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RESOLUTION #95-19

WHEREAS, it is the desire of the Board of Commissioners to enter into a contract with the Beach Haven Public Works Department for the years 1995, 1996 and 1997; and

WHEREAS, Article 15C refers to a six month incentive program for the Sanitation Division and it is the intent of all parties to include recycling in this Division.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Beach Haven that the Mayor and the Municipal Clerk are hereby authorized to sign the attached contract.

by the Mayor to be a true copy of a
resolution adopted by the Board of Comm
of the Borough of Beach Haven at a
meeting held on

February 14, 1995

Judith S Howard
Judith S Howard, M.C.
Municipal Clerk

Meeting of February 14, 1995

CONTRACT BETWEEN
THE BOROUGH OF BEACH HAVEN
AND THE BLUE COLLAR EMPLOYEES
OF THE BOROUGH REPRESENTED BY
TEAMSTERS LOCAL 97 OF NEW JERSEY
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
1995, 1996, 1997

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A. O. J. H.

PREAMBLE

This agreement, made this 14th day of February 1995 by and between the Borough of Beach Haven, in the County of Ocean, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough", and Teamsters Local 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union" represents the full, complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE 1: RECOGNITION

The Borough recognizes the Union as the exclusive representative, as certified November 29, 1978 by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all blue collar employees in the following titles: mechanic, equipment operator, laborer and truck driver employed by the Borough of Beach Haven, Ocean County, New Jersey, but excluding managerial executives, supervisors, confidential employees, part time personnel, substitute personnel, police personnel, seasonal employees, craft workers, and professional employees within the meaning of the New Jersey Employer/Employee Relations Act of 1974, as amended, and all other employees of the Borough not holding specific titles enumerated above as inclusions in this bargaining unit.

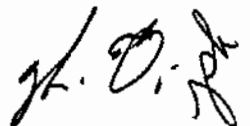
ARTICLE 2: MODIFICATIONS OF THIS AGREEMENT

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and adopted by both parties.

ARTICLE 3: MANAGEMENT RIGHTS

- A. The Borough retains all rights and powers granted to it under applicable statutes and the Constitution of the State of New Jersey, Constitution of the United States, its ordinances, rules and regulations, except as specifically modified herein, to manage the operations of the Borough.
- B. Nothing contained herein shall be construed to deny or restrict the Borough in its rights, responsibilities, and authority under R.S. 11, 40 and 40A, or any other national, state, county or local laws or ordinances.
- C. Without limiting any of the generality of the foregoing, management specifically reserves the right to:
- (1) Hire, promote, transfer, assign, reassign, appoint, reappoint, retain, reduce in force or lay off employees in positions covered by this bargaining unit who are full-time employees of the Borough and for cause to suspend, demote, discharge or take other disciplinary action against such employees;
 - (2) Abolish any such positions for reasons of economy, efficiency, change in the organizational structure of the employer or for any other good cause;
 - (3) Maintain the efficiency of the Borough operations entrusted to the Commissioners;
 - (4) Determine the methods, means and personnel by which all Borough operations are to be conducted;
 - (5) Take whatever actions may be necessary to carry out the mission of the Borough in any situation or emergency;

- (6) Take and prepare any actions that are necessary to effectively carry out the responsibilities of the Borough in its public works, streets, parks, recreational docks and beach programs;
- (7) The rights of the Borough shall include, but not be limited to, the provisions set forth above in this paragraph, and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated;
- (8) All management functions and responsibilities which the Borough has not expressly modified or restricted by a specific provision of this agreement;
- (9) The right to establish and administer policies and procedures related to personnel matters, Borough activities, training, operational functions, performance of services, and maintenance of the facilities and equipment of the Borough.
- (10) To reprimand, suspend, discharge or otherwise discipline employees;
- (11) To make or change Borough rules, regulations, policies and practices consistent with the specific terms and provisions of this agreement;
- (12) It is understood by all parties that under the rulings of the Courts of New Jersey, the Borough is forbidden to waive any rights or powers granted to it by law.
- (13) And otherwise to generally manage the affairs of the Borough, attain and maintain full operation efficiency and productivity and to direct the work force.

