

MARGATE CITY EMPLOYEES ASSOCIATION
1975 EMPLOYMENT CONTRACT
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75
Atlantic County

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NOT CIRCULATE

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RUTGERS UNIVERSITY

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PISCATAWAY, N.J. 08854

Effective January 1, 1975

AGREEMENT

AGREEMENT, dated the _____ day of _____
by and between the CITY OF MARGATE CITY, a municipal corporation
of the State of New Jersey, hereinafter referred to as the
"City", and the MARGATE CITY EMPLOYEES ASSOCIATION, hereinafter
referred to as the "Employees".

ARTICLE I - PURPOSE

This agreement is entered into pursuant to the provisions
of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13A-5.1 et seq.)
of the State of New Jersey to promote and ensure harmonious
relations, cooperation, and understanding between the "City"
and "Employees"; to prescribe the rights and duties of the
"City" and "Employees"; to provide for the resolution of
legitimate grievances, all in order that the public service
shall be expedited and effectuated in the best interests of the
people of the City of Margate City.

ARTICLE II - EMPLOYEE REPRESENTATIVE

A. Majority Representative

The "City" recognizes "The majority representative" of "Employees" as the exclusive negotiating agent for all non-uniform employees of Margate City including the employees of the following departments:

Highway	Tax Office
Sanitation	Assessors Office
Water & Sewer	Mayors Secretary
Water Meter	Municipal Court Clerk
Recreation	City Hall Custodian
Electrical Bureau	Police Secretary
	Traffic Bureau
	Police Dispatchers

The "City" and "Employees" agree that the "majority representative" of "Employees" has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters. The majority representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et seq. and shall have all of the rights, powers and privileges pursuant thereto.

B. Stewards

The "Employee" must notify the "City" of the names of the steward. No more than one (1) steward and alternative is to be designated.

C. Employees

When used in this agreement, the word "Employees" means any person who works full-time for the City of Margate, whether or not said person is a Civil Service employee. In computing sick leave, vacation time, and longevity the date said employee began his ^{continuous} full-time employment is the relevant date. The status of the employee as a "permanent" employee under Civil Service is not relevant.

ARTICLE III - GRIEVANCE PROCEDURE

DEFINITION - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an "Employee" as to any action or non-action which violates any right arising out of his or their employment. The "City" shall not discipline any "Employee" without just cause.

Step 1. - All grievances by an "Employee", and responses to same by the "City" shall be in writing. "Employees" shall appoint an Association Grievance Committee hereinafter referred to as the "Committee", and the "Committee" shall receive, screen, and process all grievances within five days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the "Employees". The majority representative shall be a member of the "Committee".

Step 2. - The "Committee" shall, within five days after screening, submit grievances to the "City" for resolution.

Step 3. - In the event the grievance is not resolved at the second step, either party may refer the matter for impartial arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the "City" and the "Committee". If the "City" and the "Committee" cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and

such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent and he shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared by the "City" and the "Employees". Any "Employees" required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications - Time extensions may be mutually agreed to by the "City" and the "Committee".

ARTICLE IV - NON-DISCRIMINATION

The "City" and "Employees" both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The "City" further agrees that it will not interfere with nor discriminate against "Employee" because of membership in, or legitimate activity on behalf of, the "Employees"; nor will the "City" encourage membership in any other association or union to do anything to interfere with the representation by the "majority representative" of the "Employees" as the exclusive bargaining agent of "Employees".

ARTICLE V - BULLETIN BOARD

The "City" shall permit the use of non-public bulletin boards, located in the City Hall, by the "Employee", for the posting of notices concerning "Employees" business and activities.

ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the "City" to determine the standards of service to be offered by its "Employees"; determine the standards of selection for employment; direct its "Employees"; take disciplinary action; relieve "Employee" from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its missions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions of the above matters are subject to the "Grievance Procedure" as set forth in Article III above. Nothing in this article shall alter or relieve the "City" of any of its obligations undertaken by this agreement.

ARTICLE VII - STRIKES

The "Employees" assure and pledge to the "City" that their goals and purposes are such as to condone no strikes by "Employees", nor work stoppages, slowdowns or any other such method which would interfere with services to the public or violate the Constitution and laws of the State of New Jersey; and the members of "Employees" will not initiate such activities nor advocate or encourage other members to initiate the same; and the members of "Employees" will not support anyone acting contrary to this provision.

ARTICLE VIII - HOLIDAYS

Effective January 1, 1975, all "Employees" covered by this agreement shall receive the following twelve (12) holidays: New Year's Day, Lincoln's Birthday, President's Day (celebrated on the third Monday of February), Good Friday, Memorial Day, July 4th, Columbus Day, Labor Day, Veteran's Day, General Election Day, Thanksgiving Day and Christmas Day.

