

AGREEMENT BETWEEN  
THE CITY OF ABSECON AND LOCAL 107  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

CONTRACT EFFECTIVE JANUARY 1, 2024  
THROUGH DECEMBER 31, 2028

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**PREAMBLE**

THIS AGREEMENT made and entered into on this 20<sup>nd</sup> day of December, 2003 by and between the **CITY OF ABSECON, IN THE COUNTY OF ATLANTIC**, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City") and **LOCAL 107, INTERNATIONAL BROTHERHOOD OF TEAMSTERS** (hereinafter referred to as the "Union") represents the complete and final understanding on all bargainable issues between the City and the Union and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by Article I - Recognition, in order that more efficient and progressive public service may be rendered.

## **ARTICLE I - RECOGNITION**

In accordance with the "Certificate of Representation" of the Public Employment Relations Commission dated January 16, 1990, (Docket No. RO-90-91) the City recognizes the Union as the exclusive collective bargaining agent for all full time and regular part-time laborers, grounds keepers, equipment mechanics and operators employed in the Department of Public Works.

## **ARTICLE II – MANAGEMENT RIGHTS**

A. The City retains and reserves unto itself, without limitation, all powers, rights, authority 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. To the executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To exercise complete control and discretion over the City's organization and the technology of performing its work.
5. To schedule employee work hours.

6. To take all necessary actions to carry out its mission in emergencies (emergencies are construed as a sudden, generally unexpected occurrence demanding immediate action).

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the 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 authoring under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

### **ARTICLE III – SENIORITY**

A. Seniority is defined as the total length of paid service of any employee with the City commencing with his/her latest date of hire.

B. In the event the City decides to lay off employees for any reason, employees shall be laid off by job title in the inverse order of their seniority. An employee laid off from his/her department may exercise his/her seniority to bump an employee in a lower title within the bargaining unit with less seniority which that employee either previously held with the City or duties of which he/she can perform immediately without any additional training. Seniority shall be accrued during the time an employee is laid off to the time the employee is given a notice of recall. In the event of a layoff, those employees laid off will be entitled to recall

for a period of 18 months after the layoff. Their seniority shall continue to accrue for this period and recall during this period shall be by seniority.

C. An employee who is unable to work as a result of an injury covered by worker's compensation shall continue to accrue seniority for a maximum period of one (1) year.

D. There will be a probationary period of 45 calendar days for newly hired employees, and they shall not accrue any seniority in the bargaining unit during their probationary period. During the employee's probationary period, the City may discharge him/her in its sole judgment without recourse by said employee or the Union; and the city's action shall not be subject to the Grievance or Arbitration provisions in this Agreement. If the City retains said employee after the completion of his/her probationary period, his/her seniority in the bargaining unit shall be calculated from the first (1<sup>st</sup>) day of his/her employment.

E. The City shall supply the Union with the seniority list of all employees by December 15th of each year setting forth the date of hire and the job classification of such employees. This list shall be maintained by the City and be brought up to date every twelve (12) months. This list shall be considered approved by the Union if not challenged by December 31<sup>st</sup> of each year. The Public Works Supervisor must follow the Seniority List as approved by the Union to determine the first person called in for overtime. The Public Works Supervisor has discretion over all other employees called in for overtime for the same job based on the technical needs of that job. The City shall also provide the Union with a complete list of names and dates of all employees who have been laid off, discharged, hired or recalled.

F. Employees shall lose all of their seniority for any of the following reasons:

1. Discharge or suspensions for cause.
2. Voluntary resignation.
3. Retirement.
4. Absence from work without reporting for three (3) consecutive days unless there were justifiable extenuating circumstances which prohibited the employee from reporting his/her whereabouts.
5. Failure to contact the City within three (3) days after notice to the last known address to report from layoff and failure to report for work within one (1) week after notice of layoff recall.
6. Promotion out of the bargaining unit.

