

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1034**

AND

THE CITY OF GLOUCESTER CITY

UNION CONTRACT

FOR

WHITE COLLAR BARGAINING UNIT

January 1, 1997 to December 31, 1999

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ARTICLE I

PREAMBLE

A. This Agreement is entered into this _____ day of _____, 20____, between the City of Gloucester City, herein referred to as the Employer, and the American Federation of Laborers, Local 1034, White Collar Unit, herein after referred to as the Union.

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

ARTICLE II

UNION RECOGNITION

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

JOB TITLES:

Communications Operator Typing
Senior Accounts Clerk
Clerk Typist
Clerk
Welfare Interviewer
Director of Neighborhood Preservation Program
Assistant Violations Clerk
Senior Clerk Typist
Payroll Clerk
Senior Clerk

Additional titles to be created: Tax Clerk, Senior Tax Clerk, Assessing clerk, Police Records Clerk, Parking Enforcement Officer, Senior Payroll clerk.

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

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

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

ARTICLE III

ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

The City and the Union agree to be bound by all Department of Personnel Rules and Regulations.

ARTICLE IV

UNION SHOP

It shall be a condition of employment that all employees covered by this Agreement who are members of this Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

ARTICLE V

UNION DUES

A. The City agrees to deduct dues weekly from the base pay of each employee, in accordance with the expressed terms of a signed voluntary authorization to do so, the amount of membership dues of the CWA. Dues shall be paid per month or such amount as such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union dues is made. Said deductions shall be made out of the first payroll period or the earliest subsequent payroll period for each month. Deduction of Union dues made pursuant hereto shall be remitted by the City to CWA Local 1034, AFL-CIO, 107 High Street, PO Box 723, Mt. Holly, NJ 08060 (Attn: Treasurer)

B. The City further agrees to forward a list of all bargaining unit employees including hires and terminations, once each month to CWA Local 1034, AFL-CIO. The transmittal of the said list shall be simultaneous with the transmittal of the aforementioned deductions. Such list shall indicate which of the employees, whose names appear thereon, did or did not pay regular dues.

ARTICLE VI

BULLETIN BOARDS

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

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

ARTICLE VII

UNION BUSINESS LEAVE

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

B. (1) Two (2) Stewards of the Union shall be granted up to a maximum of three (3) days off annually without loss of pay for purpose of attending Union conferences and/or seminars.

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

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

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

ARTICLE VIII

MANAGEMENT RIGHTS

A. The employer retains and reserves unto itself all the rights, powers, authority and prerogatives and responsibilities conferred upon and vested in it by the law.

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

ARTICLE IX

PERSONNEL FILES

A. Each employee may review the contents of his/her file on the same day of the request. A Union representative may accompany said employee while he/she reviews his/her file. The employee shall have the right to respond to any document in his/her personnel file within thirty (30) working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file.

B. Employees shall be given a copy of all documents which are to be included in the personnel file. Additionally, employees will be afforded the opportunity to initial documents prior to such placement in the file.

C. There shall be a retention schedule of notices of disciplinary actions which will maintain any notice of reprimands and/or written warning for a period of one (1) year and any action resulting in loss of time or pay for a period of five (5) years, such time to begin after the last notice of any subsequent action. Such reports shall be removed upon petition to the Administrator.

ARTICLE X

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 ancestry.

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

ARTICLE XI

SENIORITY

A. Seniority is defined as continuous unbroken service with the Employer.

B. Promotions will be filled in accordance to the rules and regulations of the New Jersey Department of Personnel. Should that system no longer exist the City shall implement procedures in conformance with those currently in existence.

C. In cases where the Employer anticipates making lateral transfers or reassignments from one unit/department to another in a given title, volunteers shall be sought first. In the event there are no volunteers, the vacancy shall be filled by inverse order of seniority.

D. In the scheduling of vacations within a unit the employee with the most seniority will be given preference in the choice of time selection. Upon the entire unit having selected their time for vacation a senior member may have preference only to time not already selected by another employee.

