

PREAMBLE

This Agreement, is entered into this _____ day of _____, 2004, by and between the **BOROUGH OF BUENA**, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and **TEAMSTERS LOCAL UNION NO. 676**, hereinafter referred to as the "Union", represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE ONE

PURPOSE

This Agreement is entered into in accordance with the provisions of Chapter 303, Laws of 1968 and as amended (*N.J.S.A. 34:13A-5.1, etc.*) of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the Borough and its employees; to prescribe the rights and duties of the Borough and its employees; and to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the peoples of the Borough of Buena and its employees and the Borough.

ARTICLE TWO

RECOGNITION

Section 1

In accordance with Public Employment Relations Commission Docket No. RO-89-143, the Borough recognizes the Union as the exclusive bargaining representative for all full time and part-time Communication Operators, employed by the Borough in the Police Department, excluding all other blue collar employees, all white collar employees, professional employees, Policeman, Crossing Guards, Fireman,

Department Heads and Deputy Heads of Departments and Agencies, members of the Boards or Commissions, managerial executives, and all supervisors within the meaning of the Act and any other Borough employees.

Section 2

The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE THREE

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To exercise all management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement;
2. To the executive management and administrative control of the Borough Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees;
3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the Borough;
4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause;

5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;
6. To determine the number of employees and the duties to be performed;
7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;
8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Borough;
9. To relieve employees from duty because of lack of work, lack of funding, or legal cause;
10. To determine the amount of overtime to be worked;
11. To determine the methods, means and personnel by which its operations are to be conducted;
12. To determine the content of work assignments;
13. To exercise complete control and discretion over the organization and the technology of performing its work;
14. To subcontract for any existing or future service as determined necessary by the Borough;
15. To make or change Borough rules, regulations, policies, and resolutions as the Borough may from time-to-time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the Borough; and
16. A. To generally manage the affairs of the Borough, attain and maintain full operation efficiency and productivity and to direct the work force.

- B. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE FOUR

DURATION OF AGREEMENT

This Agreement shall be in full force and effect, and retroactive to January 1, 2003 and shall remain in effect for a term of three (3) years to and including December 31, 2005, without any reopening date.

This Agreement shall continue in force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

ARTICLE FIVE

GRIEVANCE PROCEDURE

A. Purpose

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

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

3. Any grievance may be raised by an employee or by the Union.

4. Where the problem involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available the individual shall present his complaint to the New Jersey Department of Personnel, directly in accordance with its rules.

5. Where the dispute involves the discipline of an employee, the following shall apply:

- (a) Discipline of employees in the form of an oral warning, written warning or written reprimand are not subject to this grievance procedure.
- (b) Disciplinary matters where the penalty imposed on the employee is five (5) days suspension or less are grievable by an employee, but only up to the Department Chairman at Step 2 and may not be submitted to Arbitration.

- (c) Disciplinary matters where the penalty imposed on the employee is greater than a five (5) day suspension will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

B. 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 an action under the provisions hereof by submitting his grievance in writing within five (5) working days after the occurrence upon a form provided by the Union and to the Shop Steward, who in turn shall forthwith file one (1) copy with the Borough Personnel Officer and one (1) copy with the Chief of Police. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to file this grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with this grievance.

(b) The Chief of Police shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Two

(a) In the event a satisfactory settlement has not been reached with the Chief of Police, the employee may appeal his/her grievance to the Department Chairman (or his/her representative) within five (5) working days following receipt by the employee of the written determination by the Chief of Police. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Department Chairman.

(b) The Department Chairman, or his or her representative, shall render a written decision within ten (10) working days from his or her receipt of the grievance. Failure to render such written decision within the time period shall be deemed a denial of the grievance.

Step Three

In the event that the grievance has not been resolved at Step Two, the Union may, within ten (10) working days following receipt by him or her of the determination of the Department Chairman, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the Union shall elect to submit the grievance for binding arbitration, the following provisions shall apply:

(a) An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

(b) The decision of the arbitrator shall be final and binding upon the parties.

(c) The costs of the services of the arbitrator shall be borne equally by the Borough and the Union. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the

Borough and the Union shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder, except for disciplinary matters.

C. Union Representation in Grievance Procedure

1. Upon prior notice to and authorization of the appropriate Department Chairman, the designated Union Representative shall be permitted as members of the Grievance Committee to confer with employees and the Borough of specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Buena or require the recall of off-duty employees.