A handwritten signature in black ink, appearing to read "H. D. [unclear]", is located in the bottom right corner of the page.

- D. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough shall only be limited by the language of this clause.
- E. 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 Governing Body on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Borough under State statutes or any of its authorized managerial executives or supervisory personnel.
- F. All of the terms and conditions of employment not specifically set forth herein are reserved hereby by the Borough as its management prerogatives and rights.

ARTICLE 4: WORK CONTINUITY

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. The Union covenants and agrees that during the term of this agreement neither the Union, nor any member of the bargaining unit, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walk-out or other job action against the Borough.

- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow down or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with this order.

- D. In the event of a strike, slow down, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Union member shall entitle the Borough to take appropriate disciplinary action, including possible discharge, in accordance with applicable law.

- E. 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 in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE 5: WORK PERFORMANCE

- A. All employees covered by this agreement will be expected to perform all duties as assigned by their supervisors. Subject, to Civil Service Rules and Regulations, this shall include, but not be limited to, the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through Borough work rules, personnel regulations or other regulations.

ARTICLE 6: FULLY-BARGAINED AGREEMENT

- A. The parties agree that they have negotiated on all matters that were or could have been negotiable and that any matter that was not dropped or not brought up during the duration of these negotiations is not a matter covered by this agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this agreement.

ARTICLE 7: SEVERABILITY CLAUSE

- A. If any court of competent jurisdiction or the legislature declares any Article or Section of an Article of this agreement to be null and void, that Article or Section of an Article so declared null and void shall be invalid, but all other Articles of this Agreement shall remain in full force and effect.

ARTICLE 8: WORK RULES

- A. The Borough and its supervisors will promulgate work rules to be followed by all of the employees covered by this agreement. These work rules may be reviewed and revised, if necessary, on an annual basis. Each employee covered by this agreement will receive a copy of the work rules at the commencement of each work year.
- B. Fifteen (15) days in advance of the issuance of any work rules or revisions or amendments to existing work rules, the employees in the Department and the bargaining agent will receive a copy of the new work rules and any revisions, amendments or corrections. Final adoption and implementation of all work rules is at the discretion of the Borough.

ARTICLE 9: PERFORMANCE EVALUATION

- A. The Borough reserves the right to conduct the performance evaluations of all personnel covered by this agreement. Each employee will receive a copy of his/her performance evaluation.

ARTICLE 10: UNION RIGHTS

- A. Accredited representatives of the Union may be permitted to enter Borough facilities at reasonable hours for the purpose of administering the collective bargaining agreement. If a Union representative wishes to enter Borough facilities, the representative will request permission from the appropriate Borough designated representative. The Borough representative will have the right to permit or deny permission to the representative of the Union. Such permission from the appropriate Borough representative will not be unreasonably withheld, provided there shall be no interference with the normal operations of the Borough government or the normal duties of employees. Under no circumstances, if the Union representatives are permitted to enter Borough facilities, will the activities of these Union representatives interrupt the normal operations of the Borough, normal duties of the employees or the work flow and process of the Borough.
- B. The Union shall have use of one-half of the bulletin board by the time clock in the Borough garage for use for Local 97 business only.
- C. The Union has the right to appoint one steward and one alternate for the administration of this agreement. The Union must furnish the Borough with the name of the steward and the alternate, and, within one (1) day of any change in the status of that steward or alternate, with the name of the new steward and alternate.

- D. The Union members are eligible for free beach buggy permits and boat ramp passes.

ARTICLE 11: GRIEVANCE PROCEDURE

- A. Definition: The term "grievance", as used herein, means any controversy arising over the interpretation or adherence to the terms of this agreement that may be raised by an individual unit member or the Union.

