

**AGREEMENT**

**BY AND BETWEEN**

**CITY OF MARGATE CITY  
ATLANTIC COUNTY, NEW JERSEY**

**AND**

**MARGATE CITY EMPLOYEES' ASSOCIATION**

**January 1, 2018 through December 31, 2020**

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## **AGREEMENT**

**THIS AGREEMENT** effective as of the 1st day of January 2018, by and between the City of Margate, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and Margate City Employees' Association, duly appointed representative of the Employees' Association of the City of Margate City, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the City and the Association.

## 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 and all other applicable statutes 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 services 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 these titles:

Apprentice Electrician, Assistant Tax Assessor, Assistant Tax Collector, Building Service Worker, Carpenter/ PW Repairer, Clerk 1, Clerk 2, Clerk 3, Electrician, Keyboarding Clerk 1, Keyboarding Clerk 2 , Laborer 1, Laborer 2, Laborer 3, Mechanic Helper, Mechanic, PW Repairer, Recreation Assistant, Recreation Aide, Recreation Leader, Sr. PW Repairer, Supervisor Public Work.

B. ASSOCIATION REPRESENTATIVE

The Association must notify the City of the name of the Association Representative and alternate within thirty days of date of this contract.

C. EMPLOYEES

When used in this Agreement, the word employee means any person who works full-time (30 or more hours per week) for the City of Margate, whether or not said person is a Civil Service Employee. In computing sick leave, vacation leave, and longevity, January 1st of the year the 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

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

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

C. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement.

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

Step One: The aggrieved or the Association shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, or knowledge thereof, By serving a verbal or written notice to the immediate Supervisor and the Personnel Director or designee. An earnest effort shall be made to settle the differences between the aggrieved employee and the immediate Supervisor or any

representative designated by him for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

**Step Two:** If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Department Head with copy to Personnel Office. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Department Head shall answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

**Step Three:** If the Association wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Business Administrator within five (5) calendar days thereafter, this presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall consult with the appropriate Commissioner and shall respond, in writing, to the grievance within ten (10) calendar days of the submission.

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

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

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

F. Upon prior notice to and authorization of the Business Administrator, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees,

without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Margate City or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned.

If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Business Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees

and expenses incurred thereby shall be paid by the grievant or the Association.

#### ARTICLE IV

##### NON-DISCRIMINATION

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

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

#### ARTICLE V

##### BULLETIN BOARD

A. The Association shall have the use of the bulletin board located at 9001 Winchester Avenue for the posting of notices relating to meetings and official business of the Association only.

B. Only material authorized by the signature of the Association President, or alternate shall be permitted to be posted on said bulletin board.

## ARTICLE VI

### STRIKES

A. 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 or employees will not initiate such activities nor advocate or encourage other members to initiate the same, and the members or employees will not support anyone acting contrary to this provision.

## ARTICLE VII

### HOLIDAYS

A. All employees covered by this Agreement shall receive the following fourteen (14) holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
President's Day  
Good Friday  
Memorial Day  
July 4th  
Columbus Day  
Labor Day  
Veteran's Day

General Election Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve (2018 only)  
Christmas Day

B. If an employee is required to work on any of the above-named holidays, or if any of the above-named holidays falls on a day which an employee does not work, such employee shall receive, in addition to his regularly accumulated vacation time, one (1) extra day vacation time for each holiday so worked or on which he is regularly off and does not work.

C. 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 fourteen (14) days off per year, unless exceptions are indicated.

D. All employees covered by this Agreement shall receive two (2) personal days per year during the period of this Contract. One personal day shall be given for new hires during their first year of employment.

## ARTICLE VIII

### VACATIONS

A. Vacation leave for employees shall be:

- (1) Up to one (1) year of service, one (1) working day for each month of employment;
- (2) After one (1) year and up through the fourth (4th) year of continuous service, twelve (12) working days;
- (3) After four (4) years and up through the tenth (10th) year of continuous service, fifteen (15) working days;
- (4) After ten (10) years continuous service, twenty-one (21) working days;
- (5) Any employee hired prior to January 1, 1989 shall be entitled to 25 days of vacation with 30 years of service.

