

MEMORANDUM OF AGREEMENT

Between

THE CITY OF GLOUCESTER CITY

And

UNITED STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING, ENERGY,
ALLIED-INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW) ON
BEHALF OF ITS LOCAL 4-380

The following represents the Memorandum of Agreement (“MOA”) between the City of Gloucester City and United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied-Industrial and Service Workers International Union (USW) on behalf of its Local 4-380 (Union), collectively called “the Parties”, for a new collective bargaining agreement. The terms of the January 1, 2018 through December 31, 2020 Collective Bargaining Agreement will remain unchanged and in full force unless otherwise modified, as listed below:

1. **Term:** January 1, 2021-December 31, 2023
2. **Wage:** A general wages increase of 2% to all rates effective on January 1, 2021 (Retroactive Payment), January 1, 2022 (Partial Retroactive Payment) and January 1, 2023.
3. **Meal Allowance:** Employees will receive a meal every 4 hours when working overtime, double time, or holidays.
4. **Retirement:** Contract language on retirement to be the same language as other Gloucester City contract with spouse and dependents on file at retirement.
5. **Layoff:** No full-time employees shall be laid off before part time employees
6. **Shift differential:** Increase to \$1.50 Monday to Friday 11:30 p.m. to 7:30 a.m. and \$2.00 for Friday 12:00 a.m. to Monday 7:30 a.m.
7. **Work Clothes:** Work clothing allowance to be increased to \$900.00.
8. **Job Title:** Add Senior Garage Attendant and wage scale to contract.

10/27/2022

This Memorandum of Agreement is subject to ratification by the membership of USW Local 4-380 as well as the Mayor and Common Council of the City of Gloucester City.

USW

City of Gloucester

10/27/2022

This MOA is entered into this 6th day of November, 2017.

Greggo and Ferrara Inc.

USW

Nick Ferrara

Ken Gomeringer- USW D4 Staff Rep

Peter Criscuolo

Adam Britt- President LU 15025

Dean Armstrong – Unit Chair

AGREEMENT BETWEEN

CITY OF GLOUCESTER,

CAMDEN COUNTY, NEW JERSEY

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL**

AND

SERVICE WORKERS INTERNATIONAL UNION

AFL – CIO - CLC

BEHALF OF ITS LOCAL UNION 4-380

January 1, 2021 through December 31, 2023



TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	RECOGNITION	3
II.	AGENCY SHOP	3
III.	CHECKOFF	3
IV.	MANAGEMENT	4
V.	ASSIGNABILITY	4
VI.	PENSIONS	4
VII.	PLANT VISITATION	4
VIII.	BULLETIN BOARDS	4
IX.	WAGES	5
X.	HOURS OF WORK AND OVERTIME	6
XI.	GRIEVANCE PROCEDURES & DISCIPLINE	7
XII.	STRIKES AND LOCKOUTS	8
XIII.	SAFETY	9
XIV.	HOSPITALIZATION, LIFE INSURANCE SICK & ACCIDENT INSURANCE	9
XV.	HOLIDAYS	10
XVI.	VACATIONS	11
XVII.	SENIORITY	11
XVIII.	MISCELLANEOUS	12
XIX.	LEAVES OF ABSENCES	14
XX.	SICK LEAVE	16

AGREEMENT

This Agreement entered into this 1st day of January, 2021 by and between the City of Gloucester, New Jersey (hereinafter referred to as the "Employer") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (hereinafter referred to as the "Union") on behalf of Local Union # 4-380.

WITNESSETH:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE I- RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all production and maintenance employees in the Department of Public Works, but excluding all supervisory personnel, office clerical, guards.

ARTICLE II-AGENCY SHOP

The parties agree that the employees covered under the terms of this agreement shall be represented by the union. Any employee choosing not to be a member of the union shall be required to be assessed an agency fee as detailed in N. J. A. C. 34:13A-5.5. The union shall be required to notify the City of the amount to be assessed for such fee and the members required to be assessed the full dues.

ARTICLE III- CHECK OFF

The Employer agrees to deduct from the wages of each employee who has worked at least five (5) days in the month, in accordance with the expressed terms of a signed voluntary authorization to do so, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments, in amounts designated by the Union. Said deductions shall be made out of the first payroll period or the earliest subsequent payroll period for each month, and immediately delivered or forwarded to the Secretary/Treasurer of the International Union at Five Gateway Center, Pittsburgh, Pennsylvania 15222.

