

Number Six

AGREEMENT

BETWEEN

THE CITY OF VINELAND

AND

LOCAL UNION NO. 210

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

(SUPERVISORS' UNIT)

Effective

January 1, 1994 through December 31, 1996



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ARTICLE ONE

PREAMBLE

This "Agreement", dated this 24th day of MAY, 1994, by and between the City of Vineland, a Municipal Corporation of the State of New Jersey, or its successors, together with such City properties as may be acquired, hereinafter referred to as the "City" and Local Union No. 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 City and its employees; to prescribe the rights and duties of the City and its employees; and to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Vineland and its employees. 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

### RECOGNITION

The City recognizes the Union as the sole and exclusive representative of all full-time employees of the City of Vineland as certified to the parties by the Public Employees' Relations Commission, by a Certification of Representation, Docket No. RO-82-34, dated November 17, 1981 as follows:

**UNIT:** All full-time supervisory employees employed by the City of Vineland, but excluding non-supervisory employees, police, confidential employees, managerial executives, and craft employees.

The job classifications covered hereunder shall be those listed in EXHIBIT "A" attached hereto and made a part hereof.

## ARTICLE THREE

### EMBODIMENT OF AGREEMENT

This document constitutes 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 or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

ARTICLE FIVE

LOYALTY - EFFICIENCY - NO DISCRIMINATION

Section 1. Employees of the City agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the City and its interest; that they will cooperate with the City 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 City 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 City agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any City representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this agreement.

Section 5. The Union acknowledges that all actions for recruitment of new employees are not to take place during employee's working time.

## ARTICLE SIX

### MAINTENANCE OF STANDARDS

Section 1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union and, when appropriate, without negotiation with the Union, provided, however, that this Agreement shall be



construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

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

## ARTICLE SEVEN

### ACCESS

Authorized representatives of the Union, whose names shall be filed in writing with the Business Administrator, shall be permitted to visit the City's facilities or the offices of the City for the purpose of processing grievances.

Any duly authorized representative 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, specifying the particulars of the items the Union desires to discuss. 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 City will not be liable for any time lost by employees during such visits.

## ARTICLE EIGHT

### CHECK-OFF AND AGENCY SHOP

Section 1. If authorized voluntarily and in writing to the proper disbursing officer of the City, 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 City, during the month following the filing of such card with the City.

Section 3. In addition, pursuant to N.J.S.A. 34:13A-5.5, the City 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 after the 60th day of a 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 City written notice prior to the effective date of such change.

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

Section 6. The Union shall indemnify, defend and save the City 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 City agrees to cooperate with the

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

ARTICLE NINE  
MANAGEMENT RIGHTS

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

Section 2. The City 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 as 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 State of New Jersey Department of Personnel (Civil Service) appeal procedure shall be followed. Consistent with the State of New Jersey Department of Personnel (Civil Service) procedures, the Director of the Department or his designee shall preside at Department Hearings.

Section 3. The City of Vineland shall have the right at all times to enforce rules, regulations, policies or other statements of procedures 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.

## ARTICLE TEN

### NO STRIKE OR LOCKOUT PLEDGE

Section 1. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty or willful absence of any employees from their positions or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in this Agreement.

Section 3. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the City.

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

#### ARTICLE ELEVEN

#### GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. In the event that any difference or dispute should arise between the City and the Union, or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately. The grievance must be presented in writing within three (3) working days of its occurrence or employee's reasonable knowledge thereof in quadruplicate to the Union Representative, who in turn shall forthwith file one (1) copy with the Business Administrator, one (1) copy with the Department Head, and one (1) copy with the managerial executive who supervises the aggrieved employee. Failure to file his grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

STEP I: Between the aggrieved employee, with or without his Steward and his managerial executive. 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, with his Steward, and his managerial executive. If no satisfactory agreement is reached within three (3) working days, the Union may submit the grievance, in writing, to the third step within five (5) working days from the verbal answer.