- B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to allegations which may arise regarding violations of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

- C. Time limits of the Grievance Procedure: The time limits indicated at each level of the grievance procedure shall be considered as maximums. If, at any time the Union, a representative of the Union or the grievant violates the time limits or the procedures stated in this agreement, the grievance shall be considered null and void and settled in favor of the Borough. If at any time the Borough violates the time limits of this agreement, the grievance shall be considered advanced to the next step of the procedure.

- D. Steps of the Grievance Procedure:
 - 1. The following procedure constitutes the sole and exclusive method of solving grievances between the parties covered by this agreement and shall be followed in its entirety, unless a specific step is waived in writing by mutual agreement between the parties.

 - 2. Step One: An aggrieved employee shall discuss his grievance with the Union steward and the appropriate

supervisor within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the aggrieved employee, the Union steward and the appropriate supervisor. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance on behalf of the individual and the Union.

3. Step Two: In the event that a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee, and one (1) copy shall be given to the immediate supervisor, within five (5) working days following the decision of the immediate supervisor. This supervisor shall submit his/her written response to the grievance within five (5) working days of receipt of the written appeal.
4. Step Three: If the Union is not satisfied with the supervisor's response, the Union may appeal the decision within five (5) working days of receipt of the supervisor's response, to the Commissioners of the Borough. The Commissioners will review the grievance and submit a written response to the Union within ten (10) working days of receipt of the appeal.
5. Step Four: If the Union does not accept the decision of the Commissioners, they must appeal the decision within five (5) working days of receipt of the Commissioners' written response to the Union.
6. Step Five: Advisory Fact Finding--
 - a. If a grievance is not settled under this Article, such grievances shall, at the request of the Union or the Borough, be referred to the Public Employment Relations Commission for the selection of an Advisory Fact Finder, according to its rules.

- b. The Advisory Fact Finder shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him by those involved in the grievance. The Advisory Fact Finder shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto.
- c. The costs of the services and expenses of the Advisory Fact Finder shall be borne equally between the Borough and the Union. Any other expenses incurred, including but not limited to the presentations of witnesses, shall be paid by the party incurring same.
- d. The Advisory Fact Finder shall set forth his findings and facts and reasons for making the Advisory Fact Finding Award, within thirty (30) calendar days after conclusion of the Advisory Fact Finding hearing, unless agreed to otherwise by the parties. The Award of the Advisory Fact Finder shall be advisory to the parties.

7. General Provisions:

- a. Grievances shall be processed promptly and expeditiously.
- b. Formal grievances and appeals shall be filed in writing.
- c. Communications and decisions concerning formal grievances shall be in writing.

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- d. A grievant shall be permitted a representative at all levels of the procedure.
- e. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Commissioners.
- f. Forms for grievance processing shall be developed between the parties and shall be mutually agreed by the parties and distributed on an as needed basis by either party.
- g. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE 12: JURY DUTY

- A. The Borough agrees that if any employee is legally selected for jury duty, every effort will be made to enable such employee to serve as a juror. The employee shall continue to be paid his/her regular rate of pay during the time served as a juror, less any juror stipend received by the employee.

ARTICLE 13: PRODUCTIVITY

- A. The parties agree that during the term of this agreement, the Union and members of the bargaining unit will cooperate with the Borough in any productivity programs initiated by the Borough. The Borough has the right to develop productivity programs and to implement those programs during the term of this agreement. Any employee who refuses to cooperate with productivity programs or refuses to assist in the implementation of productivity programs shall be subject to disciplinary procedures of the Borough.