ARTICLE XII

JOB POSTING

All notification and posting will be in compliance with New Jersey Department of Personnel rules and regulations. Should that system no longer exist the City shall implement a system in conformance to those currently in existence. The City shall allow the current full time employees of the employee in the unit an opportunity to apply for any position. The City shall also inform employees if they may have lateral transfer rights or promotional rights. The administrator will contact all employees of any transfer and explain the procedure by which the position will be filled.

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

ARTICLE XIII

EDUCATION AND TRAINING

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

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

Breakfast	\$ 5.00
Lunch	\$ 6.50
Dinner	\$10.50

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

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

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

1. The City will reimburse an employee covered by this agreement a maximum of \$60.00 per credit hour for each College course successfully completed with a grade of "C" or above up to a maximum of 30 credit hours per year (January 1 through and inclusive of December 31) for each year of this contract. Said reimbursement will be made upon presentation of a notice of registration and receipt of payment. Payment may also be made directly to the College/University through the use of Purchase Orders upon presentation of a notice of registration.

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

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

3. Proof of successful completion of the course with a grade of "C" or better must be submitted by the employee to the employee's supervisor (dead end pay) within no later than 60 days after completion of the course. Failure to submit proof of successful completion of the course will result in the employee's salary being reduced. If the employee does not complete the course successfully, as defined in the City's policy, the employee's deductions according to the procedures of the City will be applied. If the employee will be entitled to reimbursement for the course, the employee will be entitled to reimbursement for the course within 60 days of completion of the course. If the employee does not complete the course within 60 days of completion of the course, the employee will be entitled to reimbursement for the course within 60 days of completion of the course. If the employee does not complete the course within 60 days of completion of the course, the employee will be entitled to reimbursement for the course within 60 days of completion of the course.

4. Should an employee terminate employment with the City or if the City terminates the employee then the full amount of any funds due to an employee for a course of Study by an employee will be deducted from the employee's final pay.

ARTICLE XIV

DISCIPLINE

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

B. Just cause shall be defined as follows:

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

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

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

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

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

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

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

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

(a) Advised of the situation:

(b) Advised of corrective action needed:

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

(d) Advised of the right of Union representation:

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

ARTICLE XV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure equitable and mutually agreeable solutions to problems which may arise affecting the terms and conditions of employment. The parties agree that the procedure will be kept as informal as may be practicable.

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

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

B. Definitions

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

- (a) A violation, misinterpretation or misapplication of the terms of this Agreement.
- (b) An inequitable, improper, unjust application or misinterpretation of rules or regulations, administrative orders, existing policy, or orders applicable to the Departments including minor disciplinary actions.

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

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

C. Presentation of a Grievance

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

D. Grievance Procedure

Step 1

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

Step 1 may be waived upon request of the Union.

Step 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative to the Business Administrator within ten (10) working days of the written response from Step 1. Within fifteen (15) working days of receipt of the notice from the grievant, a hearing shall be held before the Business Administrator. The Business Administrator shall render a written decision on the grievance within ten (10) working days of the close of the hearing. Should the Employer not respond in the set time frame the matter will be considered closed in the employer's position subject to the union pursuing the matter to the next step.

Step 3

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

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

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

(c) Where the grievance involved an alleged violation of individual rights specified in State Department of Personnel Law and Rules for which a specific appeal to the State Department of Personnel is available, the individual may present his/her complaint to the State Department of Personnel directly. The grievant may pursue the State Department of Personnel Procedure or the

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

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

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

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

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

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

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

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

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

F. Employee grievances shall be presented on prepared forms. The Grievance Procedure, as defined herein, shall be strictly adhered to.

G. Grievance resolutions or decisions at Step 1 through Step 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, to the prior conduct of the party.

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

ARTICLE XVI

PAST PRACTICE

Unless otherwise provided in this Agreement or in any past agreement, the past practice contained herein shall be interpreted and/or applied so as to ensure that no employee shall be deprived from any employee benefit enjoyed by the majority of the employees of the City of Chicago prior to the effective date of this Agreement.