G. To protect his/her seniority, each active and laid-off employee will keep the Employer informed of his/her current home address and telephone number. At the time of layoff, such employee shall provide the City Clerk with his/her correct home address and telephone number with his/her signature on a City form furnished for that purpose and he will receive a copy of such form.

H. Whenever practical, the City shall give three (3) days notice of layoff if it is reasonably expected to last for more than two (2) weeks and 24 hours notice if it is reasonably expected to be less than two weeks.

#### **ARTICLE IV – GRIEVANCE PROCEDURE**

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.



2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition: The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

C. The Union business representative shall have the right to participate in all steps of the Grievance Procedure noted below.

D. Steps of the Grievance Procedure: 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

(a) An aggrieved employee shall institute action under the provisions hereof by submitting their grievances directly to their immediate supervisor within three (3) working days of the occurrence of the grievance or knowledge of the grievance and an earnest effort shall be made to settle differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said three (3) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Supervisor shall render a decision within three (3) working days after receipt of grievance.

### Step Two

In the event a satisfactory settlement has not been reached the employee shall, in writing and signed, file his/her complaint with the Department Head (or his/her representative) within five (5) working days following the determination by the Supervisor.

(a) The Department Head, or his/her representative, shall render a decision in writing within ten (10) working days from the receipt of the complaint.

### Step Three

(a) In the event the grievance has not been resolved at Step Two, then within three (3) working days following the determination of the Department Head or within three (3) working days following the time allotted for such determination, the matter may be submitted to the City Administrator.

(b) The City Administrator or his/her representative, shall review the matter, and make a determination within ten (10) working days from the receipt of complaint.

### Step Four

(a) In the event the grievance has not been resolved at Step Three, the Union may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the City Administrator.

(c) The arbitrator shall be bound by the provision of this Agreement and 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 to this Agreement or any amendment or supplement thereto.

- (d) The cost for the services of the arbitrator shall be borne equally between the City and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
- (e) The arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties. Except as otherwise provided for by law, the award of the arbitrator shall be final and binding.

E. City Grievances

Grievances initiated by the City shall be filed directly with the Union within ten (10) working days after the event giving rise to the filing of the grievance has occurred. A meeting shall be held within ten (10) working days after the filing of a grievance between the representative of the City and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Four above.

**ARTICLE V – UNION REPRESENTATIVES – SHOP STEWARD**

A. The designated Business Representative of the Union may enter the City facilities or premises for the purpose of observing working conditions or assisting in the adjustment of grievances provided that the Union does not abuse the privilege or interrupt the work or normal business of the City. There shall be no Union meetings on City time. Union meetings may be held on City property provided such facilities are

available and further provided that permission is secured in advance from the department head.

B. The city recognizes the right of the Union to designate one Shop Steward and one alternate who shall act only in the absence of the Shop Steward.

C. The authority of the Shop Stewards and alternates designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement. Employees shall have the right to the presence of a Shop Steward or a representative of the Union during the discussion of any grievance with representatives of the City.

2. The transmission of such messages and information which shall originate with or be authorized by, the Local Union or its officers, provided, such messages and information:

(a) Have been reduced to writing; or

(b) If not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the City's business.

#### **ARTICLE VI – WORK WEEK**

A. The work week currently in effect will remain in effect, except as specifically modified by this agreement. The workday shall be 7:00 a.m. to 3:30 p.m. year-round with a one-hour lunch break. The workday may be altered to 7:00 a.m. to 3:00 p.m. with a one-half hour lunch break with the consent of the Public Works Supervisor and when the workload permits.

1. This shall not be construed and nothing in the agreement shall be construed as a guarantee or limitation of hours to be worked per day, per week or for any other period of time by employees covered hereunder.

B. Employees shall be given one (1) fifteen (15) minute break during the regularly scheduled workday. The morning break shall be from 9:30 to 9:45 a.m.

