

CONTRACT AGREEMENT

between

CITY OF EGG HARBOR

(Atlantic County, New Jersey)

and

TEAMSTERS LOCAL #331

(Affiliated with the International Brotherhood of Teamsters)

JANUARY 1, 2014 - DECEMBER 31, 2016

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1: PURPOSE

This agreement entered into this 1st day of January, 2013 by and between the city of Egg Harbor, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER" or "City" and Teamsters Local 331, affiliated with the International Brotherhood of Teamsters, 1 Philadelphia Avenue Egg harbor City NJ 08215 hereinafter referred to as "UNION", represents the complete and final understanding on all bargainable issues between the CITY and the UNION.

ARTICLE 2: UNION RECOGNITION

1) The EMPLOYER recognizes the UNION as the exclusive collective bargaining representative for the employees whose classifications are set forth herein, employed by the EMPLOYER, within the geographical jurisdiction of the UNION.

2) Included: All full-time and regular part-time blue collar employees and white collar employees employed by the City of Egg Harbor.

Excluded: All managerial executives, confidential employees, police employees, supervisors, professional employees, craft employees and all other employees by the City of Egg Harbor.

ARTICLE 3: NO DISCRIMINATION

1) The CITY and the UNION agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation or any other classification protected by law. The CITY will honor the provisions of this contract and will investigate and take disciplinary action against any employee engaging in prohibited discrimination defined in this article. Members of the bargaining unit shall have recourse to the grievance procedure in enforcing this article.

2) 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 any 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 or activity or non-activity in the UNION.

ARTICLE 4: MAINTENANCE OF MEMBERSHIP/AGENCY SHOP

1) 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. CITY further agrees to deduct said dues from the salaries of its employees, subject to this Agreement, from the first paycheck of each month and shall forward said dues to the UNION by the 20th day of each month. Further, the CITY agree to deduct from the salaries of its employees, subject to this Agreement, any and all voluntary contributions, of employees for any UNION political and/or social funds; said deductions will be collected from the paychecks of said union members during the month when contributed, and each and every month when contributed, and sent to the UNION within twenty (20) days of said deduction.

2) 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.

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

4) The UNION will provide the necessary check-off authorization form and deliver the signed forms to the City Clerk.

5) Any such written authorization may be withdrawn at any time by the filing a notice of such withdrawal with the City Clerk. The filing of a notice of withdrawal shall be effective to half deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

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

7) The deduction shall commence for each employee who elects not to become a member of the UNION of the amount of the fair share assessment. A copy of the written notice of the amount of the fair assessment must also be furnished to the New Jersey Public Employment Relations Commission.

8) The fair share fee for 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 the benefits financed through the dues and available only to the members of the UNION, but the fee shall not exceed eight-five (85%) percent of the regular membership dues, fees, and assessments.

9) The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the UNION to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions which ordinarily cannot be secured through collective negotiations with the CITY.

10) Prior to January 1st and July 1st of each year, the UNION shall provide advance written notice to the New Jersey Public Employment Relations Committee, the CITY and to all employees within the unit, the information necessary to compute the fair share for services defined above.

11) 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.

12) The UNION shall indemnify, defend and save the CITY harmless against any and all claims, demands, suits, or other forms of liability that shall arise out 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 the City of such changed deduction.

ARTICLE 5: INSPECTION PRIVILEGE

1) It is agreed that UNION duties and activities will not be carried on during hours of work, except as provided for in this Agreement. UNION officials shall have the right to enter the premises to satisfy themselves that this Agreement is being observed, provided that the UNION does not abuse the privilege or unreasonably interrupt the work or the normal business of the CITY.

2) Upon reasonable notice to the CITY, the Business Agent of the UNION, their designated representatives or the shop steward, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any union member whose pay is in dispute.

ARTICLE 6: STEWARDS

1) The EMPLOYER recognizes the right of the UNION to designate one shop steward and one alternate in white collar and one shop steward and one alternate in blue collar. The alternate will act only in the absence of the shop steward.

2) 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:

(A) The investigation and presentation of grievances in accordance with the provisions of the collective Bargaining Agreement.