ARTICLE XVII

HOURS OF WORK

1. All employees in the unit shall be assigned to work five (5) consecutive days, Monday through Friday of each week. The hours of work shall be seven and one half hours per day as scheduled in a particular assignment. However, the City may assign in any of those offices open directly to the public (Tax Office, Municipal Court, Housing Office, and Clerk's Office) employees to a shift of ten (10) hours on the first Wednesday of each month. Such day shall be assigned on a regular basis with at least a week notice to any employee to be assigned to the extra hours. The employees so assigned will be entitled to take off the additional hours on Friday of the week assigned at the end of their regularly assigned hours. There shall be a minimum of two (2) City employees on duty during the extra hours in each location. The decision as to which offices will be open will remain the option of the City. Should the Friday of the week effected be a Holiday there shall be provision made for the employee to be allowed off on the day prior to the Holiday.
2. Employees shall be entitled to one (1) hour per day for lunch and two (2) 15 minute breaks within each half a day of work. On the Wednesday of extended hours the employees working late shall be entitled to an additional 15 minute break after 4:00 p.m. but prior to 4:30 p.m. Such schedules shall remain in effect for a period of six (6) months beginning with the month after ratification of this agreement at which time, unless mutually agreed upon the schedule shall cease and be subject to negotiations.
3. Overtime shall be calculated after seven and one-half (7-1/2) hours worked on a daily basis. Wages for any hours worked after the thirty seven and one-half (37-1/2) normal hours worked during the week will be calculated at one and one-half (1-1/2) times the employee's base hourly rate of pay.
4. If an employee works during a holiday, they will be entitled to one and one-half (1-1/2) times their base hourly rate of pay plus one (1) day off.

Overtime Payments

1. Any employee who is required to work overtime shall have the option of accepting compensatory time in lieu of payment. Compensatory time shall be allowed to accrue under the limits established in the FLSA. Such time will be requested off at least one day prior to the employee's Supervisor. Such request shall not be unreasonably denied.

2. Nothing in this provision will preclude the employee and supervisor from utilizing a time off plan in lieu of payment or compensatory time should the schedule allow.

3. Employees of the Municipal Court who are required to carry a beeper for the purpose of responding to Police Agency requests for warrants shall be entitled to 3-1/2 hours of overtime pay at straight pay per week or compensatory time in that amount as they may choose. Retroactivity of this provision shall be payment, not in accumulated time. Such employees shall, also, be entitled to 15 minutes pay for each call they receive, 1/2 hour pay for each time a Police Officer visits their home, and 1 hour pay if required to report back to the office. This time shall be doubled for any calls received after 12:00 midnight up to 9:00 am or on weekends between 4:30 p.m. Friday and 9:00 a.m. Monday. The period for the beeper to be assigned shall be one (1) week beginning on Friday and ending the following Friday.

ARTICLE XVIII

HOLIDAYS

A. The following holidays will be observed under this agreement and shall be paid as if the employee were working on the day covered under this agreement

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

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

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

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

ARTICLE XIX

SICK LEAVE

A. Sick leave means the absence of an employee from duty because of: (1) illness, injury, pregnancy disability, exposure to contagious disease; (2) necessary attendance upon a member of the immediate family, who is ill, including a person living in the household in a spousal relationship, or other relatives living in the employee's household; and (3) death of any person listed above.

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

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

3. Sick leave shall be cumulative.

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

5. A physician's certificate may be required whenever an employee is on sick leave for five (5) or more consecutive working days.

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

1. If an employee accumulates fifty (50) sick days, which shall be called a bank, the employee will be entitled to "buy back" on an annual basis at 100% any sick days the employee has accumulated in excess of fifty (50) to a maximum of fifteen (15) days.

D. "Sick Leave" buy back policy for employees hired after April 1, 1994: Employees will be allowed fifteen (15) days of paid sick leave each year of the Agreement. If an employee accumulates seventy-five (75) sick days, which shall be called a bank, the employee will be entitled to "buy back" on an annual basis, at 50%, any sick days the employee has accumulated in excess of seventy-five (75) to a maximum of fifteen (15) days. Minimum of seventy-five must be maintained. When an employee severs employment or retires, he shall be paid 75% of current salary for all sick time accrued. A \$10,000.00 maximum buy back limit shall be set.

