



AGREEMENT

Between

CITY OF SOMERS POINT

and the

TEAMSTERS UNION LOCAL NO. 115

of Philadelphia, Pennsylvania,

affiliated with the International Brotherhood of Teamsters

EFFECTIVE JANUARY 1, 2008 through DECEMBER 30, 2012



TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE NO.
I	Parties, Purpose, Considerations.....	1
II	Union Recognition.....	1
III	No Discrimination.....	1
IV	Maintenance of Standards.....	1
V	Maintenance of Membership/Agency Shop	1
VI	Checkoff.....	2
VII	Inspection Privilege	2
VIII	Stewards.....	2
IX	Protection of Rights	3
X	Supervisors and Foremen.....	3
XI	Hiring Employees.....	4
XII	Layoff Notice.....	4
XIII	Guaranteed Work Day.....	4
XIV	Discipline.....	4
XV	Grievance Procedure.....	5
XVI	Seniority.....	7
XVII	Premium Rates.....	8
XVIII	Transfer Rates.....	8
XIX	Equal Pay.....	8
XX	Holidays.....	9
XXI	Qualifications for Holidays.....	9
XXII	Vacations.....	9
XXIII	Welfare & Pension Benefits.....	10
XXIV	Sick Leave.....	10
XXV	Rest Periods.....	11
XXVI	Funeral Leave.....	11
XXVII	Jury Duty.....	11
XXVIII	Separability and Savings Clause	11
XXIX	General Clauses	11
XXX	Duration.....	13
XXXI	Management Rights	14
XXXII	Salaries.....	14
XXXIII	Longevity.....	16
	Execution of Agreement	16
	Appendix A - Wages.....	17
	Appendix B Employee Prescription Drug Benefits	18

COLLECTIVE BARGAINING AGREEMENT

ARTICLE I - PARTIES, PURPOSE, CONSIDERATIONS

THIS AGREEMENT is entered into as of the 1st of January, 2008, between the City of Somers Point (hereinafter referred to as the "EMPLOYER") and the TEAMSTERS UNION LOCAL NO. 115 of Philadelphia, Pennsylvania, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "UNION").

WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.

NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

ARTICLE II - UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the employees whose classifications are set forth herein, employed by the Employer, within the geographical jurisdiction of the Union.

ARTICLE III - NO DISCRIMINATION

The Employer agrees not to discharge or discriminate in any way against any employees for Union activities or Union membership.

ARTICLE IV - MAINTENANCE OF STANDARDS

(1) The Employer agrees that all conditions of employment relating to wages, hours of work, fringe benefits, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, or its effective date, whichever is earlier, and the conditions of employment shall be changed wherever specific provision for change are made elsewhere in the Agreement.

(2) The Employer agrees not to enter into any other agreement or contract, written or oral, with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE V - MAINTENANCE OF MEMBERSHIP / AGENCY SHOP

(1) All employees of the Employer who are members of the Union on the date of this Agreement is executed shall maintain their membership in good standing for the duration of this Agreement. All employees of the Employer who join the Union subsequent to the execution date of this Agreement shall

thereafter maintain their membership in good standing. Maintenance of membership by employees who are or become members of the Union shall be a condition of continued employment by the City for the duration of this Agreement. It is provided that such employees may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement.

(2) Each employee covered by this Agreement who fails, voluntarily, to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the thirtieth (30th) day, to pay the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge for services rendered by the Union shall be an amount equal to eighty-five percent (85%) of the regular membership dues and initiation fees.

ARTICLE VI - CHECKOFF

DUES AND INITIATION FEE:

It is understood and agreed between the Employer and the Union that the Employer will deduct any back unpaid Union dues and initiation fees owed the Union (provided such indebtedness for dues or initiation fees was incurred during employment with the Employer) as well as current monthly dues and initiation fees, from the paycheck of all employees who have signed proper legal authorization for such deductions and who are covered by the agreement, on the last pay day of the month preceding the current month for which current union dues and initiation fees are due the Union. The Employer further agrees to remit to the Secretary-Treasurer of the Union, immediately after the checkoff payday, all Union dues and initiation fees so deducted from the paychecks of employees covered by this Agreement.

ARTICLE VII - 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, after first notifying the Employer at its office.

(2) The Union, Business Agent or their representatives, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute.

ARTICLE VIII - STEWARDS

The Employer recognizes the right of the Union to designate Shop Stewards and alternates in accordance with present practice. It is the responsibility of the Union to notify the Employer of the identity of the Steward and any alternates.