(B) The collection of dues when authorized by appropriate UNION action.

(C) The transmission of such messages and information which shall originate with, and are authorized by the UNION or its officers, provided, such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interferences with EMPLOYERS business.

3) Shop stewards and alternates have no authority to take strike action, or any other action interrupting the EMPLOYER'S business.

4) The EMPLOYER recognizes the limitations upon the authority of shop stewards and their alternates, and shall not hold the UNION liable for any unauthorized acts. The EMPLOYER 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, slow down or work

stoppage in violation of this Agreement.

5) Stewards shall be permitted reasonable time to investigate, present and process grievances on the property of the EMPLOYER, or off the property with prior notification and consent of the EMPLOYER, without loss of time or pay.

ARTICLE 7: SUPERVISORS

No superintendent or other personnel shall regularly perform the duties done ordinarily by employees in the bargaining unit except for purposes of instruction, emergencies and/or the unavailability of a qualified bargaining unit member

ARTICLE 8: LAYOFF NOTICE

1) Layoff notices shall be given to all employees in accordance with the applicable state law, Department of Personnel.

2) The CITY will provide the shop steward with notice of any layoff at least 24 hours in advance of notice being sent out. In the event that the CITY fails to provide this notice, that failure should not in any way invalidate the layoff.

ARTICLE 9: GUARANTEED WORK WEEK

1) Blue Collar - All permanent employees who report on the first scheduled work day of the week shall be guaranteed forty (40) hours of work each week. All permanent employees who report for work on any scheduled work day at the hour designated shall be guaranteed eight (8) hours work for the day.

2) The regular work week shall consist of forty (40) hours per week, eight (8) hours per day, excluding lunch periods, five (5) days per week, Monday through Friday, inclusive.

3) White Collar - All permanent employees who report on the first scheduled work day of the week, shall be guaranteed thirty (30) hours of work each week, excluding dispatch who shall be guaranteed forty (40) hours of work each week, inclusive of a one-half (1/2) hour lunch period per day. All permanent employees who report for work on any scheduled work day at the hour designated shall be guaranteed six (6) hours work for the day.

4) The regular work week shall consist of thirty (30) hours per week, six (6) hours per day (excluding lunch periods) five (5) days per week, Monday through Friday, inclusive.

5) Provisions of this Article shall not apply to employees who are laid-off in accordance with the Department of Personnel.

6) Any employee employed in a position for which they receive a stipend shall be required to work the necessary hours to perform their specific duties.

Additionally, any employee such as Secretary, Planning, Zoning and Construction, who is required to attend meetings outside the ordinary work day, shall do so without any additional compensation.

7) Employees employed in Departments such as the Tax and Utility Departments who presently are required to work additional hours during specified periods during the year shall continue to receive compensatory time on an hour-to-hour basis when working these additional hours.

ARTICLE 10: GRIEVANCE PROCEDURE

1) PURPOSE - The parties agree that it is in the best interest of employees and management that all grievances should be resolved promptly and equitable. To this end, relevant and necessary information, materials, and documents concerning any grievance shall be provided by the UNION and the CITY upon written request to the other.

(A) The following procedure which may be initiated by an employee and/or the UNION acting as their representative shall be the sole and exclusive means of seeking adjustment and settling grievances.

(B) Whenever any representative of the UNION, or any employee, is scheduled by the parties during their working hours to participate in grievance procedures, such employee shall suffer no loss in pay or benefits. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal hours of work.

(C) Except in cases of emergencies, the steward shall be permitted reasonable time to investigate, present and process grievances during working hours, without loss of pay or time.

2) DEFINITIONS

(A) a contractual grievance, for the purpose of and within the meaning of this Agreement, shall be defined as a breach, misinterpretation, improper application, non-application of the terms and conditions set forth within the language of this Agreement.

(B) Immediate supervisor, for purposes of this procedure, shall mean either the division Director or the first level non-

bargaining unit supervisor.

3) PRELIMINARY INFORMAL PROCEDURE - An employee may orally present and discuss a grievance with their immediate supervisor on an informal basis, in the presence of a steward.