E. An employee who works an entire year without using a sick day or an absence other than personal days, vacation or holiday leave shall be provided a \$200.00 Bond January 31 of the succeeding year.

ARTICLE XX

VACATION

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

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

B. Any increase in vacation days based on years of service shall be credited at the beginning of the calendar year in which the employee attains such years of service with anticipation that his/her employment will be continuous throughout the calendar year.

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

D. Vacation leave shall be cumulative up to ten (10) days per year.

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

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

G. If an employee is on vacation, and becomes ill during that time, not allowing him/her to continue his/her vacation, and can provide a doctor's proof of such illness, or should death in the family occur in accordance with the provisions of bereavement leave paragraph contained in this contract; then that time may be changed to sick and/or bereavement leave, as applicable, and his/her vacation leave shall be re-instated.

H. The City will continue its current practice of the vacation bonus to be paid to employees on the first pay day in June in the amount of 2% of the employee's previous year's salary.

ARTICLE XXI

BEREAVEMENT

- A. All employees shall be entitled to a maximum of five (5) days leave with pay in the event of death in the immediate family. The immediate family shall be defined as: Spouse, Child or Parent.
- B. Employees shall be entitled to three (3) days leave with pay in the event of death of employees' grandparents, grandchild, mother-in-law, father-in-law, brother, sister, son-in-law or daughter-in-law.
- C. Employees shall be entitled to one (1) day leave with pay in the event of death of employees' sister-in-law, brother-in-law, aunt or uncle, and niece and nephew.

ARTICLE XXII

LEAVES OF ABSENCE

1. JURY DUTY

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

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

2. LEAVE WITHOUT PAY

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

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

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

3. OTHER LEAVES

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

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

ARTICLE XXIII

LONGEVITY

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

Years of Completed Service	% of Base Pay
5 Years	2%
10 Years	2.5%
15 Years	3%
20 Years	4%
25 Years	5%

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

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

ARTICLE XXV

WAGES

- A. All current salary scales will be increased by:
- 3% for 1997
 - 3% for 1998
 - 3% for 1999
- As presented in the attached format.

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

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

ARTICLE XXV

PENSION PLAN

Pension and retirement benefits shall be provided to employees covered by the plan. The Board of Education will continue providing pension benefits according to its current contract with the New Jersey Public Employees Retirement System.

ARTICLE XXVI

LIFE INSURANCE

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

ARTICLE XXVII

HEALTH BENEFITS

A. Health Insurance

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

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

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

B. Retirees Health Insurance

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

C. Dental Coverage

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

D. Optical

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

EMPLOYEE, SPOUSE AND CHILD*

BENEFIT AVAILABLE FREQUENCY OF BENEFIT REIMBURSEMENT

Professional Fees:

Vision Exam

Once every 24 months**

\$ 25.00

(Pair)

Lenses:		
Single Vision	Once every 24 months**	\$ 24.00
Bifocal	Once every 24 months**	\$ 36.00
Trifocal	Once every 24 months**	\$ 46.00
Lenticular	Once every 24 months**	\$120.00
Frame	Once every 24 months**	\$ 20.00

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

Medical	Once every 24 months**	\$200.00***
Elective (non-medical)	Once every 24 months**	\$ 75.00***

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

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

***Includes the allowance for the examination.

F. Prescription

The City will provide prescription coverage to all employees for medically determined necessity. There shall be a co-pay of \$4.00 on any brand name drug. There shall be a co-pay of \$2.00 for generic drugs. Any prescription covered under the prior plan will be covered by the City upon submission of proof such coverage existed.

ARTICLE XXIII

RE-EMPLOYMENT AFTER LAYOFF

The City will follow all pertinent Regulations of the State regarding layoff procedures and re-employment rights. Should the City be required to implement procedures in conformance to those currently in effect, the City will follow those procedures.