The Employer further agrees to forward a list of all bargaining unit employees including hires and terminations, once each month to the International Secretary/Treasurer and the Financial Secretary of the Local Union, and that the transmittal of the said list shall be simultaneous with the transmittal of the aforementioned deductions. Such list shall indicate which of the employees, whose names appear thereon, did or did not pay regular dues and/or initiation fees.

Applicable deductions shall be made from the payment due to any employee who shall be out of the plant at the time of the specified dues deduction date of any month and who receives a pre-payment of wages applicable to the absence.

ARTICLE IV - MANAGEMENT

The Employer shall remain vested with all management functions including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operating procedures, subject to the seniority and other provisions herein contained.

In furtherance of this provision, the Employer has determined that any employees named to a new title or any upgrades or promotion shall have a Commercial Driver's License.

ARTICLE V - ASSIGNABILITY

This Agreement shall be binding upon the successors and the assignees of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the change in the regular status, ownership, or management of either party herein.

ARTICLE VI - PENSIONS

Employees are covered under the provisions of the New Jersey Public Employees Retirement System.

ARTICLE VII- PLANT VISITATION

Authorized Representatives of the International Union shall be permitted to visit the plant or operations of the Employer during working hours. The Representative will notify the Employer prior to entering the plant or operation and will not interfere with the operations being conducted by the employees.

ARTICLE VIII - BULLETIN BOARDS

The Employer will provide bulletin boards for each location of the department where employees covered by the contract work, for the exclusive use of the Union.

ARTICLE IX WAGES

Section 1: Rates of Pay:

Salaries and wages shall increase across the board by 2% in each year of this contract, specifically on January 1, 2021, January 1, 2022 and January 1, 2023. The wage increases for 2021, and 2022 through the date of the approval and execution of this Agreement, shall be paid retroactively.

Section 2: New Classifications

In the event the Employer installs machinery or equipment or creates jobs different from those set forth in the Schedule attached hereto the Employer agrees to meet with the Union in order to classify and set rates to be paid in connection with said new machinery and equipment on new jobs.

Section 3: Call-in Pay:

Employees called in for emergency work on days other than Sunday or Holidays shall receive a guarantee of four (4) hours pay at the rate of time and one-half Call-ins on Sunday shall be guaranteed at four (4) hours pay at the rate of double time. Each call-in shall constitute a four (4) hour time frame and any additional return calls during this four (4) hour time frame shall be considered part of the original four (4) hour time frame and paid as part of the original four (4-hour time frame). A call-in beyond the four (4) hours of the original call-in shall constitute the, renewal of time frame(s). Employees called in for emergency work on holidays or floating holidays shall be guaranteed four (4) hours pay at the rate of double time in addition to their regular holiday pay. The department employee designated as the standby shall receive a bonus of four (4) hours pay whether called in to work or not. The rotation of the assignment of the beeper for standby will be distributed equally among the employees of the union.

Section 4: Reporting Pay:

Any employee who reports for work at their regular starting time and who has not been given at least twelve hours previous notice not to report shall receive a minimum of eight hours at straight pay.

Section 5: Temporary Assignment

Employees temporarily assigned to job classifications paying a higher rate than their regular rate shall receive the higher rate while in such classification, paid for at the higher rate for a minimum of four (4) hours.

Employees temporarily assigned to job classifications paying a lower rate than their regular rate shall retain their regular rate of pay.

Section 6: No Reduction

No employee shall suffer loss of pay in his basic hourly rate, nor will any benefits now being enjoyed by the employee be taken away unless provided for specifically in this agreement regardless of the method of calculation as a result of the signing of this agreement.

Section 7: Work Performed by Supervisors

No supervisory personnel or other employee excluded from this agreement shall perform the work of any employee or employees covered by this contract except as a matter of instruction or an emergency. In the case of the Water Plant a supervisor replacing an absent Pumping Station Operator it is agreed to be limited to one day per week if replacement from the ranks of members is not available.

Section 8: Injured Employees

An employee suffering from an injury arising out of and in the course of his employment, who is required to leave the work site will be paid from the time of his injury to the end of the shift on the day of such injury.