STEP III: Between Union Officials, Shop Steward and Department Head of the respective Department. 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, Department Head, the Business Administrator, and/or his designee. At this step an International Representative may be present to assist only. If no satisfactory agreement is reached within ten (10) working days, the matter may be referred to arbitration by the City or the Union, within thirty (30) days of the fourth step answer.

Section 2. Either party 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. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by the parties.

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 City answer.

Section 4. It is specifically understood and agreed that this grievance procedure, including the arbitration provisions thereof, shall not be applicable if the alleged 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 salary, hourly rate or incentive rate 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  
CONFLICTING REGULATIONS

Any specific or general provision of this Agreement not-withstanding wherever a provision of this contract is determined to be in conflict with the Civil Service Law of the State of New Jersey, or with rules, regulations or procedures thereunder, the Civil Service Law, regulations, rules and procedures shall be controlling, subject to review by normal grievance or judicial process.

ARTICLE THIRTEEN  
PROMOTIONS AND PROMOTIONAL PAY

Subject to the approval of the Business Administrator or his designee, an employee, when he is promoted so as to assume additional responsibilities or duties, from one class or title to another having a higher salary range, then his salary shall be increased to the minimum of the new range or by five (5%) percent of his then current base salary, whichever is higher.

The Business Administrator or his designee shall determine what is a promotion and whether the employee is entitled to the "Promotional Pay" provided for above. The Business Administrator shall base his determination upon the increased responsibilities and complexities of the additional

duties. Neither an increase in the volume of the same type of work now being performed or length of service in a classification will be considered as a basis for promotion.

Furthermore, a change in job classification, per se, is not necessarily a promotion.

#### ARTICLE FOURTEEN 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. This shall not be construed, and nothing in this agreement shall be construed, as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time by employees covered hereunder. Work weeks shall normally be comprised of an eight (8) hour day and forty (40) hour work week, a seven and one-half (7½) hour work day for those with a thirty-seven and one-half (37½) hour work week, and a seven (7) hour work day for those with a thirty-five (35) hour work week.

Section 2. As far as practicable, non-rotating employees shall normally work five (5) consecutive days, Monday through Friday. It is understood and mutually agreed that because of the operating needs of various City departments, other schedules of work weeks are also necessary outside of the normal work week defined above, and the City shall not be limited in determining such schedules by the foregoing

language.

Section 3. Employees within this unit are supervisory personnel of the City of Vineland. It is anticipated that because of their position they are emulated by subordinates at the work station. This obligates the supervisors to exemplify deportment and behavior becoming their status with adherence to the management principles of the administration including the rules and regulations regarding hours of work and work station conditions of employment. This includes compliance with the Federal regulations imposed by the Fair Labor Standards Act; and the Administration's policy toward preapproved overtime.

#### ARTICLE FIFTEEN

#### OVERTIME

All work performed in excess of eight (8) hours, seven and one-half (7½) hours, or seven (7) hours per day, as the case may be, or forty (40) hours per week shall be considered overtime and shall be paid for at the rate of time and one-half the regular hourly rate of pay. If an employee works on the second unscheduled day of the work week, the rate shall be at double time. However, no overtime shall be worked nor shall any overtime be payable unless said overtime has been specifically authorized by the Department Director or other appropriate managerial executive prior to its being worked.

Overtime shall be compensated in one-quarter (1/4) hour units, fractional portions being counted as a full quarter (1/4) hour. No payment shall be made for an initial period of less than fifteen (15) minutes. Further, the City may, at its discretion, allow or require an employee to take compensatory time at time and one-half in place of paid overtime.

Employees shall continue to have the option of receiving payment in cash or compensatory time off in those departments where such option is the current practice. Compensatory time shall be utilized within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Department Director or other managerial executive and Business Administrator.

## ARTICLE SIXTEEN

### CALL IN PAY

Section 1. Any regular employee called in on a scheduled day off or from between work shifts shall be entitled to be paid the prevailing overtime rates but with a minimum pay equivalent of five (5) hours at straight time. This guarantee does not apply to prearranged overtime during the employee's normal work week. Prearranged overtime means overtime planned and arranged in advance. However, no call in shall be permitted nor shall any call in pay be payable unless said call in has

been specifically authorized by the Department Director or other appropriate managerial executive prior to its being worked.