B. 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 including eligible holiday days. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.

C. After the first year of service, all vacation days will accumulate on the first of January for the ensuing year.

D. If an employee is permitted to but does not use, his vacation leave or holiday leave during the year in which earned, he will lose the days not used. If, however, an employee is not permitted to use his vacation leave or holiday leave during the year in which earned, he shall use said time within the first 90 days of the following year. Only in the event he is denied use of his time shall an employee be eligible to be paid. The pay for such unused days shall be computed at the straight time daily rate of pay, including longevity, based upon a five (5) day work week, fifty-two (52) weeks per year.

E. 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.

F. In order for an employee to qualify to be paid for unused vacation 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 1st of the current year for all but five vacation days which may be saved for unscheduled needs.
2. If days selected are unsatisfactory, in discretion of Department Head, then Department Head shall give

employee alternate days, which days must be accepted by employee.

3. If Department Head cannot give employee alternate days, he is to notify employee, who must then write memorandum to City notifying City of employee's intent to claim to be paid for such unused vacation day(s). This memorandum must be received by Department Head prior to July 1st of current year.
4. If Steps 1, 2 and 3 are complied with and employee does not, in fact, use days earned and so rejected, during current year, plus 90 days of following year, he shall then be paid for same during April of the following year.
5. Each Employee not requesting use of the five days not scheduled by April 1<sup>st</sup> shall request vacation by October 1st (with at least 24 hour notice for use of a vacation day) or forfeit the ability to be paid for days not used if request is made after said date. However, up to 5 days unused may be carried over until April 1<sup>st</sup> of the succeeding year if those days are requested by November 1<sup>st</sup>.

ARTICLE IX

MANAGEMENT RIGHTS

A. The City of Margate 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:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
2. To make 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.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from

time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

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

conformance with the Constitution and laws of New Jersey and of the United States.

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

## ARTICLE X

### SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, exposure to contagious disease, attendance upon a member of the employee's immediate family, seriously ill, requiring the care or attendance of such employee.

B. Any employee who shall be absent from work for three (3) or more consecutive working days due to illness, or leave and attendance of a member of the employee's immediate family shall be required to submit acceptable medical evidence substantiating the illness.

C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and fifteen (15) working days in every calendar year of employment thereafter, and shall accumulate from year to year.

E. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible but not later than (15)minutes following the time he/she is scheduled to report for duty. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

#### ARTICLE XI

##### FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, from the day of death as necessary to grieve or attend family business, but in no event to exceed four (4) working days.

B. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents (of employee or spouse), sister, brother, spouse, child and step and/or foster child of an employee and relatives residing in his household.

C. Funeral leave may be extended beyond the four (4) working day period without pay at the sole discretion of the Business Administrator.

D. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave but shall constitute approved leave for overtime.

E. If there is a death of an aunt or uncle of an employee, employees shall be granted one day off without loss of pay.

## ARTICLE XII

### INJURY LEAVE

A. Injury leave shall be granted with full pay ( for up to one year) to employees disabled through injury or illness as a result of, or arising from, and in the course of their respective employment.

B. Any amount of salary or wages paid or payable to employees because of leave granted pursuant to Section A 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. It is the intention of the City to supplement any temporary disability payment made under Workmen's Compensation to employees so that said employees receive their full salary or wage. Upon the cessation of payment of temporary disability by the carrier to the employee, the City supplemental payments will also cease and the employee will be expected to return to work.

ARTICLE XIII

LIMITATIONS ON LEAVE

A. No leave of absence or combination of leaves of absence for any cause whatsoever, including sick leave, injury leave, funeral leave, etc. shall exceed one (1) year. In the case of continuous absence from duty of any employee, for any cause whatsoever, of more than one (1) year duration, such employee so absent shall be automatically retired from the Department on the first anniversary date from the date such absence began.