ARTICLE XXIX

SUB-CONTRACTING

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

ARTICLE XXX

SAVINGS CLAUSE

If any of the provisions of this Agreement should be held invalid by a court of law, or if compliance with or enforcement of any provision hereof should be restrained by such tribunal or appropriate administrative agency, such invalidity or restraint shall not be construed to invalidate or restrict the validity of any other provisions hereof, which shall nevertheless remain in full force and effect.

ARTICLE XXXI

FULLY BARGAINED CLAUSE

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

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

ARTICLE XXIII

PERSONAL LEAVE

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

ARTICLE XXXIII

TEMPORARY ASSIGNMENT

- A. The City shall make temporary appointments within the rules and regulations of the New Jersey Department of Personnel. Should that system no longer exist the City shall implement procedures in conformance with those currently in existence.
- B. Employees who as of this date have been assigned to and paid a differential for acting in a higher capacity as CFO and Court Administrator shall maintain that benefit as currently administered. Any other employee assigned to perform at a higher capacity shall be compensated upon the assignment at the minimum rate of pay covering the higher position.
- C. The City shall reimburse a member who acts in the position of "Matron" at a differential rate of \$2.67 per hour over and above the employees normal hourly or overtime rate. The employee shall receive a minimum of four (4) hours at the differential rate per hour when assigned to work as a "Matron".
1. If a member has acted in the position of "Matron" and has been assigned to the position of "Matron" within the initial 4 hour time frame then it shall be considered part of the original 4 hour time frame and the minimum time frame of 4 hours shall not apply.

ARTICLE XXXIV

DURATION OF AGREEMENT

A. This Agreement shall be effective from January 1, 1999 and shall thereafter automatically renew itself until either party shall give written notice prior to the expiration date of its desire to modify this contract. If the parties shall immediately proceed to negotiate a new contract, the term of the new contract shall be retroactive to the expiration date.

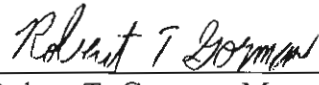
1. This Agreement shall be effective from January 1, 1999 and shall thereafter automatically renew itself until either party shall give written notice prior to the expiration date of its desire to modify this contract. If the parties shall immediately proceed to negotiate a new contract, the term of the new contract shall be retroactive to the expiration date.




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

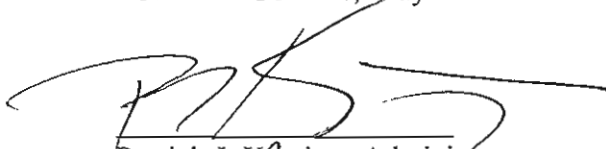
Signed this 27th day of May, 1999

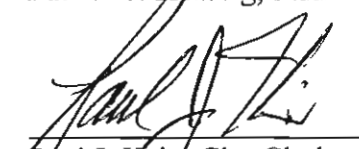
Employer

Communications Workers of America, Local 1034, AFL-CIO


Robert T. Gorman, Mayor

 John Lezzarotti
 Steve Jarema
 Daniel O'Brien, Jr.


Patrick J. Keating, Administrator


Paul J. Kain, City Clerk



BULLETIN BOARD LOCATIONS

Municipal Building – to be located in Main Foyer

City Hall – to be located in Radio Room

Fire Department – to be located in Radio Room

Water – to be located in Main Office of plant

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

**ORDINANCE OF THE CITY OF GLOUCESTER CITY
COUNTY OF CAMDEN, STATE OF NEW JERSEY**

#007-90

**AN ORDINANCE AMENDING THE ORDINANCE REGULATING THE SALARIES AND
WAGES OF THE EMPLOYEES OF THE CITY OF GLOUCESTER CITY,
COUNTY OF CAMDEN, STATE OF NEW JERSEY**

BE IT ORDAINED by the Mayor and Common Council of the City of Gloucester City, County of Camden and State of New Jersey as follows:

Section 1: The annual salaries for the employees in the following titles shall be fixed at the rates as follows for the years 1997, 1998 and 1999 as indicated:

Subsection A:

These employees are covered under the terms of a collective bargaining agreement between the City and their majority representative and they are entitled to all the benefits provided through that agreement. They are, also, entitled to those benefits and conditions provided under the regulations of the New Jersey Department of personnel.

