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Contract no. 329

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Number Eight

AGREEMENT

BETWEEN

Vineland City of

CITY OF VINELAND

ELECTRIC UTILITY

AND

LOCAL UNION NO. 210

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

UNIT NO. 1

Effective

*X* January 1, 1989 through December 31, 1990

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ARTICLE ONE

PREAMBLE

This "Agreement," dated this 3rd day of January, 1989, by and between the City of Vineland Electric Utility, or its successors, together with such Electric Utility properties as may be acquired, hereinafter referred to as the "Utility" and Local Union 210 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor, hereinafter referred to as the "Union".

This Agreement is entered into in order to promote and ensure harmonious relations, cooperation, and understanding between the Utility and its employees; to prescribe the rights and duties of the Utility and its employees; and to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and in order to provide an adequate and uninterrupted supply of electric service to the Utility's customers in the City of Vineland. It is the intent of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey which govern public employment.

## ARTICLE TWO

### SCOPE

This Agreement shall apply to the bargaining unit of all operating, production and maintenance employees of the Utility, as listed by job classification in "EXHIBIT A" attached hereto and made a part hereof.

The departments covered herein shall be known as:

- A. GENERATION DIVISION
- B. DISTRIBUTION DIVISION

## ARTICLE THREE

### EMBODIMENT OF AGREEMENT

This document and the supplemental agreement constitute the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the Unit.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

## ARTICLE FOUR

### SEVERABILITY

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

## ARTICLE FIVE

### LOYALTY - EFFICIENCY - NO DISCRIMINATION

Section 1. Employees of the Utility agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Utility and its interests; that they will cooperate with the Utility in promoting and advancing the welfare and prosperity of same at all times.

Section 2. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or

union affiliation. Both the Utility and the Union shall bear the responsibility for complying with this provision of this Agreement.

Section 3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4. The Utility agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Utility or any Utility representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968 or this Agreement.

Section 5. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

## ARTICLE SIX

### BARGAINING AND REPRESENTATION

The Utility recognizes the right of its employees covered by this Agreement (as indicated in "EXHIBIT A") to bargain collectively through representatives of their own choosing, and recognizes the Union as the exclusive representative of the employees covered by this Agreement for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and other conditions of employment herein provided.



## ARTICLE SEVEN

### ACCESS

Any duly authorized representatives of the Union designated in writing, after reporting to the office of the Department Head, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his visit. Except in any emergency, at least four (4) hours' advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The Electric Utility shall not be liable for any time lost by employees during such visits unless the visit involves Utility and Union matters.

## ARTICLE EIGHT

### CHECK-OFF AND AGENCY SHOP

Section 1. If authorized voluntarily and in writing to the proper disbursing officer of the Utility, an employee subject to this Agreement, who is a member of the Union, may indicate his desire to have deductions made from his compensation for the purpose of paying usual, customary and uniform dues to the Union.

Section 2. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the Utility, during the month following the filing of such

card with the Utility.

Section 3. In addition, pursuant to N.J.S.A. 34:13A-5.5, the Utility agrees to deduct from the salaries of its employees subject to this Agreement, but not members of the Union, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the Union, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union Office during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representation fee for non-union members will commence as soon as practicable, but no longer than sixty (60) days after an employee's employment in a position included in the bargaining unit.

Section 4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Utility one month's written notice prior to the effective date of such change.

Section 5. The Union agrees to furnish the Utility with a copy of its "demand and return system" which must be established and maintained by the Union in accordance with the law.

Section 6. The Union shall indemnify, defend and save the

Utility harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

Section 7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three (3) months.

Section 8. Dues or the representation fee in lieu thereof collected shall be paid to the Financial Secretary of Local Union 210, I.B.E.W.

Section 9. The Utility agrees to cooperate with the Union in the implementation of a "Union Savings Plan". A weekly payroll deduction shall commence for each employee who signs a properly dated authorization card supplied by the Union and approved by the Utility during the month following the filing of such card with the Utility. The Utility will remit such savings plan deductions to the Union or its designated savings plan depository monthly. The Union shall indemnify and save the Utility harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union or its designated savings plan depository.

ARTICLE NINE  
MANAGEMENT RIGHTS

Section 1. It is recognized that the management of the Utility, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City of Vineland.

Accordingly, the City of Vineland retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend, demote or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and control of equipment and materials; purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement and State Law.

(a) The City of Vineland shall have the right at all times to enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the City of Vineland in refraining from doing so at any time or times. The act of the City of Vineland at any

time or times in refraining to enforce its rights under said rules, regulations, policies or other statements of procedures shall not be construed as having created a custom or practice contrary to said rules, regulations, policies or other statements of procedure or as having waived or modified said rules, regulations, policies or other statements of procedures.

Section 2. The Utility may suspend, discharge or demote an employee for sufficient and reasonable cause, but the employee or his representative shall, upon request, be entitled to an appeal and hearing, at which the reason for such action was taken shall be given. In the event of a discharge, or a demotion, or a suspension, for a period greater than five (5) days, then, in such event, the Civil Service appeal procedure shall be followed. Consistent with Civil Service procedures, the Director of the Electric Department or his designee shall preside at Department Hearings.

## ARTICLE TEN

### NO STRIKES OR LOCKOUTS

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

Section 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, or sanction strikes, slowdowns, lockouts, mass resignation, mass absenteeism, or other similar action which would involve suspension or interference with normal work performance.

Section 3. There shall be no responsibility on the part of the Union, its officers, representatives or affiliates for any strike or other interruptions of work unless specifically provided for in this Agreement.

Section 4. The Utility agrees that it will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.

Section 5. The Utility shall have the right to discipline or discharge any employee encouraging, fomenting, or participating in a strike, slowdown or other such interference.

#### ARTICLE ELEVEN

#### GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. In the event that any difference or dispute should arise between the Utility and the Union, or its members employed by the Utility, over the application and interpretation of the terms of this

Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is presented in writing within five (5) working days of its occurrence or employee's reasonable knowledge thereof:

- STEP I: Between the aggrieved employee, with or without his Steward, and his Immediate Supervisor. If no satisfactory agreement is reached within three (3) working days, the Union may submit the grievance, in writing, to the second step within five (5) working days from the verbal answer.
- STEP II: Between the aggrieved employee, Shop Steward and Immediate Supervisor. If no satisfactory agreement is reached within five (5) working days, the Union may submit the grievance, in writing, to the third step, within five (5) working days from the second step answer.
- STEP III: Between Union Officials, Shop Steward, Grievant and Superintendent of the respective division and other City officials. If no satisfactory agreement is reached within ten (10) working days, the Union may submit the grievance to the fourth step, in writing, within ten (10) working days from the third step answer.
- STEP IV: Between Union Officials, Shop Steward, Grievant and the Director of the Department of Electric Utility and/or his designee and other City officials. At this step an International Representative may be present. If no satisfactory agreement is reached within ten (10) working days, the matter may be referred to arbitration by the Utility or the Union, within thirty (30) days of the fourth step answer.

Section 2. Either the City or Local Union 210 may request the New Jersey Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no

power to add to, subtract from or modify any of the terms of this Agreement, or to establish or change any wage rate except in the case of wage and fringe reopener. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by the parties.

The City and the Union specifically agree that grievance matters shall proceed to arbitration only if submitted by the City or Local Union 210.

Section 3. Unless extended by mutual agreement in writing, the failure to observe time limits herein shall constitute abandonment of the grievance, and settlement on the basis of the last Utility answer.