2. The Time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievances shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered by the Borough within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

3. At any meeting between a representative of the Borough and an employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion , discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union representative may be present if the employee so requests.

ARTICLE SIX

DISCIPLINARY ACTION

The Borough acknowledges the principal of progressive discipline. Depending on the magnitude of the offense, the discipline issued by the Borough may be in any of the following forms:

- (a) Oral Warning;
- (b) Written Warning;
- (c) Written Reprimand;
- (d) Minor Suspension-
consists of a suspension up to five (5) days;
- (e) Major Suspension-
consists of a suspension over five (5) days;
- (f) Demotion; and
- (g) Dismissal.

An employee who has been subject to a Minor Suspension may appeal such discipline through the Grievance Procedure up to the Department Chairman at Step 2 of the Grievance Procedure only and may not submit a Minor Suspension to Arbitrator. An employee who has been subject to discipline of a Major Suspension, Demotion or Dismissal shall present any appeal to the New Jersey Department of Personnel. No other forms of discipline shall be subject to appeal through the Grievance Procedure.

ARTICLE SEVEN

DUES DEDUCTION AND AGENCY SHOP

Section 1 - Dues

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with *N.J.S.A. (R.S.) 52:14-15.9e*, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough 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 or Secretary-Treasurer of the Union advising of such change deduction.

D. The Union will provide the necessary "check-off" authorization forms and the Union will secure the signature of its members on the forms and deliver the signed forms to the Treasurer.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with *N.J.S.A. 52:14-15.9e*, as amended.

F. The Union shall indemnify, defend and save the Borough 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 Borough in reliance upon salary deduction authorization forms submitted by the Union to the Borough.

Section 2 - Agency Shop

It is understood and agreed that the provisions of the "Agency Shop" law established by the passage and signing of the amendments and supplements to the "*New Jersey Employer-Employee Relations Act*" (*P.L. 1941, c. 100 c. 34:13A 1, et seq.*) are in effect under this Agreement. Those employees of Borough of Buena that are in the bargaining unit on the effective date of this Agreement who do not join the Union

within 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 (85%) percent of the regular Union membership dues, fees and assessments as certified to the employee by the Union. The Union may revise its certification of the amount of the representation fee at 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.

ARTICLE EIGHT

BULLETIN BOARD

A Bulletin Board shall be made available by the Board. This Bulletin Board may be utilized by the Union for the purpose of posting official Union announcements and other information related to the official business of the Union which is of a non-controversial nature. The Union agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaign or political material

of any kind. The Borough may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article.

ARTICLE NINE

SHOP STEWARDS

Section 1

The Union must notify the Borough as to the names of Stewards and accredited representatives. One (1) Steward and one (1) alternate from the Department, are to be designated by the Union.

Section 2

Representatives of the Union who are not employees of the Borough will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters without prior permission to the Chief of Police, or its designee.

Section 3

The Steward and accredited employee representative shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters by obtaining permission from the Chief of Police or his designee.

Section 4

The Steward shall not give orders to employees nor countermand orders of supervisory personnel. However, the Business Agent shall have the right to investigate and determine, along with management, disputes regarding unsafe condition.

Section 5

Any Steward or alternate attempting to give orders to employees or countermand orders of supervisory personnel shall be subject to disciplinary action by the Borough, including termination.

ARTICLE TEN

NON DISCRIMINATION

Section 1

There shall be no discrimination by the Borough or the Union against an employee on account of race, age, color, creed, sex, national origin, political affiliation, or handicapped status.

Section 2

All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3

There shall be no discrimination, interference, restraint, or coercion by the Borough 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 employee on behalf of the Union. The Union, its members and agent, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE ELEVEN

PROMOTIONS AND TRANSFERS

Section 1

All job openings or vacancies in the bargaining unit shall immediately be posted by the Borough on the employee's Bulletin Board for a period of fourteen (14) consecutive calendar days. Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting.

Section 2

The Borough shall utilize experience, ability, aptitude, qualification, attendance, physical condition and the result of the New Jersey Department of Personnel examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

In the event the employer may not obtain sufficient or qualified employees to fill the openings or vacancies, then the Borough may fill such positions by hiring new employees in accordance with the Department of Personnel Rules and Regulations.