Section 2. Management Calls

Supervisor's Unit (Unit 3) management personnel called upon to resolve work station emergencies during the hours of 12:00 midnight to 6:00 a.m. will be compensated at the rate of two (2) hours straight time pay for calls related to a specific emergency. The two (2) hour rate of compensation will be considered full compensation for all calls related to specific emergency during the two (2) hour period from commencement of the first call.

ARTICLE SEVENTEEN

MEALS

Section 1. City agrees to provide a meal allowance for all employees called in for special emergency overtime (not prearranged overtime or overtime worked in the ordinary course of the performance of an employee's duties) of seven dollars and fifty cents (\$7.50) per meal, reimbursed per standard City voucher system within thirty (30) days or use the City meal ticket policy.

Section 2. Employees shall be entitled to a meal following each four (4) hour period of work when special emergency overtime of a continuous nature occurs. It is understood that this meal will be provided as soon as practicable after reasonable emergency conditions have been

resolved.

ARTICLE EIGHTEEN

HOLIDAYS AND PERSONAL LEAVE DAYS

Section 1. Holidays.

(a) The legal paid holidays which are recognized for the purpose of this Agreement are as follows:

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

(b) When an employee is called upon to work on such designated 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.

(c) 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.

(d) Should a designated 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.

(e) Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holidays which fall on a Sunday shall be celebrated on the following Monday.

Section 2. Personal Leave Days.

(a) The City shall grant three (3) personal leave days for each employee, subject to the following conditions. Personal leave days shall be granted by the City upon three (3) days prior written request of the employee submitted to the Director of his Department, or his designee. Said request shall be granted, at the discretion of the Department's Director, or his designee, 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) 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 NINETEEN

### VACATIONS

All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided: Up to one (1) year of service, one working days' vacation for each month of service; after one (1) year of service and through six (6) years of service, twelve (12) working days' vacation; after the completion of six (6) years and through thirteen (13) years of service, fifteen (15) working days' vacation; after the completion of thirteen (13) years of service and through nineteen (19) years of service twenty (20) working days' vacation; and after the completion of nineteen (19) years of service, through twenty-seven (27) years of service, twenty-five (25) working days' vacation; after the completion of twenty-seven (27) years of service, through retirement thirty (30) working days' vacation.

Where in any calendar year the vacation or any part

thereof is not granted and taken by reason of pressure of the City's business, as determined and approved by the employee's Department Head or his designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

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

All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. Employees shall submit vacation requests in writing, in advance of the vacation period, to their Department Heads or their designees, who shall approve or disapprove said request depending upon the then-existing pressure of City business and the need for the employee's presence. Requests shall not be unreasonably denied. Preference for vacation time shall be given in order of seniority.

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

## ARTICLE TWENTY

### TIME TO ATTEND MEETINGS

Members of the bargaining unit, who, by mutual agreement between I.B.E.W. and the City of Vineland, participate during working hours in conferences and meetings with

the City which involve or derive from its collective bargaining agreement, shall suffer thereby no loss of pay. Members of the bargaining unit shall be allowed one-half (1/2) hour prior to and one-half (1/2) hour after the conference is over as excused time from their work assignment. They shall give their supervisor reasonable notice in advance of their desire to attend such meetings. It is understood, however, that, except for the foregoing, nothing shall be done which shall interfere with the work of any City employee and/or Department.

Vacation days will be rescheduled if they coincide with City-authorized meetings. The Union agrees to take all steps necessary to insure that this time is within reasonable limits.

#### ARTICLE TWENTY-ONE

##### LAYOFFS

When a layoff, for any reason, in the bargaining unit is imminent, the City will notify the Union and immediately arrange a meeting to determine the exact procedure to be followed.