4) FORMAL - It is the intent of the parties to settle any dispute as quickly and informally as possible.

STEP 1: The grieving employee, through the UNION steward, may take up the grievance or the dispute with the employee's immediate supervisor within ten (10) working days of the date the employee knows or should have known of its occurrence. Upon presentation of the grievance, the immediate supervisor shall then attempt to adjust the matter and shall respond to the UNION steward at that time, unless the parties mutually agree to an extension. Failure to act within ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP 2: If the grievance has not been settled, it shall be presented in writing by the steward or business agent to the employee's department head within ten (10) working days after the response of the immediate supervisor is due. The department head shall meet with the steward or business agent and respond at that time unless the parties mutually agree to an extension.

STEP 3: If the grievance still remains unsettled, the business agent may, within fifteen (15) working days, forward the grievance to the business administrator or his/her authorized representative.

If the grievance is not resolved after the response from the business administrator or his/her authorized representative within five (5) working days, the grievance at the written request of the UNION, will proceed to arbitration only if a contractual grievance, pursuant to paragraph 2 (A) above is alleged. A request for arbitration shall be made no later than fifteen (15) working days and failure to file within said time period shall constitute a bar to such arbitration unless the UNION and the CITY mutually agree in writing upon a longer time period, within which to adjust such a demand.

5) Notwithstanding the above, the UNION business agent may meet informally with the business administrator or their authorized representative on matters under this Article in an effort to prevent potential grievances from arising.

6) ARBITRATION - With regard to subject matter that is arbitratable, arbitrator shall be selected by a timely filing with the American Arbitration Association and said selection process shall be in accordance, with the rules of that agency. Timely filing for purposes of this paragraph shall mean a period of time

not to exceed seven (7) days from the date on which the request for arbitration was forwarded to the CITY. However, no arbitration hearing may be scheduled sooner than thirty (30) days after the final decision of the business administrator or his/her authorized representative. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the specific and express written provisions of this Agreement or any amendment or supplement thereto. The arbitrator shall have no authority to interpret any law, court decision, or statute of this State or of the United States in rendering any determination.

7) COSTS - The costs incurred in the processing of cases to arbitration shall be borne equally between the CITY and the UNION. The costs, fees, and assessments charged by the arbitrator shall be borne equally between the CITY and the UNION.

8) TIME LIMITS - Failure in any step to communicate on a grievance within the specified time limitation shall permit the carrying of that grievance to the next step of the procedure. Failure to institute a grievance or to appeal from a response or to carry an appeal from a response or to carry an appeal from a non-response within the specified time limitation shall be deemed to constitute an abandonment of said grievance and a waiver of any right to carry the grievance further through the grievance procedure.

9) In the event an employee selects Civil Service proceedings with regard to all matters that are appropriate for such procedure, the employee shall not have the right to arbitration on such matters.

ARTICLE 11: DISCIPLINARY ACTION

1) No permanent employee of the CITY shall be suspended, removed, transferred or demoted from their office, employment, position, or separated from the service of the CITY for other than just cause.

2) An employee may be suspended, removed, transferred or demoted for cause, for reasons including the following:

1. Neglect of duty
2. Insubordination or serious breach of discipline

3. Intoxication while on duty
4. Commission of a criminal act
5. Disobedience of a rule or regulation
6. Conduct unbecoming a public employee
7. Any other reason deemed valid in the sole discretion of the CITY.

3) With respect to those employees within the jurisdiction of the Division of Civil Service, said suspension, removal, transfer or demotion from their office, employment or position, shall be governed by the applicable sections of Title 11 of the State of New Jersey and the rules and regulations promulgated there under.

ARTICLE 12: TRAINING, PROMOTIONS AND FILLING OF VACANCIES

1) It is the policy of the CITY that, whenever it is practical to do so, promotions shall be made from the ranks of the CITY staff of municipal employee provided there are qualified employees available and capable of performing the required duties in a satisfactory manner, as determined in the sole discretion of the CITY.

2) Factors to be considered by the CITY in the case of promotions include ability, performance, experience, character, job attitude and seniority.