ARTICLE TWELVE

MAINTENANCE OF WORK OPERATIONS

Section 1

The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or 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 any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the

employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

Section 2

The Union agrees that it will actively discourage and will take whatever affirmative steps are necessary to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Borough, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstance to bring about compliance with the Union order.

Section 3

Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have.

ARTICLE THIRTEEN

HOURS OF WORK

Section 1

The regular work week shall consist of forty (40) hours, eight (8) consecutive hours per day, which may be scheduled during the period Sunday through Saturday. Two (2) fifteen (15) minute breaks may be taken when possible each day.

Section 2

Employees shall be subject to call at any time for special assignments and or emergencies.

ARTICLE FOURTEEN

OVERTIME

Section 1

All employees shall receive overtime pay for all work in excess of eight (8) hours in any day or for more than forty (40) hours in any work week at the rate of one and one half (1 ½) the employee's regular base rate of pay.

Section 2

Employees working on a holiday shall be paid two (2) times the employee's regular base hourly rate of pay.

Section 3

If a full time employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours at time and one half (1 ½) times his regular base hourly rate of pay.

Section 4

One hour notice will be given by the Borough to employees if overtime is to be worked by regularly scheduled shift employees, unless it is an emergency situation to be determined by the Chief of Police.

Section 5

All overtime and premium days worked shall be offered by seniority to those qualified employees who are not working.

ARTICLE FIFTEEN

PAY PERIODS

Section 1

All hourly paid employees shall be paid biweekly, every other Thursday. If a holiday falls on a day Monday through Thursday, pay day shall be on Friday.

Each pay day period ends at midnight the Friday preceding pay day, according to Borough policy.

Section 2

When the regular pay day occurs on a holiday, the Borough shall pay the employees on the regular workday immediately preceding the holiday.

Section 3

With each paycheck, employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE SIXTEEN

SICK LEAVE

Section 1

The minimum sick leave with pay shall apply to any full-time employee on the basis of one (1) working day per month during the remainder of the first year and fifteen (15) working days in every calendar year thereafter, said days shall be accrued as earned at the rate of (1 1/4) days per month. These sick days are accumulative.

Section 2

Sick leave shall be based upon the individual employee's regular straight time base rate of pay,

exclusive of shift premiums, for the day on which he or she is absent from work because of such accident or illness.

Section 3

Sick leave may not be granted to an employee until the completion of the probationary period.

A. Reporting Absenteeism

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified one (1) hour prior to the employee's starting time.
2. Failure to so notify his Supervisor may be cause of denial of the use of sick leave for that absence. and constitute cause for disciplinary action.
3. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 4

A doctor's certificate may be required at the Borough's option as a condition for payment of sick leave for five (5) consecutive days or for any day in excess of ten (10) days in any calendar year. Abuse of sick leave shall be cause for disciplinary action. The Borough may adopt such other sick leave verification procedures that are reasonable and which the Borough deems appropriate.

Section 5

Sick leave benefits shall be integrated with welfare payments, worker's compensation or disability income. Under no circumstances will any combination of sick leave benefits with welfare, worker's compensation or disability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Borough may also require a certificate of hospitalization.

Section 6

Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to any employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Borough.

Section 7

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

Section 8

The Chief of Police may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee was capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 9

No benefits will be paid by the Borough, or its Insurance Carrier, if employee is injured working at a second job, (commonly called "Moon Lighting").

Section 10

Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employer's credit from year to year to be used if and when needed for such Purposes. Any employee who has worked for the Borough of Buena for not less than twenty five (25) years and who retires in accordance with the rules of the Public Employment Retirement System, or any employee who has attained the age of sixty two (62) years or older at the time of retirement and retires in accordance with the rules of the Public

Employment Retirement System, shall be entitled to be paid upon retirement fifty percent (50%) of all accumulated sick days up to a maximum of \$12,000.00.

ARTICLE SEVENTEEN

MILITARY LEAVE

The Borough agrees to provide all employees with military leave in accordance with Federal and State Statutes.

ARTICLE EIGHTEEN

JURY LEAVE

Section 1

A regular full time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions.

1. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. The employee is not attending jury duty during vacation and/or other time off from Borough employment;
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

ARTICLE NINETEEN

FUNERAL LEAVE

Section 1

In the event of death in the employee's immediate family, the employee shall receive three (3) scheduled working days off without loss of pay one of which must be the day of the funeral.