#### ARTICLE TWENTY-TWO

##### MILITARY LEAVE

Section 1. Leave shall be granted to employees to fulfill the special military requirements of regular annual

active duty for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid his regular pay during the period of his military training.

Section 2. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

#### ARTICLE TWENTY-THREE

##### 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 for the purpose of attending the funeral. "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 spouse. Further, to be eligible for use of funeral leave, the employee must attend the funeral services.

#### ARTICLE TWENTY-FOUR

##### LEAVES OF ABSENCE

##### General Leave

Any permanent employee desiring leave without pay for

personal reasons shall make a request in writing to the Director of the Department in which he is employed, not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City's Business Administrator who shall review all recommendations for leaves of absence as submitted by the Department Director.

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

#### Maternity Leave

1. With Pay - Permanent employees shall be entitled to utilize any accumulated sick leave during the time prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification and approval by the Department of Administration. The City may consider granting, in extenuating circumstances, additional use of sick leave not to exceed two (2) months, upon presentation of a doctor's statement setting forth the necessity therefor. Employees who have accumulated vacation leave and/or compensatory time may use such time for maternity purposes.

2. Without Pay - Permanent employees who have no earned or accumulated vacation leave, sick leave or compen-

satory time, may be granted a leave of absence for maternity purposes prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification. Leaves may be granted or denied at the discretion of the City's Business Administrator who shall review all recommendations for leaves of absences as submitted by the Department Director.

Therefore, the leave of absence would require a certification from the employee's physician as to the length of time the employee is required to be on said leave of absence without pay, which in no case will be granted for more than a one-month period after the expected date of childbirth. In extenuating circumstances, additional leave of absence without pay not to exceed two (2) months will be granted upon presentation of a doctor's statement setting forth the necessity therefor.

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

4. Family Leave Act.

Pursuant to the Family and Medical Leave Act of 1993 (FMLA), which went into effect on August 5, 1993 and for employees covered by a current collective bargaining agreement (February 5, 1994), employees who have worked at

least 1,250 hours during the preceding 12 months are eligible to receive an unpaid leave of absence for a period not to exceed 12 weeks in any 12 month period.

Leave may be taken only for the following reasons:

1. Employee's own serious health condition.
2. The birth or adoption of a child.
3. The serious health condition of a family member (i.e. child, parent or spouse)

Eligible employees must provide prior notice to the Department Head if requesting a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

ARTICLE TWENTY-FIVE  
LEAVE OF ABSENCE - UNION

The City will consider a written request for the necessary and reasonable time off, up to a maximum of two (2) 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 TWENTY-SIX

### 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 City the difference between his job rate for eight (8) hours, seven and one-half (7½) hours or seven (7) hours as the case may be, and the daily jury fee, subject to the following conditions:

(a) When jury service is completed prior to 1:00 p.m., the employee is required to telephone the management's office and report to work if requested.

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

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

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

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

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



## ARTICLE TWENTY-SEVEN

### TRAVEL ALLOWANCES

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

Section 2. Mileage Allowance. The City agrees to provide, subject to rules and regulations of the Business Administrator, maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The maximum mileage allowance rate will be twenty eight (\$.28) cents per mile, the current Internal Revenue Service rate, or as otherwise justifiably modified or adjusted by the Business Administrator.

Section 3. Annual Car Allowance. Certain employees who are required to use their personal automobiles in the ordinary course of the performance of their City duties may be entitled to an annual car allowance as set forth in EXHIBIT "B" attached hereto. This allowance shall be for any and all expenses related to the operation of the employee's motor vehicle and no other allowance shall be paid by the City for mileage or usage except when such an employee travels outside

the City of Vineland on authorized City business when mileage as specified in this Article Twenty Seven, Section 2, shall be paid. Any employee not working a full year shall be entitled to a pro-rated car allowance based on the actual number of days worked by said employee compared to working a full year.

Because of the revision by the Federal Internal Revenue Service, the City in cooperation with the Union and employees has arranged for payment of the quarterly Car Allowance by payroll check. Accordingly, payment shall be made in the last payroll period for which the allowance is due with the exception of any allowance due in the month of December. Such allowance to be made in the first payroll period of the month of December.