Section 9: 53 Week Year

In those years consisting of 53 weeks, the annual salary shall be divided by 53 rather than 52.

ARTICLE X - HOURS OF WORK AND OVERTIME

Section 1: Work-Day

The regular workday shall consist of eight (8) consecutive hours, 7:30 AM to 3:30 PM, including sixty (60) minutes lunch period.

Section 2: Work Week

The regular work week shall consist of five (5) consecutive workdays, forty (40) hours, Monday through Friday for current employees except for the Pumping Station Operators on a rotating schedule.

Section 3: Overtime

Overtime is to be distributed equally and fairly in rotation by job classification / civil service title.

- (A) Employees shall be paid in one and one half time their regular rate for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. The work week is being defined for overtime purposes as 12:01 A. M. Saturday through 11:59 P. M. Friday night.
- (B) Sunday Work: Current Employees, requested to work on Sunday shall be paid at two (2) times their regular rate for all hours worked and shall be guaranteed a minimum of four (4) hours work.
- (C) No employee shall be penalized for being unable to work overtime. On emergency situations where an insufficient number of incumbents of the effected job classification and department, the manager shall canvas from any other job classification and/or department in order of seniority.

- (D) Any employee who works overtime shall have the option of receiving compensatory time off in lieu of being paid overtime up to an annual maximum of two hundred and forty (240) hours. Compensatory time shall accumulate at a rate of one and one-half hours (1½) for each overtime hour worked. Compensatory time worked on Sundays or Holidays shall accumulate at a rate of two (2) hours for each overtime hour worked.
- (E) Compensatory time may be used by the employee requesting time off at least one day prior, which request will not be unreasonably denied.

Section 4: Meal Allowance

Employees will receive a meal every four (4) hours when working overtime, double time, or holidays . (Note: maximum meal reimbursement will be \$12.50); Reimbursement shall be pay under other in the employee's pay check.

Section 5: Differential Pay

Employees working Monday to Friday between 11:30 p.m. and 7:30 a.m. shall receive an additional \$1.50 cents per hour.

Employees working between Friday midnight and Monday 7:30 a.m. shall receive an additional \$2.00 cents per hour.

Section 6: Breaks

Each employee shall be entitled to two (2) fifteen (15) minute breaks per shift being defined as one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. Lunch break is one (1) hour, starting at 11:30 a.m. and ending at 12:30 p.m.

ARTICLE XI - GRIEVANCE PROCEDURE & DISCIPLINE

Should differences arise between the Employer and the Union as to the meaning and application of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, but connected therewith, or should any local dispute of any kind arise, there shall be no suspension of work or slowdown by the employees on account of such differences nor any lockout by the Employer, but an earnest effort shall be made to settle such differences promptly by the following methods of procedure:

Any bargaining unit employee may initiate the grievance procedure within thirty (30) days of such event.

Step One: An oral presentation between the aggrieved employee and superintendent of the department involved. The department steward and/or grievance may accompany the aggrieved employee.

The superintendent shall give his/her answer to the Union within ten (10) work days. Failure to provide such answer shall resolve the grievance in favor of the Union.

Step Two: In the event the superintendent's answer is unsatisfactory then the grievance shall be submitted in writing to the Superintendent within ten (10) work days of the Step One response.

The meeting between the Grievance Committee designated by the Union and the Administrator shall be scheduled as promptly as possible. The Administrator shall respond within fifteen (15) work days of such meeting. Failure to provide such answer shall resolve the grievance in favor of the Union.

Step Three: In the event the Administrator's reply is unsatisfactory, the Union may appeal grievance to Step Three within fifteen (15) work days from the date the Administrator's Step Two reply is received. The Union's appeal shall be heard at a mutually agreeable time by both parties and shall include the Union's International Representative and three (3) representatives of the Governing Body in an attempt to resolve the dispute. Thereafter, a City Representative shall reply, in writing, within fifteen (15) work days, of such meeting. Failure to provide such answer shall resolve the grievance in favor of the Union.

Arbitration: In the event the Employer and the Union are unable to settle the dispute satisfactory, the Union may file for "Binding Arbitration" within thirty (30) work days from receipt of the City's reply to be heard by an Impartial Arbitrator. The parties shall request a list of arbitrators to be provided by P.E.R.C. in order to select the neutral arbitrator.