#### **ARTICLE VIII – OVERTIME/STAND BY**

##### **A. Definition of Overtime**

Authorized work performed in excess of thirty-seven and one half (37½) hours per week for each class of positions shall be considered overtime. The provisions of the Article shall apply to such overtime, which has been properly directed and authorized in advance by the appropriate department head or his designee. The Public Works Supervisor will post the Seniority List approved by the Union and use that list to determine the next employee to be called for over-time. The Public Works Supervisor will offer over-time starting with the most senior employee following the last employee to either receive overtime or refuse it. It shall be the responsibility of each employee to record on that chart each time they accept overtime or refuse overtime.

Notwithstanding any other provision in the Agreement to the contrary, unless the employee submits clear proof that he/she is ill and is unable to work, and employee who has used all of his/her sick and vacation time and is on payroll deletion shall not be entitled to the daily overtime provision of this Article and shall received overtime pay only after completion of thirty seven and one half (37½) hours worked in a work week.

The purpose of this provision is to insure the daily presence of all employees even though some may have worked overtime on any day during the work week; it is not intended to penalize the legitimately ill, but is intended to recognize malingering.

B. All employees covered in this agreement shall have worked the full day before and the full day after the holiday to be eligible for additional holiday pay benefits unless legitimately ill. The City may require verification of such illness by a doctor's certificate. Legitimate illness with pay shall be considered as days worked for overtime and holiday pay purposes.

C. Any employee called back to work overtime after punching out and leaving the work site shall be guaranteed a minimum of three (3) hours overtime.

D. If any employee is required to work through their lunch, they will receive comp time OR overtime at the overtime rate specified in the contract. In either case, the Public Works supervisor must approve the comp time or overtime. In the event of emergency, as determined by the Administrator, employees may be required to work overtime up to four (4) hours.

E. An employee may request either compensatory time off or payment for overtime for all hours worked under provisions of this article. There will be no cash payment of accumulated compensatory time and all compensatory time must be utilized within the calendar year in which it was earned. No compensatory time will be carried over from year-to-year.

F. All hours worked on Sundays will be paid at double time.

G. In the event an employee is authorized and required to be on stand-by, they shall be required to be available by phone and they shall be compensated at the following flat rate schedule: Fifty dollars (\$50.00) for the twelve (12) hours from 3:30

p.m. to 3:30 a.m. Monday through Friday. Saturday and Sunday standby can be any twelve (12) hour period as declared by the Supervisor of Public Works.

**ARTICLE VIII - VACATION LEAVE**

A. All vacation time must be approved, in writing, by the supervisor prior to any vacation time being taken. It shall be the employee's responsibility to secure this approval prior to taking vacation time. Annual vacation leave with pay for all employees covered under this contract shall be as follows: After one (1) year of service fifteen (15) working days of vacation thereafter up to five (5) years of continuous service; eighteen (18) working days of vacation each year after completion of (5) years up to ten (10) years of continual service; twenty-one (21) working days of vacation each year after completion of (10) years and up to fifteen (15) years of continuous service; twenty-five (25) working days of vacation each year after completion of fifteen (15) years of continuous service.

After 1 year through 5 years	15 days
After 5 years through 10 years	18 days
After 10 years through 15 years	21 days
After 15 years	25 days

B. The monetary value of vacation days taken prior to this actual earning of time shall be deducted from the employee's final paycheck should his services be prematurely terminated.

C. Vacation allowance must be taken during the current calendar year that the employee is eligible for vacation at such time as permitted or directed by the City unless the City Administrator determines that it cannot be taken because of volume of

work. Any unused vacation may, with the approval of the City Administrator, be carried forward into the first three (3) months of the next year only.

D. If any official holiday occurs during an employee's authorized vacation, he/she will be entitled to an additional day in lieu of the holiday.

E. Vacation Leave Due Upon Separation

1. An employee who is retiring or who is otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.
2. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figure on his salary rate at the time of the death.

**ARTICLE IX – HOLIDAYS**

A. Days Observed as Holidays

1. The following days will be considered as Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Friday immed following Thanksgiving
Juneteenth	Christmas
Independence Day	2 personal holidays



2. When any of these legal holidays fall on Sunday, the following Monday shall be the official holiday. Should any of the listed holidays fall on a Saturday, the Friday preceding shall be the official holiday.

