

AGREEMENT

Between

**THE CITY OF BRIDGETON
In the County of Cumberland**

And

**TEAMSTERS LOCAL UNION NO. 676
Affiliated with the International Brotherhood of Teamsters**

EFFECTIVE DATES:

January 1, 2021

Up to and Including

December 31, 2023

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AGREEMENT

THIS AGREEMENT is made and entered into this 6 day of April, 2021, between THE CITY OF BRIDGETON, IN THE COUNTY OF CUMBERLAND, a municipal corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER" of the "CITY", and the Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the City of Bridgeton and in its capacity as an employer, the employees, the Union and the people of the City of Bridgeton. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A.) 34:13A-5.1 et seq.) the Employer does hereby recognize the Union as the sole and exclusive representative of the employees of the Department of Public Works, Department of Water and Sewer, and Department of Recreation and Public Affairs, excepting that this representation shall not extend to any management executive nor any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in any of the aforesaid Departments. The representation shall extend to grievances and terms and conditions of employment. The City shall compile a list of individuals together with their job titles excluded from the bargaining unit in each of these departments.

ARTICLE 2 MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the control of properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend or discharge for just cause, assign, promote, or transfer to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE 3

DUES CHECKOFF/AGENCY SHOP

Section 1

The employer agrees to deduct from the wages of any employees covered by this Agreement, and forward to the Union all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization form used by the Employer herein, provided that the said form shall be executed by the employee after 30 days. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract; but may be withdrawn at any time by the filing of notice of such withdrawals with the Comptroller of Employer or other proper disbursing officer. The filling of this Notice of Withdrawal shall be effective to halt deductions as of January 1, or July 1, next succeeding the date on which Notice of Withdrawal is filed. The Employer agrees to provide this service without charge to the Union. The Union agrees that there should be no discrimination, intimidation, restraint or coercion by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card. Any employee that begins to pay initiation fees after the initial 30 days of employment may request any initiation fee back from the Union if they do not complete the 90 day probationary period required by the City and have not paid the initiation in full. Once the employee has been granted seniority or paid the initiation in full, no initiation amounts will be refunded. Any initiation fees remitted to the Union eligible for refund will be refunded to the employee directly by the Union.

Section 2

Agency Shop

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employee Relations Act" (P.L. 1941, c100, c. 34:13A 1, et seq.) shall take effect. Those employees of the City of Bridgeton that are in the bargaining unit on the effective date of this Agreement who do not join the Union after thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

The Union shall indemnify and hold the employer harmless against any and all claims, demands suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administration or court litigation concerning this provision. The Employer agrees to provide this service without charge to the Union.

ARTICLE 4

STEWARDS AND ALTERNATES

In each department, employees shall be represented by one steward or designated representative, who shall be a regular employee working in that Department. In the absence of the Steward or designated representatives, an alternate may be appointed by the Union. The Union agrees that it will at all times keep the Department Head advised of the name of the Steward or designated alternate representing the Union in each Division. The shop steward shall have super seniority in the event there are layoffs and/or recall from layoffs in the City.

ARTICLE 5

PRESENTING A GRIEVANCE

5.1. Definitions

5.1.1. Grievance

A "grievance" is a claim by an employee within the Union based upon the interpretation, application or violation of this Agreement, policies or administrative decisions or practices affecting one or more employees within the Union.

5.1.2. Aggrieved Person

An "aggrieved person" is the person or the Union making the claim.

5.1.3. Party in Interest

A "party in interest" is the person making the claim and any individual including the Union or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

5.2. Purpose of Procedure

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

5.3. Procedure

5.3.1. Level One - Supervisor

An aggrieved person shall first submit the grievance in writing to his or her immediate supervisor within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance,

5.3.2. Level Two - Department Head

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within five (5) working days of submission of the grievance, he or she may submit the grievance in writing to his or her Department Head within five (5) working days of the decision at Level One or within

five (5) working days from the last day on which the decision should have been rendered at Level One, whichever is sooner.

5.3.3. Level Three-Designated Officer

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within five (5) working days of submission of the grievance at said level, the aggrieved person may submit the grievance in writing to the appropriate officer approved by the Business Administrator within five (5) working days of the decision at Level Two or within five (5) working days from the last day on which the decision should have been rendered at Level Two, whichever is sooner. The aggrieved person and/or a representative of the Union shall be permitted to appear and present the grievance before the designated officer. For the purpose of this Agreement, discipline of written warning or less affecting any employee covered by this Agreement shall not proceed beyond Level Three.

