

AGREEMENT

BY AND BETWEEN

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

AND

MARGATE CITY EMPLOYEES' ASSOCIATION

January 1, 2008 through December 31, 2010

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AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2008, 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 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 all non-uniform employees of Margate City, including the following departments:

Street/Water & Sewer
Construction Code
Tax Collector
Tax Assessor
Non-uniformed Police Personnel
Property Improvement - Secretarial & Custodial

B. STEWARDS

The employee must notify the City of the names of the Steward. No more than one (1) Steward and alternate is to be designated.

C. EMPLOYEES

When used in this Agreement, the work employee 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

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. With regard to employees, 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 policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

With respect to employee grievances, no grievance may proceed beyond Step Three (3) herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three (3) herein.

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, and 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 immediate Supervisor. 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 immediate Supervisor will 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 immediate Supervisor, such appeal shall be presented in writing to the Commissioner of Public Works within five (5) calendar days thereafter, this presentation shall include copies of all previous correspondence relating to the matter in dispute.

The Commissioner of Public Works 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 an authorization of the Mayor, 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 Governing Body 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 employees 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 in City Hall 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, Steward or alternative 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 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 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 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.

ARTICLE VIII

VACATIONS

A. Vacation leave for employees hired after November 1, 1990 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 and up through the thirtieth (30th) year of continuous service, twenty-one (21) working days;
- (5) After thirty (30) years of continuous service, twenty-five (25) working days.

B. Vacation leave for employees hired prior to November 1, 1990 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 tenth (10th) year of continuous service, fifteen (15) working days;
- (3) After ten (10) years and up through the thirtieth (30th) year of continuous service, twenty-one (21) working days;
- (4) After thirty (30) years of continuous service, twenty-five (25) working days.

C. 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.

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

E. If an employee is permitted to but does not use, his vacation time (including fourteen (14) 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 fourteen (14) days granted as compensating time for holidays described in Article VIII) during the year in which earned, he shall then be paid for each such days unused. 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.

F. 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.

G. 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.

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 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 immediate Supervisor or his designated representative shall be notified as early as possible. 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 up to and including the day of the funeral, 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, sister, brother, spouse, child and 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 Commissioner.

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

ARTICLE XII

INJURY LEAVE

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

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, death or honorable termination of employment, after having served at least five (5) full years, 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.

ARTICLE XV

SALARIES

A. Effective January 1, 2008 the annual salary to be paid the following employees of the City of Margate shall be as follows and shall be paid bi-weekly.

		<u>Current</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
1.	Senior Clerk	\$45,385	47,155	48,994	50,905
2.	Pumping Station Operator	49,642	51,578	53,590	55,680
3.	Deputy Municipal Clerk Typist 3rd year of service & thereafter	39,954	41,512	43,131	44,813
4.	Deputy Municipal Clerk Typist 2nd year of service & thereafter	37,080	38,526	40,029	41,590
5.	Deputy Municipal Clerk Typist 1st year of service	28,952	30,081	31,254	32,473
6.	Assessing Clerk 3rd year of service & thereafter	39,954	41,512	43,131	44,813
7.	Assessing Clerk 2nd year of service	37,080	38,526	40,029	41,590
8.	Assessing Clerk 1st year of service	28,952	30,081	31,254	32,473
9.	Clerk Typist 3rd year of service & thereafter	39,954	41,512	43,131	44,813
10.	Clerk Typist 2nd year of service	37,080	38,526	40,029	41,590
11.	Clerk Typist 1st year of service	28,952	30,081	31,254	32,473
12.	Water Meter Foreman	53,802	55,900	58,080	60,345
13.	Bldg. Service Worker	35,060	36,427	37,848	39,324
14.	Mechanic 3rd year of service & thereafter	57,566	59,811	62,144	64,568