Section 4. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right, if the grievance:

- (a) involves the existence of alleged violation of any agreement other than the present agreement between the parties;
- (b) would require an arbitrator to rule on, consider or change the appropriate hourly, salary or incentive rate set forth in Exhibit "A", by which an employee shall be paid, or the method by which his pay shall be determined;
- (c) would require an arbitrator to consider, rule on, or decide any of the following:
  - (i) the elements of a job assignment;
  - (ii) the level, title or other designation of an employee's job classification;
  - (iii) the right of management to assign or reassign work;



- (iv) pertains in any way to the establishment or administration of insurance, pension, savings, or other benefit plans in which employees are eligible to participate;
- (v) the right of management to determine and assign shift hours, except as limited by this agreement;
- (vi) involves discipline or discharge of employees;
- (vii) involves violations of State laws and regulations.

## ARTICLE TWELVE

### SENIORITY AND SERVICE

Section 1. Seniority shall be determined by length of service in each classification. Seniority, for pay purposes only, is not recognized until the employee has continuously served for more than three (3) months in the classification. This does not apply to temporary assignments.

Section 2. Service is defined to mean the accumulated length of continuous service with the Utility, computed from the last day of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year.

Employment may be terminated if any of the following occur:

- (a) discharge;
- (b) resignation;
- (c) failure to return promptly upon expiration of authorized leave;

- (d) absence for five (5) consecutive working days without leave or notice;
- (e) engaging in any other employment during a period of leave;
- (f) absence from illness or injury for more than one (1) year; and
- (g) layoff for longer than twelve (12) consecutive months.

## ARTICLE THIRTEEN

### JOB BIDDING

Section 1. If the Management determines to fill a permanent vacancy below the level of Supervisor not caused by vacations, illness, leave or similar reason, a written notice of the opening, indicating the position, rate and necessary qualifications shall be posted on the bulletin board for a period not to exceed six (6) working days. Any employee may signify to the Management in writing during that period an interest in being considered for the opening. The Management shall make its selection from the bidders on the basis of its judgment of the qualifications, employment and absentee record, skill and ability of those bidding, giving preference to the senior bidder, considering the overall effect on operations. The bidder so selected shall fill the vacancy on a temporary basis pending examination for permanent status. Selection will always be made on a basis consistent with State law. Should the successful bidder fail to qualify, or otherwise not be selected in accordance with State law, he will return to his former job.

If no employee has bid, or the Management determines that no bidder had appropriate qualifications, the vacancy may be filled by outside hiring. The job vacated by a successful bidder shall be filled by Management from the work force, provided there is a senior qualified employee available for the job.

Section 2. Up to the first three (3) months on the new job shall be considered a trial period. If the Management determines that the job is not being satisfactorily performed, the employee shall be returned to his former job with full seniority and the position shall be filled from the work force, provided there is a senior qualified employee available for the job, at the discretion of the employer. A successful bidder may not bid again until a minimum of six (6) months will have passed, except for further promotion. Should a vacancy occur, the successful bidder may be considered by Management if qualified and available to be promoted to the existing vacancy.

Section 3. If an employee successfully bids a position lower than his present position, an evaluation by Management will determine his starting rate based on past experience and qualification.

Section 4. If during the initial three (3) month period, an employee desires to return to his former classification, he will be permitted to do so. If, after the expiration of the three (3) month period, an employee desires to return to his former classification, he will be permitted to do so only after a vacancy occurs in his former classification.

## ARTICLE FOURTEEN

### PROMOTIONS

Section 1. In filling vacancies by promotion, in accordance with applicable State laws or transfer of an applicant to a higher classification covered by this Agreement, or which may be added to this Agreement, where the following qualifications are adequate, seniority shall govern:

- (a) Ability to do the job as safely as it can be done under the circumstances;
- (b) Knowledge of the job which is being filled;
- (c) Experience in types of work related to the job being filled;
- (d) Ability to instruct men properly;
- (e) Availability to perform the required work as needed; and
- (f) Ability to advance within a job classification;

Section 2. The Utility shall notify the Union in writing of the selection made. It is agreed that in case an employee is by-passed, he shall have the right to submit a grievance through the Union. However, the arbitration provisions of this Agreement shall not apply.

Section 3. Normal progression through Operation shall be by way of the relief position.

## ARTICLE FIFTEEN

### TRANSFERS

Employees desiring to transfer from one classification to another within the same division will have three (3) months to return to their previous position; employees transferring to another division will be required to remain for one (1) year, except for further promotion.

Employees shall submit such requests in writing to the Utility and the Union. Should such transfer be practicable, seniority in the new classification shall be awarded on the basis one-half (1/2) accumulated seniority in the old classification which is not applicable for pay purposes.

## ARTICLE SIXTEEN

### APPRENTICESHIP AND TRAINING

#### Section 1. Line Apprentice Program.

(a) It is mutually understood and agreed that the lineman-helper classification is filled by an employee who is training to become a lineman. He shall work with qualified linemen on energized primary circuits and equipment and perform ground work when required. He is equivalent to a lineman-apprentice as understood by standard practice.

(b) A Line Apprentice Program is hereby agreed upon. The program is defined in "APPENDIX A".

(c) Servicemen of on-line pole equipment shall be qualified

linemen.

(d) The Line Apprentice Program as attached hereto and defined in "APPENDIX A" shall be amended to reflect modifications to the 15KV Class I and I Rules (Isolate and Insulate Rules) which relate to two-man crews, which modifications are more fully defined in "APPENDIX C".

Section 2. An Electrical-Mechanic Training Program is hereby agreed upon. The program is defined in "APPENDIX B".

Section 3. When the Utility requires that employees of certain specified classifications enroll in training courses (I.C.S. or similar) selected by the Utility as a pre-requisite for advancement, the courses will be provided by the Utility as specified in Lineman Apprentice Program fully described in "APPENDIX A". The employee shall enroll in the course within one (1) year of his appointment. Those classifications are presently Maintenance Repairer, E.U., Instrument Repairer, Electric Utility, and Electrical Mechanic, E.U., detailed in "APPENDIX B"; and Transformer and Electromobile Equipment Maintainer Trainee, detailed in "APPENDIX D".

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

Section 5. During the term of this Agreement, any changes in the apprenticeship program will be subject to negotiations between the

Utility and Local 210, I.B.E.W.

Section 6. Employees of the Generating Station performing work functions requiring the licensure by the State of New Jersey Department of Labor for operation of a steam pressure vessel will be allowed reasonable time off to attend designated state licensure training classes. Said employees shall give their supervisor reasonable notice in advance of their desire to attend such classes. Reasonable notice in this instance is considered to be not less than five (5) working days advance notice. Management has the right to deny attendance until adequate manpower is available or scheduling changes can be made. Management has the right to limit attendance to the course during the normal scheduled work day.

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

ARTICLE SEVENTEEN  
PROBATIONARY EMPLOYEES

New employees shall remain probationary until after completion of six (6) months of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the Utility. Discharges during the probationary period shall only be subject to the last step of the grievance procedure and are inarbitrable. The rate of pay during such probationary employment shall not be less than the minimum rate of pay for the employees' classification in the wage schedule.