ARTICLE XIV

RETIREMENT

A. Upon an employee's retirement or death after having served at least five(5) full years, (or having completed ten (10)full years for employees hired after January 1, 2013)and terminates honorably said employee shall receive terminal leave up to a maximum of one hundred (100) days of the employee's accumulated sick leave computed at his rate of pay for the year immediately preceding said termination. Any employee who is separated for cause arising from any disciplinary action shall not be entitled to the benefits above. Any employee with less than five (5) full years of service shall not be eligible for pay for sick leave upon termination.

B. Other yearly benefits upon retirement, death, resignation or honorable termination otherwise due shall be prorated based upon the number of months the employee has worked in the calendar year. If the employee terminates employment and is not in good standing, according to civil service regulations, no benefit shall be paid.

C. Any Employee with twenty-five years continuous full time service with the City of Margate governed by this agreement and having attained the ages sixty-two, sixty three or sixty-four and then choosing to retire under the provisions of NJ PERS shall be entitled to a payment of up to \$1,000 per month to cover the cost of Health Insurance for any month prior to attaining the age of sixty-five. The amount of the payment shall be determined by the net cost of said insurance paid by the City for said employee on the month proceeding the month of retirement.

## ARTICLE XV

### SALARIES

A. The City and the Association agree that during the term of this Agreement the City may promote according to law or award onetime bonus payments to employees when in the sole opinion of the City such promotions or bonus payments are deemed appropriate to recognize

changes in responsibility or special meritorious performance provided that such promotion or bonus is in accord with applicable law and city policy and is disclosed to the Association and to the public within 30 days of occurrence. In no event shall the promotion or bonus result in pay in excess of that provided for in this contract for the appropriate title. This provision creates no obligation whatsoever on the City to make any supplemental change in salary.

B. The annual salaries or rate of pay for each employee shall be governed by salary ordinance and the scale established in the attachment to this contract.

#### ARTICLE XVI

##### OVERTIME AND ON CALL PAY

A. Overtime shall consist of all hours worked in excess of either eight (8) hours worked in a day or forty (40) hours worked in a week. Approved vacation leave hours shall be considered work hours; however sick leave hours shall not be considered work hours.

B. All employees covered by this Agreement shall, in addition to their basic salary, be paid one and one-half (1 1/2) times 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. On call pay shall consist of eight hours pay at straight time for any 24 hour period plus time and one half for any hours actually worked during the on call period.

D. In the event that a state of emergency is declared, the employees that have to report to work will be paid overtime at time and a half according to their rate of pay, as long as said employee meets the established overtime pay policy of the City.

#### ARTICLE XVII

##### LONGEVITY

A. Each employee hired prior to December 31, 2017 in addition to his or her annual base salary shall receive additional compensation based upon the length of his or her service in the Margate City Employees Association as fixed and determined by the following schedule as modified by Sections C, D and E of this article:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
5 years	2.5%
10 years	4.5%
15 years	6.5%
20 years	8.5%
25 years	13%

B. The aforementioned 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 other pay rates set forth in this Agreement, the basic pay of any employee shall include his base pay plus his longevity.

C. In computing longevity, an employee's length of service will be figured from the calendar year said employee began full-time employment. For example, if an employee began his full-time employment on July 15, 1991, he will have worked ten (10) years for the City on July 15, 2001 and be entitled to his four and a half percent (4.5%) longevity increase beginning on January 1, 2001.