3) Employees are encouraged to file with their respective department heads a list of skills and special training he/she has in order that the CITY may make the best possible use of all capabilities and potential of its personnel.

4) Whenever a vacancy exists or a new position is created, anyone, including all CITY employees who believe they possess the necessary qualifications, may apply for the position if they so desire.

5) The city clerk shall be responsible for the posting of job opportunities on all department bulletin boards.

6) An application for available position should be made by letter and resume addressed to the City Clerk and filed before the deadline specified in the job posting.

7) Due consideration shall be given by department heads and by council of each requested transfer of employee from one

department to another.

8) When applicable, this section shall be subject to the applicable Civil Service Rules and Regulations.

9) Application forms for employment as approved by council and the Division of Civil Service, when applicable, shall be obtained at the office of the City clerk and should be completed by all persons applying for employment with the CITY.

10) The chairperson of the Committee, upon receipt recommendation received from the Council person in charge, may prefer to interview personally the applicants who appear to be qualified and most desirable for the position, and will tentatively select the one to be appointed, subject to a satisfactory medical examination and any further investigation as deemed necessary by the Council.

11) Prior to the medical examination, the selected applicant will receive a copy of the CITY'S Rules and Regulations. If after a careful study of the policies, practices and rules set forth therein, the applicant agrees to conform with them, the applicant will sign a statement provided for that purpose, and will proceed with the medical examination.

12) Any applicant who will not conform to the authorized personnel policies, practices and rules of the CITY shall be considered ineligible for employment, and will be so notified.

13) All tentatively selected applicants will be advised by the CITY that their appointment is being considered on the basis of the information contained in the application for employment and given in the personnel interview. Any misstatements or pertinent information withheld shall be considered as sufficient cause for immediate separation from employment with the CITY.

14) The City Clerk will then arrange to have the selected applicant examined by a physician designated by the CITY, if so required by the Council.

15) If the medical examination is satisfactory, the entire file is to be referred to the councilperson in charge for reference to the council for final action.

16) The City Clerk will check all papers and records for completeness and set up a personnel history file. Personnel History files are confidential records, available only to the Mayor and City Council, and will be maintained in the office of the City Clerk in a locked file.

17) The foregoing requirements and practices are intended to cover all full-time and part-time employees. Such requirements and practices shall not interfere with or replace more stringent requirements and practices hereafter established and are subject to the state statutes including civil Service Statutes and Regulations.

ARTICLE 13: SALARIES

It is hereby agreed by and between UNION and EMPLOYER that members of the UNION shall be entitled to the following percentage salary increases for the following years:

Increases:

| | |
|---------------------------|------|
| Effective January 1, 2014 | 2% |
| Effective January 1, 2015 | 1% |
| Effective January 1, 2016 | 1.5% |

Parties acknowledge that attached hereto and incorporated herein as Exhibit "A" & "B" is a salary schedule by position for years 2014, 2015 and 2016. The parties shall adopt said salary schedule.

ARTICLE 14: OVERTIME

1) The work week shall consist of five (5), eight (8) hour work days for Blue collar and Dispatch employees, and five (5) six (6) hour work days for White Collar employees. No work shall be performed during the lunch period with exception of dispatch. Municipal court Administrator, Deputy Municipal court Administrator, and Planning and Zoning Secretaries shall continue their present practice with regard to work performed outside of the six (6) hour work day.

2) All employees shall receive overtime pay for all hours worked in excess of the regularly scheduled work week at the rate of one and one-half (1½) times the employee's regular base rate of

pay. For the purposes of schedule events, carnivals, parades, etc. employees of the bargaining unit will handle barricades and bleachers.

3) Whenever it becomes necessary for an employee to work outside the regular work hours, said employee shall be authorized to do so by his/her respective department head prior to performing the overtime work. Overtime shall be offered on a rotated basis so that all employees have an equal opportunity to work.