#### ARTICLE TWENTY-EIGHT

##### UNIFORM REIMBURSEMENT, ADVANCED TRAINING AND SAFETY

Section 1. Nurses Uniforms. The City agrees to pay each employee who is classified as "Director, Public Health Nursing Service", and "Public Health Nurse Supervisor", the sum of \$400.00 per annum as a nurses uniform reimbursement. The City shall reimburse employees within this classification a flat rate of \$400.00 per person, per year, upon the submission by the employee of a paid receipt for nurses uniforms. All such employees shall wear nurses uniforms while carrying out the duties of their position. If such employee works for less

than one full year, then such amount shall be pro-rated for the period employed.

Section 2. College Courses. When the City requests an employee to take a course and designates the course to be taken, then the City shall pay the employee for any tuition fees, book costs or other direct out-of-pocket expenses incurred in the completion of said course. City agrees that if the City requests an employee to undertake special duties and said employee must obtain a new license, then the City will pay the cost of any issuing fees to obtain said license.

Section 3. College Credits for Nurses. The City recognizes that the advanced training and education of those employees classified as "Director, Public Health Nursing Service", and "Public Health Nurse Supervisor", is beneficial to the citizens of the City of Vineland. Therefore, the City agrees to pay for any tuition fees, book costs, or other direct out-of-pocket expenses incurred in the completion of sixteen (16) college credits per year for such employees, provided the course is job-related and has been approved by the employee's department head in writing prior to the enrollment in said college course. In order to be entitled to receive the above-mentioned reimbursement expenses, the employee must submit a certificate of successful completion to the department head. Furthermore, the course must be taken other than during working hours, and said reimbursement for college credits shall not accumulate.

Section 4. Safety Shoes. Safety toe shoes meeting the requirements and specifications in American National Standard for Personnel Protection-Protective Footwear (ANSI Z41-1983) shall be worn by employees within the following departments as a condition of employment:

Department of Streets and Roads  
Shade Tree Division

Department of Public Buildings and Grounds  
Parks Division

Department of Public Buildings and Grounds  
Division of Public Buildings and Grounds

Recreation Commission

Electric Utility

Water-Sewer Utility

The City shall reimburse employees within these departments at a flat rate of \$55 per person per year, upon the submission by the employee of a paid receipt meeting the requirements and specifications in American National Standard for Personnel Protection-Protective Footwear (ANSI Z41-1983) as evidenced by attachment of the OSHA/ANSI approval which shall be attached to the receipt.

Section 5. Safety Glasses - It is agreed that the City of Vineland shall supply employees with prescription or non-prescription safety glasses as required. They shall be worn in accordance with safety manual stipulations and will not replace goggles where required. Employees wearing prescription glasses shall verify that their prescription lenses are of the

safety type. Details of the prescription safety glass program are available. Safety glasses shall be provided as the prescription reads for lenses only.

Section 6. Coverall/Uniform Allowance - The City shall reimburse to the employees assigned to work in the Mechanic Foreman classification in the Streets and Roads Department, a coverall/uniform allowance of \$80.00 per person, per year, upon the submission by the employee of a paid receipt for said coverall/uniform.

Section 7. Disposable Coveralls - The City will provide the employees in the following classification with disposable coveralls with the consent of the Department Head:

Health Department - Environmental Health Coordinator/  
Industrial Hygienist

#### Section 8. Training

(a) The City believes strongly that advanced education is of benefit to both the employee and the City. The City further acknowledges the commitment of both time and effort by the employee. Therefore, the City agrees to reimburse the cost of tuition for courses preapproved by management and considered relevant to the employee's present position which requires an undergraduate degree or a graduate degree or a foreseeable future position which requires an undergraduate degree or a graduate degree. The City feels it is reasonable to limit the reimbursement to tuition and books only. The cost of supplies, traveling, and the class time shall be the responsibility of the employee. This is an incentive for the employees to develop

managerial, professional level skills to meet the requirements of classifications. This proposal is for reimbursement for training to the employee only when reimbursement is available to the extent that City funds are available.