ARTICLE 14: DUES DEDUCTION AND AGENCY FEES

- A. Upon receiving the written voluntary authorization and assignment of an employee covered by this agreement (in the form agreed upon between the Borough and the Union and consistent with applicable law), the Borough agrees to deduct from the first pay of each month membership dues, in such amounts as shall be fixed, pursuant to the by-laws and constitution of the Union, during the full term of this agreement and any extension or renewal thereof. The Borough shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.
- B. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change.
- C. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Borough Clerk/Administrator, or his/her designee. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough.
- D. The Borough will notify the Secretary/Treasurer of the Union within thirty (30) days of hire of all employees, their address, birth date, classification, rate of pay, and social security number, and of all removals of employees from the Borough's payroll.
- E. Any permanent employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, and any new permanent

employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with 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 Borough 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 the provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

- F. The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Union and the Borough, whichever is the shorter period.

ARTICLE 15: WORK HOURS

- A. All employees covered by this bargaining unit, regardless of department of assignment or job classification, will work eight hours per day and forty hours per week, unless otherwise specified below.
- B. Employees who are assigned to perform any duties in the

Public Works Department will perform those duties on a regular shift of eight (8) hours duration. The normal starting time shall be 7:00 a.m. and quitting time 3:00 p.m., but may be varied for seasonal operations, or in emergencies. Employees will be paid from 7:00 a.m. to 3:00 p.m., including a 30 minute lunch break. The normal work week for each employee shall consist of forty (40) hours on five days from Monday to Friday, inclusive.

C. Employees who are assigned to perform any duties in the Sanitation Division will perform those duties on a regular shift of eight hours duration between October 15 and April 15 of each year. During the period from April 15 until October 15 of each year, departmental schedules may be revised as follows:

1. The regular work week will change from a Monday to Friday schedule to a six day schedule so that any day may be a regular work day, depending upon the individual involved. Saturday will not constitute an overtime day during the above stated calendar period.
2. During the period from April 15 to October 15, when an employee has completed all sanitation assignments, including pick-up on each individually assigned sanitation route, the employee may be excused from his/her duties, provided that the appropriate supervisor has determined that all sanitation duties have been completed. If an employee concludes work before the end of the eight hour day, the employee will be paid for the complete eight hour day. However, overtime assignments in such instances will only be based on the forty hour work week. If an employee is called back to work to complete work that should have been completed during the employee's regular shift and the employee has ended work earlier

than the scheduled completion time of his/her regular eight hour tour of duty, then the employee will not be compensated for any work on an overtime basis until a total of forty hours actually worked has elapsed. If an employee is called back to work, to work on an assignment other than the normal assignment the employee would have completed during his/her regular tour of duty on that day, then the employee will be compensated at time and one-half for a minimum of two hours because of the call-back order.

- D. All employees will receive a scheduled twenty minute break during the first four hours of their shift, and that scheduled break shall occur between 9:00 a.m. and 9:20 a.m. No other breaks shall be permitted once this break has been taken.
- E. All employees will receive a scheduled five minute wash-up time before lunch and a second scheduled five minute wash-up time before the close of the work day.
- F. All overtime must be approved and authorized by a supervisor or managerial executive prior to its commencement. No overtime will be paid unless it is properly authorized.
- G. All overtime will be paid at the rate of time and one-half for each hour actually worked over eight hours in the day, or forty hours in the week. If work is required to be performed on a Sunday, all such work shall be performed at the double time rate. All work performed at the direction of a supervisor after fifteen (15) consecutive hours in any work day shall be compensated for at double time, based on the employee's base hour of compensation. Overtime will be scheduled based on seniority.
- H. If overtime is performed between October 1 and May 31, employees shall have the election of being paid at the time

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and one-half rate or accumulating compensatory time at the time and one-half rate for each hour actually worked. Any overtime worked between June 1 and September 30 of any calendar year shall be compensated for at the time and one-half rate or accumulated compensatory time at the time and one-half rate for each hour actually worked, at the discretion of the Commissioner. Such overtime pay shall be optional to the employee. The employer, however, reserves the right to restrict overtime consistent with budgetary constraints. Any accumulated compensatory time may be carried into the next succeeding calendar year. Any compensatory time not utilized during the succeeding calendar year is lost.