4) Overtime shall be authorized only for "emergency" reasons. "Emergency" as used herein shall include any unusual condition caused by any circumstances or situation including shortages of personnel or work force caused by vacancies, sickness or injury, or taking of accrued vacation leave, whereby the safety of the public is endangered or imperiled. Such emergency overtime may also qualify for compensatory time off or overtime pay at the prevailing overtime wages when so authorized by the Committee.

5) The CITY agrees to provide to those employees required to work a full eight (8) hour straight time shift during an "Emergency Shut-Down Day" of the "CITY with one (1) eight hour compensatory day off.

6) Any day on which there is an unexcused absence shall not count towards the necessary hours for purposes of overtime.

7) If an employee is recalled on duty, either before the beginning or after the completion of their normal shift, they shall receive a minimum guarantee of two (2) hours compensation at the overtime rate for the first time they are recalled out on a given day, provided said duty is not contiguous with the employee's normal work day. The CITY shall have the right to retain the employees on duty for the minimum time period.

(8) All employees who have earned overtime pay pursuant to this Article will be paid by CITY as soon as practical, after submitted by said employee's supervisor.

(9) Public Works Department - Standby Pay and Call-In Pay Employees shall receive 2 hours per day standby pay when needed and two (2) hour call in pay when called in. Standby Pay shall be offered on a rotating basis so that all employees have an equal opportunity.

(10) Utility Department Standby Pay - Standby pay shall be \$105.00 per week. Only one employee can be on Standby per week. Yearly payout for standby shall not exceed \$5,460.00.

ARTICLE 15: HOLIDAYS

1) The following are the paid holidays to be given to the employee covered by this Agreement.

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before or day after Christmas, the discretion of the Governing Body.
Three (3) Personal Days

2) In the event that an official holiday is observed during an employee's vacation, they shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, they shall not have that holiday charged against their sick leave.

3) If an employee is requested to work on a holiday, they shall receive compensatory time for said work period on an hour-to-hour basis.

ARTICLE 16: QUALIFICATIONS FOR HOLIDAYS

1) Employees must report to work as scheduled the day before and after the Holiday to receive Holiday pay subject to extenuating circumstances accompanied by a doctor's note or other official document.

2) Any employee not working on a holiday will receive straight time.

3) When a Holiday falls on a Saturday, it will be observed on Friday. When it falls on a Sunday, it will be observed on Monday.

~~4) The rate of pay for a Holiday shall be at the rate of the~~

job employed at when the Holiday occurs.

ARTICLE 17: VACATIONS

1) All permanent full-time employees shall be granted the following annual leave for vacation purposes, with pay for each calendar year except as otherwise herein provided.

Years of Service

Number of Working Days

Up to 1 year

One (1) working day for each month of service, provided the employee has had a minimum of six (6) months satisfactory service.

After (1) year and up to five (5) years of service

Twelve (12) working days

After five (5) years and up to twelve (12) years of service

Fifteen (15) working days

After twelve (12) years of service and up to twenty (20) years of service

Twenty (20) working days

Over twenty (20) years of service

Twenty-five (25) working days

2) Only full-time employees shall be entitled to vacation benefits. Seasonal and part-time employees shall not be entitled to vacation benefits.

3) All vacation time shall be scheduled as the needs of the CITY require, on the basis of seniority. Each and every full-time employee without exception must take the authorized annual vacation, and compensation will not be allowed in place of vacation time unless approved by the Council.

4) If an employee is unable to take their vacation time in the year it accrues because the CITY does not allow the employee

to take the vacation time accrued, the accrued vacation time shall be carried into the next succeeding calendar year only.

5) The deadline for the initial filing of vacation requests is January 31st of each calendar year. Vacation requests filed on or before that date shall be granted by seniority within each classification. Vacation requests filed after January 31st of each calendar year shall be granted on a "first-come-first-serve basis". All vacation requests filed after January 31st of each calendar year must be filed at least one (1) month in advance of the desired vacation period.

6) Employee shall be entitled to submit vacation requests for up to a maximum of two (2) consecutive weeks. Any vacation request in excess of two (2) consecutive weeks must be approved by the City Council or his/her designated representative.