ARTICLE EIGHTEEN  
TEMPORARY ASSIGNMENTS

Section 1. Any regular employee temporarily assigned to a classification having a higher wage scale than his basic scale shall receive a wage determined as the first step of the temporary assigned classification, except for the upgrading of Fuel Handler (Final Step) or Power Plant Helper (Final Step) to the positions of Maintenance Repairer, Instrument Repairer, and Power Generating Plant Repairer, in which case the second step will apply, for a minimum of four (4) hours. Any employee assigned for a period in excess of four (4) hours shall receive eight (8) hours at said higher rate. It is not intended to avoid the posting of necessary permanent positions by utilizing the temporary assignment provisions.



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

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

Section 4. Any employee serving in a temporary upgraded capacity of work leader or higher classification covered under this agreement for a month or more, shall be credited with this time for wage adjustment purposes if he becomes permanent in the position. Such time shall not be used for seniority purposes.

## ARTICLE NINETEEN

### HOURS AND WORKING CONDITIONS

Section 1. The work week shall consist of seven (7) consecutive days beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday. The work day shall be the period of twenty-four (24) hours starting and ending at midnight. Every effort shall be made by the Utility to assure the employees of an eight (8) hour work day and a forty (40) hour work week.

Section 2. (a) Non-rotating employees shall work five (5) consecutive days, Monday through Friday, starting normally at 8:00 a.m.

(b) Shift change for non-rotating employees.

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

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

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

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

Section 4. Days of Rest.

(a) For rotating shift personnel and Dispatcher Watchmen, the first day of rest will be the first day the employee is scheduled to be off during the week between Saturday midnight and the following Saturday midnight. The second day of rest will be the second day the employee is scheduled to be off during the same period.

(b) For all other employees, Saturday will be considered the first day of rest, and Sunday the second day of rest.

Section 5. Rotating Shift Employees.

(a) Rotating shift employees shall work five (5) days of the seven (7) day work week according to their schedules.

(b) Rotating shift employees who are temporarily assigned from their regular shift to another shall be paid the applicable overtime rate for the first day of work on the new shift on which he works.

This provision shall apply only to the first change of schedule and does not apply when returning to the original shift.

(c) A rotating shift employee who is assigned to another shift on other than a temporary basis will be paid the applicable overtime rate for the first day on the new shift, on which he works.

(d) Rotating shift employees on the night shift who lose one hour of work due to change from standard to daylight saving time shall be given the opportunity to make up that hour by continuing work on maintenance from 8:00 a.m. to 9:00 a.m. on the next Monday at straight time.

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

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

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

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

## ARTICLE TWENTY

### STORMY WEATHER

Section 1. Construction personnel shall not normally be assigned outdoor work during stormy weather; however, this shall not preclude assignments in any type of weather under emergency or other unusual conditions. During inclement weather, men normally assigned to outdoor work may be given related inside work assignments.

Section 2. Trucks or other vehicles may be loaded or unloaded during stormy weather as usual if such vehicles and the loading area are sheltered. Personnel may unload such materials as may be delivered by truckers or other common carriers for which sheltered unloading is not possible. Employees in vehicles are not considered to be working in stormy weather; under such conditions, employees may be dispatched to their normal work location.

Section 3. Meter Readers will not be required to work out-of-doors during heavy rain, snow or sleet or in any severe weather conditions which could be considered as detrimental to the health or safety of the employee. The above shall not affect meter connects or disconnects that are necessary.

## ARTICLE TWENTY-ONE

### OVERTIME

Section 1. Time and one-half shall be paid for all overtime in excess of eight (8) hours on any work day. If an employee works on the first unscheduled day of the work week, the rate shall be one-and-one-half times the regular rate of pay; if an employee works on the second

unscheduled day of the work week, the rate shall be at double time. The Utility shall distribute overtime as equitably as possible and in the best interest of the service requirements of the Utility. When practicable, overtime shall be held to within classification.

Section 2. When an employee works two consecutive eight (8) hour shifts, the applicable overtime rate shall be paid for one of the eight (8) hour shifts.

When an employee has completed sixteen (16) continuous hours of work, he shall receive an eight (8) hour rest period without compensation. If this rest period involves any part of his normally scheduled work day, he shall lose no time or pay thereby.

Section 3. If an employee is called back to work within two (2) hours after completion of an eight (8) hour shift, the sixteen (16) hour maximum work period shall be computed from the start of the eight (8) hour shift, except that he may continue a job in progress up to two additional hours.

Section 4. Bridge Time. (See Article 23, Section 6)

Section 5. The Utility and the Union have agreed to the following policy with regard to Overtime Accounting:

(A) All employees contacted shall be charged the same amount of overtime as the employee who worked, unless one of the following exceptions is applicable:

(i) An injured employee will not be charged.

(ii) An employee absent during his last scheduled shift because of illness will not be contacted (except in emergency) or charged.

(iii) An employee absent during his last scheduled shift because of vacation will not be contacted (except in emergency) or charged.

(iv) If the dispatcher reaches a family member and the employee is unavailable, he will not be charged providing the incident is the first encountered during the accounting week.

(v) Overtime charges may be altered for just cause.

(B) All employees eligible for overtime work will be contacted. Disabled employees will be held ineligible until they have presented a doctor's statement certifying their availability for normal duties.

(C) Overtime lists will be prepared weekly. The new list shall be posted for one week prior to utilization.

## ARTICLE TWENTY-TWO SHIFT PREMIUM

Section 1. A shift premium shall be paid to any employee who is regularly scheduled for work on afternoon or night shifts as follows:

For hours worked on the afternoon shift, there will be paid a premium of \$0.56 per hour, effective January 1, 1989, for the year 1989; and \$0.58 per hour, effective December 31, 1989, for the year 1990. For hours worked on the night shift, there shall be a premium

of \$0.58 per hour, effective January 1, 1989, for the year 1989; and \$0.60 per hour, effective December 31, 1989, for the year 1990.

(a) Where Sunday is a regularly scheduled basic workday, employees shall be paid a premium for all regularly scheduled Day Shift hours. For hours worked on the regularly scheduled Day Shift, they will be paid a premium of \$.54 per hour, effective January 1, 1989 for the year 1989, and \$.56 per hour effective December 31, 1989 for the year 1990. This premium is for shift workers exclusively.

Section 2. For the purpose of applying shift premium, shifts shall be identified as follows:

(a) The AFTERNOON SHIFT shall consist of those hours worked between 3:00 p.m. and 1:00 a.m.

(b) The NIGHT SHIFT shall consist of those hours worked between 11:00 p.m. and 9:00 a.m.

(c) The DAY SHIFT shall consist of those hours worked between 7:00 a.m. and 5:00 p.m.

Section 3. Control Room Operators working the Night Shift as defined in subparagraph 2(b) above, shall be paid a special dispatcher premium of \$.05 per hour.

ARTICLE TWENTY-THREE

CALL-OUT TIME

Section 1. If an employee, covered by this Agreement, is called out for work at a time other than his regular work period, he shall be paid the prevailing overtime rates but with a minimum pay equivalent to five (5) hours pay at straight time, provided he performs any work assigned to him within classification.

Section 2. The minimum pay provision shall apply to prearranged work, unless it continues into the regular work schedule.

Section 3. To qualify as prearranged work, notification shall be given prior to the end of the preceding work period.

Section 4. If an employee is on the property of the City of Vineland Electric Utility and is asked to work within one hour of starting time, the employee will be compensated with two (2) hours of straight time compensation. Said time will not accrue toward a meal allowance.