Remedial courses required shall be the responsibility of the employee.

Approved courses shall be subject to reimbursement upon the employees successful completion of courses with a minimum grade of 2.5 or 75 or C+.

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

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

(b) City employees shall make every effort to attain certification in their respective classification; e.g. licensed professional engineer and/or boiler operator.

(c) Employees may be called upon by management to teach, instruct or otherwise participate in on-site informal or formal training programs authorized by management.

ARTICLE TWENTY-NINE

SICK LEAVE

Section 1. Service Credit for Sick Leave.

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

(2) Sick Leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of their position. Sick Leave may be used by employees who are unable to work because of:

1. Personal illness or injury
2. Exposure to contagious disease
3. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A: 1-1.3 as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative.
4. Death in the employee's immediate family for a reasonable period of time. The employee is limited to a maximum of three (3) days in the case of death of the immediate family.

(3) Whenever an employee in the classified Civil Service is disabled through injury or illness as a result of or arising from his employment as evidenced by a certificate of a City-designated physician or physician acceptable to the City, 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 three

hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by certificate of the City designated physician or physician acceptable to the City, but not longer than a period of which worker's compensation temporary disability payments are allowed. If at the end of such three hundred sixty-five (365) day period the employee is unable to return to work, a certificate from either the City-designated physician or physician acceptable to the City shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment. During the period in which the full salary or wages of any employee on disability leave is paid by the City of Vineland, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Vineland by the insurance carrier or the employee.

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

Furthermore, if an employee, during the period of his disability, is fit to perform "other" light duties,



the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by the City-designated physician or other physician acceptable to the City.

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

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

#### Section 2. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full-time employees on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year, as set by N.J.A.C. 4A:6-1.3, as long as the employee is actively employed. If the employee terminates, the fifteen (15) working days shall be pro-rated at the rate of one and one-fourth (1 1/4) days per each full month of employment.

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

#### Section 3. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that

entitle him to sick leave, his department head shall be notified prior to the employee's starting time.

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

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

#### Section 4. Verification of Sick Leave.

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

2. In case of leave of absence due to exposure to contagious disease, a certification from a City designated physician or physician acceptable to the City shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of per-

forming his normal duties and that his return will not jeopardize the health of other employees.

Section 5. Payment of Accrued Sick Leave at Death. The City will pay upon the death of an active employee an amount equal to fifty percent (50%) of all accrued and unused sick leave pay up to a maximum of \$15,000.00.

## ARTICLE THIRTY

### RETIREMENT

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

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

Section 3. At retirement, the City agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave pay up to a maximum amount of \$15,000.

Section 4. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) accumulated unused sick days times the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his employment, prior to the effective date of his retire-

ment; provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

Section 5. Payment shall be made promptly, if funds are available, but no 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 THIRTY-ONE

#### HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance, as set forth below. This coverage shall be fully paid by the City for all employees and their families. The specific benefits being provided are New Jersey Blue Cross and New Jersey Blue Shield coverage, Series 14/20; Rider "J"; Major Medical Insurance; all more specifically provided for and explained in a brochure from New Jersey Blue Cross/Blue Shield, or equivalent benefits.

Section 2. The City also agrees to provide a Prescription Coverage Plan (\$3.00 co-pay) for all employees and their families.

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

Section 4. The City agrees to provide the customary fee 50/50 New Jersey Dental Plan, but in no event shall the monthly employee composite premium cost for such coverage be in excess of \$19.02. All premium cost increases in excess of

\$19.02 per employee per month shall not be the responsibility of the City. The City also provides group prepaid Dental Plans: Delta-Flagship Health Systems, Inc. and OraCare Dental Plan with premium limitation therefore as identified above.

Section 5. The City agrees to pay the full cost of premiums for the health benefit coverages provided under this Article for and during the life of this Agreement.

