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**AGREEMENT**

between

**BOROUGH OF BRADLEY BEACH**

and

**UNITED FOOD & COMMERCIAL WORKERS UNION  
(UFCWU) LOCAL 56, AFL-CIO**

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January 1, 1995 through December 31, 1996

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PREAMBLE

A. This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between the BOROUGH OF BRADLEY BEACH in the County of Monmouth (hereafter called the "Employer") and the UNITED FOOD & COMMERCIAL WORKERS UNION (UFCWU) LOCAL 56, AFL-CIO's duly appointed representative (hereafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Employer recognizes the Union as the sole and exclusive majority representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for the following titles:

**Included:** All non-supervisory blue collar employees and white collar employees employed by the Employer.

**Excluded:** All managerial executives, seasonal employees, confidential employees, supervisory employees within the meaning of the Act, professional employees, police employees (not dispatchers), and all other employees employed by the Employer, including the Borough Clerk, Court Administrator, Secretary to the Borough Clerk and Superintendent of the Department of Public Works.

ARTICLE I  
MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Employer and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

2. To make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees.

4. To hire all employees, whether permanent, temporary or seasonal; to promote, transfer, assign or retain employees.

5. To set rates of pay for temporary or seasonal employees.

6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Employer from contracting out any work.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

9. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority

under R.S. 40A:1-1, et seq. or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

## ARTICLE II

### MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on 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 performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges;
2. Such activity shall be deemed grounds for termination of the employee or employees.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and 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 circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer 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 of the Union by its members.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to the employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. 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: The Union shall institute written action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to

settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance. Failure to act in writing within said five (5) calendar days by the grievant shall be deemed to constitute an abandonment of the grievance.

Step Two: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Mayor and/or his designee within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and/or his designee shall respond in writing to the grievance within thirty (30) calendar days of the submission. Such decision shall be final and binding upon the parties.

E. Upon prior notice and authorization of the Department Head, the designated Union representative shall be permitted to

confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of the employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the 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 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 proceeding with the grievance at any step in the grievance procedure.

ARTICLE IV

SALARIES/LONGEVITY

A. Employees shall receive longevity pursuant to the following schedule:

One to the completion of four years of employment, zero (0) percent of base salary.

Five to the completion of eight years of employment, four (4) percent of base salary.

Nine to the completion of twelve years of employment, six (6) percent of base salary.

Thirteen to the completion of sixteen years of employment, eight (8) percent of base salary.

Seventeen to the completion of twenty years of employment, ten (10) percent of base salary.

Completion of twenty-one years of employment, twelve (12) percent of base salary.

B. Effective January 1, 1994, clerical employees shall again work a thirty-five (35) hour work week.

C. January 1, 1995                      5.0%

January 1, 1996                      5.0%

D. All employees in the Public Works department shall be classified as CDL Operator/Laborers and/or mechanic. The starting pay rate shall be \$22,000. The Employer in its sole prerogative reserves the right to give the employee a higher starting salary to reflect previous work experience.

E. All employees in the Public Works Department shall be classified as CDL/laborer and/or mechanic and all other titles or positions are eliminated. The Borough shall pay each public works employee hired before January 1, 1994, the lump sum of \$800 prior to Christmas 1995 and \$800 lump sum prior to Christmas 1996 as an adjustment and in consideration for the elimination of all job classifications other than CDL/laborer and/or mechanic. These \$800 lump sum payments shall be added to the employees base pay rate and computed towards base pay and longevity. These \$800 payments shall cease in 1996.

F. Dispatchers shall receive a lump sum payment of \$250 prior to Christmas 1995 and \$350 prior to Christmas 1996 as compensation for their working nights as a night differential.

G. Both Public Works employees and Dispatchers shall receive an increase in their clothing allowance of \$75 per year for 1995 and for 1996. This increase is in addition to their present maintenance allowance and shall be paid in accordance to the present policy.

H. Dispatchers can continue to receive holiday pay for the 13 recognized Holidays or at their option they can elect to be paid for 6 1/2 days and receive 6 1/2 days off.

## ARTICLE V

### OVERTIME

A. Overtime shall be paid for all work performed in excess of forty (40) hours per week at the rate of one and one-half (1-1/2) times the computed hourly rate. Hours of work shall be as defined under the FLSA. Overtime shall be paid for all work performed in excess of eight hours per work day. Full-time employees shall not be paid overtime until said employees shall have worked the hours specified above.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report and certified by the Department Head.