Section 5. Bridge Time. When an employee is called out and works into a period five (5) hours before his normal starting time, the time between the time that the overtime assignment ends and his normal starting time begins shall be bridged for time only. If the resulting hours number sixteen (16), the employee shall be afforded eight (8) hours rest without loss of pay.



ARTICLE TWENTY-FOUR

MEALS

Section 1.

(a) Overtime continuing beyond normal work period:

Employees shall be entitled to a meal after two (2) hours beyond their normal quitting time. Thereafter, they shall be entitled to one meal following each additional four (4) hour period of work.

(b) Overtime starting two (2) or more hours before normal work period and continuing into normal work period [Example: Employee will be entitled to two (2) meals if he starts more than two (2) hours before his normal schedule and works a minimum of four (4) hours of his basic shift].

Employee shall be entitled to the next meal at his regular meal time, provided no employee shall be delayed beyond six (6) hours in receiving such meals.

(c) Overtime starting within two (2) hours before normal work period and continuing into normal work period:

Employee shall be entitled to breakfast except as stated in Article 23, Section 4.

(d) Employee scheduled to work will only earn meals after completing an eight (8) hour shift on the first and second days of rest. [For accounting purposes only, one (1) meal shall be credited for the first eight (8) hours worked on the first and second days of rest.]

Section 2. The cost of meals shall average not more than \$4.00 per meal. Meals not eaten shall not be paid for, but all meals earned shall be included in the calculation of the average cost reviewed quarterly. In the event such quarterly review of meal costs discloses that the average meal cost to the City exceeds \$4.00 per meal, then a maximum limit of \$4.00 per meal shall become effective. All meals shall be approved and scheduled by the Division Superintendent or his designee prior to taking such a meal.

Section 3. Call-Out Overtime: Employees shall be entitled to a meal following each four (4) hour period of work. However, employees shall be entitled to the first meal not more than six (6) hours beyond the previous meal eaten before reporting. It is understood that this meal will be provided as soon as practicable after reasonable emergency repairs have been completed.

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

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

Section 6. Adverse Conditions: Adverse conditions which necessitate emergency overtime of a continuous nature, employees shall be entitled to a meal following each four (4) hour period of work.

Section 7. The one-half (1/2) hour lunch period for non-rotating shift workers will normally fall as close to noon as practicable. Under special circumstances, the lunch period may occur between the hours of 11:30 a.m. and 1:30 p.m.

ARTICLE TWENTY-FIVE  
HOLIDAYS AND PERSONAL LEAVE DAYS

Section 1. Holidays

(a) If a holiday falls on an employee's regular work day, he shall receive straight time wages based on his regular rate of pay for each of the following holidays:

- |                            |                             |
|----------------------------|-----------------------------|
| (1) New Years Day          | (8) Labor Day               |
| (2) Martin Luther King Day | (9) Columbus Day            |
| (3) Lincoln's Birthday     | (10) Veteran's Day          |
| (4) Washington's Birthday  | (11) General Election Day   |
| (5) Good Friday            | (12) Thanksgiving           |
| (6) Memorial Day           | (13) Day After Thanksgiving |
| (7) Independence Day       | (14) Christmas              |

(b) An official holiday shall be the period from twelve (12:00) o'clock midnight of the day of official observance.

(c) When an employee is called upon to work on such designated official holiday, he shall be paid, in addition to his regular straight time, one-and-one-half (1½) times his regular rate of pay for all hours worked on such holiday, falling within his normally scheduled working hours.

(d) Holiday pay shall not be allowed an employee unless

he is working during the week in which the holiday falls, and is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different work weeks, except in case of proven illness or injury substantiated by a medical certificate.

(e) Should a designated legal or official holiday be observed on one of the employee's regularly scheduled basic work days within his normal working period while he is on vacation, said holiday shall not be counted as a vacation day.

(f) When a holiday falls on a Saturday or Sunday and the official observance is on the preceding or the following day, holiday time will be allowed only on the day of official observance.

(g) Consistent with the policy covering vacation and sick leave allowance, holiday pay shall apply to employees holding temporary appointment, pending examination for permanent employment but shall not apply to employees holding temporary, emergency or seasonal positions.

(h) These provisions apply only to the above-listed holidays.

(i) Each employee of the Utility shall be entitled to the fourteen (14) above-designated holidays per year with pay at straight time, except as specified in paragraph 1(c) of this Article.

(j) Regular employees covered by this Agreement who work on one of the holidays recognized by this Agreement shall be paid at two-and-one-half (2½) times their normal rate.

(k) All rotating shift workers shall be considered as day

workers on their first and second days of rest, if such days are holidays.

(1) All employees shall receive equal benefits from declared one-half (1/2) day holidays.

(m) When the Mayor of Vineland declares a holiday in addition to those provided for by contractual terms, all physical workers of the Vineland Electric Utility shall be benefitted equally.

## Section 2. Personal Leave Days.

(a) The Utility grants three (3) personal leave days annually for each employee, subject to the following conditions. Personal leave days shall be granted by the Utility upon three (3) days prior written request of the employee submitted to the Head of his Department. Said request shall be granted, at the discretion of the Division Head, so long as the employee's absence can be granted without interference with the proper conduct of the Department. In the event special, extraordinary circumstances exist, the three (3) day written notice provisions hereof may be waived at the discretion of the Division Head, or his designee. Personal leave days shall not accumulate. If an emergency requires calling into work of an employee from a scheduled and approved personal leave day, or if the employee voluntarily makes himself available for work during an emergency on a scheduled and approved personal leave day, then in that event, his personal leave day shall be rescheduled.

(b) The above applies to new employees, except that they may not use these earned days until the completion of ninety (90) days employment with the City. In the event that special extraordinary circumstances exist, the employee may use said personal days prior to the completion of said ninety (90) day employment upon approval of the Division Head or his designee. Should an employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year.

(c) Personal leave days are administered in the following manner: Anyone on the payroll between January 1 and April 30 for 30 days will earn one (1) personal leave day; Continuous employment from May 1 to August 31 will earn one (1) additional day; Continuous employment from September 1 to December 31 will earn an additional personal leave day until one year has been completed.

## ARTICLE TWENTY-SIX

### VACATIONS

Section 1. All permanent employees of the Vineland Electric Utility 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 (1) working day's vacation for each month of service;

Upon completion of 1 year of service through 6 years of service - 12 days;

Upon completion of 6 years of service through 13 years of service - 15 days;

Upon completion of 13 years of service through 19 years of service - 20 days;

Upon completion of 19 years of service and to retirement - 25 days.

(a) Effective January 1, 1990, all permanent employees of the Vineland Electric Utility, upon completion of 27 years of service and to retirement, shall receive 30 days annual leave for vacation purposes with pay in and for each calendar year.

Section 2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Electric Utility business, as determined and approved by the Division Superintendent 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.

Section 3. Any provisional employee pending examination for permanent employment shall receive one (1) working day's vacation for each month of service from his date of probationary employment to his date of permanent employment, provided, however, that this shall not apply to temporary, seasonal, or emergency employees.

Section 4. In determining the annual leave for vacation pur-

poses to which any employee of the Electric Utility shall be entitled, credit shall be given for all continuous full-time service or permanent part-time service which such employee shall have served, whether the same shall have been under a provisional or permanent position of employment with the Vineland Electric Utility, or the City of Vineland, or the former Borough of Vineland, or the Township of Landis, and for all non-continuous permanent services prior to June 11, 1953. Part-time service shall be credited proportionately.