5.3.4. Level Four - Arbitration

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three or if no decision has been rendered within ten (10) working days of submission of the grievances at said level, the aggrieved person may submit a request in writing to the Union that the grievance be submitted to arbitration. Said request must be submitted to the Union with notice to the Employer within ten (10) working days of the decision at Level Three or ten (10) working days from the last day on which the decision should have been rendered at Level Three, whichever is sooner. If the Union determines that the grievance is meritorious, it may submit the grievance to arbitration within thirty (30) working days of its receipt of a request by the aggrieved person.

5.4. Arbitration

5.4.1. List of Arbitrators

Within fifteen (15) working days of such written notice of submission to arbitration, the Employer and the Union shall request a list of arbitrators from the Public Employees Relations Commission, The parties shall then be accordingly bound by the rules and procedures of the Public Employees Relations Commission.

5.4.2. Decision and Effect

The arbitrator's decision shall be in writing and submitted to the Employer and the Union. Said decision shall be final and binding on the parties.

5.4.3. Arbitrability

In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator,

5.4.4. Costs

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, if applicable, shall be borne equally by the Employer and the Union. The Employer shall provide the hearing room. Any other

expenses incurred including the cost of a transcript, if applicable, shall be paid by the party incurring same,

5.4.5, Bad Faith

If the arbitrator in his/her sole discretion determines that either party has acted in bad faith, the costs of the arbitration may be assessed by the arbitrator against said party.

5.5. Right of Representation

5.5.1. Choice of Representation

Any aggrieved person may represent himself or herself at all stages of the grievance procedure or, at his or her option, by authorized Union representative(s), including counsel retained by the Union, or retained counsel of the aggrieved person's own choice.

5.5.2. Limitation On Payment Of Fees

If an aggrieved person chooses to retain legal counsel of his or her own choice, as described immediately above, the Employer or the Union shall not be responsible for the payment of fees or expenses of said counsel.

5.6. Miscellaneous

5.6.1. Written Grievances

It is understood by both parties, that all grievances must be submitted in writing and specifically spell out the alleged violation along with the relevant Article of this Agreement. Failure of the aggrieved to sign the grievance will result in dismissal of said grievance.

5.6.2. Written Decisions

Decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing, setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and to the Union.

5.6.3. Time Limitations

The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties and every effort should be made to expedite the process. A failure to respond at any Step in this procedure by the Employer or its agents shall be deemed a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step. The failure of the employee to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer. Said time limitations may, however, be extended by mutual agreement in writing,

5.6.4. Reprisals

Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

5.6.5. Election Of Remedies

Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the grievance procedure as set forth herein. Furthermore, employees shall have an election as to whether they shall pursue remedies under Public Employee Relations Commissions procedures relating to unfair labor practices or the grievance procedure set forth herein. In any event, any action beyond Step (2) in the grievance procedure shall constitute an election to pursue remedies under this Agreement.

5.6.6. Limitation On Obligations of Union

Any provision contained within this Article or elsewhere in the Collective Bargaining Agreement shall not be construed as requiring the Union to process a grievance or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel (formerly the New Jersey Civil Service Commission). The Union's decision to process any grievance at any step, including arbitration, or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Union.

5.6.7. Informal Efforts

Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the Union from pursuing informal efforts with the Employer to effectuate a prompt and amicable resolution of the matter in controversy.

ARTICLE 6 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local Union representatives and the Department Head of any office designated by the Mayor upon the request of any of the above named. Such meeting shall be between no more than five (5) and at least two (2) representatives of the Department of the City and no more than five (5) and at least two (2) representatives of the Union.

Arrangement for such special conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the Agenda. Such conferences shall be held within fourteen (14) calendar days after the request is made.

Problems of health and safety shall be proper subject for discussion at special conferences.

ARTICLE 7 VACATIONS

A. Vacation Period

1. Vacations will, insofar as possible, be granted at time most desired by employees according to their seniority. In each department, no more two (2) employee may be on vacation at the same time unless the Department Head is satisfied that he or she has sufficient personnel to operate efficiently. Employees shall give notice of vacation period at least two (2) weeks prior to commencement of same. Supervisor may grant a shorter notice.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day. He or she shall also receive holiday pay for such official holiday.

