

AGREEMENT

BETWEEN
THE CITY OF VENTNOR CITY
ATLANTIC COUNTY
NEW JERSEY



AND

COMMUNICATIONS OPERATORS REPRESENTED BY THE
TEAMSTERS LOCAL UNION NO. 929

Affiliated with

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



TERM OF CONTRACT:

JANUARY 1, 2013 TO DECEMBER 31, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
-	Preamble	2
1	Union Recognition	2
2	Management Rights	2
3	Maintenance of Work Operations	4
4	Non-Discrimination	4
5	Employee Representation	5
6	Visitation	6
7	Personnel Files	6
8	Grievance Procedure and Arbitration	7
9	Dues Deduction and Agency Shop	10
10	Work Week	12
11	Overtime	12
12	Salaries	13
13	Longevity	14
14	Holidays	14
15	Vacations	15
16	Sick Leave	17
17	Injury Leave	19
18	Maternity Leave	20
19	Jury Duty	20
20	Bereavement Leave	21
21	Leave of Absence	22
22	Educational Leave	22
23	Seniority	23
24	Hospitalization Insurance	24
25	Clothing	29
26	Meal Breaks	29
27	Legal Aid	29
28	Separation	30
29	Hiring Additional Employees	30
30	Probationary Employees	30
31	Separability and Savings Clause	31
32	Fully Bargained Agreement	31
33	Duration of Agreement	32

PREAMBLE

This Agreement, made this 14th day of February 2013 between *The CITY OF VENTNOR CITY*, Atlantic County, New Jersey (hereinafter referred to as “City”), and *TEAMSTERS LOCAL UNION NO. 929*, a representative of certain employees of the City (hereinafter referred to as “Union”), represents the complete and final understanding on all negotiable issues between the City and the Union.

ARTICLE 1 UNION RECOGNITION

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

B. The word “employee” shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE 2 MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To establish rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed

for any particular time and task, and to be in sole charge of the quality and quantity of the work required.

3. The right of management to promulgate, maintain and amend such reasonable employee rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any appropriate disciplinary action against any employee for good and just cause according to law.

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

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

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

ARTICLE 3
MAINTENANCE OF WORK OPERATIONS

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

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

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

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

ARTICLE 4
NON-DISCRIMINATION

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

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

ARTICLE 5
EMPLOYEE REPRESENTATION

SHOP STEWARD

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

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

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

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

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

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

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

G. The Union must notify the City as to the names of stewards and alternates and accredited representatives of the Union.

H. The Stewards and alternates shall be permitted to visit employees during working hours at their work stations for the purpose of discussing Union representation matters by obtaining permission from the head of the Department.

ARTICLE 6 VISITATION

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

ARTICLE 7 PERSONNEL FILES

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

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

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

1. An appointment must be made with the Chief of Police or the designee.
2. Nothing may be removed from the personnel file.
3. Nothing may be written by the employee on any papers in the personnel file.

4. The employee, if so requested, may be accompanied by the Union Shop Steward or alternate.

5. The employee may photocopy his/her personnel file and the contents therein provided that the employee shall pay the reasonable cost of copying.

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

E. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his/her file and said response shall be placed in the employee's individual file.

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

ARTICLE 8 **GRIEVANCE PROCEDURE**

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

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

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee to the Union on behalf of an individual employee or group of employees, from the interpretation, application, or violation of polices, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed and shall not be processed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law.

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

Step One: The aggrieved or the Union shall institute action in writing under the provisions hereof within fifteen (15) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the difference between the aggrieved employee(s) and the Immediate Supervisor for the purpose of resolving the matter informally. Failure to act within fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

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

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

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the Arbitrator shall be borne equally by the City and the Union. Any other expense, including but not limited to the presentation of the witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the Arbitrator to decide, as to preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him concerning the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

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

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

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

ARTICLE 9
DUES DEDUCTION & AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

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

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of change and shall furnish to the City either new authorizations from its members indicating the authorized deduction for each employee, or any other official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

E. A written dues authorization may be withdrawn in accordance with N.J.S.A. 52:14-15.9e as amended, or may be amended.

F. The City agrees to deduct the fair share fee from earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the New Jersey Public Employment Relations commission.

H. The fair share fee services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair share shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Union to engage in lobbying activities designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other

conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, to the City and to all employees with the bargaining unit, the information necessary to compute the fair share fee for services enumerated above.