In cases where New Jersey Department of Personnel (N.J.S.A. Title 11 and/or N.J.A.C. Title 4A) regulations are applicable, then the grievance would be submitted in accordance with Civil Service rules and regulations.

Discipline: No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage or given an adverse evaluation of their professional services without the appropriate due process and just cause. In cases where New Jersey Department of Personnel (N.J.S.A. Title 11 and/or N.J.A.C. Title 4A) regulations are applicable, then the grievance would be submitted in accordance with Civil Service rules and regulations.

Prior to any disciplinary action resulting in a loss of pay, a meeting shall be held between the union member, union representative, the department superintendent and the administrator to determine if the disciplinary action is fairly warranted, with exception to the drug policy.

Note: Any of the above recited response times set forth in this Article, may be extended upon mutual agreement of the parties.

ARTICLE XII - STRIKES AND LOCKOUTS

The Union agrees that there shall be no strikes, slowdowns, or other interruptions of work by any of its members during the term of this Agreement, but that any disputes or differences shall be taken up under the Grievance and Arbitration procedure of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XIII - SAFETY

The Union will cooperate with the Employer in encouraging employees to observe all safety regulations prescribed by the Employer and to work in a safe manner. To that end, a Safety Committee shall be established to be composed of a minimum of three (3), but not more than six (6) members of Union. The members of the Safety Committee shall be selected by the Local Union, which shall also have the authority to change the members thereof. This Committee shall have the right to inspect equipment used under the jurisdiction of the Local Union, for the purpose of observing where the equipment is in a safe or unsafe condition. If the Committee believes conditions found to be a safety hazard, it shall report its findings to management for attention and correction.

ARTICLE XIV - HOSPITALIZATION, LIFE INSURANCE, SICK & ACCIDENT INSURANCE

Section 1: The Employer will provide and pay the total cost of a Medical, Surgical and Hospitalization Plan for all employees, including their dependents. Major Medical coverage will be provided under this Plan. This coverage shall be equivalent to or better than that offered by the State Health Benefit Plan.

Section 2: Employees and their eligible dependents, who retire with at least twenty-five (25) years of service with the City or retire on a disability pension will receive 100% Employer paid Medical/Hospitalization, Dental, Optical, and Prescription insurance.

Section 3: Coverage as defined in Section 1 of this Article begin on the first day of the month following the completion of one hundred twenty (120) days of service.

Section 4: Life Insurance is provided under the provisions of the New Jersey Public Employee Group Life Insurance Plan.

Section 5: The Employer agrees to provide Family Dental Prescriptions with a co-pay of \$10.00 for brand name prescriptions and \$5.00 for generic drug and Optical coverage through an Employer selected carrier for all employees.

Section 6: Laid off employee health benefits shall be provided for a total of six (6) months from the date of the layoff or until employed full time with covered Health Care Benefits, whichever occurs first.

Section 7: The parties acknowledge that state law supersedes this article and employee's contribution to health care costs shall be governed by state law or as otherwise agreed by this Agreement. Notwithstanding the foregoing, all employees are required to comply with the reimbursement provisions of P.L. 2011, c.78. Irrespective of the laws effective or termination date, Tier 4 premium reimbursement and the other provisions thereof, shall apply to this Agreement to all current and retired employees, as required by law. All the substantive provisions of P.L. 2011, c. 78 shall apply in the medical reimbursement contribution levels set forth in the attached chart (Exhibit "A").

Section 8: All employees are entitled to seek and obtain supplemental eye care offered by the Employer or any 3rd party vendor which benefit shall be fully paid for by the employees, and not the Employer.

ARTICLE XV-HOLIDAYS & PERSONAL DAYS

Section 1: All employees covered by the Agreement shall receive Holiday pay for each of the following designated Holidays not worked irrespective of the day of the week on which the Holiday may fall at the rate of eight (8) hours pay.

The following holidays and will be observed:

HOLIDAYS (13)

New Year's Day
Martin's Luther King's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Christmas Day
Thanksgiving Day
Columbus Day
General Election Day
Veteran's Day
Day after Thanksgiving
Presidents Day

The employee must work his or her last scheduled day before and first scheduled day after the Holiday in order to get paid for an unworked Holiday. If the employee calls out sick, he may be required to present a doctor's note in order to get paid for the Holiday.