3. Eligibility: Employees shall receive the following paid vacations based upon their period of employment:
- a. 90 days to 1 year - one day for each month of employment retroactive to the date of hire.
 - b. 1 year to 5 years - 12 days
 - c. 6 years to 10 years - 15 days
 - d. 11 years to 15 years - 20 days
 - e. 16 years to 20 years - 25 days
 - f. 21 years or more 30 days

To qualify for a full vacation in any given year, an employee must have been continuously employed for his employment year. Employees who are employed for less than a full year shall receive a prorated vacation. After one (1) year, employees shall be given their full complement of vacation time on their anniversary date in the year of the increase.

4. Employees may sell back one (1) week of vacation when mutually acceptable to the Employer and an employee at said employee's rate of pay. Neither the Employer nor any employee can require the other to exercise this option. The Union acknowledges that the Employer is not obligated to exercise this option in any individual instance despite previously electing to do so. Request to sell back must be submit by April 1st of each year.

No vacation time may be carried over into the next year unless additional time is earned in November or December and then that time, and that time only, may be carried over until March 31st of the next year. If not used by March 31 of the next year, the time is forfeited. The Employer will make all reasonable efforts to assist the Employee to use that time.

ARTICLE 8 **HOLIDAY PROVISIONS**

- A. Employees will observe the listed holidays and receive eight (8) hours pay at straight time computed as part of their forty (40) hour work week.

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	
"Juneteenth" upon formal adoption by Mayor and City Council -on or about third Friday in June	

In the event the President of the United States, the Legislature or the Governor of the State of New Jersey, or the Mayor of the City of Bridgeton, should declare a holiday in addition to those already mentioned above, then those holidays will be observed by the City of Bridgeton.

- B. Holidays falling on Saturday shall be observed on Friday; Holidays falling on Sunday shall be observed on Monday.
- C. Employees who are required to work on a holiday shall receive their regular straight eight (8) hour pay plus one and one-half times their regular hourly rate for any time worked as allocated in this Agreement under Article 19.
- D. In order to qualify for a holiday except as provided in Article 7 (2) above, the employee shall have worked regularly scheduled days before and after holiday unless excused by the Department Head.

ARTICLE 9 **PERSONAL DAYS**

Employees will receive four (4) Personal Days which will, insofar as possible, be granted at the time most desired by employees according to their seniority. No more than one (1) employee may take a personal day at the same time in any one Division of a Department; unless the Department Head is satisfied he has sufficient personnel to operate efficiently, Employee shall give notice of taking a personal day at least 48 hours in advance, except in emergencies, and the personal day shall be taken only with the approval of the Department Head.

- a. New employees will not be entitled to personal days until after the completion of their initial ninety (90) calendar days working test period and acceptance into the Teamsters Local #676.
- b. Personal days may not be carried from year to year.
- c. Personal days shall be prorated in any year that the employee does not work the full calendar year.

ARTICLE 10 **LIFE INSURANCE**

The employer shall provide each employee with a life insurance policy providing a death benefit of \$10,000.00 and Accidental Death and Dismemberment benefit of \$10,000.00 on the life of the employee.

ARTICLE 11 **SEVERANCE PAY**

It is stipulated and agreed that employees who retire having accumulated sick days shall be compensated up to \$15,000.00 effective July 1, 2011. The amount to be compensated shall be computed by multiplying one-half of the accumulated sick day's times eight hours, times the hourly rate of said employee at the time of his retirement.

ARTICLE 12

FUNERAL LEAVE

Employees within the Bargaining Unit shall be entitled to bereavement leave of absence with pay due to the death of a member of said employee's family or household as follows:

Four (4) Days of Leave	One (1) Day of Leave
Spouse/Domestic Partner	Uncle
Parent/Step Parent	Aunt
Child/Step Child	Niece
Sibling	Nephew
Grandchild	Brother-in-Law
Grandparent	Sister-in-Law
Significant Other	Son-in-Law
Mother-in-Law/father-in-Law	Daughter-in-Law

*Significant Other shall be defined as a person with whom the employee lived as a spouse or shared a domicile such as a life partner. It does not include roommates, friends or persons with whom the subject had other than a committed relationship and active relationship.

Day of Choice

Employees within the bargaining unit shall be entitled to one (1) "Day of Choice" to be used for ex-spouses, co-parents, friends, roommates, etc.

ARTICLE 13

PAST PRIVILEGES

All privileges enjoyed by employees and specifically covered by the following, shall continue:

1. Radio in shop as long as it does not interfere with work.
2. Permission to use coffee in shop for use during coffee breaks and lunch periods.
3. Past practice prevails on punching time clocks.
4. Water buckets available for each truck.
5. In accordance with the present practice, departments will as much as possible during sub-zero weather, limit outdoor work to repair work, snowplow activities or emergencies.
6. Lunch periods shall be observed during the term of this Agreement in accordance with prior practice. Employees shall not be required to work in holes or ditches that exceed nine (9) feet in depth.

