLE SEVEN

BULLETIN BOARDS

Section 1. The City agrees to furnish suitable bulletin board space on all presently existing bulletin boards to be used by the Association.

Section 2. The Association agrees to limit its postings of notices and bulletins to such bulletin boards.

Section 3. The Association agrees that it will not post material which may be profane, derogatory to any individual, or constitute public election campaign material. All bulletin notices shall be signed by the Association President or his designee.

Section 4. Any material which the City alleges to be in violation of this agreement shall be promptly removed by the Association. The matter will then be subject to the grievance procedure for resolution.

ARTICLE EIGHT

NONDISCRIMINATION

Section 1. The provisions of the agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the City and the Association shall bear the responsibility for complying with this provision of the agreement.

Section 2. 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.

Section 3. The City agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint, or coercion by the City or any City representative, against any employee because of Association membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this agreement.

Section 4. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE NINE

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Association agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Article Twenty-One.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

ARTICLE TEN

WAGES

The wages for employees hereunder shall be as provided for in Exhibit B, attached hereto and made a part hereof. All such wages shall be authorized by an appropriate ordinance to be adopted by the City.

ARTICLE ELEVEN

VACATIONS

All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided: Up to one (1) year of service, one working days' vacation for each month of service; after one (1) year of service and through six (6) years of service, twelve (12) working days' vacation; after the completion of six (6) years and through thirteen (13) years of service, fifteen (15) working days' vacation; after the completion of thirteen (13) years of service and through nineteen (19) years of service, twenty (20) working days' vacation; and after the completion of nineteen (19) years of service, twenty-five (25) working days vacation.

Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the City's business, as determined and approved by the employee's Department Head or his 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.

An employee's rate of vacation pay shall be based on the employee's regular rate of pay.

All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. Employees shall submit vacation requests in writing, in advance of the vacation period, to their Department

Heads or their designees, who shall approve or disapprove said request depending upon the then-existing pressure of City business and the need for the employee's presence. Requests shall not be unreasonably denied. Preference for vacation time shall be given in order of seniority.

Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination.

ARTICLE TWELVE

TRAVEL ALLOWANCES

Section 1. Per Diem Meal and Lodging Expenses. The City agrees to reimburse on a per diem basis, as established by rules and regulations of the Business Administrator, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties, for hotel lodging, meals and incidental expenses related thereto.

Section 2. Mileage Allowance. The City agrees to provide, subject to rules and regulations of the Business Administrator, maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The maximum mileage allowance rate will be fifteen (15¢) cents per mile, or as otherwise justifiably modified or adjusted by the Business Administrator.

ARTICLE THIRTEEN

SICK LEAVE

Section 1. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee, or death in the immediate family. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, sister, brother or other near relative.

3. Whenever an employee in the classified civil service is disabled either through injury or illness as a result of or arising from his employment as evidenced by a certificate of a City designated physician or other physician acceptable to the City, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of one hundred twenty (120) days or so much thereof as may be required, as evidenced by certificate of the City designated physician or physician acceptable to the City, but not longer than a period of which workmen's compensation payments are allowed. If at the end of such one hundred twenty (120) day period the employee is unable to return to work, a certificate from either the City designated physician or physician acceptable to the

City, shall be presented, certifying to this fact and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment. During the period in which the full salary or wages of any employee on disability leave is paid by the City of Vineland, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Vineland by the insurance carrier or the employee.

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

4. Any employee on injury leave, resulting from injury while on City work shall continue to accrue sick leave credits while he remains on the payroll.

Section 2. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full-time employees on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter, said days accruing, as earned, at the rate of one and one-fourth ($1\frac{1}{4}$) days per month.

2. 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.

Section 3. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his department head shall be notified prior to the employee's starting time.

(a) Failure to so notify appropriate personnel within his department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 4. Certification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required, prior to the employee's return to work.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE FOURTEEN

LEAVE OF ABSENCE

Any permanent employee desiring leave without pay for personal reasons (including maternity leave) shall make a request in writing to the Director of the Department in which he is employed not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City's Business Administrator who shall review all recommendations for leaves of absence as submitted by the Department Director.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave, shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

ARTICLE FIFTEEN

RETIREMENT

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

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

Section 3. 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 \$12,000.00.

This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half 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 employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

Payment shall be made promptly, if funds are available, but not later than one (1) month after the final adoption of the budget of the City of Vineland for the year succeeding the effective date of retirement of the employee.

ARTICLE SIXTEEN

CONTINUING EDUCATION

When the City requests an employee to take a course and designates the course to be taken, then the City shall pay the employee for any tuition fees, books, costs or other direct out of pocket expenses incurred in the completion of said course.

ARTICLE SEVENTEEN

HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance as provided in the "New Jersey State Health Benefits Program." This coverage shall be fully paid by the City for all employees and their families. The specific benefits being provided are more specifically provided for and explained in the brochure entitled "New Jersey State Health Benefits Program." A descriptive folder is available to employees.

Section 2. The City agrees to provide a Prescription Coverage Plan (\$1.00 Co-Pay) for all employees and their families.

Section 3. The City agrees to provide a Basic Dental Care Plan for all employees and their families.