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

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

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

ARTICLE 10
WORK WEEK

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

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

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

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

ARTICLE 11
OVERTIME

A. The city agrees that overtime shall be given to all employees by this Agreement for all hours worked in excess of eight hours in a day or forty hours in a week. When possible there shall be a minimum of two (2) hours when there is to be any overtime.

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

C. An employee may elect to receive overtime compensation in the form of pay up to an annual limit of one hundred sixty (160) hours. Any overtime earned in excess of the one hundred and sixty (160) hours shall be in compensatory time.

D. When an employee is called to work, he shall be guaranteed a minimum of two (2) hours of compensation. However, this shall not apply to work contiguous with the employee's normal workday.

E. When an employee is called in to work pursuant to section D above, provided there is work to be done, the City may require the employee called in to work for the full two (2) hours.

F. Overtime shall be distributed as equitably as possible, as long as the employee is available and has the ability to perform overtime work.

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

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

K. Employees shall be entitled to seven (7) calendar days notice for changes in regularly scheduled days off and shifts. Any employee required to work on a regularly scheduled day off or shift without seven (7) days notice shall be compensated at the overtime rate.

ARTICLE 12
SALARIES

A. Effective January 1, 2013, the annual base salary to be paid to the bargaining unit members shall be as follows;

	2013	2014	2015	2016
Temp & 1 st year of service	\$32,996	\$33,656	\$34,329	\$35,016
Starting 2 nd year of service	\$36,912	\$37,650	\$38,403	\$39,171
Starting 3 rd year of service	\$42,515	\$43,365	\$44,232	\$45,117
Starting 4 th year of service	\$48,212	\$49,177	\$50,160	\$51,163
Starting 5 th year of service	\$54,792	\$55,888	\$57,006	\$58,146
Starting 7 th year of service	\$58,740	\$59,915	\$61,113	\$62,335

B. In addition, if a dispatcher is designated to handle scheduling, that dispatcher's base pay will include an additional \$1,000.00 stipend.

C. Salary levels and seniority shall be based upon date of employment.

ARTICLE 13
LONGEVITY

Each employee covered by this agreement shall receive, in addition to his/her base salary, a longevity increment as follows:

Completed years of Continuous & Uninterrupted Service	Amount
After five (5) years of service	2% of base salary
After ten (10) years of service	4% of base salary
After fifteen (15) years of service	6% of base salary
After twenty (20) years of service	8% of base salary
After twenty-five (25) years of service	10% of base salary

ARTICLE 14
HOLIDAYS

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

New Years Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day	Veteran's Day
Lincoln's Birthday	Good Friday
Memorial Day	Thanksgiving Day
July 4 th	Friday after Thanksgiving
Labor Day	Christmas Day

B. All employees shall receive the above listed Holidays, provided they were employed at the time the holiday occurred, to be taken upon approval of the Chief of Police or designee, providing their absence does not interfere with the manpower needs of the Department.

C. All members shall enjoy three (3) Personal Holidays per year, to be taken at the employee's option, provided that the employee's absence does not interfere with the manpower needs of the department. These personal days shall not be cumulative.

D. All Holidays and Personal Holidays shall be used by April 1 of the following year. If manpower prevents the employee from using these days by April 1 of the following year the Chief of Police is authorized to extend that time limit.

E. Except subject to the declaration by the Chief of Police of the existence of an emergent situation personal days cannot be canceled without a seven (7) day notice.

F. Employees may sell back any unused holidays up to an annual maximum of six (6) days, at the employee's then current per diem base salary rate. Employees electing to sell back any unused holidays pursuant to this section shall be required to give notice of said election to the Chief of Police by October 1st identifying the holidays the employee desires to sell back. Any holidays sold back pursuant to this section will be payable in the first pay period of December.

ARTICLE 15
VACATIONS

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

YEARS OF SERVICE	VACATION DAYS
First 12 months of service	One Day for each month of service
Two (2) years to four (4) years of service	Twelve (12) working days
Five (5) years to nine (9) years of service	Fifteen (15) working days
Ten (10) years to nineteen (16) years of service	Twenty (20) working days
Seventeen (17) yrs to twenty (20) yrs of service	Twenty-two (22) working days
Twenty (20) years or more of service	Twenty-seven (27) working days

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

C. Vacation Scheduling Procedure:

1. Vacation time shall be bid upon between December 15th and December 31st for the subsequent calendar year and will be granted based upon seniority with employees being permitted the option of holding back no more than five (5) vacation days to be used during the subsequent year upon approval by the Chief of Police, which shall be determined no later than January 31st of the next year. Failure to use these vacation days will result in the loss of the balance of the vacation days. These floater vacation days shall be approved by the Chief of Police provided sufficient manpower exists regardless of any other stipulations regarding the scheduling of vacation time. These requests will be handled on a first come first serve basis. In the event that two (2) or more requests are received at the same time, the requests will be handled based upon seniority.