D. Any employee hired for full time status after January 1, 2016 but prior to January 1, 2018 will not be entitled to the fifth year or tenth year longevity. Said employee shall be entitled to longevity after their full fifteen years of full time service at 6.5%

E. Any employee hired for full time status after January 1, 2018 shall not be entitled to any longevity pay.

ARTICLE XVIII

HOSPITALIZATION INSURANCE

A. The City agrees to provide comprehensive medical and hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the State Health Benefit Program (or any substantially similar health benefits plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this agreement. The City will offer a selection of plans available under the New Jersey State Health Benefits Program. The City agrees to pay the full cost of the NJSHBP plan selected by the employee for employees and their eligible dependents less the contributions required by New Jersey Law formula for calendar year 2017 as attached.

B. The City further agrees that the continuance of coverage after retirement of any Employees 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/her directly to the insurance agent.

C. 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 retired Employee for himself/herself and his/her dependents for coverage under the contract and for Part B of Medicare, shall not exceed by more than twenty-five (25%) percent the total amount that would have been required to have been paid by the Employee and his/her Employer for the coverage maintained had he/she continued in office or active employment and he/she and his/her dependents were not eligible for Medicare benefits. Nothing herein shall be construed as compelling and Employer to pay any portion of the premiums or charges attributable to such contracts.

D. The city agrees to provide a co-pay prescription plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payments shall be determined by the New Jersey State Health Benefits plan and may be subject to future changes to reflect the then applicable NJSHBP prescription co-pays.

E. The City agrees to provide Bargaining Unit Employees with a Five thousand (\$5,000.00) life insurance policy.

F. The City agrees to provide Bargaining Unit Employees and their eligible dependents with a dental health plan.

G. The City agrees to provide Bargaining Unit Employees and their eligible dependents an optical plan through Horizon Eye Care.

H. Opt-Out Provision

1. The City agrees to establish in accordance with Section 125 of the Internal Revenue Code an opt-out provision for the purpose of allowing an employee otherwise entitled to health insurance coverage to voluntarily opt-out of such coverage in exchange for receiving from the City a cash payment in lieu of health insurance coverage. If an employee selects the cash option, it shall be included in the employee's gross income as compensation.

If an employee selects the insurance coverage the value of such coverage is excluded from the employee's gross income as compensation. The terms of the opt-out provision shall be as follows:

a. An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in the Medical & Prescription Plans and withdraw from any such coverage. The employee will still participate in the Dental and Optical Plans. The decision to exercise this option rests solely with the employee. In the event an employee elects to opt-out of the Medical and Prescription

Plan coverage, the City Shall pay to the employee 25% of the amount saved by the City because of the employee's waiver of coverage, or \$5,000.00, whichever is less, in accordance with P.L. 2010, Chapter 2.

b. Employees that have elected to waive health coverage prior to P.L. 2012, Chapter 2 shall be compensated as follows:

Single Coverage	\$3,000.00
Parent/Child Coverage	\$4,000.00
Husband/Wife Coverage	\$5,000.00
Family Coverage	\$7,500.00

These payments to the employee are in lieu of the yearly premium costs for the Medical and Prescription Plans. Such cash payment shall be in the form of a stipend and shall be paid by separate checks in twelve (12) equal monthly installments in the calendar year in which the non-participant occurs.

c. In order for an employee to be eligible to elect the cash option for the medical and prescription insurance plans as stated above, an employee must provide documentation to the City that they are covered under an alternative health insurance plan.

d. All withdrawals shall be for a full year (January 1 through December 31). Written notification of an employee's intent to elect the withdrawal option must be filed with the City during the normal enrollment period. Employees may either re-elect the option of the withdrawal during each enrollment period or elect to re-enroll in the insurance plans offered by the City. Prior to each re-enrollment period, the City's insurance carrier and/or representative shall hold a meeting with the employees considering to elect to withdraw from the City's insurance plan(s) and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

2. Notwithstanding the above, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his/her alternate health insurance coverage shall be entitled to re-enroll in the health plans during the year provided the employee supplies the City with notice of the change of status within sixty (60) days of the event causing such change. The City's obligation to pay the cash option shall be prorated for the employee subject to a change in status. If the City's health plans do not accept the employee, the City will find a comparable

plan and pay the premium up to the current amount paid for employees in the City's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employees will be re-enrolled in the City's plan at the first permissible date.