B. Compensation. All employees who are required to work on any of the official holidays mentioned in Subsection A above will receive compensation at the rate of two and one-half (2 ½) hour's pay for each authorized hour worked.

C. Parity. In addition to the above holidays, whenever other City employees are given a day or part thereof off with pay, such as a snow day by way of example only, the members of the bargaining unit shall be given an equivalent period off with pay as compensatory time thereafter.

#### **ARTICLE X – HEALTH AND LIFE INSURANCE**

A. The City agrees to provide Health Insurance and Prescription coverage during the lifetime of this Agreement for all full-time employees and the eligible members of their families comparable to that currently provided. Eligible employees shall have deducted (pre-tax) via payroll deduction, such amount toward the payment of their health insurance coverage as may be required by New Jersey laws and regulations. All contributions shall be subject to the Federal Section 125 Plan.

B. The City reserves the right to change insurance carriers during the lifetime of this Agreement so long as comparable benefits are provided by the new carrier. The City shall notify the Union if such change in coverage is made. In any event, there shall be no interruption of medical benefits for the employees covered by this Agreement.

D. An Employee shall have served a minimum of sixty (60) days of continuous service with the City of Absecon to be eligible for coverage in all instances.

E. If this coverage is provided by a contract of insurance, the liability of the City shall be limited to the terms of the contract.

#### **ARTICLE XI – SICK LEAVE**

A. Service Credit for Sick Leave

1. All permanent employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by an employee for any reason set forth in the New Jersey Paid Sick Leave Law.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full-time employee on the basis of one and one quarter (1 ¼) working days per month during the remainder of the first year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. Employees of the City of Absecon on or before January 1, 2006, upon retirement from the City through the Public Employees Retirement System shall be entitled to be compensated for fifty percent (50%) of their accumulated sick time up to a maximum of one hundred and eighty (180) days or fifty-thousand dollars (\$50,000) which ever is less. Employees of the City of Absecon on or after January 2, 2006, upon retirement from the City through the Public Employees Retirement System shall be entitled to be compensated for fifty percent (50%) of their accumulated time up to a

maximum of one hundred eighty (180) days or fifteen thousand dollars (\$15,000) which ever is less.

C. Reporting of Absence or Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for three (3) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

(b) The City may require proof of illness of any employee on sick leave, whenever such requirement appears reasonable and

warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business Representative of the Union and a representative of the City.

2. The City may require an employee who has been absent because of personal illness as a condition of his return to duty to be examined at the expense of the City, by a physician designated by the City. Such examination shall establish whether, as a result of the employee's illness, the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of the employees.

#### **ARTICLE XII – BEREAVEMENT LEAVE**

A. In the event of a death in the employee's immediate family, the employee shall receive a three (3) day leave with pay. The term "immediate family" shall include only the employee's father, mother, step-parent, mother/father-in-law, grandparents, sister, brother, spouse, child, foster-child, step-child or grandchild. The City Administrator may authorize one additional travel day, upon prior written request, for funerals of immediate family members taking place seventy-five (75) miles or more from the City.

B. The City may require proof of death.

#### **ARTICLE XIII – EMPLOYEE TRAINING**

A. The City and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The Union agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their field, craft, trade professional or occupation
2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training.
3. Realizing that not all training and development are directly related to their jobs and that they have a responsibility for self-development.
4. Utilizing and sharing with fellow employees' new skills acquired through training.

C. The City will plan and provide an individual training and development plan for all employees to meet acceptable and increasing levels of competence. The plan shall include a yearly schedule of specific training designed to increase the ability of all members to proficiently operate the equipment utilized by the City of Absecon Department of Public Works.

D. A full-time employee may attend a job-related seminar or training program provided he/she obtains the prior approval of the City Administrator. The City shall reimburse the employee for the following costs incurred in attending the approved course:

1. Mileage at the prevailing rate, if the employee uses his personal vehicle.
2. Lunch, if not included as part of the program.
3. The fee for the course.