- I. Routing, scheduling and manning decisions related to this article are protected management rights covered by the Management Rights clause of this agreement.
- J. Should additional personnel be needed for overtime in the Public Works Department, Water Department employees will be eligible.
- K. Any employee taking off accumulated overtime must take a minimum of three (3) hours off.

ARTICLE 16: CALL-IN PAY

- A. An employee who is called in to work by authorized supervisors outside his/her regular hours, in emergency situations, shall be entitled to call-in pay as follows:
 - 1. The employee called in shall be guaranteed a minimum of two (2) hours at a rate of time and one-half.
 - 2. However, the call-in guarantee above shall not apply if the hours are worked prior to or immediately following an employee's regular work hours. In

addition, this call-in guarantee shall not apply to scheduled overtime, such as meetings of public bodies, Boards of Commissioners, seasonal work, or any case where regular overtime provisions of this contract shall be applicable.

ARTICLE 17: HOLIDAYS AND HOLIDAY PAY

A. The parties agree that the existing 14 holidays as enumerated below shall continue in full force and effect during the term of this agreement. The holidays observed under this agreement shall be:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln' Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans' Day
12. Thanksgiving Day
13. Friday immediately following Thanksgiving Day
14. Christmas Day

B. If a holiday falls on a weekend, the Borough will schedule the holiday during a work day.

C. If an employee is required to work on a holiday, the employee shall be paid his/her regular day's pay plus one additional day's pay. However, if an employee is required to work only part of a holiday, the employee will be paid on

the basis of the actual hours worked on the holiday, and the employee will receive additional hours pay exactly commensurate with the hours the employee has actually worked on a holiday. For example, if an employee works 2 1/2 (two and one-half) hours on a holiday, the employee will be paid 5 (five) hours pay.

ARTICLE 18: EMPLOYEE CLOTHING ALLOWANCE

- A. The yearly employee clothing allowance for all employees covered by this agreement shall be five hundred seventy five dollars (\$575.00). Employees required to wear rain gear will be issued Borough rain gear which shall be plainly designated as Borough rain gear. It will be maintained in Borough facilities and not taken home or used at any time for personal use. The rain gear will be maintained in serviceable condition at the discretion of the employee's supervisor. The employee will have the responsibility of maintaining work clothes and rain gear in a clean and serviceable condition. The clothing allowance shall be paid at the time of the employee's second paycheck in January.

ARTICLE 19: SPECIAL LICENSES

The Borough of Beach Haven will reimburse employees covered by this agreement for the cost of any special licenses, other than the normal driver's licenses, obtained in order to perform assigned tasks.

ARTICLE 20: VACATIONS

- A. Vacation time for full-time personnel covered by this agreement shall be granted in accordance with the following schedule:

1. During the first twelve (12) months of service, one-half (1/2) of one (1) working day of vacation for each month of service.
 2. After one (1) year and up to seven (7) years of service, inclusive, twelve (12) working days of vacation per year.
 3. After eight (8) years of service, thirteen (13) working days of vacation per year, effective January 1, 1994.
 4. After nine (9) years of service, fourteen (14) working days of vacation per year, effective January 1, 1994.
 5. After ten (10) years and up to twenty (20) years of service, inclusive, fifteen (15) working days of vacation per year.
 6. After more than twenty (20) years of service, twenty (20) working days of vacation per year.
- B. No vacation time may be taken during the three month probationary period immediately following full time employment or during any calendar year between June 1 and September 30.
- C. All vacations will be selected on the basis of position and then seniority.
- D. Any accumulated vacation time or leave time may be carried into the next succeeding calendar year. Any accumulated vacation time or leave time not utilized in the next succeeding calendar year is lost.
- E. All vacations are subject to the approval of the appropriate Commissioner and will be scheduled so as not to unreasonably

interfere with the operations of the department to which the employee is assigned. However, such approval may not be unreasonably withheld.