3. Return to the medical and prescription plans for reasons other than a change in status is subject to the terms of the carrier.

I. Flexible Spending Account

The City shall provide at no additional cost to the employee a flexible Spending Account (FSA) in accordance with Section 125 of the Internal Revenue Code, allowing a maximum of \$2,650.00 for medical expenses and a maximum of \$5,000.00 for child/dependent care. The option of enrolling in the FSA shall be that of the employee.

J. Change in Plans and Providers

The City may, at its option, change any of the existing insurance plans or carriers so long as the benefits which are provided to the employees and their eligible dependents are the same or equivalent to the coverage and benefits as were being provided on December 31, 2017.

The City further reserves the right, at its option, to self-insure

any of the plans or coverage so long as the benefits which are provided to the employees and their eligible dependents are the same or equivalent to the coverage and benefits as were being provided on December 31, 2017. Disagreements regarding coverage changes can go to the grievance process and to arbitration. The City will notify the Association at least thirty (30) days before any change is to happen.

Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this collective bargaining agreement. The Margate City Employee's Association shall be provided with copies of the Master Plan documents in both the current and proposed plan prior to the implementation of the proposed plan.

K. Employee Cost Contribution

Employees shall be required to contribute to the costs of the health Insurance Plan as may be mandated by law, including P.L. 2011, Chapter 78. Such payments shall be withheld in equal installments throughout the year from an employees' pay check. The City shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax".

ARTICLE XIX

SAFETY APPAREL

A. All employees are required to be familiar with appropriate safety rules of the workplace and to follow directions provided by Management, supervisors and workplace standards. The City particularly recognizes risks to feet and toes for employees working outdoors in traditional public works titles associated with machinery, equipment and vehicles. Where it is determined that safety shoes are required as part of the job, the city will pay, in addition to salary, a supplemental allowance of \$400 annually for those employees required to wear safety shoes (payable within 45 days of execution of the contract or within 45 days of any new calendar year).

ARTICLE XX

COLLEGE ALLOWANCE

A. The City and the Association agree that the amount and quality of an employee's education often determine the value of his/her contribution to the community, and the degree of proficiency with which he/she performs his/her duties. In order to provide an incentive to encourage members of the Association to achieve the advantage of higher education, the City agrees that each employee

who receives academic credits for study in any institution of collegiate grade which offers a college curriculum leading to or creditable toward an undergraduate, baccalaureate, or associate degree, and which is accredited by the Board of Higher Education, shall receive a college allowance as hereinafter set forth. Each employee who has received credit for such academic courses, even if said courses were taken and completed while said employee was not employed by the City, shall be entitled to and paid an allowance. Upon attainment of any Bachelor's Degree (BA or BS), or an Associate Degree an employee shall receive a stipend of \$500.00, for BA or BS and \$250.00 for Associate Degree. The City agrees to distribute this allowance by December 1<sup>st</sup> of each year.

## ARTICLE XXI

### CDL

All employees in traditional Civil Service Public Works titles hired after January 1, 2015 are required to obtain a Commercial Driver's License (CDL) within 6 months of employment. Those employees who have not obtained a license by December 31, 2018 shall have their base pay frozen at that time.

All employees required to possess a CDL must maintain a current CDL or have their base pay frozen for a minimum of one year.

All new employees in traditional Civil Service titles must obtain a

CDL within 6 months of employment or have their base pay frozen until they obtain said CDL.

All employees in traditional Public Works Civil Service titles possessing a valid CDL shall be entitled to \$500 added to their base pay annually to be prorated as applicable.