ARTICLE EIGHTEEN

HOLIDAYS

The legal paid holidays which are recognized holidays for the purposes of his agreement are as follows:

New Year's Day	Independence Day (4th of July)
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day
Veteran's Day	Christmas

When a holiday falls on Sunday and the official observance is on the following day, holiday time will be allowed on the day of official observance.

ARTICLE NINETEEN

JURY DUTY

A regular employee only who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the City the difference between his job rate for eight (8) 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 his Department Head or his designee 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 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 City'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 TWENTY

OVERTIME AND COMPENSATORY TIME

Compensatory time will be granted employees in lieu of overtime. The Department Director, or his designee, shall approve all compensatory time.

Compensatory time shall be earned at straight time for hours worked up to 40 hours, and at the rate of time and a half for hours worked in excess of 40 hours. Compensatory time is to be considered those hours worked in excess of the normally scheduled working day.

Compensatory time shall be recorded on the weekly payroll time sheets, as well as a monthly report to be submitted to the Business Administrator's Office on forms provided for said purpose.

ARTICLE TWENTY-ONE

GRIEVANCES

Should any grievance arise with respect to the meaning, application or interpretation of the terms of this agreement, such grievance shall be submitted to the following procedure:

Step 1. The employee shall submit his grievance in writing within three (3) working days after the occurrence of the grievance, or within three (3) working days after he reasonably should have known of occurrence, in triplicate, to the Association Representative, who in turn, shall forthwith file one (1) copy with the City's Personnel Officer and one (1) copy with the Department Director and said Association Representative of the aggrieved employee shall forthwith attempt to settle the matter of the grievance with the said Department Director. Failure to file his grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

If the grievance is filed in writing as hereinbefore provided, and the matter taken up between the Association Representative and the Department Director fails to produce an amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2. If no solution can be reached, the Association Representative shall refer the matter to the Association President, within five (5) days immediately following the disposition of the grievance at the initial step, and the Association President or his designee shall take the matter up with the City's Business Administrator or his designee in an endeavor to adjust it amicably.

Step 3. In the event the grievance is not resolved at the second step, either party may refer the matter to impartial binding arbitration.

Any party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Association. If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relation Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Civil Service Commission and by the State of New Jersey, which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be paid equally by the City and the Association. Any representative or officer of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Only the Association or the City may remove and present a grievance to arbitration.

ARTICLE TWENTY-TWO

SEVERABILITY

In the event that any provision of his agreement between the parties shall be held by operation of law 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 or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE TWENTY-THREE

DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 1979, and shall continue in full force and effect until Midnight of December 31, 1981.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

VINELAND CITY MANAGERS' ASSOCIATION
AFFILIATED WITH THE NEW JERSEY CIVIL
SERVICE ASSOCIATION

Attest:

By: Allen Bernardini

Joseph Gustoni

Silvia Mengoni

James W. Charles

Ralph E. Spain

CITY OF VINELAND

By: John A. Gannon

Attest:

Lolores Lopez

EXHIBIT "A"
CLASSIFICATIONS COVERED

Non-Professional Classifications

Purchasing Agent
Chief Plumbing Inspector
Water & Sewer Supt.
Asst. Municipal Tax Collector
Data Processing Director
Road Foreman M/W
Municipal Court Clerk
Zoning Officer
Mechanic Repairman, Foreman M/W
Bldg. Mtce. Wkr., Foreman, M/W
Chief Building Inspector
Systems Analyst
Supt. of Recreation
Gen. Foreman, M/W E.U.
Gen. Foreman, M/W E.G.
Water & Sewer Foreman, M/W
Suprv. of Util Act., Finance & Adm. Serv.
Director of Welfare
Registrar of Vital Statistics

Professional Classifications

Director, Public Health
Nursing Service
Supervising Engineer
Health Officer
Senior Planner
Supervising Eng. E.U.
Chief Asst. Assessor
Pub. Health Nurse Supervisor
Suprv. Prin. Asst. Asses.
Supervising Eng. E.U.
Supt. Elec. Dist
Supt. of E. Gen.
Chief Eng. E.U.
Asst. Supt. of Elec. Distribution
Asst. Supt. of Elec. Generation

(continued)

EXHIBIT "A"
(continued)

Non-Professional Classifications

Professional Classifications

Asst. Sup. of Rec.

Road Superintendent

Supvr. of Accts. E.U. *

Asst. Water & Sewer Supt.

Tree Foreman M/W

* Will be deleted when present incumbent retires.

EXHIBIT "B"

WAGES

1979

Effective December 31, 1978, each employee's base salary, as of December 31, 1978, shall be increased by the following:

Those employees earning up to \$15,000	\$ 850.00
\$15,001 to \$20,000	\$ 1,000.00
\$20,001 to \$25,000	\$ 1,150.00
\$25,001 and over	\$ 1,300.00

1980

Effective December 30, 1979, each employee's base salary, as of December 31, 1979, shall be increased by the following:

Those employees earning up to \$15,000	\$ 850.00
\$15,001 to \$20,000	\$ 1,000.00
\$20,001 to \$25,000	\$ 1,150.00
\$25,001 and over	\$ 1,300.00

1981

Effective January 4, 1981, each employee's base salary, as of December 31, 1980, shall be increased by the following:

Those employees earning up to \$15,000	\$ 950.00
\$15,001 to \$20,000	\$ 1,100.00
\$20,001 to \$25,000	\$ 1,250.00
\$25,001 and over	\$ 1,400.00