7) If any employee terminates his/her employment with the CITY, or his/her employment is terminated by the CITY, he/she shall have his/her vacation entitlement pro-rated on an annual basis and any accrued vacation shall be paid on the final pay period following such termination.

ARTICLE 18: SICK LEAVE

1) All permanent full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one (1) working day for every month of service during the remainder of the first year of service and fifteen (15) working days in every calendar year thereafter.

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

3) Sick leave is hereby defined as an 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 and requiring the care and attendance of such employee, or absence caused by death in the immediate family of such employee.

4) Immediate family, for the purpose of the use of sick leave shall mean mother, father, sister, brother, spouse or child, natural or adopted.

5) Any employee who shall be absent from work for three(3) or more consecutive working days for sick leave, or for more than ten (10) days in any calendar year, shall be required to submit acceptable medical evidence substantiating the illness.

6) An employee's supervisor, at his/her discretion and at any time, may require the employee to submit acceptable medical evidence of proof of illness or may require the employee to undergo a physical examination, whenever such a requirement appears reasonable to the supervisor.

7) In case of death in the immediate family, reasonable proof will be required by the department head.

8) In order to receive compensation while absent on sick leave, an employee shall report his/her absence at least two (2) hours prior to the start of his/her shift, where possible, except where emergent circumstances prevent the employee from doing so. In those circumstances, the employee shall report his/her absence as promptly as possible. Where it is not possible to report the absence at least two (2) hours prior to the start of the shift, the employee shall report his/her absence at some point prior to the start of the shift. The employees must notify the Mid-Atlantic Dispatcher of said absence. Failure to so notify the Mid-Atlantic dispatcher may be cause for denial of the use of sick leave for the absence, and constitute cause for disciplinary action.

9) Absence without notification for five (5) consecutive days shall constitute a resignation. Abuse of sick leave shall be cause for disciplinary action, and may constitute just cause for dismissal.

ARTICLE 19: TERMINAL LEAVE

1) Sick leave may be allowed to accumulate indefinitely to provide for medical conditions that require extensive leave of absence.

2) There will be no entitlement for payment of accumulated sick leave upon termination of employment for just cause.

3) However, an employee who retires after ten (10) years of employment with the CITY shall be entitled to a lump sum payment for accumulated sick leave up to, a maximum of forty-five (45) days sick leave pay.

4) No employee who is removed from office or employment because of a conviction of a crime shall be entitled to the benefits of this section.

5) No employee shall be entitled to a lump sum payment as provided herein whose employment is terminated for any reason other than retirement.

ARTICLE 20: LEAVE OF ABSENCE

1) A leave of absence without pay may be requested by an employee who shall submit in writing to his/her department head all facts bearing upon request.

2) The department head shall present the facts bearing upon request along with their recommendations to the Mayor and/or Council person in charge for consideration by the Mayor and/or Council.

ARTICLE 21: HEALTH AND WELFARE, LEGAL AND SCHOLARSHIP FUNDS

1) **Health care**: The CITY will enroll all regular full-time employees and families in the City's Health Care Plan, at no cost to the employee.

2) **Dent and optical**: The CITY will enroll all regular full-time employees and families in the Dental and Optical plans at no cost to the employee.

3) **LEGAL FUND** - The CITY will contribute into the Teamsters Local #331 Legal Services Fund, effective January 1, 2014 through December 31, 2016 the term of this Agreement, the amount for a maximum of \$18.00 per month, per employee.

7) The amounts set forth above shall be remitted to the appropriate Funds on a monthly basis consistent with the Trust documents.

8) **SCHOLARSHIP FUND** - The CITY will contribute into the Teamsters Local #331 Scholarship Fund, effective January 1, 2014, through December 31, 2016, the term of this Agreement, \$4.00 per week per employee.

9) The amounts set forth above shall be remitted to the appropriate Funds on a monthly basis consistent with the Trust documents.

ARTICLE 22: MATERNITY LEAVE

- 1) Maternity leave without pay may be granted to an employee with a minimum of one (1) year service.
- 2) Any employee desiring maternity leave must notify the City Clerk of the appropriate date of said request at least one (1) month prior to said leave.
- 3) 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.
- 4) Any employee returning from maternity leave will resume employment at the same step as when her leave commenced.
- 5) Total maternity leave shall not exceed six months from the date of birth.