2. Nothing precludes an employee from selecting vacation time in January of the next year. January vacation requests will be submitted to the Chief of Police between December 1st and December 7th of the preceding year for approval consideration by December 15th.

3. In the event that an employee is experiencing a protracted illness at the time of their scheduled vacation, said employee shall have the right to reschedule their vacation to a time that does not conflict with the manpower needs of the department. Also, if said employee is carrying unused vacation days over to the next year, the employee shall only bid on those unused days after the initial bidding for their respective shift has been completed by all employees on that shift. Seniority preference does not apply to the carry over days unless two (2) or more members are rebidding carry over days. "Protracted illness" is defined as an illness that causes an employee to be absent from work no less than five (5) days.

4. Nothing contained herein shall prevent the employee from working overtime while on vacation if the member desires to do so if requested. The employee may not be called to duty while on vacation except in the case of an emergency as determined by the Chief of Police.

D. Employees shall have the option of purchasing up to 40 hours of additional vacation time. Employees opting to purchase the additional time shall have the cost of the additional vacation time deducted from their bi-weekly pay in equal installments. The additional vacation time will be calculated based upon the employee's hourly wage as of the first pay of January for the year in which the vacation time is purchased. Employees purchasing the additional vacation time may schedule the time only after all employees of the bargaining unit has chosen their regular vacation time. This additional vacation time shall be subject to the same rules for scheduling vacation time as regular vacation time as determined by the Chief of Police. This additional vacation time may not be accrued and must be used by the employee by the end of the calendar year it was purchased and unless the employee was denied to take the time because

of manpower constrains, in such cases the Chief of Police is authorized to extend that time limit. Requests to purchase this additional vacation time in 2013 shall be made by March 15, 2013 with 20 equal installments starting with the 1st pay of April 2013. Thereafter the requests to purchase this additional vacation time shall be made by December 15 of the preceding year.

ARTICLE 16
SICK LEAVE

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

B. Sick leave shall be granted to employees on the following basis:

1. Eligible (full-time) employees will accrue sick leave benefits at the rate of one (1) working day for every month of service during the first calendar year of service, and fifteen (15) working days every continuous calendar year thereafter.
2. Specifically, where employees have left the City's employ and subsequently were re-employed, the date of re-employment is to be used as the employee's service date with the City for purposes of crediting sick leave. Other employees shall receive sick leave pursuant to Civil Service rules and regulations.
3. Employees may borrow up to Ten (10) sick leave days in case of emergency with the approval of the Chief of Police on a case by case basis.

C. The City Clerk will receive attendance records for each employee upon which there will be recorded the total sick leave for each employee. All absences will be maintained upon these records and all sick leave earned and copies supplied to the Finance Chairman and City Treasurer/Comptroller.

D. Annual sick leave may be allowed to accumulate indefinitely to provide for medical conditions that may require an extensive leave of absence. However, there will be entitlement

for pay of accumulated sick leave upon honorable termination of employment in the amount of one (1) day for every two (2) days accumulated with a maximum payment upon retirement or honorable termination of employment in the amount of fifteen thousand dollars (\$15,000.00)

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

F. Employees who do not use any sick time in a calendar year will receive \$300.00 and employees who use only 1 day of sick time shall receive \$100.00, payable in a separate check on the second pay day of January of the following year.

G. Employees may be eligible, under certain circumstances to receive donated sick leave. The Chief of Police may permit employees to receive sick leave donations from other employees under this policy if;

1. The employee has completed at least one year of continuous full-time service to the Department.

2. The employee suffers from a serious health condition or injury* or is needed to provide direct care to a member of the employee's immediate family who is suffering from a serious health condition or injury*; and which has caused or is likely to cause, the employee to;

(a) Go on leave without pay status; or

(b) Terminate City employment

3. The employee's absence and the use of shared sick leave are justified

4. The employee has depleted or will shortly deplete his or her vacation leave, personal leave, sick leave, holiday leave and all compensatory time.

5. The employee has abided by all personnel rules regarding sick leave use.

*As per definition provided in the Family and Medical Leave Act (FMLA) Guidelines.