ARTICLE 14

EMPLOYEE HEALTH AND SAFETY

In the event any employee covered by this Agreement having duties which takes him or her into a building which he or she reasonably believes may be dangerous to his or her health and safety, he or she shall notify his or her Supervisor of the dangerous condition. The Supervisor shall immediately inspect the building and report to the Department Head his or her findings of the conditions in the aforesaid building. If the Department Head finds there is an emergency situation he or she may order the employee to complete his or her assigned task. If the Department Head does not find an emergency situation exists, he or she shall arrange a meeting within three (3) days with the Local Union representative and the concerned employee and his or her Supervisor regarding the condition of the building. At the meeting the parties shall determine the appropriate action to be taken. No employee shall be suspended for failure to

obey instructions, until this meeting shall take place, unless the Department Head shall have determined that an emergency exists.

ARTICLE 15 EQUIPMENT

The City agrees to furnish all employees subject to outside working conditions, outer garments, so as to protect said employee from rain. Additionally, the City agrees to furnish all employees covered by this Agreement, having need of safety shoes, safety goggles, and hard hats, as determined by the Department Head, the appropriate equipment. It is understood the City will provide two (2) pairs of boots will be per calendar year (June and December) to each DPW employee who works outside. The price per pair of boots will not exceed \$150.00 and the vendor will be chosen by the Department Head of DPW and/or the Businesses Administrator. Additionally, the City agrees to furnish all permanent employees represented by the Union with working shirts and trousers for use during working hours and to provide laundry service that will assure each employee of five (5) clean uniforms each workweek. The City will make every effort to see that the uniforms are laundered and pressed in a satisfactory manner to the employees.

A cell phone will be provided by the City for mutual use by those scheduled to be on-call.

Tool allowance for Civil Service titled Mechanics of up to \$250.00 per year. Tools purchased must be for use on City vehicles or to repair/replace existing tools used on City vehicles and proof of purchase is required for reimbursement by the City. Allowance must be used (tools ordered) in budget year, no carryover.

ARTICLE 16 VETERANS - RESERVES

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the Armed Forces, as provided by Federal, State, and Local Laws.

ARTICLE 17 BENEFITS

17.1. Health Benefits

17.1.1. Health Insurance Coverage

The City shall provide the following health benefits for all permanent full time employees and their dependents, beginning on the first day of the third month after two (2) months of active employment:

- A. Hospitalization, Major Medical and Health Maintenance Organization coverage through the New Jersey State Health Benefits Plan (NJSHBP), as it exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this agreement. The City agrees to pay the cost of the NISHBP Plan selected by employees, subject to the cost contributions required by law as set forth in paragraph C, hereunder.
- B. The City retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible

dependents is substantially similar. The City further reserves the right, as its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. The City agrees to expedite arbitration in the event the Union contends the proposed health coverage is not substantially similar to the existing health benefit coverage. This clause will not prevent the City from changing providers during the arbitration process. If the City chooses to change pending the arbitration determination, such change cannot be used as evidence that the Union has consented to such change.

C. Employees shall contribute to the costs of Health Benefits Insurance Plan coverage in accordance with P.L. 2011, Chapter 78. Both parties agree to open the CBA to further negotiations as it relates to Chapter 78 premium share costs if there is a new law that impacts Chapter 78 health benefits premium contributions or the 2.0% cap as it relates to budgets. Under those circumstances, until another agreement is entered into, the terms existing in this contract will prevail

D. The Employer agrees to provide a prescription plan for the employees, their spouses and/or eligible dependents. Currently a Prescription Plan is provided through the New Jersey State Health Benefits Plan, Co-pays for generic prescriptions are currently Five Dollars (\$5.00) and Ten Dollars (\$10.00) for brand name prescriptions (per current State Health Benefits rates) and are subject to future additional changes to reflect the then applicable State Health Benefit Plan Prescription co-pays.

The City retains the right, at its option, to change any of the existing prescription plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. The City further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar.

In the event the City no longer provides prescription coverage under the State Health Benefits Plan, then in such event the copayment for Prescription Plan shall be Ten Dollars (\$10.00) for mail-in prescriptions, Fifteen (\$15.00) for generic drugs and Twenty-Five (\$25.00) for brand name drugs. Reduced cost for prescriptions shall be available through a mail order system.