C. Overtime shall be computed and payment made on the following basis:

1. Fifteen (15) minutes or less -  
No pay.
2. Sixteen (16) through thirty (30) minutes -  
one-half (1/2) hour of pay.
3. Thirty-one (31) through sixty (60) minutes -  
one (1) hour of pay.
4. Time cards shall be used to determine actual  
time worked.

D. Working hours and daily schedules of employees will be arranged to fit the needs of the Employer. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Employer

demand such work. In administering the requirement to work overtime, the Employer will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

E. The Employer reserves the right to assign extra duty based upon reverse seniority.

## ARTICLE VI

### VACATIONS

A. Regular full-time employees shall receive vacation credits of one (1) working day for each month of service up to ten (10) full years, and one-half (1/2) working day extra for each year after the completion of ten (10) full years of service up to a maximum of 22 (twenty-two) working days. Part-time and temporary employees shall not receive vacation credits. All vacations shall be taken during the current year, and vacation time shall not be accumulated except with the permission of the Department Head. Vacation schedules shall be approved by the Department Head.

B. Employees will not be allowed to carry over accumulated vacation days into the next calendar year without the written consent of the Department Head.

C. Any employee who is on a leave of absence (i.e., injury leave, workers compensation, or unpaid leave) shall have his vacation leave for the year prorated for the time absent.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head.

E. If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled pending approval of the Department Head.

F. Carry-over of vacation approval must be given by Council majority. Carry-over caps shall be five (5) days - one week.

## ARTICLE VII

### SICK LEAVE

A. Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position.

2. Is quarantined by a physician because the employee has been exposed to a contagious disease.

3. Has need to visit a medical professional during municipal business hours. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may normally be scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.

A day, for purposes of sick leave, shall be equal to the normal number of hours worked by the employee.

#### B. Eligibility

Part-time employees shall not be eligible for sick leave.

#### C. Amount of Leave

Each full-time employee who is eligible for sick leave shall receive fourteen (14) days per calendar year earned on a monthly basis (1.667 days per month). No sick leave shall be taken during

the first three (3) months of employment. Employees may accumulate up to a 24-day limit. Any unused sick time above 30 days will be banked for use by the employee in the event of an extended illness. To use banked sick time, it must be recommended by the Personnel Committee and then approved by the Council on a case-by-case basis.

D. Reporting

Employees shall notify their Department Head as early as possible, but not later than two (2) hours prior to the start of the shift.

The employee reporting on sick leave shall notify the Department Head of:

1. The nature of the illness;
2. The telephone number where the employee may be contacted during sick leave; and
3. The expected duration of sick leave, if known.

The supervisor shall record this information on the appropriate sick leave form.

Failure to notify the Department Head may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An employee who is absent and fails to notify the Department Head could be subject to progressive discipline up to and including discharge.

E. General

Habitual absenteeism may be cause for discipline up to and including discharge.

During protracted periods of illness or disability of an employee, the Employer may require interim reports on the condition of the patient from the attending physician and/or a Borough medical physician.

The Employer reserves the right, in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor.

When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

1. No employee shall be allowed to work and endanger the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Borough physician for an opinion as to fitness for duty.

2. Sick leave with pay shall not be allowed under the following conditions:

- a. When the employee under medical care fails to carry out the orders of the attending physician.
- b. When, in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions.
- c. When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
- d. When the employee does not report to the Borough physician, as directed.

In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

Once sick leave is exhausted, an employee is classified "unpaid sick" and all other aspects of this sick leave policy remain in effect.

Once sick leave is exhausted, an employee may be eligible to receive state or federal disability payments, including Social Security. Any employee applying for disability benefits is required to furnish proof of application to the Employer along with proof of receipt or denial of such benefits.

F. Sick Leave Confinement Restriction

If an employee is absent for reasons that entitle the employee to sick leave or the employee is on workers compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in questions, with the following exceptions:

1. To report for medical attention; doctor's office or hospital.
2. To engage in the exercise of his/her right to vote or attend religious services.
3. If an emergency necessitates his/her absence.
4. The Department Head may telephone the employee who has reported off on sick leave or is on workers compensation leave at his/her place of confinement during the scheduled workday(s).

G. Sick Leave Incentive Plan

All employees who have taken less than two (2) sick days leave in any calendar year shall receive additional vacation days in the ensuing year in accordance with the following schedule:

Zero (0) sick days taken . . . . .	Two additional vacation days
One (1) sick day taken . . . . .	One additional vacation day

Said employee shall receive three (3) extra vacation days for the second year and three (3) extra vacation days for each consecutive, continuous year thereafter if no sick leave is taken in any such year.