A. If an "Employee" is required to work on any of the above-named holidays or if any of the above-named holidays fall on a day on which an "Employee" does not work on that day, such "Employee" shall receive, in addition to his regularly accumulated vacation time, one extra day vacation time for each holiday so worked or on which he is regularly off and does not work.

B. The effect of this Article is to give all "Employees", in addition to two (2) days off each week and in addition to their regular vacation time, an additional twelve (12) days off per year.

*Betty -
This will keep
you aware of
holidays. This year's
Beland*

ARTICLE IX - VACATIONS

- A. An "Employee" in his first year of service shall be entitled to one working day's vacation for each month of service up to and including December of his initial year, thereafter, he shall be entitled to a full paid vacation. Vacations shall be assigned according to policy.
- B. All "Employees" except those mentioned in Section A above and in C below shall be entitled to fourteen (14) actual working days paid vacation.
- C. All "Employees" with ten or more years service shall be entitled to twenty-one (21) actual working days paid vacation.
- D. It is the intent of this article to assure personnel covered by this agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.
- E. After the first year of service all vacation days will accumulate on the first of January for the ensuing year.
- F. If an employee is permitted to but does not use his vacation time (including 12 days granted as compensating time for holidays described in Article VIII) during the year in which earned, he will lose the days not used. If, however, an employee is not permitted to use his vacation days (including 12 days granted as compensating time for holidays described in Article VIII), during the year in which earned, he shall then be paid for each of such days so unused. The pay for such unused days shall be computed at the straight

time daily rate of pay, including longevity, based upon a five day work week, fifty-two week year.

It is each "Employee's" responsibility to see that his vacation is planned well in advance of year end so that he will not have any unused days.

In order for an "Employee" to qualify to be paid for unused vacations days the following procedure must be followed:

1. Calendar is to be posted and "Employees" (in order of seniority) will mark off vacation days planned for current year. This procedure is to be complete before April 1, of current year.

2. If days selected are unsatisfactory, in discretion of supervisor, then supervisor shall give "Employee" alternate days, which days must be accepted by "Employee".

3. If supervisor cannot give "Employee" alternate days he is to notify "Employee" who must then write memorandum to "City" notifying "City" of "Employees" intent to claim to be paid for such unused vacation days. This memorandum must be received by "City" prior to July 1, of current year.

4. If Steps 1, 2 & 3 are complied with and "Employee" does not in fact use days earned and so rejected, during current year, he shall be paid for same during January of following year.

ARTICLE X - LEAVES

A. Sick Leave

1. Defined - Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill, requiring the care or attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment.

2. Accumulation - Every person covered by this agreement shall, in addition to his or her paid vacation, be granted sick leave, as defined in 1. above, with pay of not less than (1) working day for every month of service during the remainder of the first calendar year of service following appointment, and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave of absence with pay if and when needed, provided that the City of Margate shall not require any of its employees who may be disabled either through injury or

illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this section. On January 1, 1974 every "Employee" will be considered as having already accumulated fifteen (15) days sick leave and the next accumulation of fifteen (15) days will be added as of January 1, 1975 and on each January 1 thereafter. No leave of absence with pay under this section or any section shall exceed one year commencing from the date of such injury, illness or disability.

B. Funeral Leave

1. Special leave of absence with pay up to a maximum of two (2) days shall be granted to any "Employee" in case of death within the immediate family.

2. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child and foster child of an "Employee", and relatives residing in his household.

3. The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services; such special leave may be extended without pay at the discretion of the Mayor. The above shall not constitute sick leave and shall not be deducted from annual sick leave.

C. Injury Leave

1. Injury leave shall be granted with full pay to "Employees" disabled through injury or illness as a result of, or arising from and in the course of their respective employment.

2. Any amount of salary or wages paid or payable to "Employees" because of leave granted pursuant to Section X, C

above shall be reduced by the amount of workmen's compensation award under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave.

D. Limitations on Leaves

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one year. In the case of continuous absence from duty of an "Employee", for any cause whatsoever, of more than one year duration, such "Employee", so absent, shall be automatically retired from employment on the first anniversary date from the date such absence began.

