

**MEMORANDUM OF AGREEMENT BETWEEN
CITY OF EGG HARBOR
AND
TEAMSTERS LOCAL #31**

This constitutes the Memorandum of Agreement made and entered into this day of 2023 by and between the City of Egg Harbor (the "City") and the Teamsters Local #31 (the "Union").

It is understood and agreed that the Collective Negotiations Agreement covering the employees represented by the Union in effect from January 1, 2021 through December 31, 2023 is HEREBY amended as stated below:

Article 18-Sick Leave is amended to include and is titled:

§18.10 Donated Leave Program.

Effective January 1, 2008, all eligible employees shall be entitled to the benefits of a Donated Leave Program as set forth in N.J.A.C. 4A:6-1.22 as set down below:

- a. An employee shall be eligible to receive donated sick or vacation leave if the employee;
- b. Has completed at least one year of continuous service with the City of Egg Harbor;
- c. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
- d. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
- e. Either:
 - (1). Suffers from a catastrophic health condition or injury;
 - (2). Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - (3). Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).
 - (4). For purposes of this section, a "catastrophic health condition or injury" shall be defined as follows:

(a). With respect to an employee, a "catastrophic health condition or injury" is a life -threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more days.

(b). With respect to an employee's immediate family member, a catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his or her mental or physical health and requiring the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more days.

(5). An employee may request that the appointing authority approve his or her participation in the program, as a leave recipient or leave donor. The employer's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

f. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the City, medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.

g. When the City and the Teamsters Local #31 has approved an employee as a leave recipient, the Teamsters Local #31 shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives in the City of Egg Harbor.

(1). If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

h. A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than 10 such days to any one recipient.

Any language in the parties' January 1, 2021 through December 31, 2023 Collective Negotiations Agreement not expressly modified by the attached agreement will remain unchanged.

This Memorandum of Agreement is subject to ratification by the Union's membership and approval by the Mayor and Council of the City of Egg Harbor.

All other proposals, not listed above, submitted by either party during the course of these negotiations are deemed withdrawn and without effect.

TENTATIVE APPROVAL OF BEHALF OF:

DATED:

DATED:

CITY OF EGG HARBOR

TEAMSTERS LOCAL #31

By: 
Lisa Jiampetti, Mayor

By: _____
Marcus King

By: 
Meg Steeb, City Clerk