#### ARTICLE XXII

##### NJ DRIVER'S LICENSE

All employees in titles that require a valid New Jersey Driver's License shall maintain a current valid New Jersey Driver's License. Any employee required to maintain a valid Driver's License who does not do so shall have eight months to obtain same or shall be subject to disciplinary action up to and including termination.

#### ARTICLE XXIII

##### SICK LEAVE ANNUAL SELL BACK

A. Effective in 2018, 2019 and 2020, any employee having seventy-five (75) or more accumulated sick days at the end of a calendar year shall be allowed to sell back up to five (5) days at the end of each calendar year as long as he/she maintains at least seventy-five (75) sick days accumulated after such sell back. Such payment shall be computed at an employee's daily straight time rate of pay including longevity. Notice of such intent shall be provided to the department head and the City no later than

November 30th of each year of this contract. Payment by the City shall be made no later than January 31st of the immediate succeeding year. All employees who choose to participate in this 'sell back' program in 2020 shall receive 'sell back' payment in the month of January 2021. However, this provision of the contract "sunsets" and shall be removed from the contract on December 31, 2020 and shall not carry forward into the next calendar year.

#### Article XXIV

##### HOURS WORKED

Those employees working in the Department of Public Works in a traditional Public Works title shall work a 37.5 hour work week. Within those 37.5 hours they shall be entitled to a total of 30 minutes per day for paid work breaks which may be divided into two 15 minute breaks at the discretion of management.

In addition, each Public Works Employee shall be entitled to a 60 minute lunch break to be taken as scheduled by management. Thirty (30) minutes of the lunch break shall be paid time.

Each employee in a non-traditional Public Works title shall work a 40 hour, 35 hour or 30 hour work week as designated by management and the Association on January 1, 2018. Thereafter the length of the work week shall stay the same during the period of the Contract unless changes are agreed to by the parties. Should

a conflict occur on January 1, 2018, the length of the work week on December 31, 2017 for an individual within the Association shall be the deciding factor.

Each employee in a non-traditional Public Works title shall be entitled to one fifteen minute paid work break per day and one hour unpaid lunch break per day.

#### **ARTICLE XXV**

##### **CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT**

A. 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 (although none are known at this time) which are enjoyed by employees covered by this Agreement, that have not been included in the contract, shall be continued provided they are identified immediately by all parties as uncovered. This article shall sunset December 31, 2018.

#### **Article XXVI**

##### **DONATED LEAVE**

They City and the Association shall meet regularly during 2018 to negotiate a satisfactory donated Sick Leave Policy.

ARTICLE XXVII

SAVINGS CLAUSE

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

ARTICLE XXVIII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all 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 or signed this Agreement.

ARTICLE XXIX

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 2018 and shall remain in effect to and including December 31, 2020 without any reopening date except as provided by law.

B. This Agreement shall continue in full force and effect from year to year thereafter, until one part or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Margate City, New Jersey, on this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MARGATE CITY

MARGATE CITY  
EMPLOYEES' ASSOCIATION

By: Michael Becken

MAYOR

By: [Signature]

REPRESENTATIVE

By: Johanna Casley  
CITY CLERK

HIRED JANUARY 1, 2018 AND THERE AFTER

Guide to remain the same for each year of the Contract

Fifteen Step Plan

Category A

Step 1	\$18.00
Step 2	\$18.79
Step 3	\$19.57
Step 4	\$20.36
Step 5	\$21.14
Step 6	\$21.93
Step 7	\$22.71
Step 8	\$23.50
Step 9	\$24.28
Step 10	\$25.07
Step 11	\$25.85
Step 12	\$26.64
Step 13	\$27.42
Step 14	\$28.21
Step 15	\$29.00

Category B

Step 1	\$21.60
Step 2	\$22.54
Step 3	\$23.48
Step 4	\$24.42
Step 5	\$25.36
Step 6	\$26.30
Step 7	\$27.24
Step 8	\$28.18
Step 9	\$29.12
Step 10	\$30.06
Step 11	\$31.00
Step 12	\$31.95
Step 13	\$32.90
Step 14	\$33.85
Step 15	\$34.80

