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MARGATE CITY EMPLOYEES ASSOCIATION

1978 EMPLOYMENT CONTRACT

C O N T E N T S

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Effective January 1, 1978

A G R E E M E N T

AGREEMENT, dated this _____ day of _____, 197_____.

by and between the CITY OF MARGATE CITY, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "City") and the MARGATE CITY EMPLOYEES ASSOCIATION, (hereinafter referred to as the "Employees").

ARTICLE I - PURPOSE

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

ARTICLE II - EMPLOYEE REPRESENTATIVE

A. Majority Representative

The City recognizes the Majority Representative of Employees as the exclusive negotiating agent for all non-uniform employees of Margate City, including the following departments:

Highway	Tax Office
Code Enforcement	Assessors Office
Water Meter	Mayor's Secretary
Water & Sewer	Municipal Court Clerk
Recreation	City Hall Custodian
Electrical Bureau	Police Secretary
Police Dispatchers	Traffic Bureau

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

B. Stewards

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

C. Employees

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

ARTICLE III - GRIEVANCE PROCEDURE

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

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

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

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

be pertinent and he shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared by the City and the Employees. Any Employees required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

EXTENSIONS AND MODIFICATIONS - Time extensions may be mutually agreed to by the City and the Committee.

ARTICLE IV - NON-DISCRIMINATION

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

ARTICLE V - BULLETIN BOARD

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

ARTICLE VI - MANAGEMENT RIGHTS

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

ARTICLE VII - STRIKES

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

ARTICLE VIII - HOLIDAYS

Effective January 1, 1978, all Employees covered by this Agreement shall receive the following thirteen (13) holidays:

New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4th, Columbus Day, Labor Day, Veteran's Day, General Election Day, Thanksgiving Day and the Friday after Thanksgiving and Christmas Day.

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

B. The effect of this Article is to give all Employees, in addition to two (2) days off each week, and in addition to their regular vacation time, an additional thirteen (13) days off per year.

ARTICLE IX - VACATIONS

A. An Employee in his first year of service shall be entitled to one working day's vacation for each month of service up to and including December of his initial year; thereafter he shall be entitled to a full paid vacation. Vacations shall be assigned according to policy.

B. All Employees except those mentioned in Section A above and in C below shall be entitled to fifteen (15) actual working days paid vacation.

C. All Employees with ten or more years service shall be entitled to twenty-one (21) actual working days paid vacation.

D. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.

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

F. If an Employee is permitted to but does not use his vacation time (including 13 days granted as compensating time for holidays described in Article VIII) during the year in which earned, he will lose the days not used. If, however, an Employee is not permitted to use his vacation time (including 13 days granted as compensating time for holidays described in Article VIII), during the year in which earned, he shall then be paid for each of such days so unused. The pay for such unused days shall be computed at the straight time daily rate of pay, including longevity, based upon a five day work week, fifty-two weeks a year.

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

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

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

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

3. If supervisor cannot give Employee alternate days, he is to notify Employee, who must then write memorandum to City, notifying City of Employee's intent to claim to be paid for such unused vacation days. This memorandum must be received by City 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, he shall then be paid for same during January of the following year.

ARTICLE X - LEAVES

A. Sick Leave

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

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

be disabled either through injury or illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this section. On January 1, 1978, every Employee will be considered as having already accumulated fifteen (15) days sick leave, and the next accumulation of fifteen (15) days will be added as of January 1, 1979 and on each January 1st thereafter. No leave of absence with pay under this section or any section shall exceed one year commencing from the date of such injury, illness or disability.

3. Upon Termination Upon an Employee's retirement, death, or honorable termination of employment, after having served at least five full years, said Employee shall receive terminal leave equal to up to 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 full years of service shall not be eligible for pay for sick leave upon termination.

B. Funeral Leave

1. Special leave of absence with pay up to a maximum of four (4) days shall be granted to any Employee in case of death within the immediate family.

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

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

C. Injury Leave

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

2. Any amount of salary or wages paid or payable to the Employees because of leave granted pursuant to Section X, C 1. above shall be reduced by the amount of workmen's compensation award under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave.

D. Limitations on Leaves

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

ARTICLE XI - SALARY, LONGEVITY,
OVERTIME

A. Base Salary

1. Commencing January 1, 1978, the annual base salaries to be paid to the Employees of the City of Margate shall be as set forth in Schedule attached hereto, and shall be paid bi-weekly.

2. Commencing January 1, 1979, the annual base salaries to be paid to the aforementioned Employees will be increased by the additional sum of 6% of said 1978 base salary.