(1) 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:

(1) Have been reduced to writing, or

(2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdown, refusal to handle goods, or any other interference with Employer's business.

(2) Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union, and notified in writing to the Employer.

(3) The Employer recognizes these 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 the agreement.

(4) The Steward shall be permitted to investigate, present and process grievances on the property of the Employer, or off the property with prior notification to the Employer, without loss of time or pay, subject to scheduling by the City, which will not be unreasonably delayed. Only one (1) Steward or appropriately appointed alternate shall process any particular grievance. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE IX - PROTECTION OF RIGHTS

Picket Lines:

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through any primary picket line, including the primary picket line of Unions party to this Agreement, except in emergency situations affecting the health and safety of the City or its residents.

ARTICLE X - SUPERVISORS AND FOREMAN

No Superintendent or other non-union personnel shall perform the duties done ordinarily by employees in the bargaining unit except for purposes of instruction and/or bona fide emergencies.

ARTICLE XI - HIRING EMPLOYEES

- (1) Subject to existing law, and Civil Service guidelines, if applicable, all hiring will be done in accordance with the City's established procedures.
- (2) The Employer's payroll office shall furnish the Union a written list of all new employees employed during the previous month, as well as any employees retained during the said month after the probationary period.

ARTICLE XII - LAYOFF NOTICE

The Employer will give all regular employees with two (2) years of service or more five (5) days' notice of layoff for lack of work or pay in lieu thereof, and three (3) working days' notice of layoff for lack of work or pay in lieu thereof to all other regular employees. These provisions shall not apply when a layoff is caused by reasons beyond the control of the Employer.

ARTICLE XIII - GUARANTEED WORK DAY

- (1) **Blue Collar** - Employees who have seniority of two (2) years or more and who report on the first scheduled work day of the week shall be guaranteed thirty-seven and one-half (37½) hours of work each week. All employees who report for work on any scheduled work day at the hour designated shall be guaranteed seven and one-half (7½) hours' work for the day.

The regular work week shall consist of thirty-seven and one-half (37½) hours per week, seven and one-half (7½) hours per day, excluding lunch periods, five (5) days per week, Monday through Friday inclusive.

- (2) **White Collar** - Employees who have seniority of two (2) years or more and who report on the first scheduled work day of the week shall be guaranteed thirty-five (35) hours of work each week. All employees who report for work on any scheduled work day at the hour designated shall be guaranteed seven (7) hours' work for the day. Planning/Zoning Secretary and Deputy Court Administrator will continue their present practice.

The regular work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, excluding lunch periods, five (5) days per week, Monday through Friday inclusive.

ARTICLE XIV - DISCIPLINE

- (1) The Employer shall not discharge nor suspend any employee until the Business Agent has been notified of the case, except where the provisions of this Article provide for immediate discharge. Notification may be made by telefax or other electronic transmission. A representative of the Union must be in personal contact with the Employer within twenty-four (24) hours after notice to the Union of the discharge or suspension, delivered during working hours from Monday to Friday inclusive. If there is no response by the Union representative within the twenty-four (24) hour period, the Employer may take appropriate action, subject to appeal through the grievance procedure.

Before a discharge or suspension, the Employer must first have given at least one (1) written warning notice of the complaint against such employee to the employee, and a copy of the complaint to the Union. No warning notice need be given to an employee before he is discharged or suspended if the cause of such discharge is:

- A. Calling an unauthorized strike or walkout.
- B. Drunkenness, drinking during working hours (including lunch time) or being under the influence of liquor or drugs during working hours (including lunch time).
- C. Proven theft or dishonesty.
- D. Unprovoked assault on anyone during working hours.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be for just cause after written notice to the employee and the Union. Any employee may request that the Union investigate his discharge, suspension, or warning notice. Should such investigation reveal that an injustice has been done an employee as agreed between the City and the Union, then the employee shall be reinstated as provided in this agreement, or the warning notice withdrawn.

- (2) Upon discharge, the Employer shall pay all money due to the employee at that time. Upon quitting, the Employer shall pay all money due to the employee on the pay day of Employer following quitting.

If an employee is discharged or suspended as provided for in this Article, pending final disposition of said discharge or suspension, the Employer shall continue to make the required contribution for Health and Welfare Benefits.

Uniform Rules and Regulations with respect to disciplinary action or City procedures may be drafted by the Employer provided they do not conflict with any provision of this Agreement and are first discussed with the Union.