Pumping Station Operators scheduled to work on any of the holidays shall be paid at the rate of double time in addition to the holiday pay.

Section 2: If a holiday falls within an employee's vacation period, such Holiday shall not be considered as part of the vacation period and the employee shall receive his full vacation in addition to Holiday pay as herein before provided.

Section 3: Any Holiday falling on a Sunday shall be celebrated on the following Monday, and any Holiday falling on a Saturday shall be celebrated on the previous Friday.

Section 4: All work performed on any of the above-named Holidays and floating holidays shall be paid for at two (2) times the regular rate, plus the Holiday pay.

ARTICLE XVI - VACATIONS

Employees shall receive vacation time based upon the schedule in Section 1 through 6 below:

Section 1: For the first year of employment, one day for each month worked.

Section 2: For the second and third years, 12 days per year.

Section 3: For the fourth through tenth years, 15 days per year.

Section 4: For the eleventh through the fifteenth years, 20 days per year.

Section 5: For the sixteenth through the twentieth years, 25 days per year.

Section 6: For the twenty-first year and each year thereafter, 30 days per year.

Section 7: Vacation will, so far as possible, be granted at the time most desired by the employee, but the final right to allotment of vacation period is reserved to the Employer in order to insure normal operations.

Section 8: An employee terminated for any reason shall be paid vacation pay on a pro-rata basis as required under Civil Service regulations.

Section 9: Any increase in vacation days based on years of service shall be credited at the beginning of the calendar year in which the employee attains such years of service with anticipation that his employment will be continuous throughout the calendar year. Should employment terminate prior to April 1st of the year, the employee's vacation days will be prorated as if the days were to be credited on April 1st of the calendar year.

Section 10: Notwithstanding any other provision in this agreement employees are authorized to carry over not more ten (10) days into the succeeding year.

Section 11: Employees on vacation leave at the time of the death of a relative covered under the Bereavement Article of this contract shall be entitled to have the time approved as bereavement leave restored and utilize it later in the year.

ARTICLE XVII - SENIORITY

Section 1: Seniority: The Employer recognizes the principle of seniority; namely, employees having the greatest time of service in the employment of the Employer.

Section 2: Working Test period: All employees shall be hired under the provisions of the New Jersey Department of Personnel and as provided in N.J.S.A. Title 11A and N.J.A.C. Title 4A. Employees hired from a certification either open competitive or promotional shall serve a three (3) month working test period or however the regulation of the New Jersey Department of Personnel ("NJDOF") may direct. Any employee hired in a non-competitive title as permanent at the time of appointment shall be subject to a working test period of three (3) months or as directed by the NJDOF.

Section 3: Loss of Seniority: An employee shall lose his seniority and will be taken off the seniority list if they:

- (1) Quit;
- (2) Is discharged for cause;
- (3) Is on lay-off for a period in excess of two (2) years.

Section 4: Re-Employment after Lay-Off: Any employees laid off by the City shall be recalled based upon the re-employment rights as certified by the New Jersey Department of Personnel.

Section 5: Employees on return from Lay-off: Any employee who was laid off and rehired by the City through their re-employment rights within two (2) years shall have seniority established by the total time from initial City employment less the period on lay off. The employee shall be entitled to all benefits as the total accumulation of time worked for the City.

Any employee re-employed after two (2) years shall have the time of seniority begin upon their hire date as follows:

1. Vacation/Sick time shall be based on the date of rehire not the employee's original date of hire by the City.
2. Longevity shall be based on the date of rehire not the employee's original date of hire by the City.

Section 6: Job Posting: All job postings shall comply with the regulations and provisions of the New Jersey Department of Personnel.

Section 7: Training: The Employer shall train employees to do other work when their present positions may be eliminated due to changes in technology.

Section 8: Seniority Lists: The Employer will furnish the Union, annually by March 1st with an up-to-date seniority list of all employees in the bargaining unit. Furthermore, a form will be sent to the Local Union Recording Secretary advising him of the status of all new hires in titles or positions, which fall under the certification of this unit.

Section 9: Physical Ability. If an employee is physically unable to perform his regular job assignment due to health reasons or other physical reasons, and, at the same time is physically able to satisfactorily perform other duties within the bargaining unit, the Employer will endeavor to assign the employee to another job assignment in line with his seniority and ability.