Employees hired prior to April 1, 1994:

	1997	1998	1999
Clerk	\$ 24,628	25,267	26,175
Clerk Typist, Assistant Violations Clerk	28,442	29,296	30,175
Assessing Clerk, Tax Clerk, Payroll Clerk, Police Records Clerk - Typing	28942	29,746	30,675
Senior Payroll Clerk, Senior Tax Clerk	29,442	30,296	31,175
Neighborhood Preservation Specialist	28,442	29,296	30,175
Senior Account Clerk	33,532	34,538	35,574

Employees Hired After April 1, 1994:

		1997	1998	1999
Clerk	1 st Year	16,685	16,685	16,685
	2 nd Year	18,854	19,420	19,420
	3 rd Year	20,509	21,124	21,758
	4 th Year	22,165	22,830	23,514

Assistant Violations Clerk, Clerk Typist

	1 st Year	23,808	23,808	23,808
	2 nd Year	24,401	25,133	25,133
	3 rd Year	25,004	25,754	26,527
	4 th Year	25,598	26,366	27,157

Assessing Clerk, Tax Clerk, Payroll Clerk, Police Records Clerk – Typing

	1 st Year	24,308	24,308	24,308
	2 nd Year	24,901	25,633	25,633
	3 rd Year	25,504	26,254	27,027
	4 th Year	26,098	26,866	27,657

Senior Tax Clerk, Senior Payroll Clerk

	1 st Year	24,808	24,808	24,808
	2 nd Year	25,401	26,133	26,133
	3 rd Year	26,004	26,754	27,527
	4 th Year	26,598	27,366	28,157

Parking Enforcement Officer

	1 st Year	7.35 / hr.	7.35 / hr.	7.35 / hr.
	2 nd Year	7.57 / hr.	7.80 / hr.	7.80 / hr.
	3 rd Year	-----	-----	8.03 / hr.

Section 2. The salaries in Section 1 of this ordinance shall be paid retroactively upon the adoption of this ordinance for the period past due. All longevity, vacation, holiday and other leave or payment shall be as incorporated in the contract between the City and the majority representative.

Overtime and Court call in time shall paid as agreed between the parties in the contract to all employees who are required to work overtime or carry a beeper for the purpose of Municipal Court duties.

Section 3. All ordinances and /or resolutions or parts thereof, inconsistent with the provisions of this ordinance shall be and are hereby repealed, but only to the extent of such inconsistency.

Section 4. All salaries specified in this ordinance shall take effect as of the final adoption and shall continue until amendment to this ordinance or passage of any ordinance inconsistent with this ordinance.

Robert T. Gorman, Mayor

Passed on first reading: April 19th, 1999

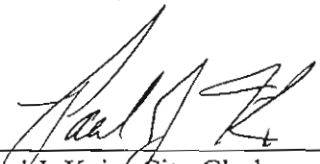
Adopted by the Mayor and Common Council this 6th day of May, 1999,



Paul J. Kain, Municipal Clerk

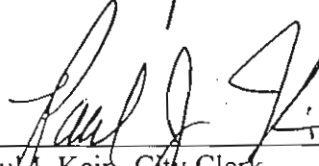
PUBLIC MEETING

NOTICE is hereby given that the foregoing **ORDINANCE** was introduced and passed at a meeting of the Common Council of the City of Gloucester City, County of Camden, New Jersey, held on the 19th day of April, 1999 and will be considered for final passage after a public hearing at a meeting of the Common Council of the City of Gloucester City to be held on the 6th day of May, 1999 at 8:00 o'clock AM/PM in the City Hall/Municipal Building, 313 Monmouth Street, Gloucester City, New Jersey.



Paul J. Kain, City Clerk
City of Gloucester City

I hereby certify that the foregoing **ORDINANCE** was approved for final adoption by the Mayor and Common Council of the City of Gloucester City, County of Camden, State of New Jersey at a regularly scheduled meeting held on the 6th day of May, 1999.



Paul J. Kain, City Clerk
City of Gloucester City