The City retains the right, at its option, to change the Prescription Plan provider so long as the level of benefits provided to the employees and their eligible dependents is substantially similar.

17.2 Health Benefits after Twenty-five (25) years of service with the City

1. Must have 25 years of service.
2. Maximum of 5 years health/prescription coverage immediately after retirement.
3. Health/prescription benefits are to be maintained at the member & spouse/partner coverage rate at retirement. Employee shall make the employee contribution to the City as required by law. The City will pay a maximum of \$19,200 for any plan chosen by the employee through June 30, 2016. Effective July 1, 2016 the City maximum cost will increase to \$21,120. The employee is responsible for the employee contribution and any cost exceeding the City maximum contribution.

4. If the employee is employed after retirement with health benefits, with equal or better than benefits, that coverage will be primary.
5. If employee is eligible for Medicare, Medicare will be the primary coverage.
6. Starting July 1, 2017, if the insured passes away within the 5 years, the surviving spouse shall receive the coverage for up to 12 months or the 5 years, whichever comes first.

ARTICLE 18 **COFFEE BREAK**

Coffee breaks of fifteen (15) minutes, two times per day, once in the a.m. and once in the p.m., shall be permitted during the normal forty (40) hour workweek at the discretion of the supervisor.

ARTICLE 19 **CALL-IN AND REPORTING PAY**

- A. When an employee is called back to work after his regular work day, he shall be guaranteed no less than two (2) hours of pay at the appropriate rate.
- B. Any employee covered by this Agreement who shall be called in to work on a Saturday or Sunday, which employee is not otherwise scheduled to work, shall be granted no less than three (3) hours of pay at the appropriate rate.
- C. Any employee called into work on July 4th, Thanksgiving, Christmas or New Year's Day, shall be guaranteed no less than four (4) hours of pay at the appropriate rate.
- D. All overtime shall be assigned on the basis of seniority, providing the senior employee has the necessary qualifications to perform the job to be assigned.
- E. An employee who is on vacation will not be called in the case of regular call back. In cases of emergencies, the employee on vacation will be called last unless the employee possesses skills unavailable from other employees in the unit. In no case will an employee be required to respond to an emergency while away, on vacation which is defined as more than 50 miles from the city of Bridgeton. Acceptable proof of being away (out of town) may be required
- F. Zoo call back schedule will allow for all zoo employees to be called first. If more assistance is necessary, the guidance of the Director of Public Works will be sought.
- G. Regularly scheduled Water Dept. and Sewer Dept. personnel for weekend rounds will be scheduled on a voluntary basis. The City will determine minimum hours and staffing requirements for the rotation for each Dept.
- H. An employee that has a regularly scheduled shift beginning after 4:00pm shall be entitled to shift differential pay of \$1.00 per hour

ARTICLE 20 **ABSENCE WITHOUT LEAVE**

An absence of an employee from duty, including an absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for five (5) consecutive days without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the Department Head.

ARTICLE 21

METHOD OF COMPENSATION FOR OVERTIME SERVICE

- A. Employee shall receive one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours worked or paid for per week. Vacation hours, personal hours, sick hours and compensatory hours will be considered as time worked for the purpose of determining the 8 hour work day and/or 40 hour work week.
- B. An employee covered by this Agreement who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation time and one-half his straight time hourly rate for each hour of overtime services.
- C. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime services, unless agreed to between both the employer and employee. The employee may not bank more than 40 compensatory hours (comp time) and such banked time shall not be carried over from year-to-year.
- D. When an employee is required to work thirteen (13) continuous hours or more, they shall receive a meal allowance of Six Dollars (\$6.00) and a one-half (1/2) hour break following the twelfth (12) hour.

ARTICLE 22

WORKING IN HIGHER RATED CLASSIFICATION

The practice of appointing employees to work in higher rated classifications in an acting capacity is discouraged. However, if an employee shall work in a position paying a higher hourly rate, such employee shall be paid such higher rate provided he works at least a minimum of four (4) hours in such classification, plus any/all hours over said four (4) hours, if worked.

ARTICLE 23

WORKING HOUR GUARANTEE

Employees covered under this Agreement are guaranteed an eight (8) hour daily working schedule provided said employees are ready, willing and able to work these hours. Employees covered under this Agreement are specifically guaranteed a forty (40) hour weekly work schedule, provided said employees are ready, willing and able to work those hours. Schedules may include Saturday or Sunday and shall be as set by the City.