ARTICLE XVIII - MISCELLANEOUS

Section 1: Jury Duty: The Employer will pay to an employee performing Jury Duty the Employee's regular rate of pay during such absence.

Section 2: Bereavement Leave: An employee having a death in his immediate family shall be given three (3) scheduled work days off with pay at his regular straight time hourly rate for brother, sister, grandparents, grandchild, mother in law, father in law, son in law, or daughter in law, five (5) days for a spouse, mother, father, child, (including foster children or step children) and one(!)

day for the date of internment for an aunt, uncle, niece or nephew. For the death of a brother-in-law or sister-in-law an employee shall be entitled to one (1) day of leave with pay.

Time paid while on bereavement leave shall count as time worked for purposes of computing weekly over-time.

Section 3: **Legality:** In the event that any provisions of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 4: **Mutual Protection:** In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 5: **Non-Discrimination:** The parties to this Agreement agree not to discriminate against any employee or applicant for employment with the Employer, member of the Union or applicant for membership in the Union, because of race, creed, color, sex, age, disability, political affiliation, or national origin, but will take affirmative action to ensure that employees and applicants for employment, applicants for membership and members of the Union are ensured equality of opportunity before and during employment without regard to their race, creed, color, sex, age, disability, political affiliation, or national origin. Such action shall include, but not be limited to employment, upgrading or promotion, demotion or transfer, recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; job assignment or selection for training, including apprenticeship; and all other conditions of employment, Union activities, or otherwise.

Section 6: **Work Clothing:** Each employee will receive a yearly \$900 clothing allowance by January 31st of each year of the contract for the purpose of purchasing work clothing and work boots/shoes at no cost to the employee. The work clothing allowance must be spent prior to December 31st of the year it was issued. Management will designate supplies of work clothing. Each employee is required to wear the designated work clothing daily. In addition to the \$900 clothing allowance, the Employer shall also provide, at no cost to the employee, such foul weather gear, gloves, special apparel and footwear and any safety equipment as is required. Any newly hired employees will receive the full \$900 clothing allowance within thirty (30) days of being hired regardless of the time of year when the hiring occurred.

Section 7: **Reimbursement Tuition Costs:** The City of Gloucester will reimburse tuition payments for schooling that involves work-related courses provided prior approval is given by the Mayor and/or Administrator. The employee must attain a passing grade of C or better in order to be reimbursed by the City. Should the course be graded on a pass/fail basis then the employee must attain a passing grade in order to be reimbursed by the City. If necessary, an employee attending school shall rearrange his work schedule to the satisfaction of his supervisor. The City shall cover registration, books, materials, travel at federal reimbursement standard and incidentals on assigned training courses and seminars. Meal allowance shall be \$ 5.00 for breakfast, \$6.50 for

lunch, and \$10.50 for dinner. The Employer will provide reimbursement for DEP License Renewals necessary for employment. The Employer will reimburse each employee up to \$200.00 per year for the costs of obtaining or renewing a Commercial Driver's License provided the request is approved prior to incurring the debt.

Section 8: Longevity - Payments: Longevity is eliminated as of January 1, 2011 and was rolled into the employee's base pay at that time.

Section 9: Personnel Files:

A. Each employee may review the contents of their file on the same day of the request. A union rep may accompany the employee while the review takes place. The employee shall have the right to respond to any document in the file within thirty (30) days of the receipt by the employee. Such response shall be in the personnel.

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

C. There shall be a retention schedule of notices of disciplinary action which will maintain any notice of oral or written reprimands for a period of one year and any action involving the loss of pay or time for a period of five years after the last notice of any subsequent action. Such reports shall be removed upon petition to the Administrator.

Section 10: Sub Contracting: The employer agrees that any duties normally performed by the members of the bargaining unit shall not be contracted out as long as the necessary equipment and as long as there are qualified personnel available to do the work.

Section 11: Furloughs: The parties agree that in the event of an economic crisis, the terms and conditions of any furlough program will be negotiated.

Section 12: New Employee Probation: Any new employee shall serve a probationary period of one year during which the employer may discharge the employee for any disciplinary infraction, work performance issues or lack of work, provided such reason is not illegal.

Section 13: Drug Testing Policy: The drug testing policy shall be in accordance with the policy set forth in the Gloucester City Personnel Policy.