ARTICLE 23: REST PERIODS

There shall be two (2) fifteen (15) minute rest periods for Blue Collar employees, to be scheduled by the EMPLOYER. One shall be during the morning hours and one during the afternoon hours of the work day/shift.

ARTICLE 24: FUNERAL LEAVE

The EMPLOYER agrees to grant five (5) days off, without loss of pay, in the event of the death an employee's mother, father, sister, brother, child, spouse, father-in-law, mother-in-law, grandparents or another relative with whom the employee is residing at the time of death. Said leave may be taken within ten (10) days of the death.

ARTICLE 25: INJURY LEAVE

Any employee injured while on duty and who must miss work time shall only be entitled to receive Workmen's compensation benefits.

ARTICLE 26: JURY DUTY

1) Any regular full-time employee who loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the CITY the difference between their daily base rate of pay (up to maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

(A) The employee must notify their supervisor immediately upon receipt of a summons for jury service.

(B) The employee has not voluntarily sought jury service.

(C) No employee is attending jury duty during vacation and/or other time off from CITY employment and;

(D) The employee submits adequate proof of the time served on the jury and the amount received for such service. If, on any given day, an employee is attending jury duty, he or she is released by the Court prior to 11 o'clock a.m., that employee shall be required to return to work by 12 o'clock noon that day in order to receive pay for that day. The employee will be allowed to take their normal lunch period.

ARTICLE 27: SHIFT DIFFERENTIAL

Effective January 1, 2013, Shift Differential will be an additional \$.35 per hour for the 4-12 shifts, and an additional \$.40 per hour for the 12-8 shift, said amount is over the hourly wage negotiated herein.

ARTICLE 28: MUTUAL COOPERATION PLEDGE

1) The UNION hereby covenants and agrees that during the term of this Agreement, neither the UNION nor any person acting on its behalf will cause, authorize, or support nor will any of its members take part in any strike, (i.e. the concerted failure to report for duty or willful absence of any employee from their position, or stoppage of work, or absence in whole in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walk-out or other illegal job action against the CITY. The UNION agrees that such action would constitute a material breach of this Agreement.

2) The UNION agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action or any other employee or group of employees by the CITY, and that the UNION will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

3) 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 damage, or both, in the event of such breach by the UNION or its members.

4) The CITY agrees that it will not engage in the lockout of any of its employees.

ARTICLE 29: SEPARABILITY AND SAVINGS CLAUSE

1) If any article or section of the Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been deemed invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Article 30: General Clauses

- 1) All bargaining unit personnel given uniforms shall be required to wear said uniform at all times to working hours. Any plate not in proper uniform to working hours shall be sent home without pay for the day.
- 2) Public Works and utility department employees shall be provided with an annual work shoe purchase credit up to \$150 with presentation of receipt. Carhart pants and jackets will be provided at the City's expense when needed by employees. Receipts must be presented to receive reimbursement.
- 3) Bulletin boards shall be made available by the city at the public Works Crouch and City Hall for the use of the Union for the purpose of posting Union announcements. The Director of the Department, or his/ her representative may have removed from the bulletin boards any materials which do not conform with the intent and provisions of this article.
- 4) Any employee required to return on his normal time off shall be granted a minimum of two(2)hours premium rate.

- 5) Except when statutory requirements direct otherwise, all new employees shall serve a period of probation for three months.
- 6) Employees who resign will tender their resignation in writing to the city clerk at least two (2) weeks prior to the effective date of the resignation, if possible, in order to provide time for appointing and instructing of a successor. All employees will when leaving this service of the City, complete and sign a "termination receipt" when receiving their final compensation. This receipt will be filed in the employee's personal history file as evidence of the satisfaction of all claims against the city.

ARTICLE 31: MANAGEMENT RIGHTS

1) The City of Egg Harbor City hereby retains and reserves unto itself, without limitation, 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 of the United States, including, but without limiting the generality of the foregoing, the following rights.