The employee shall not receive, in donations, a total of more than 180 days or its hourly equivalent of donated leave under this provision. In the event that the serious illness or injury is changed to a work related injury and all the used sick leave days gets returned to the employee, all the donated sick leave days will also be returned to the employee who originally donated them.

Procedures:

An employee may submit a written request to the Chief of Police seeking approval for eligibility for donated sick leave time which shall not be unreasonably denied. An employee's family and/or supervisor may submit a request on behalf of an employee who is unable to submit the request. The request shall include medical verification from a physician concerning the nature of the condition and anticipated duration of the disability resulting from serious illness or injury.

When the Chief of Police has approved an employee as a leave recipient, he or she shall, with the employee's (or employee's family/supervisor's) consent, circulate a memorandum containing the name of the employee who needs donated leave and the amount of leave needed to encourage donations.

Employees are prohibited from threatening or coercing or attempting to threaten or coerce another employee on his/her behalf or on behalf of another employee for the purposes of interfering with employee rights involving donating, receiving or using donated leave time. Such prohibited acts shall include but are not limited to, promising to confer or conferring benefits such as a promotion or salary increase or making threats to engage in any act of retaliation against an employee.

ARTICLE 17
INJURY LEAVE

- A. Injury leave shall be granted with full pay to employees temporarily disabled through illness or injury arising as a result of and in the course of their respective employment subject to review by a physician of the City's choice.
- B. Said injury leave for temporary disability shall be governed by the relevant statutes of the State of New Jersey and more particularly the Workman's Compensation statute under Chapter 15, Title 34 of the Revised Statutes.
- C. Said injury leave shall extend for the time period set forth on said statutes.
- D. During the period within which an employee is entitled to receive injury leave pay, the City shall give the employee his full salary payment. In return, the employee shall surrender any compensation, disability or other payment, made to the employee from the City's Workman's Compensation Carrier or other compensation received from any City paid insurance, for salary to the City.
- E. Any employee who is injured while working, whether light or severe, must report immediately to his immediate supervisor.
- F. Any employee covered under the provision of this Agreement shall, as soon as practicable, but in no event later than five (5) calendar days after a physical injury has occurred, file a

workman's compensation petition, and forward a copy of said petition to the City. Failure to do so shall render this provision for payment of salary void, and said salary cease forthwith.

G. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

H. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

I. If the City can prove that an employee has abused privileges under this Article, the employee will be subject to disciplinary action by the City. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the City to the extent provided within this agreement.

ARTICLE 18
MATERNITY LEAVE

A. Maternity leave without pay may be granted to an employee with a minimum of one (1) year's of service.

B. It shall be the responsibility of any employee on maternity leave to advise the City Clerk of the date of return to work one (1) month prior to returning.

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

ARTICLE 19
JURY DUTY

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

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

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

ARTICLE 20
BEREAVEMENT LEAVE

A. 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay in the amount of five (5) working days.

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

B. 1. In the event of death of a grandchild, the employee shall be granted time off without loss of pay in the amount of three (3) working days

2. In the event of death of an uncle, aunt, niece, nephew, stepparent or cousin in the first degree, the employee shall be granted one (1) day funeral leave without loss of pay.

C. Such bereavement leave, at the sole discretion of the Chief of Police, be extended beyond the day(s) specified in Sections A, B, and C above either without pay or chargeable against the employee's sick leave. Said option of taking the day without pay or chargeable against the employee's sick leave shall be at the discretion of the employee. If additional working days are requested under this section, it shall be at the discretion of the Chief of Police.

D. Bereavement leave shall not constitute sick leave and shall not be deducted from the employee's annual sick leave or vacation leave, except as provided for in section C above.

ARTICLE 21
LEAVE OF ABSENCE

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

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

ARTICLE 22
EDUCATION LEAVE

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

ARTICLE 23
SENIORITY

- A. Straight seniority shall prevail particularly as to lay-offs and re-employment.
- B. Should it be necessary to lay-off employees because of lack of work or financial difficulties, the City shall resort to strict seniority, which means the last employee hired shall be the first employee laid off.
- C. The City agrees to give at least forty-five (45) days notice whenever making lay-offs. Written notice to the Shop Steward and affected employees shall be given whenever possible. All employees laid off shall receive four (4) weeks severance pay.
- D. All employees of the City shall be credited with seniority from date of employment within the bargaining unit, which shall be called employment seniority. If the employee comes from a different city department or agency that is not part of this Collective Bargaining Unit, their prior city service shall not be counted for any contractual or seniority benefit privilege.
- E. The City, when recalling laid-off employees, shall notify the Shop Steward and the employees in writing. Notice to the employees shall be personally delivered or mailed to the employees last known address by certified mail with return receipt requested, and the employee shall have five (5) working days from the date of receipt of such notice to respond to such recall notice.