Section 14: Light Duty Policy: The light duty policy shall be in accordance with the policy set forth in the Gloucester City Personnel Policy.

Section 15: Pension Deductions and Union Dues will start to be deducted after ninety (90) days of employment.

Section 16: The Employer and the Union agree to meet and engage in good faith negotiations regarding the payment, by the Employer, of Meal Allowances that appear throughout this Agreement.

Section 17: If you have scheduled, in advance, to have the afternoon off (meaning that when you punch out at 11:30 a.m., you will not be returning to work on that day), you will receive credit for your lunch hour and will only be charged three (3) hours leave time. If you have not scheduled,

in advance, to have the afternoon off and you call during your lunch hour to report that you will not be returning, you will be charged four (4) hours leave time.

Section 18: No full – time employees shall be laid off before Part – time employees.

ARTICLE XIX - Leaves of Absence

Limitations of Leaves

- A. No leave of absence or combination of leaves of absence including special leave shall exceed one (1) year.
- B. Any employee absent from duty for a period of more than one (1) year on sick leave because of sickness or any contagious disease or condition relating to a sickness will be examined by a City appointed physician and the employee's physician for the possible retirement or extension of the leave by the City.
- C. Any employee absent for a period of more than one (1) year on injury leave because of injury incurred on duty will be reviewed by the City for the determination as to the ability to return to duty or possible extension of the leave or placement on disability retirement.

Union Leave

- A. Upon prior notice from the Shop Steward, not to exceed two (2) employees, may be permitted to confer with management in accordance with the grievance procedure set forth herein during working hours. This shall be at no loss of pay or any other benefit. Such leave shall be granted provided the conduct of such business shall not diminish the effectiveness of the department or require the recall of off duty employees to bring the department to desired effectiveness.
- B. Two (2) representatives of the union shall be granted to a maximum of three (3) days off per year without loss of pay to attend union conferences or seminars. In order to be eligible, the representative must notify the immediate supervisor at least one week in advance of the conference or seminar.
- C. Union reps, not exceed three (3), shall be excused from duties for the purpose of negotiations for such periods as agreed upon by the parties.
- D. The City will grant convention leave to three (3) employees for a total of five (5) days for the purpose of attending the annual convention.
- E. Any employee attending any meeting covered by this article on their off-duty hours will do so voluntarily. The union and employee understand that off duty time spent shall not be considered compensable hours pursuant to the Fair Labor Standard Act.
- F. Employees shall be entitled three (3) personal days per year for personal business which shall not be accumulate. Request for such leave all be made 24-hours in advance and shall not be unreasonably denied. Emergency days may be granted for an unforeseen occurrence which the employee had no prior knowledge. Business means an activity that requires the employee's attendance and is of such a nature that it cannot be attended to during a time outside of the work day.
- G. Injury leave with full pay will be granted with pay to employees temporarily disabled arising through the performance of their duties accordance to the statues of New Jersey

under Chapter 15 of N.J.S.A. Title 34 for such time as stated in the statute. It is the intention of the Employer to supplement any temporary disability payments made under Worker's Compensation to employees to receive their full salary or wage.

ARTICLE XX - Sick Leave

A. Sick Leave means the absence of an employee from duty because of:

1. Illness, Injury, pregnancy disability, exposure to contagious disease
2. Necessary attendance upon a member of the immediate family who is ill, including a person living in the household in or other relatives living in the employee's household
3. Death of any person listed above.

B. Accumulation

1. An employee in the first year will accumulate one (1) day per month, or fraction thereof, until the end of the calendar year.
2. Starting with the beginning of the second calendar year an employee shall be entitled to fifteen (15) days leave per year. Sick Leave will be credited at the beginning of the calendar year.
3. Sick Leave shall be cumulative.
4. Sick leave may be utilized in one-hour increments.
5. A physician's certification may be required whenever an employee is on sick leave for five (5) or more consecutive working days.

C. Retirement

All employees who retire or sever their employment from the Public Employee's Retirement System shall be entitled to receive a lump sum-payment at 100 % for unused accumulated leave during continuous service since the most recent date of hire computed during their last year of employment prior to the effective date of retirement, up to a maximum of \$15,000 if the employee has worked for the City for twenty (20) years or more.