Section 6. Any change in Health Care Benefits granted to I.B.E.W., Unit No. 2, if any, will be granted to this group during the term of this contract.

Section 7. Upon an employee's retirement, he shall be entitled to receive all of the then Basic Prescription Coverage Plan, as described in Section 2 above, provided by the City of Vineland at the expense of the City of Vineland for the shorter of the following periods:

(a) A maximum of five (5) years for employees retiring with twenty five years of service.

A maximum of ten (10) years for employees retiring with thirty years of service.

(b) When said retired employee obtains employment having comparable Basic Prescription Coverage as described in Section 2. (Once the job is obtained, the benefits terminate even if the employment terminates within five years.)

(c) When the retired employee becomes eligible for a Federal or State subsidized prescription/ pharmaceutical program.

## ARTICLE THIRTY-TWO

### BULLETIN BOARDS

Section 1. The City agrees to furnish bulletin board space to be used exclusively by the Union for the posting of notices relating to Union meetings and official business only.

Section 2. The Union agrees to limit its posting of notices and bulletins to such bulletin board.

Section 3. All bulletins or notices shall be signed by a local Union Officer or his designee.

Section 4. Union Bulletin Boards shall be maintained in a neat and orderly fashion by the Shop Stewards.

## ARTICLE THIRTY-THREE

### PAY DAY & SAVINGS ACCOUNT DEDUCTIONS

Section 1. The normal pay day for all employees shall be each Friday. In the event of an emergent situation, the City will contact the Union to advise them of the emergency for the purpose of reaching a resolution. Pay will be distributed at established locations for the various departments. Those employees who shall be on vacation on the normal payday shall be paid on Thursday, upon request in accordance with procedures of the Comptroller's Office.

The City reserves the right to alter the hour or time period during which pay checks are distributed to employees.

Section 2. The City 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 THIRTY FOUR

#### WAGES

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

(a) Effective January 2, 1994 (for the year 1994), an employees base wage for the period ending January 1, 1994, shall be increased by 4.5%.

(b) Effective January 1, 1995 (for the year 1995), an employee's base wage for the period ending December 31, 1994, shall be increased by 5%.

(c) Effective December 31, 1995, (for the year 1996), an employee's base wage for the period ending December 30, 1995 shall be increased by 4.75%.

Section 2. The City reserves the right, with the consent of the Union, which consent will not be unreasonably denied, to grant wage increases to employees covered by this Agreement during the term of this Agreement in the event special circumstances exist which require such an adjustment in order to maintain the quality of the City's work force.

ARTICLE THIRTY-FIVE


TERM OF AGREEMENT

This Agreement, when signed by the CITY and approved by the INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, shall become effective January 1, 1994, and shall remain in effect through December 31, 1996, and from year to year thereafter, unless sixty (60) days prior to any 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 this 24th day of May, 1994.

CITY OF VINELAND

LOCAL 210 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

By:   
Mayor

By:   
President

ATTEST:

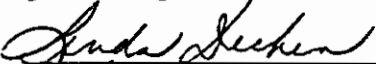
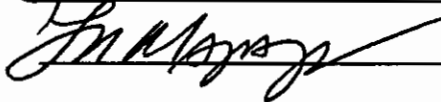
ATTEST:

  
City Clerk

  
Business Manager

Negotiating Committee:

Negotiating Committee:


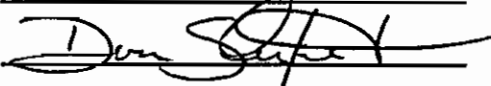



  
  
  
  




EXHIBIT "A"

JOB CLASSIFICATIONS

ASSISTANT CHIEF STATIONARY ENGINEER  
ASSISTANT ENGINEER  
ASSISTANT ENGINEER, E.U.  
ASSISTANT HEALTH OFFICER  
ASSISTANT MUNICIPAL TAX COLLECTOR  
ASSISTANT PURCHASING AGENT  
ASSISTANT SUPERINTENDENT,  
ELECTRIC DISTRIBUTION  
ASSISTANT SUPERINTENDENT,  
ELECTRIC GENERATION  
ASSISTANT SUPERINTENDENT RECREATION  
ASSISTANT WATER SEWER UTILITY  
SUPERINTENDENT