Section 2

The "immediate family" shall include parents, grandparents, children, spouse, brother, sister, legally adopted children.

ARTICLE TWENTY

MATERNITY LEAVE

1. Request for maternity leave shall be made in writing no later than three (3) months prior to effective date of leave.
2. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing.
3. Additional time, without pay, shall be granted for reasons of the employee's individual health, upon presentation of a doctor's certificate setting forth the necessity therefor.

ARTICLE TWENTY-ONE

LEAVE OF ABSENCE

Section 1

Any employee desiring a leave of absence without pay from the Borough shall secure written permission from the Borough with notice to the Union.

Section 2

Approval of such a leave of absence shall be at the sole discretion of the Borough. Approval shall not be unreasonably withheld.

Section 3

Leaves of absence shall be granted in thirty (30) day periods and may be extended for up to two (2) additional thirty (30) day periods at the sole discretion of the Borough to a maximum of ninety (90) days.

Section 4

Permission for extension must be secured from the Borough with notice to the Union.

Section 5

During the period of absence, the employee shall not engage in full time or part time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Borough, at the Borough's sole discretion.

Section 6

The employee shall be responsible for the continued payments for and may make suitable arrangements with the Borough for the continuation of benefits.

Section 7

The Borough shall adhere to the Family Medical Leave Act (FMLA).

ARTICLE TWENTY-TWO

UNION LEAVE

Whenever practicable, meetings between representative of the Borough and the Union for the negotiation of terms of the Agreement shall be scheduled during non working time of affected employees. When it is necessary to schedule such meetings during regular working time, unit employees whose attendance is required shall be paid at regular straight time rates for all time required to attend such meetings.

ARTICLE TWENTY-THREE

HOLIDAYS

Section 1

The following are the paid holidays to be given to the employees covered by the Agreement:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
and any other holiday that the Borough declares by Resolution as a legal holiday.

Section 2

If an employee has taken an unexcused absence on the first work day preceding or the first work day following any of the holidays enumerated in Section 1 above, the employee shall not receive pay for that holiday, unless he works on that day.

Section 3

Each employee will also receive three (3) personal days off with pay per year.

Personal leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the Borough upon three (3) days prior written request of the employee submitted to the Chief of Police. Said request shall be granted, at the discretion of the Chief of Police as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate, but must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Personal Leave Day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. an employee who leaves Borough service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the Borough for paid Personal Leave Days used in excess of his or her pro-rated entitlement. The Borough can withhold any excess amount from the employee's final paycheck. Personal Leave Days will not be earned during the period of time while employee is on suspension, Leave of Absence with or without pay or on Special Leave of Absence for work related injury.

Section 4

Employees may utilize the three (3) personal days off with pay in cases of family emergencies.

Section 5

Personal days cannot be used in conjunction with holidays.

Section 6

In the event that the Borough Hall is closed on any non-holiday, and non-union employees are excused with pay for the entire day, the day shift dispatcher working on that day shall receive compensatory time equal to one day or one full shift as a result of having worked on such day.

ARTICLE TWENTY-FOUR

VACATIONS

Section 1

Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Number of Vacation Days</u>
1 to 5 years of service	twelve (12) days
6 to 11 years of service	fifteen (15) days
12 to 15 years of service	seventeen (17) days
16 or more	twenty (20) days

A maximum of fourteen (14) days may be carried over.

Section 2

The vacation period shall be the calendar year from January 1, through December 31.

Section 3

Annual Vacation Leave with pay is earned on a pro-rata basis based upon an employee's service with the Borough. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Section 1 above on January 1st of said year. An employee who leaves Borough service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the Borough for paid vacation leave days used in excess of his or her pro-rated entitlement. The Borough shall have the right to deduct any excess vacation pay from the employee's final pay check. An employee who leaves Borough service shall be paid for unused earned vacation. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension, Leave of Absence with or without pay or on Special Leave of Absence for work related injury.

Section 4

In the event that an employee is entitled to vacation at the time of his or her death, his or her widow or his or her estate shall receive the earned vacation pay.

Section 5

An employee terminated for any reason shall be entitled to vacation on a pro-rata basis.