H. Sick Leave Payment at Retirement

For retirement purposes, each unused sick day shall be capped at \$75.00 per unused sick day. Employees who presently have less than 15 years of service with the Employer will receive upon their 25-year retirement a cash settlement of \$1500.00 (\$75.00 per day x 20 days). Employees who presently have more than 15 years of service with the Employer will receive upon their 25-year retirement a cash settlement of \$75.00 per day for each day of unused sick time. For comparison, a salary of \$40,000.00 a year equals \$153.85 per day.

All sick bonus days are eliminated.

ARTICLE VIII

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) calendar days.

B. The "immediate family" shall include only spouse, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandmother, grandfather, or relative living with the employee.

C. Reasonable verification of the event may be required by the Employer.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Department Head or his designated representative for time off without pay to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE IX

INSURANCE

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits are provided.

B. The Employer agrees to provide medical insurance benefits provided in 1992. Effective December 1, 1994, or as soon as possible thereafter, employees shall be enrolled in the UFCWU prescription plan at a cost of \$55 per month and the "Employer" plan shall be discontinued. Part-time employees are not entitled to medical insurance.

C. Effective January 1, 1994, all new hires will receive single coverage for health benefits only. The employee shall pay for dental and prescription coverage.

D. The employees listed below will not be enrolled in the UFCWU prescription plan and will remain with the current "Employer" prescription carrier: C.W. Bollinger, as the UFCWU plan does not provide coverage for dependents age 19-23 as so provided through the Employer plan:

1. Mary Ann Solinski
2. Carol Freda
3. Joyce M. Wilkins
4. Jesse Orsino

E. The Borough agrees to pay for the UFCWU prescription plan which includes vision coverage for 1995 and to pay for the 1996 increase in rate for this plan up to the sum of \$63 per person per month for 1996.

ARTICLE X

HOLIDAYS

A. Definition - Holidays may include those days established annually by resolution of the Borough Council and may include recognized national, state or local holidays.

B. Number of Holidays - There shall be twelve (12) days per year as per 3.2.2(b) of the Borough Ordinances. The current floating holiday is changed to the day after Thanksgiving for 1995. In addition, there shall be one additional personal holiday for 1995 bringing the total holidays for 1995 to 13 days. For 1996, the floating holiday will be changed to Martin Luther King's Birthday. The total number of holidays for 1996 will be 13 days.

C. Any employee who is on leave of absence (i.e. injury leave, workers compensation or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence (i.e., injury leave, workers compensation, or other unpaid leave).

## ARTICLE XI

### WORK-INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Department Head.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

C. If an employee becomes injured while at work, he shall promptly obtain first aid or medical attention if needed. He shall then report to his Department Head, who shall determine if the injury or disability was sustained in the proper performance of duty and make a full report to the Department Head. Unless the injury is very minor, the Department Head shall file a workers compensation claim and report the injury to the employee's retirement system so that his right to insurance and possible disability retirement is protected.

D. When an employee is injured in the line of duty, the Employer shall provide the employee with a leave of absence for up to three (3) months with take-home pay equal to that which would be provided to the employee if the employee continued working at regular pay without overtime, holiday, or other pay. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

E. If an employee fails to return to work for full-time employment within six (6) months of a work-related injury, he/she may be terminated from employment.

## ARTICLE XII

### MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee shall be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up

to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

## ARTICLE XIII

### LEAVE OF ABSENCE WITHOUT PAY

A. Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his/her Department Head, who will append his recommendations and forward the request to the Borough Clerk. The Employer will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Employer. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable.

#### B. Maternity Leave

Each pregnant employee shall receive a seven (7) week period using up sick and vacation time; if that is not sufficient, the employee will not be paid.

ARTICLE XIV

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political or union affiliation.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XV

PROBATIONARY PERIOD

All employees hired or promoted during the term of this Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Employer reserves the right to demote a probationary employee for any reason. An employee if demoted shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head for a period of forty-five (45) days with notification being given to the Union and the employee.