ARTICLE XV - GRIEVANCE PROCEDURE

- (1) *Definition:*

A grievance shall be defined as a complaint by an employee covered by this Agreement as to working conditions, terms and conditions of employment, and/or any personal loss or injury because of a violation to this Agreement between the parties. A grievance, to be considered under this procedure must be initiated within ten (10) calendar days from the time of its occurrence, or the knowledge of its occurrence.

- (2) *Procedure:*

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a

grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of their department until such grievance, and any effect thereof shall have been fully determined.

Where evidence of hardship would result from compliance with the time regulations set forth in the following levels, a written request for an extension of time at any one of the levels in the Grievance Procedure shall be recognized. The period of extension of time shall be limited to fifteen (15) calendar days.

Step 1:

The Union Steward shall raise the grievance with the grievant's immediate supervisor or Department Head, in an attempt to resolve the matter informally. If as the result of that discussion, the matter is not resolved to the satisfaction of the grievant within five (5) calendar days, the grievant shall set forth the grievance in writing to the City Administrator, or his/her designee, on the form agreed to by the parties, attached hereto as Appendix A. "Report of Grievance". The Union Steward shall present the grievance to the City Administrator, or his/her designee, and a meeting shall be scheduled where both parties will endeavor to resolve such grievance. The City Administrator, or his/her designee, shall communicate his/her decision in writing to the Union Steward within five (5) calendar days of receipt of the written grievance.

Step 2:

The Union Business Agent, no later than five (5) calendar days after receipt of the decision of the City Administrator, or his/her designee, may take the matter up with the City Administrator, or his/her designee, in an attempt to settle the grievance.

The Union Business Agent and the City Administrator, or his/her designee, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days. The City Administrator, or his/her designee, shall communicate his/her decision in writing to the Union Business Agent.

Step 3 (Arbitration):

No claim by an employee shall constitute a grievable matter beyond Step 2 or be processed beyond Step 2 if it pertains to any matter for which a method of review is prescribed by law, or any rule or regulation beyond the scope of the City's authority or limited to action of the City alone.

If the Business Agent of the Union and the City do not reach an agreement or adjustment satisfactory to the Union, the Union may, in its discretion, submit the matter to an arbitrator to be selected pursuant to the procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties.

Each party shall bear the total cost incurred by them. The fees and expenses of the arbitrator are the only costs which shall be shared by the parties, and such

costs shall be shared equally. Where grievance procedures are mutually scheduled by the parties during working time, persons proper to the present shall suffer no loss of pay.

ARTICLE XVI - SENIORITY

(1) In all cases of any decrease or increase of the working force and for promotion, the main factor to be considered will be the length of continuous service with the Employer. In each instance the determining factors shall be the ability and necessary qualifications to perform the particular job.

(2) It is understood that seniority shall be unit-wide, white collar and blue collar within each unit.

(3) The list of employees rated according to seniority is attached hereto and made a part of this Agreement. The Employer will supply the Union, and the Shop Steward, with a list of all additions or deductions from the seniority list. The Employer shall keep posted in a conspicuous place, a list of employees showing the seniority date of each. The seniority list shall be prepared from information on file in the personnel department.

(4) Probationers shall obtain seniority after ninety (90) days of employment. In cases of layoffs, the Employer shall lay off probationers before putting into effect the seniority policy, as stated above. Probationers, after having fulfilled ninety (90) days continuous service, shall date their seniority from the date they were first employed.

(5) When it becomes necessary to lay off employees, the Employer will notify the Shop Steward and the Union of the names of the employees to be laid off, at least two (2) working days in advance of notification to the employee. The Shop Steward shall use this information only for the purpose of checking the seniority list and of consulting with management when there appears to be reason to disagree with the selection of employees to be laid off.

(6) All Shop Stewards shall have top ranking seniority (during the term of their office), irrespective of actual length of service, for layoff and recall only, if allowable by Civil Service.

(7) There shall be no preference of jobs to employees in the same job classification at any time, except when hours of work are involved in accordance with this Agreement.

(8) Seniority shall terminate:

(A) When an employee is discharged.

(B) When an employee voluntarily quits his employment.

(C) At the end of forty-eight (48) months after an employee is laid off for lack of work.

(D) Any employee laid off for lack of work, who, within fourteen (14) days does not report for work to his own department after being notified in writing, mailed to his last known place of address will be considered as having terminated his employment.