E. A full-time employee who is required by the City Administrator to attend a job-related seminar or training program during the employee's scheduled day off shall be paid time and one-half the employee's regular hourly rate for the time in actual attendance at the course.

F. An employee who attends a job-related seminar or training program under this Article on his/her regularly scheduled workday shall be paid for the day at their regular straight-time hourly rate.

#### **ARTICLE XIV – EMPLOYEE PERFORMANCE**

A. The Union agrees to support and cooperate with the City in improving employee performance. In furtherance thereof, the Union shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours, unless unavoidably prevented.
2. Give such effort to their work as is consistent with the requirements thereof.
3. Avoid waste in the utilization of materials and supplies.
4. Maintain and improve levels of performance.
5. Assist in preventing accidental injury to themselves and others.
6. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible.
7. Assist where possible, in building good will between the City, the Union and the public at large.

B. The Union recognizes that it is the City's responsibility to determine levels of performance for employees, and to establish standards and methods to provide

services to the public in the most efficient manner possible. The Union pledges its cooperation in the attainment of such standards and methods.

#### **ARTICLE XV – BULLETIN BOARDS**

Bulletin boards shall be made available by the City at the Public Work's Garage for the use of the Union for the purpose of posting Union announcements. The Director of the Department, or his representative, may have removed from the bulletin boards any material which does not conform with the intent and provision of this Article.

#### **ARTICLE XVI – WAGES**

Employees covered under the Agreement shall have their longevity payments as of 12/31/14 added to their base salary to create a new base salary. Thereafter, longevity payments shall be eliminated for all employees. New employees shall not be entitled to longevity payments.

Employees covered under this agreement will receive a two percent (3%) wage increase for each year covered by this contract. An additional market adjustment of \$2,500 will be added to the base salary in 2024 only.

A Foreman will be selected to supervise operations in the absence of the Public Works Supervisor and shall be paid \$3,000.00 annually in addition to base salary.

A new employee covered under this agreement will be hired at a starting salary of ninety percent (90%) of scale for the first twelve (12) months of employment. The salary for the second year of employment will be ninety-five percent (95%) of scale. After reaching the twenty-four (24) month employment anniversary, the employee will earn the salary of the next highest employee's scale salary.

**ARTICLE XVII – DEDUCTIONS FROM SALARY**

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement dues, initiation fees and uniform assessments for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended.

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

C. The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed reduction.

D. Deductions from salary for union dues shall be consistent with the Supreme Court's decision in Janus and the New Jersey workplace.

**ARTICLE XVIII – UNION MEMBERSHIP**

Employees who choose Union membership, shall opt in (membership) for the term of the agreement. If an employee opts out of Union membership, he/she shall do



so for the entire term of the Agreement. If an employee who 'opts out' of joining the Union wishes to exercise the grievance procedure herein, the costs for the Union to process grievances and arbitration hearings shall be placed on the individual employee who chose to opt out of Union membership.

#### **ARTICLE XIX – JOB POSTING**

A. In the event any new job is created or a vacancy occurs in the bargaining unit on other than a temporary basis, the City will post a notice on all department bulletin boards for a period of three (3) work days indicating that the vacancy exists. Any employee desiring the position or job may submit a written application for the job to his supervisor within three (3) workday period. The City will consider the qualifications of any applicant who submits his application within the three (3) day period.

B. The City will consider the qualifications of the applicants on the basis of skill, ability and physical fitness to perform the work, and when these factors are equal among applicants, seniority shall govern.

C. In the event a successful applicant does not prove satisfactory or is not satisfied within thirty (30) calendar days in his new position, he will be returned to his former position with no loss of seniority.

D. Individuals promoted or hired into any job classification shall be paid no more than the most senior employee in the job classification.