- F. An employee who has resigned or who has otherwise separated from employment in good standing shall be entitled to the vacation allowance pro rated on the basis of the number of months worked in the calendar year in which the separation becomes effective.
- G. If an employee leaves the employ of the Municipality before the end of the calendar year, having already taken a vacation allowance for the year, he or she will be charged with the unearned part of such vacation, which will be deducted from that employee's final paycheck.
- H. Whenever a permanent employee dies, having to his/her credit any unused vacation leave, his/her estate shall be compensated for the unused days based upon his/her salary rate at the time of death.

ARTICLE 21: BEREAVEMENT LEAVE

- A. Any employee covered by this agreement may be eligible for bereavement leave. Bereavement leave may be granted for a period up to three (3) days in the event of the death of members of the immediate family. The immediate family shall be defined as mother, father, spouse, child, brother, sister, grandparents and parents-in-law of the employee. The employee has a responsibility to notify his/her immediate supervisor that a death has occurred, so that the supervisor may take necessary action.

ARTICLE 22: HOSPITALIZATION

- A. All full-time employees covered by this agreement, after serving a waiting period of two (2) months, are eligible to enroll in the New Jersey State Health Benefits program, during the next regular enrollment period, which provides Blue Cross/ Blue Shield and major medical insurance coverage for the employee, his/her spouse, and unmarried children under twenty-three (23) years of age, who live with the employee on a regular parent-child relationship.
- B. The benefits described above will be provided at the expense of the Borough of Beach Haven to all eligible full-time employees.
- C. Part-time, temporary or seasonal employees are ineligible to participate or receive any benefits in the New Jersey State Health Benefits program.
- D. In the event of an accident involving a municipal employee which results in personal injury or property damage, that employee must report the accident to his/her immediate supervisor within one (1) hour after the accident occurs.
- E. If during the work day any employee suffers damage to his/her eyeglasses, the Borough, upon investigation of the request, will determine whether or not the eyeglasses were damaged, in performance of regular duties and, if the eyeglasses were damaged in the performance of regular duties, the Borough, at its option, may repair or replace the eyeglasses through the services of an optometrist selected by the Borough.
- F. If, during the workday, any employee suffers damages to his eyeglasses while being worn, or suffers any eye injury, the Borough will pay for the eye examination.

- G. The Borough will provide for payments for Blue Cross/Blue Shield for prospective retirees with twenty five (25) years consecutive service, in accordance with the same plan offered to the PBA in their contract.
- H. The Borough reserves the right to change insurance carriers as long as the new carrier provides similar benefits and there is no decrease in benefits because of the change in carrier.
- I. For any new eligible employees (hired after this agreement is affirmed), the benefits as presently described will be provided at the expense of the Borough of Beach Haven at the present rate as of the date of the signing of the 1995, 1996, 1997 contract. Any further increases in the rate to the Borough will be split 80%/20% between the Borough and the new employee respectively.
Example: If the basic cost now is \$1,000.00 per year and cost is increased \$100.00. Borough will still pay the \$1,000.00 but member will pay \$20.00 of the \$100.00, Borough will pay a total of \$1080.00.

ARTICLE 23: DISABILITY INSURANCE

The Borough agrees that, effective January 1, 1993, employees covered by this agreement will be covered under the New Jersey State Disability Plan.

ARTICLE 24: SALARY

The following salary modifications are to be effective as of the dates indicated for all employees covered under this contract:

- January 1, 1995 - 5% increase in base pay
- January 1, 1996 - 5% increase in base pay
- January 1, 1997 - 5% increase in base pay

All employee paychecks shall be placed in envelopes for distribution to employees.

Employees shall be paid bi-weekly on Fridays.

ARTICLE 25: DENTAL PLAN

The employees covered by this agreement shall also be enrolled in the dental plan as provided to the PBA.

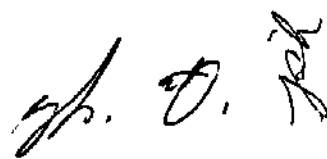
ARTICLE 26: PERSONAL LEAVE

Employees under this agreement may receive up to five (5) work days per year with full pay for personal leave. Employees applying for personal leave should inform their supervisor at least forty-eight (48) hours in advance of their request for personal leave. Personal leave requests may be denied by the supervisor or Commissioner at their discretion if, in the view of the Commissioner, a personal leave request will in any way hamper the performance of the work of the department.