(E) When an employee does not return to work on or before the expiration date of his or her authorized leave of absence.

(F) Any employee laid off for lack of work, who does not reply to a written notice to report for work received on a working day within twenty-four (24) hours, will be passed for that job and the next senior employee will then be called. The original employee, however, will not lose his place on the seniority list and will be called for the next job open.

ARTICLE XVII - PREMIUM RATES

(1) The work week shall consist of five (5) days of seven and one-half (7½) hours Blue Collar, and seven (7) hours White Collar, each Monday through Friday. No work shall be performed during the lunch period. Planning/Zoning Secretary and Deputy Court Administrator will continue their present practice.

(2) For all hours worked on Sunday, an employee shall be paid at the rate of two (2) times the rate for the job. Should Sunday be the employee's regularly scheduled work day, the double time rate shall apply to the employee's seventh consecutive day of work.

(3) For all hours worked on Holidays, an employee shall be paid at the rate of two (2) times the rate for the job in addition to the Holiday pay.

(4) For all hours worked in excess of seven and one-half (7½) hours Blue Collar, seven (7) hours White Collar in a day, an employee shall be paid at one and one-half (1½) times the rate for the job. For all hours worked in excess of twelve (12) hours in a day, an employee shall be paid at two (2) times the rate for the job. For all hours worked in excess of thirty-five (35) hours per week, White Collar, or thirty-seven and one-half (37½) hours per week, Blue Collar, and for all hours worked in excess of thirty (30) hours Blue Collar, per week or twenty-eight (28) hours White Collar per week when a Holiday occurs, an employee shall be paid at one and one-half (1½) times the rate for the job.

ARTICLE XVIII - TRANSFER RATES

Employees temporarily moving from a higher rate job to a lower rate job will receive the pay of the higher rate job. After fifteen (15) consecutive days, White Collar Employees temporarily moving from a lower rate job to a higher rate job, will receive the pay of the higher rate job.

ARTICLE XIX - EQUAL PAY

Employees doing same work and who have served same periods of time in such work shall receive the same rate of pay, regardless of sex.

ARTICLE XX - HOLIDAYS

(1) All regular employees will be entitled to receive, as Blue Collar, seven and one-half (7½) hours and as White Collar, seven (7) hours pay at the straight time rate for the following holidays:

New Year's Day	Columbus Day
President's Day	Election Day
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	Two (2) Personal Days

ARTICLE XXI - QUALIFICATIONS FOR HOLIDAYS

(1) Straight time according to the regular work schedule of hours shall be paid for regular full-time employees for holidays (not worked) subject to the following conditions:

(A) Regular full-time employees, who are confined by a duly certified illness during the entire week in which the holiday occurs, shall be paid straight time for the holiday.

(B) When a holiday falls on a Saturday, it will be observed on Friday.

(C) When a holiday falls on a Sunday, it will be observed on Monday.

(D) The rate of pay for a holiday shall be at the rate of the job employed at when the Holiday occurs.

(E) Any employee using a sick day on the day before or the day after a paid holiday shall not be entitled to the paid holiday, unless the employee provides a doctor's note for such absence. The City may, at its discretion, require that the employee see the City's workers compensation doctor in order to verify the condition requiring the absence.

ARTICLE XXII - VACATIONS

(1) The following paid vacation days are entitled to each employee in accordance with continuous number of years of service. The Vacation period shall be from the Anniversary Date of Employment for each year.

<u>Continuous Employment</u>	<u>Paid Vacation Days</u>
Up to one (1) Year	1- Day per Month
One (1) to Five (5) Years	12 Days per Year
Six (6) to Ten (10) Years	15 Days per Year

Eleven (11) to Fifteen (15) Years	18 Days per Year
Sixteen (16) to Twenty (20) Years	21 Days per Year
Twenty-one (21) to Twenty-five (25) Years	24 Days per Year
Twenty-six (26) to Thirty (30) Years	30 Days per Year
Thirty-one (31) or More Years	32 Days per Year

(2) In the event that a Holiday shall occur during a Vacation Week, an employee on vacation shall not be charged a vacation day for the Holiday.

(3) Continuous service shall not be broken by strikes or layoffs caused by lack of business, as long as seniority is maintained.

(4) Any employee that has been laid off, resigned, quit, or been discharged shall receive all vacation pay up to the date of his termination pro rata.