ARTICLE 24
HOSPITALIZATION INSURANCE

A. The City agrees to continue to provide health insurance coverage equal to or better than any health insurance coverage provided to any Ventnor City employee or Ventnor City employee group. Coverage will continue for all employees and the dependents of those employees currently covered by this Agreement with a \$15.00 co-pay.

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

C. The City agrees to continue to provide Major Medical Insurance at the City's expense.

D. It is agreed that the City has the right to change the carrier(s) of its insurances. It is further agreed that if a change in carriers or plans is made, the coverage and benefits to the employees shall be at least equal to those benefits provided to Ventnor City Police Officers.

E. The City agrees to provide a deductible prescription card system for each employee and his/her dependents. As per the following schedule:

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

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

One examination, one set of lenses and frames or contact lenses every 12 months up to a four hundred (\$400.00) dollar benefit per year and shall not be subject to any co-pay until the \$400.00 has been exhausted.

G. The City agrees to provide a minimum Dental Plan, either by reimbursement or mandatory use of participating dentists if such dentist-participating plan exists, for each employee and his/her dependents. Effective 1/1/2013 the annual maximum per covered person is \$1,200.00. Effective 1/1/2014 the annual maximum per covered person will increase to \$1,500.00. Such Dental Plan includes orthodontic coverage for adults and children. Such orthodontic coverage shall be a 50% co-pay program with a lifetime maximum of \$1,500.00 per member of the family.

H. Any increases in benefits that the City gives other employees of the City of Ventnor shall also be given to employees covered by this Agreement.

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

J. Benefit waiver stipend – The City agrees to pay a health benefit waiver stipend of five thousand (\$5,000) dollars if an employee covered by this Agreement agrees to waive participation in the City’s health benefit plan, provided said employee agrees to be excluded for the entire calendar year and can document that the employee’s spouse has health benefit coverage. Employees waiving participation shall receive payment in twelve (12) equal monthly installments to be paid at the end of each month. Employees and their covered dependents may re-enter the City health benefits plan at any time with no re-enrollment penalty if spouse’s coverage is eliminated involuntarily.

K. (1) Employees will make payments towards the Premium costs of the provided health insurance coverage pursuant to Chapter 78, P.L. 2011. The employee contribution will be made pre-tax as a Section 125 plan contribution. The year 1 payment as indicated in the below chart will start with the first pay of 2013 and the subsequent years 2-4 will continue annually effective the first pay of each subsequent year thereafter until the completion of the year 4 payment. The percentage of premium amounts will be based upon the price of the premium effective on January 1 of each year. Upon completion of the year 4 payments all payment requirements will expire and payments will cease unless otherwise required by State Law or subsequent contractual agreements.

(2) New employees hired after January 1, 2013 will make the payments as listed in year 4 pursuant to Chapter 78, P.L. 2011 unless otherwise changed by State Law, through the end of year 4.

(3) Employees who have waived health benefits coverage are not subject to the payments towards Premium costs pursuant to Chapter 78, P.L. 2011.

(4) The City shall provide the Union proof of the Premium amount for each category of coverage, according to the below charts, prior to each year’s payments commencing.

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000- 24,999.99	1.38%	2.75%	4.13%	5.50%
25,000- 29,999.99	1.88%	3.75%	5.63%	7.50%
30,000- 34,999.99	2.50%	5.00%	7.50%	10.00%
35,000- 39,999.99	2.75%	5.50%	8.25%	11.00%
40,000- 44,999.99	3.00%	6.00%	9.00%	12.00%
45,000- 49,999.99	3.50%	7.00%	10.50%	14.00%
50,000- 54,999.99	5.00%	10.00%	15.00%	20.00%
55,000- 59,999.99	5.75%	11.50%	17.25%	23.00%
60,000- 64,999.99	6.75%	13.50%	20.25%	27.00%
65,000- 69,999.99	7.25%	14.50%	21.75%	29.00%
70,000- 74,999.99	8.00%	16.00%	24.00%	32.00%
75,000- 79,999.99	8.25%	16.50%	24.75%	33.00%
80,000- 94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000- 29,999.99	1.13%	2.25%	3.38%	4.50%
30,000- 34,999.99	1.50%	3.00%	4.50%	6.00%
35,000- 39,999.99	1.75%	3.50%	5.25%	7.00%
40,000- 44,999.99	2.00%	4.00%	6.00%	8.00%
45,000- 49,999.99	2.50%	5.00%	7.50%	10.00%
50,000- 54,999.99	3.75%	7.50%	11.25%	15.00%
55,000- 59,999.99	4.25%	8.50%	12.75%	17.00%
60,000- 64,999.99	5.25%	10.50%	15.75%	21.00%
65,000- 69,999.99	5.75%	11.50%	17.25%	23.00%
70,000- 74,999.99	6.50%	13.00%	19.50%	26.00%
75,000- 79,999.99	6.75%	13.50%	20.25%	27.00%
80,000- 84,999.99	7.00%	14.00%	21.00%	28.00%
85,000- 99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