Section 5. An employee's rate of vacation pay shall be based on the employee's regular rate of pay, exclusive of overtime, which was earned when the vacation accrued, except where vacation was delayed at the Utility's request.

Section 6. All vacations shall be granted so far as practicable, in accordance with the desires of the employee, but it is not intended that he shall lose vacation benefits when he cannot be spared from duty.

Section 7. If an emergency requires the calling into work of an employee from his vacation, or he voluntarily makes himself available for work during an emergency, his unused vacation shall be rescheduled.

Section 8. Should a holiday be observed on one of the employee's normally scheduled work days while he is on vacation, he shall be entitled to an additional day off.

Section 9. Vacation pay will be granted to employees resigning from the Utility, provided they have given at least two weeks notice



prior to their resignation. The number of vacation days to be granted will be the proportional number accrued during the year of resignation. If an employee is eligible for vacation pay allowance at time of death, the Utility will pay an equivalent compensation for any unused vacation to the employee's designated beneficiary.

Section 10. Vacation, if scheduled before the last quarter of the year for the month of December is not taken due to illness or injury, a carry-over of up to one (1) week may be taken in the first quarter of the following year.

Section 11. The above applies to new employees, except that they may not use these earned days until the completion of ninety (90) days employment with the Utility. In the event that special extraordinary circumstances exist, the employee may use earned and accrued days prior to the completion of said ninety (90) day employment upon approval of the Division Head or his designee. Should an employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year.

Section 12. An employee who commences employment during the first fifteen (15) days of the month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16th) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation. This section applies to all new employees who commence employment after January 1, 1989.

## ARTICLE TWENTY-SEVEN

### WORK LEADERS

Section 1. Working foremen shall be designated as Work Leaders and are expected to perform all unit work as well as supervisory duties. They shall be designated by the Electric Utility management on the basis of qualifications required by management of a Supervisor. Where qualifications are equal, the senior employee shall be given preference.

Section 2. Inasmuch as one of the primary functions of the Work Leaders is to maintain and be responsible for production standards, quantitatively and qualitatively, any failure to so perform may result in removal of the individual from this classification.

Section 3. While such Work Leaders may join the Union and shall be permitted to do unit work without limitation, any conduct of such Work Leaders inconsistent with the exercise of proper supervisory functions shall result in removal of the individual from this classification.

Section 4. An Electric Utility crew, temporarily operating without a Work Leader for a period in excess of one week, shall be assigned an interim Workleader to fill said temporary vacancy at the discretion of management.

## ARTICLE TWENTY-EIGHT

### SUPERVISORS

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

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

Section 3. Unit work is defined as that work performed by employees in "EXHIBIT A" Classifications.

## ARTICLE TWENTY-NINE

### TIME TO ATTEND MEETINGS

Employees of the Utility and members of the Union's Committee will be allowed reasonable time off to attend meetings with Utility officials. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. The Utility will pay these men at their regular rates for the time lost from their regular work when attending such meetings. It is understood, however, that except for the foregoing, nothing shall be done which will interfere with the regular work of any Utility employee. Any member of the Union negotiating

committee who is a scheduled shift worker will be excused from working a scheduled shift on the same day immediately preceding or immediately following the joint negotiating meeting. Vacation days and/or days of rest will be rescheduled if they coincide with Utility authorized meetings.

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

#### ARTICLE THIRTY

#### PHYSICAL DISABILITY

Section 1. In the event an employee with twenty (20) years or more service becomes unable to perform his normal duties because of permanent partial physical disability (whether compensable otherwise or

not), the Utility may provide him with such related work as the incapacitated employee can do.

Section 2. In the event an employee with twenty-five (25) years or more of service becomes unable to perform his normal duties because of permanent partial physical disability, whether compensable or not under the Worker's Compensation Act, the Utility will provide him with such related work as the incapacitated employee is capable of performing. The determination as to whether a disabled employee is capable of performing said related work is to be made by the Utility's designated or accepted physician. If the assignment is to a lower grade job, he shall receive at the time of such assignment a special rate equal to not less than seventy-five (75%) percent of his rate at the time the disability started. The special job rate shall be effective until the rate for his new classification reaches his special rate, after which he will advance with the classification.

#### ARTICLE THIRTY-ONE

##### INJURY ON THE JOB/INJURY LEAVE

Section 1. Any employee covered by this Agreement who sustains an injury while on the job will be compensated for time lost in having the injury attended to in an amount not exceeding two (2) hours if such injury requires professional medical attention. If, in the opinion of the attending physician, the employee should not return to work for the

balance of that shift, the employee is to draw pay not to exceed the balance of work time remaining on that shift at the employee's regular straight time rate for the day on which the injury occurred.

Section 2. If an employee is incapacitated and unable to work because of any injury sustained in the performance of his utility work, as evidenced by certificate of a Utility designated physician or other doctor acceptable to the Utility, he shall be granted, in addition to his annual sick leave with pay or any accumulation thereof, leave of absence with pay for a period of one hundred and eighty (180) days or so much thereof as may be required, as evidenced by certificate of the Utility designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

Section 3. If at the end of such period, the employee is unable to return to duty, a certificate from the Utility designated or accepted physician 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 combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.

Section 4. During the period in which the full salary or wages of any employee on disability leave is paid by the City of Vineland, any worker's compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll

for such employee or shall be assigned to the City of Vineland by the insurance carrier or the employee.

Section 5. Whenever the City designated or accepted physician shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Section 6. Any employee on injury leave, resulting from injury while on duty, shall continue to accrue sick leave credits while he remains on the payroll.

Section 7. Employees may not be gainfully employed during the period of injury leave.

Section 8. An employee shall have the duty to advise the City when the designated City physician has determined that he is available for "other light duties."

## ARTICLE THIRTY-TWO

### LAYOFFS

When a layoff because of lack of work in the bargaining unit is imminent, the Utility will notify the Union and immediately arrange a meeting to determine the exact procedure to be followed, giving recognition to all seniority provisions.

ARTICLE THIRTY-THREE  
LAYOFF PROCEDURE GUIDE

Section 1. In the event it becomes necessary to reduce the work force in any department because of lack of work, the displacement or movement of employees shall be in accordance with seniority and shall be in the inverse order of the usual progression in that department.

Section 2. Beginning with the classification and the work area where the surplus work force exists, those employees of that classification in that work area having the most seniority shall replace those employees of the same classification having the least seniority in the department. The displaced employees will then be reduced to the next lower classification.

Section 3. This process shall continue until a work force surplus develops in the lowest classification in the department. If a surplus work force exists in the lowest classification, the surplus employees may displace employees having less service in an equivalent classification in other departments provided they can perform the duties of the job in the opinion of the management subject to the grievance and arbitration procedure.

Section 4. A senior employee can replace a junior employee if he has the proper qualifications to perform the duties of the employee he is replacing. A displaced employee shall accrue seniority and ser-



vice in his new classification in addition to that earned in his higher classification. The seniority or service of an employee transferred to a lower classification shall transcend the seniority or service of other employees in that classification for promotion to the classification from which he came.

Section 5. The recall or reinstatement of employees shall be in the inverse order of the above.