(5) Bargaining unit employees may request the Employer to buy back a maximum of five (5) vacation days per year. The decision to buy back vacation days rests with management, subject to the Employer's staffing needs and the employee's attendance record. All requests for vacation buy back days shall be submitted in writing by the employee to his/her supervisor, for action by the City Administrator.

ARTICLE XXII - WELFARE & PENSION BENEFITS

(1) (A) The City will provide the State Health Benefits Plan or its equivalent for medical coverage free of charge to the employee and applicable dependents. Any employee who elects to opt out of insurance coverage will be reimbursed an amount equal to 50% of the value of single coverage in the State Health Benefit Plan, so long as this is allowable in accordance with the Plan. The City will provide a prescription plan as indicated on the Attachment #2, or its equivalent. The City will provide dental and eyeglass coverage equivalent to the existing plans.

(2) The Employer agrees to continue the current Life Insurance program.

(3) The Employer agrees to continue the current New Jersey Public Employee Pension Plan.

ARTICLE XXIV - SICK LEAVE

(1) Employees shall be entitled to sick leave of one (1) paid day per month during the first year of employment and fifteen (15) paid work days thereafter. Unused sick leave days may be accumulated from year to year.

(2) Upon employee's retirement, death, or honorable termination of employment, after having served at least five (5) full years, said employee shall receive terminal leave equal to one-half the employee's accumulated sick leave.

computed on his daily rate of pay for the year immediately preceding said termination, up to a maximum of \$20,000.00. Any employee, who is separated from service for cause arising from any disciplinary action, shall not be entitled to the benefits. For the purposes of this Agreement, accumulated sick leave shall be calculated from date of permanent employment. Employees with less than five (5) full years of service shall not be eligible for pay upon termination.

ARTICLE XXV - REST PERIODS

(1) There shall be two (2) fifteen (15) minute rest periods daily to be scheduled by the Employer. One shall be during the morning hours of the shift and one during the afternoon hours thereof.

ARTICLE XXVI - FUNERAL LEAVE

(1) The Employer agrees to grant four (4) days off, without loss of pay in the event of death of an employee's mother, father, sister, brother, child, spouse, in-laws, grandparents, or another relative with whom the employee is residing at the time of death in the family.

ARTICLE XXVII - JURY DUTY

(1) An employee whose service in the capacity of a juror makes it impossible or impractical to work the normal number of hours may make application to the Employer for the difference between jury duty pay received and his normal weekly earnings. The Employer agrees to pay such amount upon presentation of due proof by the employee of such jury duty.

ARTICLE XXVIII - SEPARABILITY AND SAVINGS CLAUSE

(1) If any Article or Section of this 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 with 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 held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(2) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective Bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIX - GENERAL CLAUSES

(1) The Employer shall provide up to \$650 per year for work uniforms for each blue collar employee for the duration of this agreement and shall also provide gloves, tools or other equipment to each employee when required, and shall maintain the gloves, tools and other equipment without charge.

(2) Any employees working overtime will not be given time off to offset the overtime work.

(3) Where new types of equipment and/or operations or classifications for which rates of pay are not established by this Agreement are put into use after January 1, 1992, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Upon failure to agree, either party shall have the right to submit the matter to the grievance procedure as outlined in Article XV. Rates agreed upon shall be effective as of the date equipment is put into use.

(4) Employees shall be entitled up to a \$10 meal allowance after four (4) overtime hours contiguous to a normal workday.

(5) The Employer shall permit the use of a union bulletin board for the posting of union business and activities.

(6) Injury leave shall be granted with full pay to any employee temporarily disabled through injury or illness as a result of, or arising from, their respective employment. Any amount of salary or wages paid or payable to employees shall be reduced by the amount of workmen's compensation awarded for same injury or illness requiring such leave. In no event shall this differential be paid for more than twelve (12) months.

(7) Any employee required to return to duty on his normal time off shall be granted a minimum of two (2) hours premium rate.

(8) The Employer agrees that two bargaining unit employees shall man a snowplow for any work performed after dark.

(9) No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one year. In the case of continuous absence for more than one year, such employee so absent shall be automatically separated from employment on the first anniversary date from the date such absence began. The City, may, in its discretion, extend such absence indefinitely.

(10) In order to operate a sewer utility, the City is required to designate an individual in possession of a current, valid operation license of the appropriate class issued by the New Jersey Department of Environmental Protection as the system operator.