Category C

Step 1	\$23.40
Step 2	\$24.40
Step 3	\$25.40
Step 4	\$26.40
Step 5	\$27.40
Step 6	\$28.40
Step 7	\$29.40
Step 8	\$30.40
Step 9	\$31.40
Step 10	\$32.40
Step 11	\$33.40
Step 12	\$34.50
Step 13	\$35.60
Step 14	\$36.70
Step 15	\$37.70

Category D

Step1	\$27.00
Step 2	\$28.20
Step 3	\$29.40
Step 4	\$30.60
Step 5	\$31.80
Step 6	\$33.00
Step 7	\$34.20
Step 8	\$35.40
Step 9	\$36.60
Step 10	\$37.80
Step 11	\$38.90
Step 12	\$40.00
Step 13	\$41.10
Step 14	\$42.30
Step 15	\$43.50

A

Laborer 1  
Building Service Worker  
Recreation Aide

B

Laborer 2  
Pumping Station Attendant  
PW Repairer  
Mechanic Helper  
Apprentice Electrician  
Clerk 1  
Keyboard Clerk 1  
Recreation Attendant

C

Laborer 3  
Sr. PW Repairer  
Mechanic  
Electrician  
Clerk 2  
Keyboard Clerk 2  
Recreation Leader  
Carpenter/ PW Repairer

D

Assistant Tax Assessor  
Assistant Tax Collector  
Supervisor PW  
Keyboard Clerk 3

Methodology for creating Guide

Step 1 Minimum

Step 15 Maximum

Step 2-14 Equal Adjustments

**RESOLUTION #118-2018**

**AUTHORIZING ADDENDUM TO CITY OF MARGATE CITY EMPLOYEES ASSOCIATION  
LABOR AGREEMENT  
JANUARY 1, 2018 THRU DECEMBER 31, 2021  
TO CORRECT SALARY & LONGEVITY DISBURSEMENT SCHEDULE**

**WHEREAS**, The City of Margate has a Labor Agreement with Margate City Employees Association; and

**WHEREAS**, The Board of Commissioners has determined that there is a need to amend such agreement to accurately reflect the dates Step Increases become effective; and

**NOW THEREFORE, BE IT RESOLVED**, "Hired Between January 1, 2013 and December 31, 2017"

ADD: To Salary Guide the language:

**Electrician**

**2018 - 2.5%**

Years 4-6 68,808

**2019-2.5%**

Years 4-6 70,528

**2020 - 2.5%**

Years 4-6 72,291

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Board of Commissioners of the City of Margate that "Salary & Longevity Disbursement Schedule" attached hereto is hereby adopted;

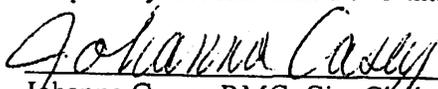
**ROLL CALL:**

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker			X			
Amodeo		X	X			
Blumberg	X		X			

DATE: June 7, 2018

**CERTIFICATION**

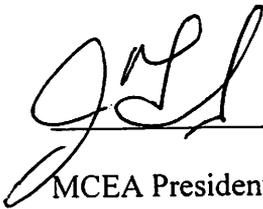
I, Johanna Casey, Clerk of Margate City, Atlantic County, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on June 7, 2018 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.

  
Johanna Casey, RMC, City Clerk

ADDENDUM A

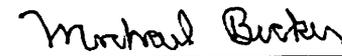
SALARY & LONGEVITY DISBURSEMENT SCHEDULE

1. All appropriate salary and longevity increases shall be made on January 1<sup>st</sup> of each year, regardless of the anniversary hire date of the respective employee.

  
MCEA President Signature

James Feirel  
MCEA President Print Name

6/26/18  
Date

  
Mayor Signature

MICHAEL BECKER  
Mayor Print Name

6/26/18  
Date