ARTICLE 24

FEEDING THE ANIMALS

In order to prevent injury to employees engaged in the feeding of dangerous animals in the Cohanzick Zoo, the city agrees that two (2) employees shall be assigned to this task, according to a schedule to be made by the Employer.

ARTICLE 25

INTERFERENCE WITH WORK

The Union agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

ARTICLE 26

MISCELLANEOUS

An employee shall perform any reasonable work assignment made by supervisors, irrespective of their job title, so long as they suffer no reduction in their hourly rate. Contractual Work: The right of contracting or subcontracting is vested in the City. The City of Bridgeton shall provide Winter Coats to all employees covered by this Agreement. Winter Coats shall be replaced on fair, wear and tear basis to be determined by the Department Head.

ARTICLE 27

WAGES

A. All employees shall be compensated at the following regular straight time rates:

Effective and retroactive to January 1, 2021	2.0%
January 1, 2022	2.0%
January 1, 2023	2.5%

The City offers a \$1.00 increase on the existing pay scale for employees currently in progression (not at top rate) and those hired after January 1, 2021. The Fifth (5th) Year shall be eliminated from the Pay scale effective and retroactive to January 1, 2021.

B. Effective September 1, 2004, any employee whose regular schedule includes Saturday or Sunday as provided for under Article 24 shall receive an additional \$3.50 per hour in their base rate, overtime rate or upgrade rate, as provided under Article 23 for the hours actually worked on Saturday or Sunday. This will also apply to the employee who works on occasion to replace a normally scheduled Saturday or Sunday employee. If a leave of any type is utilized on Saturday or Sunday, the employee will not receive the additional \$3.50 an hour for those hours and will receive their base rate for the hours of leave. Work shifts shall not be changed during a pay period and thusly deprive an employee of the \$3.50 per hour increase.

C. Retro/annual increase monies will be paid to the employees within a reasonable period of time within the context of an adopted budget.

D. Holders of a Class B CDL shall receive an additional \$.50 per hour. The City shall determine those personnel required to have a Class B CDL as a condition of employment,

An employee holding a Class B CDL shall maintain all requirements for the Class B CDL. Any employee who does not maintain eligibility for a Class B CDL shall have a maximum of sixty (60) calendar days to reacquire the Class B CDL or face termination. CDL (B) provision may be waived by the Business Administrator for medically accepted conditions.

Holders of a Class A CDL shall receive an additional \$0.65 per hour. Employee is entitled to payment for only one CDL Class license.

Anyone who receives the following endorsements will be eligible for the following increases:

Hazmat:	\$0.10 per hour
Tanker:	\$0.10 per hour
Air Brakes:	\$0.05 per hour

E. Crew Chief/Foreman/Zoo Compensation

Compensation for Crew Chief/Foreman/Zoo Foreperson will increase by \$4.00/hour. Crew Chief/Foreman/Zoo foreperson will be compensated for all hours actually worked and such designation as crew Chief/Foreman/Zoo Foreperson shall be at the discretion of Department Head and Administration. Anyone that is qualified and asked by the City to fill the role of Crew Chief/Foreman/Zoo Compensation in the absence of the designated person will receive the extra \$4.00 for every hour worked in said capacity. The need for an "Acting Foreman" will be at the sole discretion of the City.

Zoo Foreperson- shall be an existing animal keeper selected by the Head Keeper, with approval of the Recreation Director, or selected directly by the Recreation Director in the absence of the Head Keeper, to be in charge of routine daily zoo operations and other zoo employees/keepers carrying out said operations for a designated shift or workday. Forepersons shall be designated when the Head Keeper is out of state or further than 2 ½ hours travel time away from being physically present on scene to direct/assess/respond to an emergent or ongoing situation at the zoo; or when circumstances dictate that designating a foreperson is deemed by the Recreation Director or Business Administrator to be in the best interests of the health, safety, and welfare of the animals at the zoo or necessary for the orderly and efficient operation of the zoo.

- F. A Licensed Employee is entitled to payment for only 1 class license in each category (W, T, C). Multiple categories are permitted and eligible for payment, Water (W-1) \$.50 Water (W-2) \$.80 Water (W-3) \$1.20 Water (W-4) \$2.20 Treatment (T-1) \$.50 Treatment (T-2) \$.80 Treatment (T-3) \$1.20 Treatment (T-4) \$2.20 Collection (C-1) \$.50 Collection (C-2) \$.80 Collection (C-3) \$1.20 Collection (C-4) \$2.20 Zoo AZA Continuing Education Credits/Certificate \$.50 per hour Certified Pool Operator \$.50 per hour (May 1st through September 30th only- City will determine number of Certified Pool Operators needed). Certified License Compost Operator \$.50

ARTICLE 28

LONGEVITY CLAUSE

Longevity has been deleted.