Once the City has designated an employee covered by this Agreement as the system operator, that employee shall have seniority for the position within the unit, at a yearly compensation indicated in Article XXXII. The compensation will be paid with the regular pays, but separate from the employee's regular salary. This compensation will have no effect on the employee's overtime rate.

Should the designated system operator become a supervisor, the City may, in its discretion, maintain that individual as the system operator. Should the City decide not to maintain that individual as system operator, or should the designated system operator terminate employment with the City, then the City will designate as system operator the employee in this unit with the most seniority

under this paragraph. Seniority under this paragraph shall be established as the date the employee has obtained the appropriate license, so long as that employee has applied for compensation as indicated below. In the event that two or more employees receive the appropriate license on the same date, then their seniority under this paragraph shall be determined as delineated elsewhere in this contract. In the event that no employee covered by this contract has the appropriate license, the City may designate anyone they choose in possession of such a license, including supervisory personnel, or others not covered by this collective bargaining agreement.

For any members of the unit who have obtained licenses, but are not the designated operator, the City will pay the following one-time compensation:

C1 License - \$1,500.00
C2 License - \$1,000.00

For any members of the unit who have obtained licenses, but are not the designated operator, the City will pay the following yearly compensation:

C1 License - \$300.00
C2 License - \$500.00

This compensation shall not be paid in combination with each other, and the total compensations paid will be limited to five (5) all together, but not more than three in each category. It is the responsibility of the employee applying for the compensation to provide the City with a request for the compensation and proof of possession of the license. Once established, so long as the employee stays in possession of a current, valid license, the employee will continue to receive the compensation.

(11) All change in pay rates resulting from employee anniversary dates as delineated in this contract will occur with the first pay of the month following the employee's anniversary date.

ARTICLE XXX - DURATION

(1) This Agreement shall be effective five (5) years as of the first day of January, 2008 and shall continue in full force and effect up to and including December 31, 2012, and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days written notice prior to the original termination date or prior to the end of any subsequent year of intention to terminate the Agreement. Any and all changes in compensation and benefits agreed to after the said termination date shall be retroactive to the day following such termination date.

(2) In the event of an inadvertent failure by either party to give the notice set forth in Section (1) of this Article, such party may give such notice at any time prior to the termination or automatic renewal of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

ARTICLE XXXI - MANAGEMENT RIGHTS

(1) It is recognized that the well being of both parties is directly dependent upon the skill and efficiency with which the business of the Employer is conducted and that any assumption of the functions of management by representatives of the Union or Employees represented by it, is contrary to the intent and purpose of this Agreement.

(A) Accordingly, the Employer retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and invested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States including but not limited to the following rights:

1. The executive management and administrative control of the City government and its properties and facilities and activities of its employees.
 2. To hire, discharge and discipline employees for good cause, and to determine their qualifications for employment or assignment and to promote and transfer employees subject to the provisions of this Agreement.
- (B) Nothing contained herein shall be construed to deny or restrict the Employer of its powers, rights, authorities, duties, and responsibilities under R.S. 40 and R.S. 50A, or any other national state, county, or local laws or ordinances.
- (C) Somers Point is a City covered by Civil Service rules and regulations and is subject to the rules and regulations thereof.

ARTICLE XXXII – SALARIES

Blue Collar	Year	2008	2009	2010	2011	2012
Work Leader NA	NA	56,017	58,397	60,879	63,467	66,164
DPW Level 10	24, above	50,099	52,229	54,448	56,762	59,175
DPW Level 9	22, 23	48,890	50,846	52,880	54,995	57,195
DPW Level 8	20, 21	47,892	49,808	51,800	53,872	56,027
DPW Level 7	18, 19	46,883	48,759	50,709	52,737	54,847
DPW Level 6	16, 17	45,872	47,707	49,616	51,600	53,664
DPW Level 5	14, 15	44,248	46,018	47,858	49,773	51,764
DPW Level 4	12, 13	42,623	44,328	46,101	47,945	49,863
DPW Level 3	10, 11	41,467	43,126	44,851	46,645	48,510
DPW Level 2	8, 9	40,457	42,075	43,758	45,509	47,329
DPW Level 1	5,6, 7	37,428	38,925	40,482	42,101	43,785

Note: An employee cannot automatically advance beyond DPW Level 1 unless the employee is licensed with a Commercial Drivers License (CDL).

Should the employee obtain a CDL after the beginning of year 8, the date that the CDL is obtained will establish the automatic level anniversary date changes.