SALARIES

	PER ANNUM
Secretary to the Mayor-----	\$ 9,015.00
Sanitation Foreman-----	10,820.00
Supervisor of Public Works-----	14,170.00
Tax Collector-----	7,035.00
Electrical Inspector & Traffic Maintenance Repairer-----	12,540.00
City Clerk-----	8,910.00
Pumping Station Operator-----	11,445.00
Principal Clerk Bookkeeper-----	11,140.00
Senior Clerk-----	8,530.00
Deputy Municipal Court Clerk Typing-----	7,510.00
Assessing Clerk-----	7,510.00
(During third year of service and thereafter) Clerk-Typist (During second year of service)-----	6,970.00
Clerk-Typist (During third year of service and thereafter)-----	7,510.00
Mechanic (During third year of service and there- after)-----	10,818.00
Building Service Worker-----	6,010.00
Police Dispatcher-----	9,245.00
	PER DAY
Laborer (During first year of service)-----	26.60
Laborer (During second year of service)-----	30.65
Laborer (During third year of service and there- after)-----	32.70

BY OFFICES
YACOVELLE, JR.
BY
WILLIAM H. HICKMAN
WILLIAM H. HICKMAN

SCHEDULE "A"

B. Overtime

1. Overtime shall consist of all hours worked in excess of eight hours in a day or forty (40) hours in a week.

2. All "Employees" covered by this agreement shall, in addition to their basic salary, be paid one and one-half (1½) time their straight time hourly rate of pay, including longevity in accordance with their service for all overtime hours worked. All overtime payments shall be paid no later than on the pay day for the pay period which immediately follows the pay period in which the overtime occurs.

C. Longevity

1. Each "Employee" listed in Article XI, Schedule A, shall be paid in addition to and together with his or her annual base salary as listed in Schedule A, additional compensation based upon the length of his or her service as an "Employee" of Margate City by the following schedule:

Sac
MP

<u>Years of Service</u> <i>Continuous</i> A	<u>Compensation per annum in addition to Base Salary (Percent of Annual Base Salary)</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years or more	10%

2. The aforesaid additional salary or compensation shall be paid in equal bi-weekly installments at the same time as the base pay. In computing overtime pay and vacation pay and any other pay rates set forth in this agreement, the basic pay of any "Employee" shall include his base pay plus his longevity.

3. In computing longevity, an employee's length of service will be figured from the date said employee began full-time employment. For example, if an employee began his full-time employment on July 15, 1970, he will have worked five (5) years for the City and be entitled to his two percent (2%) longevity increase beginning on July 15, 1975.

ARTICLE XII

VACANT

LAW OFFICES
JOHN A. YACOVELLE, JR.
A PROFESSIONAL CORPORATION
905 N. KINGS HIGHWAY
CHERRY HILL, N.J. 08034

ARTICLE XIII - HOSPITALIZATION INSURANCE

A. The "City" agrees to provide the best possible hospitalization and medical insurance in existence for all employees covered by this contract.

The "City" further agrees that the continuance of cover after retirement of any employee shall be provided at such rates and under such conditions as shall be prescribed in the contract subject, however, to the requirements hereinafter set forth in this subsection. The contribution required of any retired employee toward the cost of such coverage shall be paid by him directly to the insurance agent.

Retired employees shall be required to pay for the entire cost of coverage for themselves and their dependents at rates which are deemed to be adequate to cover the benefits, as affected by Medicare, - of such retired employees and their dependents on the basis of the utilization of services which may be reasonably expected of such older age classifications provided, however, that the total rate payable by such a retired employee for himself and his dependents for coverage under the contract and for Part B of Medicare, shall not exceed by more than 25% the total amount that would have been required to have been paid by the employee and his employer for the coverage maintained had he continued in office or active employment and he and his dependents were not eligible for Medicare benefits. Nothing herein shall be construed as compelling an employer to pay any portion of the premiums or charges attributable to such contracts.

B. The "City" agrees to secure dental insurance for its employees under its Blue Cross and Blue Shield policies provided they are able to obtain such coverage and provided that the employees who desire the coverage will pay for such coverage out of their own salaries.

ARTICLE XIV - INTERPRETATION

It is the intention of the parties that this agreement be construed in harmony with the rules and regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the statutes of the State of New Jersey, and the ordinances of the City of Margate City.

ARTICLE XV - CONTINUATION OF BENEFITS NOT
COVERED BY THIS AGREEMENT

All conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to the City's Charter and ordinances; and any present benefits which are enjoyed by "Employees" covered by this agreement, that have not been included in the contract, shall be continued.

ARTICLE XVI - SAVINGS CLAUSE

In the event that any provision of this agreement shall be finally determined to be in violation of any applicable or civil service law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this agreement.

ARTICLE XVII - DURATION

This contract shall be in full force and effect from January 1, 1975 until midnight, December 31, 1975.

The parties agree that negotiations for a successor agreement and modifying, amending or altering the terms and provisions of this agreement, shall commence on or about September 1, 1975. It is understood that "Employees" are seeking a successor contract commencing from January 1, 1976. This agreement will remain in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the 23 day of January, 1975.

ATTEST:

CITY OF MARGATE CITY

Ann R. Spunoff by: Martin Klems
Mayor

Signed, Sealed and Delivered in the presence of:

James H. Riccio

MARGATE CITY EMPLOYEES ASSOCIATION

By: Stanley A. [Signature]
Majority Representative