ARTICLE 29

PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations adopted by the City of Bridgeton shall apply to all cases and for all matters not covered by this Agreement.

ARTICLE 30

DEPARTMENT OF PERSONNEL

This Agreement is intended to comply with all statues, rules and regulations of the New Jersey Department of Personnel.

ARTICLE 31 **PAYROLL DEDUCTIONS**

A. **CREDIT UNION**

The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Employer with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

B. **D.R.I.V.E.**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE, DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the amount deducted from the employee's paycheck.

C. **BI-WEEKLY PAY**

Employees shall be paid on a bi-weekly basis for the term of this Agreement.

ARTICLE 32 **BREACH OF CONTRACT EFFECT**

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

ARTICLE 33 **SAVINGS CLAUSE**

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of the Agreement shall not be affected thereby. Any arbitrator may not be presumed or permitted to be able to make decisions in violations of law.

ARTICLE 34 **EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Union. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject, which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Union or any individual employee covered by this Agreement is hereby superseded.

ARTICLE 35 SICK DAYS/UNUSED SICK DAYS

In the event an employee covered under this contract has not utilized any sick days during the calendar year, then said employee shall forthwith in the succeeding year receive one day's pay as a bonus at straight time.

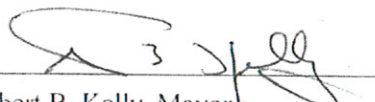
Each employee shall be entitled to fifteen (15) sick days per year. A doctor's note must be provided after three (3) consecutive days sick. A doctor's note may be required by the Department Head or the Business Administrator for payment of sick leave before or after a Holiday or if the Department Head or Business Administrator suspects abuse of the sick leave policy.

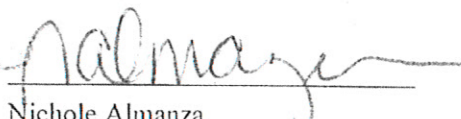
ARTICLE 36 TERM OF AGREEMENT

This Agreement shall be in effect until December 31, 2023, and thereafter until modified. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing, no sooner than one hundred and fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

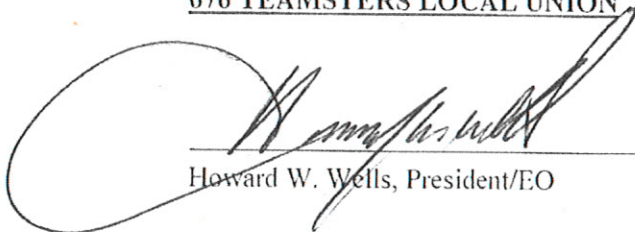
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Bridgeton New Jersey, on this 6 day of April, 2021.


THE CITY OF BRIDGETON
IN THE COUNTY OF CUMBERLAND


Albert B. Kelly, Mayor


Nichole Almanza
Acting Municipal Clerk

676 TEAMSTERS LOCAL UNION


Howard W. Wells, President/EO


Trustee/BA

Teamster 676 Grade / Step Scale 1/1/2021 - 12/31/2023

2% (2021 and 2022), 2.5% (2023) Increase TOP

\$ 1.00 Increase on APP

After completing year at top step (4th year) then get increases according to those already on top step