Start Year 4	4	33,946	35,303	36,716	38,184	39,712
Start Year 3	3	30,434	31,651	32,917	34,234	35,603
Start Year 2	2	26,922	27,999	29,119	30,284	31,495
Start Year 1	1	24,581	25,565	26,587	27,651	28,757
C2 Licensee	NA	9,359	9,733	10,123	10,528	10,949

White Collar

Bookkeeper 1	39,190	40,758	42,388	44,084	45,847
Bookkeeper 2	33,280	34,611	35,996	37,435	38,933
Bookkeeper 3	27,560	28,662	29,809	31,001	32,241
Bookkeeper 4	22,400	23,296	24,227	25,196	26,204
Dep Tax Col 1	40,040	41,642	43,307	45,040	46,841
Dep Tax Col 2	36,920	38,397	39,933	41,530	43,191
Dep Tax Col 3	33,660	35,006	36,406	37,862	39,377
Dep Tax Col 4	28,454	29,593	30,776	32,007	33,288
Dep Ct Admin 1	41,354	43,008	44,728	46,517	48,378
Dep Ct Admin 2	38,854	40,409	42,025	43,706	45,454
Dep Ct Admin 3	34,694	36,082	37,525	39,026	40,588
Dep Ct Admin 4	28,454	29,593	30,776	32,007	33,288
AC/Typist 1	38,064	39,587	41,170	42,817	44,529
AC/Typist 2	32,614	33,919	35,276	36,687	38,154
AC/Typist 3	28,454	29,593	30,776	32,007	33,288
AC/Typist 4	26,416	27,473	28,572	29,714	30,903
AC/Typist 5	22,400	23,296	24,227	25,196	26,204
CKT/Matron 1	38,839	40,392	42,008	43,688	45,436
CKT/Matron 2	32,448	33,746	35,096	36,500	37,960
CKT/Matron 3	27,243	28,333	29,466	30,644	31,870
CKT/Matron 4	22,400	23,296	24,227	25,196	26,204
CKT/Typist Yr. 3	22,400	23,296	24,227	25,196	26,204
CKT/Typist Yr. 2	20,584	21,407	22,263	23,154	24,080
CKT/Typist Yr. 1	18,888	19,644	20,430	21,247	22,097

Note: White collar workers in Levels 2 or 3 shall receive the larger of the designated level pay or the contractual percentage increase applicable in that year applied to their previous year's last pay rate.

All raises are to be retroactive to 01/01/2008.

When a member of the unit receives additional pay as the Sewer System Operator, that pay will be included in the individual's overtime pay calculations.

ARTICLE XXXIII - LONGEVITY BONUS

Upon completion of five (5) years of service, \$100.00 per year for each year worked. i.e., seven (7) years, \$700

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement of the 1st Day of January, 2008.

FOR THE EMPLOYER

s/William E. Swain
City Administrator

FOR THE UNION

s/ Bernadette Bonner
President, Union Local No. 115

s/ Lisa King
Shop Steward

s/ Frank Naumann
Shop Steward

s/ James Daugherty
Shop Steward

APPENDIX A

REPORT OF GRIEVANCE
TEAMSTERS LOCAL UNION NO. 115

Name _____ Social Security # _____
Address _____

Employer _____ Telephone # _____
Address _____

How Long Employer _____ Job Classification _____

Nature of Grievance
(Include date of occurrence, contract article(s) in dispute, and relief sought)

Signature of Member filing Grievance _____ Date _____
Signature of Shop Steward _____

City Comments

Action Taken by Business Agent
Date _____

Signature of Business Agent _____

APPENDIX B

Employee Prescription Drug Plan Benefits

Retail Network Pharmacy Plan

You can receive up to a 90-day supply of medication per prescription/refill.

You pay a **\$3 copayment** per 30-day supply for **generic drugs**.

You pay a **\$10 copayment** per 30-day supply for **brand name drugs**.

Caremark Mail Service Pharmacy

You can receive up to a 90-day supply of medication per prescription/refill.

You pay a **\$5 copayment** for **generic drugs**.

You pay a **\$15 copayment** for **brand name drugs**.

WEINGARTEN RIGHTS

Yes, you have rights! If you are called into a meeting with any management representative and have reason to believe that disciplinary action may result, read them your Weingarten Rights:

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative or steward be present at this meeting. If this discussion could lead to my being disciplined and you deny my request for representation, I choose not to answer any questions.”