#### **ARTICLE XX – LEAVE OF ABSENCE**

A. Any employee desiring a leave of absence from his employment shall secure written permission from the Administrator, who may grant or deny this request with his sole discretion. A maximum leave of absence shall be one hundred twenty

(120) days and may be extended by the City for like periods. During the period of absence, the employee shall not engage in gainful employment, except with the express written permission of the Administrator. Failure to comply with this provision shall result in termination of employment.

B. Employees on leave of absence because of illness may be required to submit a doctor's certification that they continue to be disabled or that they are physically fit to return to work.

#### **ARTICLE XXI – MILITARY LEAVE**

A. Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and Amendments thereto shall be granted all rights and privileges by the Act.

#### **ARTICLE XXII - SAFETY COMMITTEE**

A. The Union and the City agree to the formation of a Safety Committee to be composed on one (1) representative of each party.

B. The Safety Committee shall meet informally every thirty (30) days at the request of either party for the purpose of discussion and making recommendations to eliminate any unsafe conditions.

#### **ARTICLE XXIII - GENERAL PROVISIONS**

A. The City agrees that it will not enter into any written or oral agreement with any employee covered by this Agreement which is inconsistent with or which in any way may modify or waive any of the provisions of this Agreement.

B. All Public Works employees covered by this agreement, at their own expense, shall purchase and keep in good repair, short sleeve and long sleeve shirts, long pants and short pants, light weight jacket and winter jacket. The exact configuration to be determined by the City. Employees will be required to wear these uniforms at all times while on duty.

C. It shall be the policy of the City to use bargaining unit employees to perform all bargaining unit work. No Supervisor, unless he/she is a member of the bargaining unit, shall perform the duties normally assigned to employees covered by this Agreement except for the purpose of instruction or in case of emergency or as otherwise agreed to by the Union.

D. The City reserves the right to hire part-time employees, seasonal employees, or any other non-permanent, full-time employees as the City shall determine is in the best interest of the citizens of the City as set forth in Article II of this contract. Said employees shall not operate heavy equipment nor perform any technical work.

E. Employees will be entitled to an allowance for clothing and safety shoes of eight hundred dollars (\$800) per year, payable in January each year. In the event an Employee leaves the employ of the City of Absecon for any reason, other than termination by the employer, this allowance will be pro-rated monthly and the employee's final paycheck will be adjusted accordingly.

#### **ARTICLE XXIV - NO-STRIKE AND NO-LOCKOUT PLEDGE**

A. During the term of this Agreement the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the City agrees that it will not cause any lockout.

B. The union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, i.e. the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the City to invoke any of the following alternatives:

1. Withdrawal of Union recognition;
2. Withdrawal of dues deduction privileges (if previously granted);
3. Such activity shall be deemed grounds for termination of employment of such employee or employees.

D. Nothing contained in this agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

#### **ARTICLE XXV - NON-DISCRIMINATION**

A. There shall be no discrimination by the City or the Union against an employee on account of race, color, creed, religion, ancestry, national origin, age, sex affectional or sexual orientation, sexual identity or expression, marital or civil union status, atypical hereditary, cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or because of the refusal to

submit to a genetic test or make available the results of a genetic test or physical, emotional or mental challenge.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Union.

C. When used in the masculine, all pronouns shall apply equally to the feminine gender.

#### **ARTICLE XXVI - SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by the operation of law or by Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### **ARTICLE XXVII - FULLY BARGAINED PROVISION**

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 nor without the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

**ARTICLE XXVIII - DURATION**

This Agreement shall be in full force and effect as of January 1, 2024 through and including December 31, 2028. This Agreement shall continue from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement, or a desire to change, modify or terminate this Agreement.

ATTEST:

Jessica Thompson  
Administrator/ICFD

CITY OF ABSECON

Kimberly Horton  
Kimberly Horton, MAYOR

Date: 12/22/23

ATTEST:

Mike Agost  
Rec. Sec./Business Agt  
12/18/23

TEAMSTERS LOCAL 107

Shawn M Dougherty  
Shawn Dougherty

BUSINESS REPRESENTATIVE

Date: 12/18/23