Section 6

In order not to hamper proper and efficient Police operations, both parties agree that scheduling of vacations shall be at the discretion of the Borough and the following conditions shall be observed in such scheduling:

- A. No employee shall be permitted to take more than one consecutive week of vacation at one time, unless approved by the Chief of Police in advance.
- B. Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.
- C. No employee shall be assigned more than one week's vacation during June, July and August unless approved by the Chief of Police.
- D. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Police Department's business as determined by the Chief of Police, such vacation periods or parts thereof not granted shall be taken at a later date in that calendar year or accumulated.

ARTICLE TWENTY-FIVE

HEALTH BENEFIT PROGRAM

Section 1

The Borough will provide a Health Benefit Program which includes the following coverages:

- A. A Hospitalization-Surgical-Medical Benefit Plan under the New Jersey State Health Benefits Program with Cobra, Blue Cross and Blue Shield or HMO coverage.

- B. Prescription drug coverage through the New Jersey State Health Benefits Program in accordance with the terms and conditions of the program applicable to all Borough employees, in which the Borough is enrolled. Employees shall be obligated to make co-pay payments in accordance with such program.
- C. A Dental Care Plan determined by the Borough or at the employee's option an annual payment of \$100 for an individual, \$200 for a married employee and \$300 for an employee with a spouse and dependent children.

Section 2

Unless prohibited by the rules and regulations of the New Jersey State Health Benefits Program, Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and received a payment of \$1,000.00 per annum pro-rated for the period of time in each calendar year that coverage does not apply to the employee. Checks for opt-opting out will be issued on or about December 1st of each year.

Section 3

Unless prohibited by the rules and regulations of the New Jersey State Health Benefits Program, in the event a husband and a wife are both employed by the Borough, Health Care Insurance Coverages provided hereunder shall be afforded to only one designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$1,000.00 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by

divorce, the non-designated spouse shall once again become covered and the \$1,000.00 payment shall be prorated.

Section 4

The parties agree that full-time employees as defined under the provisions of this Agreement are employees who work thirty (30) hours or more on a regular basis. Part-time employees who work less than thirty (30) hours on a regular basis are not entitled to health benefits.

Section 5

The Borough reserves the right to review and change the Health Benefit Insurance Coverages set forth above or to implement a Borough of Buena Self-Insured Health Benefits Plan during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverages. Prior to implementing any change, the Borough will notify the Union and discuss the changes with it.

Section 6

An employee who retires after twenty-five (25) years of service as a Borough employee shall be provided with health benefits under the Borough's Health Insurance Benefits Program for such employee and his or her spouse.

ARTICLE TWENTY-SIX

INJURY PAY

Section 1

In the event an employee is injured on the job, he or she shall sustain no loss of pay for the balance of the day.

Section 2

The injury shall be substantiated by a doctor designated by the Borough or acceptable to the Borough or by an acceptable hospital report.

Section 3

The employee shall also be paid in the event he or she must have follow-up treatment during work hours as ordered by the Borough's designated or accepted doctor. Further, these visits must be approved by the Chief of Police and may not exceed two (2) hours.

ARTICLE TWENTY-SEVEN

SAFETY

Section 1

Under no circumstance will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property.

Section 2

Employees shall immediately report all defects of equipment in writing.

Section 3

No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.

Section 4

Any employee becoming injured while on duty shall immediately report said injury to his immediate Supervisor or Chief of Police.

Section 5

When required by the Borough, the employee, before going off duty and before starting his next shift shall make out an accident report in writing, on Borough time, on forms furnished by the Borough and shall turn in all available names and addresses of witnesses to the injury.

ARTICLE TWENTY-EIGHT

SANITARY CONDITIONS

The Borough shall maintain in good repair, sanitary conditions for its employees, such as toilets and hot and cold running water.

ARTICLE TWENTY-NINE

CLOTHING AND UNIFORMS

AND

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1

The Borough, at its expense, shall furnish all employees covered under this Agreement with winter and summer dispatcher shirts. All employees must wear the shirts issued by the Borough of Buena while performing dispatch services pursuant to this Agreement. All employees covered under this Agreement shall continue wearing the shirts previously issued, and full-time employees shall be issued five (5) winter and five (5) summer shirt as needed, on a fair wear basis. All employees shall turn in old shirts upon the issuance of the new winter and summer shirts to be issued hereunder.