#### ARTICLE THIRTY-FOUR

##### MILITARY LEAVE

Section 1. Any regular and permanent employee who is called into active duty or who volunteers for service in the Armed Forces of the United States in the time of war or emergency, as declared by the Congress of the United States, shall be given a leave of absence for and will accumulate seniority during the length of his military service. Upon the termination of such service, he will be re-employed at rate of pay prevailing for work to which he is assigned at the time of his re-employment, provided, however, that he has not been dishonorably discharged, that there is comparable work available; subject to medical examination at the Utility's expense, he is physically, mentally and emotionally able to perform such work; and he makes written application for reinstatement within ninety (90) days after discharge.

Section 2. Any employee required to be absent from work to attend military duty shall not have his/her compensation offset by military wages earned while absent, in accordance with current Civil Service rules and regulations.

Section 3. Any voluntary extension of military service above basic requirements shall cause loss of seniority and job rights of the employee.

Section 4. In order to effect reinstatement, it may be necessary to reassign, transfer or lay off other employees.

Section 5. Military Leaves are provided to employees of the City of Vineland Electric Utility in accordance with current Civil Service rules and regulations, and the above are a general outline of those benefits provided that commonly affect employees.

#### ARTICLE THIRTY-FIVE

#### LEAVE WITHOUT PAY

Any covered employee desiring leave without pay for personal reasons up to a maximum period of six (6) months shall make a request in writing to the Department Head not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, setting forth the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the Utility. Not more than two (2) employees of the Department may be on

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

ARTICLE THIRTY-SIX  
LEAVE OF ABSENCE - UNION

The Utility will consider a written request for the necessary and reasonable time off, up to a maximum of six (6) weeks annually, without discrimination or loss of seniority rights and without pay, to not more than one (1) employee annually designated by the Union to attend a labor convention or serve in any capacity on other official Union business. Length of time off and reason must be specified. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the discharge of the employee involved.

ARTICLE THIRTY-SEVEN

JURY DUTY

A regular employee who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Utility 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 p.m., the employee is required to telephone the management's office and report to work if requested.

(b) Time lost because of jury service will not be considered time worked for purposes of computing overtime.

(c) The employee must notify his supervisor immediately upon receipt of any communication regarding jury service.

(d) No reimbursement of wages will be made for jury services during holidays or vacations.

(e) At the management's request, adequate proof must be presented of time served on a jury and the amount received for such services.

(f) An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Utility.

## ARTICLE THIRTY-EIGHT

### SAFETY

Section 1. During the term of this Agreement, a Safety Committee composed of representatives from management and labor shall meet at least once every month.

Section 2. Federal, State and Municipal laws and safety rules must be strictly adhered to by the employees and the Utility. Whenever changes in safety rules are to be established, they shall be discussed and agreed to with the Union.

Section 3. Failure by employees to abide by safety regulations will result in disciplinary action.

Section 4. No safety rule shall be promulgated except through this joint committee.

## ARTICLE THIRTY-NINE

### TRANSPORTATION

Section 1. Employees working out of headquarters at various points on the Utility's system shall be transported to and from work on the Utility's time.

Section 2. An employee requested to use his personal transportation shall be paid mileage at the prevailing rate set by the City of Vineland.

## ARTICLE FORTY

### GLOVES, TOOLS, EQUIPMENT AND GLASSES

Section 1. The Utility will furnish working gloves to such employees as regularly need them in the course of their work for the protection of their hands. The Utility shall supply tools and equipment necessary to perform work in which the employees are assigned. The employees receiving them shall be held responsible for their return in good condition, fair wear and tear and reasonable loss expected. The Utility will provide suitable space for storing tools and equipment furnished to employees. The Utility agrees to supply such necessary tools where employees are now using personal tools for Utility work.

Section 2. It is agreed that the Vineland Electric Utility shall supply employees with prescription or non-prescription safety glasses as required. They shall be worn in accordance with safety manual stipulations and will not replace goggles where required. Employees wearing prescription glasses shall verify that their prescription lenses are of the safety type. Details of the prescription safety glass program are available.

Section 3. The City agrees to pay an allowance for coveralls to employees assigned to work as Fuel Handlers, Ash Handlers, those Laborers permanently assigned to the coal gang, and those employees in the Auto Mechanic and Maintenance Man classifications. The allowance is \$60 per employee per annum, pro-rated for the period of an employee's

assignment to the above classification. Payment shall be made: \$30 on or about June 30, and \$30 on or about December 30 of each year.

#### ARTICLE FORTY-ONE

#### ASSISTANCE IN EMERGENCIES

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

#### ARTICLE FORTY-TWO

#### SICK LEAVE

##### Section 1. Service Credit for Sick Leave.

(a) All employees shall be entitled to sick leave with pay as specified hereunder.

(b) 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. 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.

Section 2. Amount of Sick Leave.

(a) The minimum sick leave with pay shall accrue to any full time employee 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.

(b) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 3. Reporting of Absence on Sick Leave.

(a) If an employee is absent for reasons that entitle him to sick leave, his supervisor or his designated representative shall be notified prior to the employee's starting time, unless extraordinary circumstances prevent the employee from notifying the above-designated person.

(i) Failure to so notify his Supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

Section 4. Verification of Sick Leave.

(a) An employee who has been absent on sick leave for five



(5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

(b) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

(c) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(d) In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

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

(f) Sick time, used for illness or injury, of more than thirty (30) consecutive calendar days, which is verified to the Utility by a doctor, shall not be counted in the accumulation of days off requiring a doctor's certificate.

#### ARTICLE FORTY-THREE

##### PAYMENT FOR ACCRUED SICK LEAVE AT RETIREMENT

Section 1. At retirement, the Utility agrees to pay each employee an amount equal to fifty (50%) percent of all accrued sick leave pay up to a maximum amount of \$12,000.

Section 2. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) 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.

Section 3. 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 FORTY-FOUR  
HEALTH AND WELFARE BENEFITS

Section 1. The Utility 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 Utility for all employees and their families. The specific benefits 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 Utility agrees to provide a Prescription Coverage Plan (\$3.00 Co-Pay) for all employees and their families.

Section 3. The Utility also provides a Disability Benefit Plan, Retirement Plan, and Life Insurance Plan, which benefits are provided for between the Union and the Utility. A descriptive folder is available to employees.

Section 4. The Utility also provides, at no cost to the employees, Temporary Disability Insurance with the same benefits as provided by the State program. No benefits payable hereunder shall be retained by any employee in a weekly amount which, together with the remuneration he continues to receive from the Utility, would exceed his regular weekly wages immediately prior to disability.

Section 5. The Utility agrees to provide the customary fee 50/50 New Jersey Dental Plan hereunder.

Section 6. The Utility agrees to pay the full cost of premium

for the health benefit coverage provided under this Article for and during 1989 and 1990 only.

#### ARTICLE FORTY-FIVE

##### BULLETIN BOARDS

The Union may install a bulletin board on the Utility's premises for the posting of notices relating to Union meetings and official business only. Posted notices shall be signed by an elected or appointed official of the Union. Shop Stewards shall be responsible for all correspondence posted on the Union Bulletin Board.

#### ARTICLE FORTY-SIX

##### PAY DAY & SAVINGS ACCOUNT DEDUCTIONS

Section 1. The normal pay day shall be each Friday. Pay will be distributed at established periods for the various departments. Men coming in for their pay on their own time will be paid at their regular place of work and from the normal disburser.

Section 2. The Utility agrees to administer weekly payroll deduction plans for savings accounts in accordance with such rules as may be issued by the Comptroller of the City of Vineland.