ARTICLE XXI – Separation Pay

Any employee who is laid off under a valid New Jersey Division of Personnel lay-off in accordance with NJAC Title 4A shall be entitled to:

A. For each year of continuous service, a number of weeks' pay for each such year;

1. Three (3) years but less than ten (10) years eight (8) Weeks paid
2. Ten (10) years or more one (1) additional week for each year of service.

B. Any Vacation Benefits accrued but not yet paid pro-rated to the portion of actually worked.

This provision is not applicable to any employee who is discharged for just cause quits or voluntarily retires.

DURATION

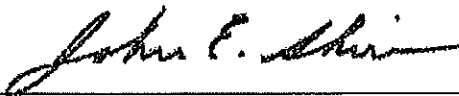
This Agreement shall become effective on the 1st day January 2021, and shall remain in full force and effect to and including the 31st day of December, 2023, and shall continue in full force and effect from year to year thereafter, unless either party desires to change or modify any of the terms or provisions of this Agreement.

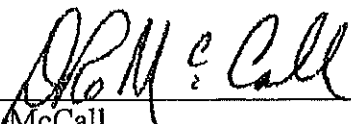
Any party desiring to change or modify this Agreement, must provide written notice to the other party. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days after receipt of such notice.

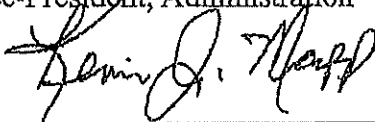
IN WITNESS WHEREOF, the parties intending to be legally bound under and in accordance with the terms of this agreement, hereby set their hands as of the first day of December, 2022.

**UNITED STEELWORKERS
AFL-CIO-CLC**

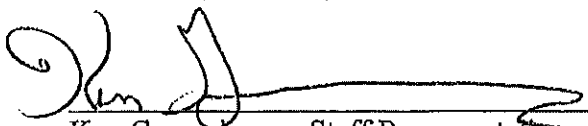

Thomas Conway, International President

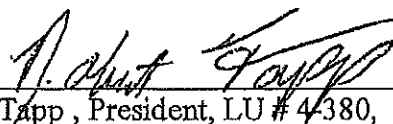

John E. Shinn, Secretary/Treasurer


David McCall
Vice-President, Administration


Kevin J. Mapp
Vice-President, Human Affairs


Del Vitale, Director, District #4

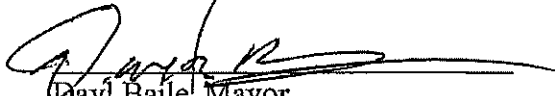

Ken Gomeringer, Staff Representative


Bob Tapp, President, LU # 4380,


Michael Niedzwiadek, Unit Chairperson

CITY OF GLOUCESTER


Brian Morrell, Administrator


Dayl Baile, Mayor

Vanessa Little

From: Brian Morrell <bmorrell@gloucesterpolice.com>
Sent: Thursday, July 13, 2023 11:24 AM
To: Vanessa Little; James V. Davis; Brenda Sprigman; Adrienne Moore; Alex Tedesco; Donna Domico
Subject: 2020 Final Signed CBA
Attachments: 2020 Final Signed CBA.pdf

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

All,

Attached is the final, signed contract for the Steelworkers which covers 01/01/21 – 12/31/23.

Brian Morrell
Chief of Police/City Administrator
Gloucester City Police Department
313 Monmouth Street
Gloucester City, NJ 08030
Office – 856-456-0408
Cell – 609-221-8217
Fax – 856-456-3682

NOTICE: This communication, including attachments, may contain information that is consultative and deliberative, confidential, protected by privileges recognized at law, and exempt from disclosure under applicable law, including, but not limited to N.J.S.A. 47:1A-1 et seq. If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments, without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any applicable privilege or right to assert that the document or attachment is not a public record within the meaning of the Open Public Records Act.

From: Gomeringer, Kenneth <kgomeringer@usw.org>
Sent: Tuesday, July 11, 2023 12:38 PM
To: Brian Morrell <bmorrell@gloucesterpolice.com>; mike Niedzwiadek <mike.niedzwiadek@yahoo.com>; Eddie Ratliff <ratliff196448@yahoo.com>
Subject: 2020 Final Signed CBA

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Brian,

Please find attached the fully executed CBA. I have hard copies for the City, Local and members that I will give to the local to distribute.

Ken

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.