ARTICLE 25
CLOTHING

A. The City shall provide an annual \$250.00 clothing allowance to be available in March and September of each year, to be utilized for the purchase of appropriate shirts and/or slacks subject to the approval of the Chief of Police.

B. Employees have the option at the beginning of each year to opt out of the clothing allowance benefit in Section A of this article and shall be permitted to wear civilian clothing that conforms to the City's Casual Days dress policy as stated in the City of Ventnor's Employee Handbook.

ARTICLE 26
MEAL BREAKS

A. Every employee covered by this Agreement shall receive a sixty (60) minute meal break for each shift worked.

Article 27
Legal Aid

A. The City will provide legal aid to all personnel covered by the Agreement, pursuant to the applicable Statutes of the State of New Jersey. The City agrees to pay for any expungement proceedings regarding a charge brought against an employee arising out of his status as an employee which results in the charge being resolved in favor of the employee.

B. The City will continue to provide insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following, false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right to privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

C. The City agrees to maintain a listing of all insurance coverage in a designated office in City Hall where said list can be seen by all employees upon request.

ARTICLE 28
SEPARATION

- A. Employees who resign, will tender their resignation in writing to the Chief of Police, if possible, at least two (2) weeks prior to the effective date of the resignation in order to provide sufficient time for appointing and instructing a successor.

- A. All employees will, upon leaving the service of the City, complete and sign a "termination receipt" when receiving their final compensation. This receipt will be filed in the employee's personnel file as evidence of the satisfaction of all claims against the City.

ARTICLE 29
HIRING ADDITIONAL EMPLOYEES

- A. The City shall notify the Shop Steward when any new employees are to be hired to fill positions during the term of this Agreement.

- B. The Union shall have the right to send applicants to make application(s) for the position. The City agrees to interview such applicants as acceptable and give the same interview consideration to Union-sent applicants as is given to applicants from other sources.

- C. This provision shall not be deemed to require the City hire Union applicants or to preclude the City from hiring employees from other sources.

ARTICLE 30
PROBATIONARY PERIOD

- A. All employees, prior to becoming a permanent employee with the City, shall serve a probationary period of ninety (90) calendar days. During the probationary period the employee

may be discharged without recourse, provided that the City may not discharge nor discipline for the purpose of evading this agreement or discriminating against Union members.

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

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

ARTICLE 31
SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 32
FULLY-BARGAINED AGREEMENT

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

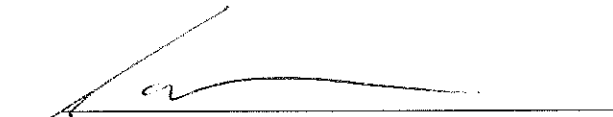
ARTICLE 33
DURATION OF AGREEMENT

A. This agreement shall be in full force and effect as of January 1, 2013, and shall remain in effect through and including December 31, 2016 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner that one hundred fifty (150), nor no later than one hundred twenty (120) days prior to the expiration of this Agreement, of a desire to change, modify or terminate this Agreement.

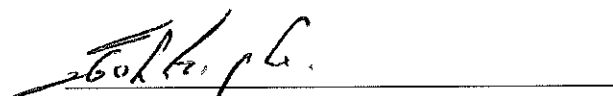
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Ventnor City, New Jersey, on this 14th day of February 2013.

VENTNOR CITY

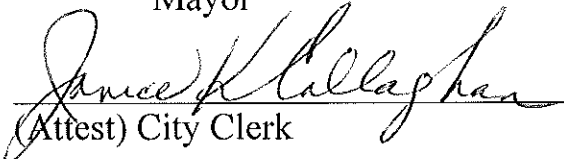
TEAMSTERS LOCAL UNION NO. 929



Mayor



for Teamsters Local Union 929



(Attest) City Clerk



Shop Steward