Step increases are given on the employees anniversary date

Grade	TOP - % to base rate	Date	APP				Step %	Step	Rate	Step %	
			1st Year	2nd year	3rd year	4th year					
Grade 1											
	Pk Rec Wk	1/1/2021	24.09	2.00%	14.60	15.60	16.60	17.60	18.60	App	14.60
	Pk Main Wk	1/1/2022	24.57	2.00%	14.60	15.60	16.60	17.60	18.60	1	15.60
	PW Repairer	1/1/2023	25.18	2.50%	14.60	15.60	16.60	17.60	18.60	2	16.60
Truck Driver									3	17.60	6.02%
Laborer 1									4	18.60	5.68%
Grade 2											
	Reserved	1/1/2021	24.41	2.00%	14.60	15.60	16.60	17.60	18.60	App	14.60
		1/1/2022	24.90	2.00%	14.60	15.60	16.60	17.60	18.60	1	15.60
		1/1/2023	25.52	2.50%	14.60	15.60	16.60	17.60	18.60	2	16.60
									3	17.60	6.02%
									4	18.60	5.68%
Grade 3											
	Meter Worker 1	1/1/2021	25.20	2.00%	14.98	15.98	16.98	17.98	18.98	App	14.98
		1/1/2022	25.70	2.00%	14.98	15.98	16.98	17.98	18.98	1	15.98
		1/1/2023	26.34	2.50%	14.98	15.98	16.98	17.98	18.98	2	16.98
									3	17.98	5.89%
									4	18.98	5.56%
Grade 4											
	Zoo Animal Keeper	1/1/2021	20.25	2.00%	15.11	16.11	17.11	18.11	19.11	App	15.11
		1/1/2022	20.66	2.00%	15.11	16.11	17.11	18.11	19.11	1	16.11
		1/1/2023	21.18	2.50%	15.11	16.11	17.11	18.11	19.11	2	17.11
									3	18.11	5.84%
									4	19.11	5.52%

	TOP - % to base rate	APP				1st Year	2nd year	3rd year	4th year	App	
		1st Year	2nd year	3rd year	4th year						
Grade 10											
Equipment Operator	1/1/2021	27.06	2.00%	15.94	16.94	17.94	18.94	19.94	App	15.94	
Equip Op. Mech Helper	1/1/2022	27.60	2.00%	15.94	16.94	17.94	18.94	19.94	1	16.94	6.27%
Motor Broom	1/1/2023	28.29	2.50%	15.94	16.94	17.94	18.94	19.94	2	17.94	5.90%
Senior PSO									3	18.94	5.57%
Water Repairer 2									4	19.94	5.28%
Sewer Repairer 2											
Meter Worker 2											
Wtr Treatment Plant Op											

Grade 11											
Senior Mechanic	1/1/2021	28.54	2.00%	16.70	17.70	18.70	19.70	20.70	App	16.70	
Mechanic	1/1/2022	29.11	2.00%	16.70	17.70	18.70	19.70	20.70	1	17.70	5.99%
	1/1/2023	29.84	2.50%	16.70	17.70	18.70	19.70	20.70	2	18.70	5.65%
									3	19.70	5.35%
									4	20.70	5.08%

2/16/2021



RESOLUTION NO. 24-21

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIDGETON RECOGNIZING
JUNETEENTH AS AN ANNUAL HOLIDAY WITHIN THE CITY OF BRIDGETON**

WHEREAS, on June 19, 1865, two months after the City of Bridgeton was incorporated as a municipality, Union Soldiers brought news of the Emancipation Proclamation to enslaved persons in Galveston, Texas, which news having been delayed due to the remoteness of the community, thus declaring that all people held in slavery were henceforth freed; and

WHEREAS, Juneteenth has been celebrated for more than a century in various parts of the United States and its observance has grown overtime as increasing numbers of persons have become aware of its significance; and

WHEREAS, the State of New Jersey has passed S19 recognizing Juneteenth as a holiday, marking the third Friday in June as Juneteenth Day and making Juneteenth a State holiday for State workers; and

WHEREAS, counties, municipalities, and private businesses are free to recognize Juneteenth as a holiday including allowing employees to have the day off in honor of Juneteenth and the significance thereof; and

WHEREAS, the City of Bridgeton is desirous of recognizing Juneteenth as a holiday.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

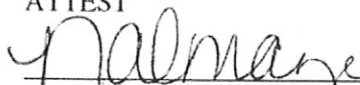
Juneteenth shall be a holiday recognized by and in the City of Bridgeton on the third Friday in June each year to be referred to as "Juneteenth Day" whereby all municipal offices shall be closed in honor of Juneteenth Day.

BE IT FURTHER RESOLVED that municipal employees shall be compensated in accordance with such agreements or contracts as may govern holidays and compensation for their respective positions.

BE IT FURTHER RESOLVED that the City Council of the City of Bridgeton does hereby encourage all its citizens to reflect upon Juneteenth Day and its significance and to further observe Juneteenth Day as may seem fitting.

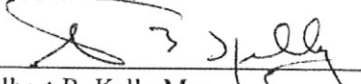
ADOPTED at a Regular Meeting of City Council of the City of Bridgeton held on the 2nd day of February 2021.

ATTEST


Nichole Almanza, Acting Municipal Clerk


Edward Bethea, Council President

APPROVED:


Albert B. Kelly Mayor