## ARTICLE FORTY-SEVEN

### SUBCONTRACTING

Section 1. Work usually performed by employees in the bargaining unit will not be subcontracted if it will result in loss of employment to the regular employees covered by this Agreement.

Section 2. It is not the intent of the Utility to replace employees in the Unit. Should, however, the Utility have more work than can be handled by unit employees, it shall have the right to subcontract. Furthermore, it shall have this right in the event it lacks equipment or manpower qualified, available and willing to do the job.

Section 3. Whenever the Utility plans to contract out a portion of a work project, the intention shall be made known in writing to the Business Manager of the Union before effecting the contract.

## ARTICLE FORTY-EIGHT

### FUNERAL LEAVE

Employees shall be granted special leave with pay in the event of death in the employee's immediate family of up to three (3) days.

"Immediate family" shall be defined as spouse, father, mother, sister, brother, children, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren and grandparents of the spouse.

ARTICLE FORTY-NINE  
WAGES AND CLASSIFICATION

Section 1. The Utility agrees to make effective the following wage increases:

(a) Effective January 1, 1989, an employee's base wage as paid on December 31, 1988, shall be increased by 4% for the year 1989.

(b) Effective December 31, 1989, an employee's base wage as paid on December 30, 1989, shall be increased by 4.5% for the year 1990.

Section 2. The Utility agrees to provide a 44¢ wage adjustment for all Work Leaders at the Generation Station in the following categories:

Work Leader - Red Seal  
Work Leader - Boilers - Red Seal  
Work Leader - Maintenance - Red Seal  
Work Leader - Turbine - Red Seal

It is incumbent upon said employees to present proof of their possession of a current and valid Red Seal License Agreement as a condition precedent to eligibility for said 44¢ special adjustment. Said 44¢ shall be applied to the final step of the rate prior to the application of the annual wage adjustment. This will be a one-time wage adjustment.

Section 3. The wage rate paid for classification in the Electric Mechanic series are subject to adjustment pursuant to conditions as set forth in Appendix B.

Section 4. The specific wages to be paid employees covered by this Agreement shall be the rates and schedules set forth in "EXHIBIT A" attached hereto and made a part hereof.

ARTICLE FIFTY  
SUPPLEMENTS

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

ARTICLE FIFTY-ONE  
TERM OF AGREEMENT

This Agreement, when signed by the UTILITY and approved by the INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, shall become effective January 1, 1989, and shall remain in effect through December 31, 1990, and from year to year thereafter, unless sixty (60) days prior to the current expiration date, either of the parties hereto notifies the other party at interest in writing of its desires to amend or terminate the Agreement.

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

first above written.

CITY OF VINELAND

By *[Signature]*  
MAYOR

*[Signature]*  
CITY CLERK

LOCAL 210 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

By *[Signature]*  
PRESIDENT

*[Signature]*  
BUSINESS MANAGER

NEGOTIATING COMMITTEE:

*[Signature]*

*[Signature]*

 

 

 

NEGOTIATING COMMITTEE:

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*



APPENDIX "A"

VINELAND ELECTRIC UTILITY,  
AND  
LOCAL UNION 210, I.B.E.W.

LINEMAN APPRENTICESHIP PROGRAM

1. An apprentice lineman shall, within one (1) year after becoming an apprentice, enroll in an approved training course (I.C.S. or similar) which shall be taken on the employee's own time and without additional compensation. The Utility agrees to advance the payment of any tuition cost or fee which is charged in order to take the course. The employee agrees and authorizes the Utility to initiate a weekly payroll deduction from the employee's pay in an amount equal to the tuition cost or fee paid by the Utility to be deducted on a prorated basis over the length of the course. Upon satisfactory completion of the course or any part thereof by the employee and the submission of satisfactory evidence of successful completion of the course or a particular part to the Utility, the Utility agrees to refund to the employee any tuition cost or fee that has been deducted from his weekly payroll as provided for above. In the event an employee is removed from the Lineman Apprentice Program by action of the Utility, the Utility agrees to refund any sums which had been deducted to the date of removal. If, however, the employee voluntarily terminates his participation in the Lineman Apprenticeship Program or discontinues taking the approved training course, the Utility shall not be required to refund any monies therefor deducted from the employee's pay and any additional

tuition cost or fee payable shall be payable by the employee. The contents of such course shall be approved jointly by the Utility and Local Union No. 210, I.B.E.W.

2. The Lineman Apprentice Program shall provide for a normal movement from entrance to final step within a period of three (3) years, unless advancement in the program has been delayed by the Utility which reserves the right to evaluate each advancement step of an employee, and in its discretion may determine whether an employee is qualified to advance in the program.

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

Evaluations shall be made every three (3) months of an Apprentice Lineman. These evaluations shall be made by the Utility who will consult with Work Leaders and Journeyman Lineman of the crew in which the apprentice has worked in order to secure such information as may be necessary to complete the evaluation.

3. For the first six months, an apprentice's overtime will be charged to the groundhand overtime list. He may be called in as a helper or an apprentice depending on the job or emergency situation.

4. Apprentices shall be rotated as often as practicable in order to offer varied experiences to the individual.

5. Quarterly meetings shall be held between the Utility and the Union for the purpose of discussion problems that arise in the administration of the apprenticeship program.

6. Apprentices shall not handle or work on hot primary circuits during their first year of apprenticeship.

7. Employees or new hirees shall be prequalified before being admitted to the Lineman Apprenticeship Program. After a one-year period, any apprentice who is unqualified to continue in the apprenticeship shall be removed from the program.

8. An employee's line of progression in the line department shall be Groundhand, Apprentice Lineman (Lineman-Helper), Lineman, and Work Leader.

9. Apprentice time may be extended if any employee has lost time due to prolonged illness or injury. However, seniority as a lineman shall not be lost when said apprentice becomes a lineman and his seniority position shall be so adjusted at that time.

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

APPENDIX "B"

VINELAND ELECTRIC UTILITY  
AND  
LOCAL UNION 210, I.B.E.W.

ELECTRIC MECHANIC APPRENTICESHIP PROGRAM

\*Note: (It is the intent of the following language to supercede in its entirety the Electric Mechanic apprenticeship program Appendix B provision as set forth in prior Agreement No. 7.)

1. In the Distribution Division, combine the Meter and Electric personnel into one unit, and show the titles and wage steps in Exhibit "A" of the contract as follows (Generation will follow the same titles and wages as the Distribution Electricians):

	ELECTRICIANS	&	METER
	6 Mos.		Final
Work Leader	X		X
Electric Mtr. and Relay Mech.			X
Sr. Electric Mechanic	X *		X
* (Step is for upgrading only)			

	ELECTRICIANS	&	METER
	1 Yr.	1 Yr.	Final
Elec. Metering & Relay Mech.			X
Electric Mechanic	X	X	X
Electric Meter Repairer	X	X	X
Electric Meter Worker		X	X
Electric Mechanic Helper		X	X

2. Hire an additional Electric Mechanic Helper so that rotational cross-training would take place on the lowest level first. Cross-training would then include everyone in the above titles. Cross-training would take place in two parts. The first part would be exactly as it is outlined in our November 24, 1986 agreement; i.e. up to second class.

The second part would include cross-training for first class people in the Distribution Division.