		<u>Current</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
15.	Mechanic 2nd year of service	49,218	51,137	53,131	55,203
16.	Mechanic 1st year of service	24,622	25,582	26,580	27,617
17.	Assistant Supervisor of Public Works	42,955	44,630	46,371	48,179
18.	Water Meter Repair Supervisor	39,396	40,932	42,528	44,187
19.	Senior Account Clerk Stenographer 3rd year of service & thereafter	42,283	43,932	45,645	47,425
20.	Senior Account Clerk Stenographer 2nd year of service & thereafter	37,080	38,526	40,029	41,590
21.	Senior Account Clerk Stenographer 1st year of service	28,952	30,081	31,254	32,473
22.	Senior Account Clerk Typist 3rd year of service & thereafter	42,283	43,932	45,645	47,425
23.	Senior Account Clerk Typist 2nd year of service	37,080	38,526	40,029	41,590
24.	Senior Account Clerk Typist 1st year of service	28,952	30,081	31,254	32,473
25.	Water & Sewer Account Searcher	42,283	43,932	45,645	47,425
26.	Assistant Municipal Tax Collector	47,027	48,861	50,767	52,747
27.	Assistant Municipal Tax Assessor	47,027	48,861	50,767	52,747

PER DIEM SALARIES

		<u>Current</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
A.	Laborer 3rd year of service & thereafter	\$174.00	181.00	188.00	195.00
B.	Laborer 2nd year of service	163.23	170.00	177.00	184.00
C.	Laborer 1st year of service	134.90	140.00	145.00	151.00
D.	Senior Water Meter Reader & Repairer	187.66	195.00	203.00	211.00
E.	Heavy Laborer with more than 3 yrs. experience as Laborer	190.96	198.00	206.00	214.00
F.	Heavy Laborer with 3 yrs or less experience as a Laborer	184.54	192.00	199.00	207.00

B. The City and the Association agree that during the term of this Agreement the City may award supplemental inequity adjustment increases in salaries to employees hereunder when in the sole opinion of the City such adjustments are deemed necessary or appropriate to correct inequity pay rates or to award special meritorious performance of duties. In no event shall the supplemental salary increase result in the employee receiving a salary in excess of the Civil Service range for the title. This provision creates no obligation whatsoever on the City to make any supplemental change in salary. Any such changes shall be at the sole and absolute discretion of the City.

ARTICLE XVI

OVERTIME

A. Overtime shall consist of all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

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.

ARTICLE XVII

LONGEVITY

A. Each employee listed in Article XV shall be paid in addition to and together with his or her annual base salary 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:

<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 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 (2.5%) longevity increase beginning on July 15, 1976.

ARTICLE XVIII

HOSPITALIZATION INSURANCE

A. The City agrees to provide hospitalization and medical insurance at least comparable to the coverage provided on December 31, 1999 to all employees covered by this Agreement and their eligible dependents. The deductibles for "out of network" services only shall be \$1000 per individual and \$2000 per family. The 70/300 co-insurance for "out of network" services only shall be up to \$3,500. Effective January 1, 2007, the co-pay for office visits shall be fifteen (\$15.00) per visit. If the Association disagrees with the level of benefit maintenance, they may challenge it through the Grievance Procedure.

B. 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.

C. The City agrees to provide bargaining unit employees with a \$5,000 life insurance policy.

D. The City agrees to supply identification badges to those employees so designated by their department head and approved by their Commissioner.

E. As soon as practicable after the signing of this Agreement, the City agrees to add a Vision Care Plan as determined by the City.

F. The City agrees to reimburse those employees who possess a valid Commercial Driver's License the difference in cost between a

standard operator's license and a CDL. Reimbursement policy will be established by the City.

G. The City agrees to provide a dental plan at least comparable to the coverage provided on December 31, 1999 to all employees covered by this Agreement and their eligible dependents.

H. The City agrees to provide a prescription plan subject to an annual total deductible of \$50.00 per family with a \$15.00 Co-Pay on all non-generic (Brand Name) prescriptions and a \$5.00 Co-Pay on generic prescriptions.

ARTICLE XIX

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 which are enjoyed by employees covered by this Agreement, that have not been included in the contract, shall be continued.

ARTICLE XX

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 XXI

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 XXII

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 2008 and shall remain in effect to and including December 31, 2010 without any reopening date except as provided in Article XV.

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 _____, 2008.

CITY OF MARGATE CITY

**MARGATE CITY
EMPLOYEES' ASSOCIATION**

By: _____

COMMISSIONER

By: _____

REPRESENTATIVE