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

(B) To make the 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 to be in sole charge of the quality and quantity of the work required.

(C) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees.

(D) To hire all employees, to promote, transfer, assign or retain employees in positions within the CITY.

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

(F) To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

(G) The CITY reserves the right with regard to all other conditions of employment not reserved to make such changes it deems desirable and necessary for the efficient and effective operation of the CITY.

2) 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 hereof that are in conformance with the Constitution and laws of New Jersey and of the United States.

3) Nothing contained herein shall be construed to deny or restrict the CITY in the exercise of its rights, responsibilities and authority under N.J.S.A. 40A:1-1, et seq., or other national, state, county or local laws or regulations.

ARTICLE 32: FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties "bargainable" 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 to signed this Agreement.

ARTICLE 33: DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 2014 and shall terminate on December 31, 2016. If either party desires to change this Agreement, it shall notify the other party, in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desires to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto signatures:

CITY OF EGG HARBOR



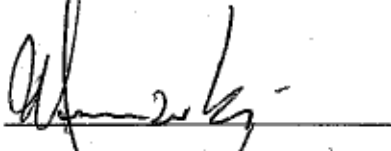
MAYOR


CITY CLERK

TEAMSTERS LOCAL #331



PRESIDENT/CEO


BUSINESS AGENT

**TEAMSTERS BARGAINING UNIT
SALARY SCHEDULE
EXHIBIT "A"**

| POSITION | 2014 | 2015 | 2016 |
|---|--------|--------|--------|
| COURT Admin. State Certified | 45,345 | 45,798 | 46,485 |
| DEPUTY COURT Adm. | 34,010 | 34,350 | 34,865 |
| Violations Clerk | 30,608 | 30,914 | 31,378 |
| CLERK/TYPIST: first year | 29,070 | 29,361 | 29,801 |
| Adm. Part time | 14.74 | 14.74 | 14.74 |
| LABORER/OPERATOR and/or WATER REPAIRER: first year | 31,000 | 31,000 | 31,000 |
| LABORER/OPERATOR and/or WATER REPAIRER: second year | 32,085 | 32,085 | 32,085 |
| LABORER/OPERATOR and/or WATER REPAIRER: third year | | 33,208 | 33,208 |
| LABORER/OPERATOR and/or WATER REPAIRER: after third year | | | 34,453 |
| LABORER/MOTOR BROOM DRIVER | 48,904 | 49,393 | 50,134 |
| Senior Public Works Repairer | 56,695 | 57,262 | 58,121 |
| MECHANIC | 51,502 | 52,017 | 52,797 |
| | | | |
| | | | |

**TEAMSTERS BARGAINING UNIT
SALARY SCHEDULE
EXHIBIT "B"**

| <u>Name</u> | <u>Position</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
|---------------------|-------------------------------|-------------|-------------|-------------|
| Ricky DeBiase | Laborer/Motor Broom Driver | 53,060 | 53,591 | 54,394 |
| Gerard Ganiel | Laborer/Operator | 51,381 | 51,895 | 52,673 |
| Raymond Mejias | Senior PW Repairer | 61,514 | 62,129 | 63,061 |
| Joe Lugg | Mechanic | 55,880 | 56,439 | 57,285 |
| Chester Wescoat Jr. | Laborer/Operator | 51,619 | 52,135 | 52,917 |
| Donna Heffley | Clerk Typist | 31,913 | 32,232 | 32,716 |
| Ian DiMatteo | Water Repairer -2nd Year | 32,085 | 33,208 | 34,453 |
| Keith Adams | Water Repairer | 49,581 | 50,077 | 50,828 |
| Kathy Cori | Clerk Typist | 38,899 | 39,288 | 39,877 |
| Crystal Czerwinski | Court Administrator-certified | 45,345 | 45,798 | 46,485 |
| Phillip Cunningham | Laborer | 35,142 | 35,494 | 36,026 |

All others not covered by "Exhibit A" will receive normal yearly raises as agreed to in this contract for years 2013, 2014, 2015, 2016 as found on page 13 in this contract under Salaries.