Section 2

The Borough agrees to provide an annual clothing maintenance allowance to each full-time employee, and all employees agree to keep their shirts neat and to report to work in clean clothing which shall be in good condition. The clothing maintenance allowance to full-time employees shall be paid on or about the first pay period of December in each year and shall be prorated for each full-time employee's period of employment during each calendar year. The clothing maintenance allowance shall be in the following amounts during each year of this contract:

2003 - \$200.00

2004 - \$200.00

2005 - \$200.00

ARTICLE THIRTY

SENIORITY

Section 1

Seniority is defined to mean an accumulated length of continuous service with the Borough. Seniority is computed from the last date of hire. Seniority rights for employees shall prevail.

Section 2

An employee's length of service shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician, or approved leave of absence.

Section 3

Seniority shall be lost and employment terminated if any of the following occur:

- A. Discharge with cause;

- B. Resignation;
- C. Failure to return promptly upon expiration of authorized leave;
- D. Absence for five (5) consecutive working days without leave or notice;
- E. Engaging in any other employment during a period of leave; and
- F. Layoff of two (2) years or more.

Section 4

Whenever an opening shift is available due to termination of or by an employee, the senior man or woman, if qualified in that classification shall have the choice.

Section 5

Once each year, during the month of January, the Borough shall compile and submit to the Union in writing; and then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.

Section 6

After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his probationary period.

Section 7

Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.

ARTICLE THIRTY-ONE

PROBATIONARY PERIOD

Permanent Employees

All employees prior to becoming a permanent employee with the Borough shall serve a probationary period of ninety (90) days.

ARTICLE THIRTY-TWO

LAYOFF AND RECALL

The layoff and recall of employees shall be governed by the rules and regulations of the State of New Jersey Department of Personnel.

ARTICLE THIRTY-THREE

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE THIRTY-FOUR

SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in

violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language might appear.

ARTICLE THIRTY-FIVE

SALARY SCHEDULE

	3% Effective <u>1-1-03</u>	3.75% Effective <u>1-1-04</u>	4% Effective <u>1-1-05</u>
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HOURLY RATES FOR:

Sr. Communications Officers - shall be paid at the rate of \$2.00 more than the Communications Officers with six years of service

Communications Officers with over six years of service	\$ N/A	\$ 14.96	\$ 15.56
Communications Officers with over 3 years of service	\$ 13.91	\$ 14.43	\$ 15.01
Communications Officers in years two and three	\$12.36	\$ 12.82	\$ 13.33
Communications Officers from start through one year of service	\$ 10.82	\$ 11.23	\$ 11.68
Communications Officers Part-time	\$ 10.30	\$ 10.69	\$ 11.12

All monies retroactive to January 1, 2003.

A. Effective January 1, 1995 part-time employees will be kept on a list, and these employees must make themselves available for that shift for which they are scheduled.

B. Notwithstanding the salary schedule set forth above, any Dispatcher hired after January 1, 2003, the effective date of this contract, shall automatically upgrade to the next level of pay on his or her anniversary date of hire, rather than on January 1st of the next calendar year.

C. Full-time Dispatchers working the night shift (12:00 a.m. to 8:00 a.m.) will receive a shift differential of 50¢ per hour after working four (4) hours of night shift employment during the term of this contract.

D. Any full-time Dispatcher who obtains an EMT Certification shall receive a stipend of \$500.00 in the year 2003; \$750.00 in the year 2004 and \$1,000.00 in the year 2005, provided that said Dispatcher is an active member of the Minotola Rescue Squad. This stipend shall be paid in a lump sum to qualified full-time dispatchers during the first pay period of December. Part-time dispatchers with EMT Certification in who are active members of the Minotola Rescue Squad and perform dispatching services of 1200 hours or more per year during a calendar year shall receive a similar stipend of \$500.00 during the first pay period of December, or upon completion of 1200 hours of dispatching services prior to December 31st of each calendar year. For purposes of this paragraph, an active member of the Minotola Rescue Squad is one who meets the requirements of the Rescue Squad's By-Laws.

E. Any basic Public Safety Telecommunicator who obtains certification in 911 and EMD certification shall be reimbursed the cost of the training after one year of service.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Buena, Atlantic County, New Jersey on _____ day of _____, 2004.

BOROUGH OF BUENA
ATLANTIC COUNTY, NEW JERSEY

TEAMSTERS LOCAL UNION 676