3. a. Intra-Divisional cross-training will be specific.
- b. Inter-Divisional cross-training will be general and broad.
4. Second class pay to be equalized.
5. Eventually, two call lists would be established, once cross-training was completed, one list for Distribution, and one list for Generation.
6. Temporary Assignments - Upgrading will be based upon qualifications. The qualified senior person will be the one who has started or completed the new training to become Electric Metering and Relay Mechanic.
7. New Apprentice - The new apprentice must then commit to obtaining an Associates Degree in Electric Technology to be hired. This will replace the ICS Training in order to be prequalified for an Electric Metering and Relay Mechanic.

8. Any employee presently enrolled in the Electric Mechanic Apprenticeship Program as outlined in Appendix "B" of Agreement Number Seven between the City and the I.B.E.W. shall continue to progress through this program to its normal completion. However, these employees will receive the cross-training as outlined in this agreement in addition to the normal apprenticeship program.

9. No. of Employees Eligible for Electric Mechanic Program (First Class) - It is anticipated at this time that six (6) Senior Electric Mechanics (includes one (1) in training), plus two (2) Workleaders-Electric Mechanic will be able to advance into the position of Electric Metering and Relay Mechanic and higher Workleader-Electric Mechanic pay. However, the number of employees able to advance may change based on the future needs of the Utility.

Senior Electric Mechanics and all other lower titles going into the new program will finally be promoted to the Meter and Relay Mechanics once the training program is completed and passed and as the City determines that a vacancy exists. The Senior Electric Mechanic position will be used for temporary upgrades, future promotions, and grandfathering-in.

10. Grandfathered Employees - Existing employees++ who choose to remain in their present position will advance to the existing final step of their title (lower rate).

Those existing employees who choose to advance beyond the grandfather clause must take additional training courses in order to

++ Existing Employee - any employee working for the Utility as of September 25, 1988.

advance to the first class title. The existing employee will have the choice of either taking ICS courses or obtaining an Associates Degree.

The time period for grandfathering-in employees is limited to two (2) years beginning on September 26, 1988.

11. Committee recommends that negotiation for first class salaries take into account the increased technical knowledge needed (especially electronics) in this area. Negotiations should be based on other utility pay scales for communications, relaying, and metering personnel, and a specified program of training.

12. Compensation.

For those employees enrolled in either ICS Training or an Associates Program, the City will pay for the course up front. The employee will assume a weekly payroll deduction as is currently being done with the ICS program.

Once the employee has successfully completed the A.S. program, he shall be reimbursed for the degree. If the employee does not obtain the A.S. Degree, the City will keep the deduction as a reimbursement for the courses worked.

13. Promotional Rights: Stepping

Electric Mechanic Helper (Entry Level)  
Electric Meter Worker  
Electric Mechanic, Sr. Electric Mechanic\*\*, or Electric  
Meter Repairer  
Electric Metering and Relay Mechanic

\*\* At this point, an Associates degree will be required to advance.

14. With the combination of meter and electrical personnel, the City should insure that Civil Service considers the hierarchy of titles promotional and not open competitive above the title of Electric Mechanic Helper.

15. Civil Service should maintain a current list for the Electric Mechanic Helper position.

16. The City should negotiate with the Union and institute these changes as soon as possible so that present Electric Mechanics can be put into cross-training.

At this time, Management has no intention to change our allotment of personnel in each classification. This does not, however, in any way restrict Management rights in selecting and directing the work force.

#### Compensation

For the final step of Workleader Electric Mechanic and the final step of Electric Meter and Relay Mechanic positions, the City and the Union agreed to a wage increase of 57¢ per hour as of January 1, 1989, and an increase of 8¢ per hour as of December 31, 1989, which would be equal to the Lineman rate.

In addition, it was mutually agreed that Ralph Sangataldo would receive an additional 17¢ per hour as of January 1, 1989. This will be a one-time adjustment.



APPENDIX "C"  
VINELAND ELECTRIC UTILITY  
AND  
LOCAL UNION 210, I.B.E.W.

MODIFICATIONS TO THE  
15KV CLASS I AND I RULES

The following modifications to the 15KV Class Gloving Procedures have been agreed upon by the City and the I.B.E.W, Local 210:

I. The following jobs can be safely performed by one (1) Journeyman Lineman in the working position and a qualified man on the ground:

A. Single-Phase Construction.

1. Installing and/or removing cutouts or lightning arrestors.
2. Replacing pin insulators or re-tying primary conductors.
3. Connecting or disconnecting non-current carrying taps (no load).
4. Transfer single-phase construction.

B. Multi-Phase Construction.

1. Refuse blown cutout.
2. Open or close switches, test dead and install line grounds.

II. All other gloving of 15KV shall require two (2) Linemen in the working position with a third qualified man on the ground. (Note: A Lineman-Helper being trained in 15KV Gloving Procedures during his final six months of the apprenticeship program may be the second Lineman in the working position for instructional purposes.)

III. All work performed under the I & I Rules on a pole containing two or more energized primary circuits shall be performed by two (2) Journeyman Linemen in the working position with a third qualified man on the ground.

IV. It is understood that the definition of a "qualified man" shall be a Work Leader, Lineman, or a third year Lineman-Helper.

V. The existing contract schedule and Apprenticeship Program shall be modified as follows:

	<u>1 year</u>	<u>1 year</u>	<u>1 year</u>	<u>6 Mos.</u>	<u>Final</u>
A) Work Leader- Line Department				X	X
Lineman					X
Lineman-Helper	X	X	X		
Groundhand				X	X

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

1. Groundhand - On-the-Job-Training (OJT) pertaining to equipment, materials, rigging, C.P.R. and safety.

2. Lineman-Helper -

First Year - I.C.S. Courses, O.J.T. pertaining to equipment, handling, climbing, work on unenergized circuits, pole-top rescue, and C.P.R.

Second Year - I.C.S. Courses, O.J.T. in equipment, 5 KV work, introduction to hot sticks, climbing, pole-top rescue and C.P.R.

Third Year - I.C.S. Course must be completed prior to progression to the Third Year Level of the Apprenticeship. O.J.T. in equipment, 15 KV work with hot sticks, switching and refusing cutouts, climbing, pole-top rescue, C.P.R., and introduction to Insulate and Isolate Rules. During the final six (6) months, begin 15 KV Gloving under the direction of a Journeyman Lineman in the working position.

C) During the apprenticeship training, each Lineman-Helper will be required to maintain a daily log covering climbing and other training experience. This log shall be initialed daily by the crew leader, and reviewed by the General Foreman at each three months evaluation.

D) Amend Appendix "A" - Lineman Apprenticeship Program, as follows:

1. Paragraph 2 - Change "four (4) years" to "three (3) years."

VI. All Linemen and Workleader-Linemen M/W, Electric Utility shall receive a gloving allowance of 12¢ per hour in the first year of the contract and an additional 12¢ per hour in the second year of the contract.

APPENDIX "D"

VINELAND ELECTRIC UTILITY  
AND  
LOCAL UNION 210, I.B.E.W.

TRANSFORMER AND ELECTROMOBILE EQUIPMENT MAINTAINER  
APPRENTICESHIP PROGRAM

1. Employee to start program as Assistant Transformer and Electromobile Equipment Maintainer and progress through this classification to the title of Transformer and Electromobile Equipment Maintainer.

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

In the event an employee is removed from the Transformer and Electromobile Equipment Maintainer Apprenticeship Program by action

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

The contents of such course shall be approved jointly by the Utility and Local Union No. 210, I.B.E.W.

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

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

4. At the completion of the second year of the Assistant Transformer and Electromobile Equipment Maintainer classification,

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

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