ARTICLE XVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XVII

### PERSONAL DAYS

A. Employees covered under this Agreement shall be allowed three (3) days of personal business leave annually with the approval of the Department Head. The form for requesting such leave shall contain a list of possible reasons for which such leave may be taken, as follows:

1. Religious ceremony involving child or grandchild.
2. Marriage of a member of the employee's immediate household.
3. Graduation of a child, spouse or self.
4. House closing.
5. Religious holiday.
6. Birth of a child to spouse or to a child of an employee.
7. Comprehensive examination for a degree.
8. Visitation of a college to which an employee or child of the employee is contemplating attending.
9. Emergency, such as fire, flood, robbery, at home.
10. Other, for which a specific reason must be given and which shall be subject to approval at the sole discretion of the Department Head.

B. A personal business day application, except in cases of emergency, shall be made at least five (5) working days prior to the personal day to be taken.

C. The employee making his application for personal business leave must indicate which of the aforementioned reasons the day is being taken.

D. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purposes of recreation.

E. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day.

ARTICLE XVIII

OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Employer. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Employer. However, the employee recognizes his primary employment responsibility to the Employer and will therefore be available, immediately following tours of duty, upon reasonable notice by the Employer, if he is called back to perform service on an emergency basis at hours other than during his normal tour of duty. Employees will advise the Department Head of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency. Such outside employment is subject to the issuance of a work permit in the sole discretion of the Department Head. Such request shall not be unreasonably denied.

ARTICLE XIX

JURY DUTY

A. An employee who is required to serve as a grand or petit juror shall be paid his/her regular rate of pay by the Employer. Any compensation the employee receives as a juror shall be returned to the Employer.

B. Procedure

An employee who is summoned for service as a grand or petit juror shall immediately provide his/her Department Head with a copy of the summons so that arrangements may be made to cover his/her assignments.

C. If the employee is released prior to 3:00 p.m. from jury duty, he/she shall return to work.

ARTICLE XX

SHOP STEWARD

A. The Union shall notify the Employer in writing as to the names of the Chief Steward and the Alternate Chief. No more than one (1) Chief Steward and one (1) Alternate Chief are to be designated by the Union. In addition, the Union will designate one (1) Department Steward who will represent all Departments in the Union.

B. The Department Steward shall be permitted to visit with employees during working hours at their work stations for the purpose of investigating grievance matters by obtaining prior permission from the Department Head of the Department. Such permission will be granted as long as the work of the Department is not impaired.

C. The Steward shall not give orders to employees nor countermand orders of supervisory personnel.

ARTICLE XXI

CHECK-OFF

A. If authorized voluntarily in writing to the proper disbursing officer of the Employer, an employee subject to this Agreement, who is a member of the Union, may indicate his desire to have deductions made from his compensation for the purpose of paying usual, customary and uniform dues to the Union.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the Employer, during the month following the filing of such card with the Employer but no later than thirty (30) days after commencement of employment.

C. The Union agrees to furnish the Employer with a copy of its "demand and return system" which must be established and maintained by the Union in accordance with the law.

D. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken in making deductions and remitting same to the Union pursuant to this Article.

E. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer. Deduction authorization cannot again be effected for a period of three (3) months.

ARTICLE XXII

SENIORITY, LAYOFFS AND RECALL

A. Employees shall be laid off in the order of least total employment seniority provided however, that the more senior employee must be capable and qualified to perform the available work. Seniority shall be defined as an employees's total length of continuous full time service with the Employer, beginning with the last date of hire.

B. Notice of re-employment to an employee who has been laid off shall be made by Certified Mail to the last known address of such employee.

C. Each employee is required to notify the Employer of any change of address and/or telephone number within two (2) working days of said change.

D. Employees shall retain recall rights for a period of one (1) year from the date of layoff. Upon notice of recall, employees shall, within 36 hours, make arrangements with the Employer for their return to work. Employees shall be required to return to work within ten (10) days from the notice of recall.

ARTICLE XXIII

FULLY-BARGAINED PROVISION

A. The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

B. 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 of the parties at the time they negotiated or signed this Agreement.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, express or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement.

It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in any agreement.

D. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

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

ARTICLE XXIV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1995 and remain in effect to and including December 31, 1996 without any reopening date. This Agreement shall continue in full 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 later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Bradley Beach, New Jersey, on this <sup>25<sup>th</sup></sup> day of April, 1995.

UNITED FOOD & COMMERCIAL WORKERS      BOROUGH OF BRADLEY BEACH

Stephen G. Schuder  
Charles G. Zupley  
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Stephen G. Higgins  
Michael J. Shannon  
Richard T. Bianchi Jr.  
Joseph M. Wilkin  
Anthony J. Montecino