3. Base salary is the annual pay based on a forty (40) hour week and a fifty-two (52) week year.

SCHEDULE "A"

WRIT
JHL
WRIT
JHL

<u>SALARIES</u>	<u>PER ANNUM</u>
Police Dispatcher.....	\$10,807.00
Code Enforcement Officer.....	13,356.00
Principal Clerk Bookkeeper.....	13,022.00
Senior Clerk.....	9,970.00
Secretary to Mayor.....	7,950.00
Electrical Inspector and Traffic Maintenance Repairer.....	14,655.00
Pumping Station Operator.....	13,377.00
Deputy Municipal Court Clerk Typing (During third year of service and thereafter).....	8,777.00
Deputy Municipal Court Clerk Typing (During second year of service).....	8,146.00
Deputy Municipal Court Clerk Typing (During first year of service).....	6,360.00
Assessing Clerk (During third year of service and thereafter).....	8,777.00
Assessing Clerk (During second year of service).....	8,146.00
Assessing Clerk (During first year of service).....	6,360.00
Clerk Typist (During third year of service and thereafter).....	8,777.00
Clerk Typist (During second year of service).....	8,146.00
Clerk Typist (During first year of service).....	6,360.00
Account Clerk Typing (During third year of service and thereafter).....	8,777.00
Account Clerk Typing (During second year of service).....	8,146.00
Account Clerk Typing (During first year of service).....	6,360.00
Water Meter Repairer Foreman.....	12,646.00
Building Service Worker.....	7,703.00
Mechanic (During third year of service and thereafter).....	12,646.00
Mechanic (During second year of service).....	10,812.00
Mechanic (During first year of service).....	10,070.00
Superintendent of Public Works.....	16,561.00
Assistant Superintendent of Public Works.....	13,780.00
Water Meter Repairer Supervisor.....	12,646.00

SALARIES

PER DIEM

Laborer (During third year of service and thereafter).....	\$38.23
Laborer (During second year of service).....	35.84
Laborer (During first year of service).....	29.63
Traffic Maintenance Worker (During third year of service and thereafter).....	38.23
Traffic Maintenance Worker (During second year of service).....	35.84
Traffic Maintenance Worker (During first year of service).....	29.63
Senior Water Meter Reader (During third year of service and thereafter).....	38.23
Senior Water Meter Reader (During second year of service).....	35.84
Senior Water Meter Reader (During first year of service).....	29.63
Water Meter Reader and Repairer (During third year of service and thereafter).....	38.23
Water Meter Reader and Repairer (During second year of service).....	35.84
Water Meter Reader and Repairer (During first year of service)...	29.63

B. Overtime

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

2. All Employees covered by this Agreement shall, in addition to their basic salary, be paid one and one-half (1 1/2) time their straight time hourly rate of pay, including longevity in accordance with their service for all overtime hours worked.

All overtime payments shall be paid no later than on the pay day for the pay period which immediately follows the pay period in which the overtime occurs.

C. Longevity

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

Years of Continuous Service	Compensation per annum in addition to Base Salary (Percent of annual Base Salary)
Five	2%
Ten	4%
Fifteen	6%
Twenty	8%
Twenty-five or more	10%

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

3. In computing longevity, an Employee's length of service will be figured from the date said Employee began full-time employment. For example, if an Employee began his full-time

employment on July 15, 1971, he will have worked five (5) years for the City and be entitled to his two percent (2%) longevity increase beginning on July 15, 1976.

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DVELL JR.
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ARTICLE XII

VACANT

ARTICLE XIII - HOSPITALIZATION INSURANCE

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

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

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

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

ARTICLE XIV - INTERPRETATION

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

ARTICLE XV - CONTINUATION OF BENEFITS NOT
COVERED BY THIS AGREEMENT

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

ARTICLE XVI - SAVINGS CLAUSE

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

ARTICLE XVII - DURATION

This contract shall be in full force and effect from January 1, 1978 until midnight December 31, 1979.

The parties agree that negotiations for a successor Agreement and modifying, amending or altering the terms and provisions of this Agreement, shall commence on or about September 1, 1979. It is understood that Employees are seeking a successor contract commencing from January 1, 1980. This Agreement will remain in full force and effect until a successor Agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals on the day and year first above written.

CITY OF MARGATE CITY

BY: William H. Ross, III
William H. Ross, III - Mayor
"City"

ATTEST:

Robert G. Gilchrist
As to City

MARGATE CITY EMPLOYEES'
ASSOCIATION

BY: James Ricciotti
James Ricciotti - President
"Employees"

ATTEST:

Janet McCrosson
As to Employees

DATED: _____