BUILDING SUB-CODE OFFICIAL

CHIEF ACCOUNTANT  
CHIEF CLERK  
CHIEF EMERGENCY MEDICAL TECH/PARAMEDIC  
CHIEF STATIONARY ENGINEER  
COORDINATOR, FEDERAL/STATE AID/COST  
ESTIMATOR PROPERTY IMPROVEMENTS

DIRECTOR, DATA PROCESSING  
DIRECTOR, NEIGHBORHOOD PRESERVATION PROGRAM  
DIRECTOR, PUBLIC HEALTH NURSING SERVICE

ENVIRONMENTAL HEALTH COORDINATOR/  
INDUSTRIAL HYGIENIST

FISCAL OFFICER

GENERAL SUPERVISOR, ELECTRIC DISTRIBUTION  
GENERAL SUPERVISOR, POWER PLANT

MUNICIPAL DIRECTOR OF WELFARE  
MUNICIPAL RECYCLING COORDINATOR

OFFICE SERVICES MANAGER  
OFFICER SUPERVISOR

PRINCIPAL ASSISTANT ASSESSOR  
PRINCIPAL PLANNER  
PRINCIPAL SANITARY INSPECTOR  
PROJECT COORDINATOR, CONSTRUCTION  
PUBLIC HEALTH NURSE SUPERVISOR  
PURCHASING AGENT

SENIOR ENGINEER, E.U.  
SENIOR INTERCONNECTION TECHNICIAN, E.U.  
SUPERINTENDENT OF RECREATION  
SUPERVISING ELECTRIC MECHANIC  
SUPERVISING ENGINEERING AIDE  
SUPERVISING EMERGENCY MEDICAL TECHNICIAN  
SUPERVISING ENGINEER  
SUPERVISING ENGINEER, E.U.  
SUPERVISING INTERCONNECTION  
TECHNICIAN, E.U.  
SUPERVISING MECHANIC  
SUPERVISING PLANNER  
SUPERVISOR OF ACCOUNTS  
SUPERVISOR OF CUSTOMER SERVICE  
SUPERVISOR, PARKS  
SUPERVISOR, RECREATION MAINTENANCE  
SUPERVISOR, ROADS  
SUPERVISOR, TREES  
SUPERVISOR, WATER METER READER  
SUPERVISOR, WATER

TECHNICAL ASSISTANT CONSTRUCTION  
OFFICIAL/ASSISTANT ZONING OFFICER

ZONING OFFICER

EXHIBIT "B"  
ANNUAL CAR ALLOWANCE

As provided in Article Twenty-Seven, Section 3, the following full time employees are entitled to an annual car allowance set forth below:

ASSISTANT HEALTH OFFICER	2,800.00
BUILDING SUB-CODE OFFICIAL	2,800.00
CHIEF SANITARY INSPECTOR	2,800.00
COORDINATOR FOR FEDERAL AND STATE AIDE/ COST ESTIMATOR	2,800.00
DIRECTOR, PUBLIC HEALTH NURSES SERVICE/ COORDINATOR, LONG TERM ALTERNATE CARE	2,800.00
ENVIRONMENTAL HEALTH COORDINATOR/ INDUSTRIAL HYGIENIST	2,800.00
HEALTH OFFICER	2,800.00
MUNICIPAL DIRECTOR OF WELFARE	2,800.00
PRINCIPAL SANITARY INSPECTOR	2,800.00
PUBLIC HEALTH NURSE, SUPERVISOR	2,800.00
TECHNICAL ASSISTANT CONSTRUCTION OFFICIAL/ ASSISTANT ZONING OFFICER	1,400.00 *
ZONING OFFICER	2,800.00

\* The employee in this title has a dual title. A pro-rated portion of work time associated with zoning variances require site inspections, therefore, the employee is entitled to 50% of the car allowance.