ARTICLE 27: LONGEVITY PAY

Each employee represented by this contract shall be paid in addition to, and together with their annual base salary, additional compensation based on the length of his/her service, as fixed and determined by the following schedule:

YEARS OF SERVICE	PAYMENT OF ANNUAL BASE SALARY
3	3%
Each additional year	1%
Maximum	9%



- A. A salaried employee shall begin receiving longevity pay on the first pay period of January of his/her fourth year of continuous service to the Borough of Beach Haven.
- B. If the employee's hiring date falls between January 1 and July 1 inclusive, the employee will be credited with a full year toward longevity. If the employee's hiring date falls after July 1, the employee's first calendar year of service will not be counted toward longevity.

ARTICLE 28: SICK LEAVE - VERIFICATION

- A. All employees who are sick for up to four (4) continuous days may be required to obtain a doctor's certificate, which certificate shall be paid for by the Borough. Should the employee exceed four (4) sick days, the employee shall, at his/her own expense, provide the Borough with a doctor's certificate as a result of his/her absence.

ARTICLE 29: UNUSED SICK LEAVE

An employee is eligible to be paid at the end of the year for a maximum of five (5) unused sick days; the balance of any unused sick days will be carried over.

ARTICLE 30: EYEGLOSS PRESCRIPTION PLAN

The Borough will provide group vision care through Vision Service Plan (VSP), Plan C, \$10.00 deductible for the employee plus dependents.

ARTICLE 31: SCHOOLING

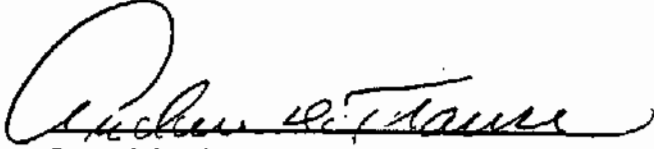
Permission to attend any job-related course must be received from the Commissioner of Public Works before registration. Upon approval of the Public Works Commissioner, the Borough will pay for such course; however, should the employee fail the course, the employee shall reimburse the Borough for the full amount of the course. Employee is responsible for submitting proof to the Commissioner of Public Works that the course was passed.

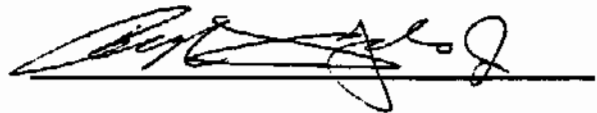
ARTICLE 32: TERM AND TERMINATION

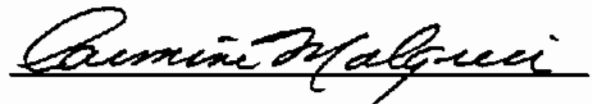
This agreement will become effective at 12:01 AM on January 1, 1995 and will remain in effect until 12:01 AM on January 1, 1998, unless extended by the mutual agreement of the parties.

ATTEST:

TEAMSTERS LOCAL 97 OF NJ



President

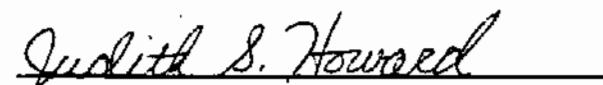


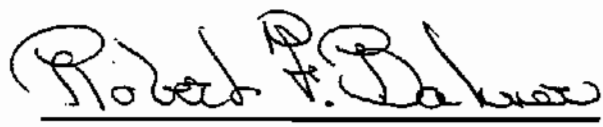




FOR THE BOROUGH:


Richard Crosta,
Supt. of Public Works


Judith S. Howard,
Borough Clerk


Robert F. Bahner
Commissioner, Public Works