

AGREEMENT
BETWEEN
CITY OF BRIGANTINE
ATLANTIC COUNTY, NEW JERSEY
AND
TEAMSTERS LOCAL UNION NO. 331

January 1, 2004 through December 31, 2007

Table of Contents

AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____, 2004, by and between CITY OF BRIGANTINE, IN THE County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called "City", and Teamsters Local Union No. 331, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the City and the Union.

WHEREAS, the parties hereto desire to establish the hours of labor, rates of pay and other negotiable terms and conditions of employment under which the employee's classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties providing for more harmonious cooperation and mutual benefits.

NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of the Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

ARTICLE 1

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 123, Law of 1974 of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and the employees; to prescribe the rights and duties of the City and employees; to provide for the resolution of legitimate grievances, all in order that the Public Service shall be expedited and effectuated in the best interest of the people of the City of Brigantine, the City and its employees.

ARTICLE 2

RECOGNITION

A. The City recognizes the Union as the exclusive bargaining representative for all “blue collar” employees employed by the City of Brigantine, excluding all “white collar” employees, professional employees, Policemen, Crossing Guards, Firemen, Officials, Heads and Deputy Heads of Departments and Agencies, members of Boards and Commissions, managerial executives, and all supervisors having the power to hire, discharge, discipline, evaluate employees, promote or effectively recommend same.

B. 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.

C. Part time and seasonal workers shall be excluded from the bargaining unit. A seasonal worker is one who is employed on a temporary basis during the period between May 1st through September 30th. Seasonal workers will not operate any equipment or drive any vehicles which require a Commercial Driver’s License (CDL).

ARTICLE 3

MANAGEMENT RIGHTS

A. The City of Brigantine 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 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) The Executive Management and Administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
- (2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, 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. Employees shall be given two weeks notice of a permanent change of departments except in the event of an emergency.
- (3) The right of Management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employee is recognized.
- (4) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment and to promote and transfer employees.
- (5) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

(6) The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of the 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.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other National, State, County or local laws or regulations.

ARTICLE 4

NON-DISCRIMINATION

A. The City and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation. The City and Union further agree that all provisions of this agreement shall apply equally to all employees.

B. The City and the Union agree that all members covered under this 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 City or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

ARTICLE 5

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 in its behalf will cause or authorize, 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 employee's duties of employment), work stoppage, slow-down, walk out or other illegal job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned of supporting any such activity by any other employee or group of employees of the City and that the Union will publicly disavow such 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.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law in equity for injunction or damages, or both, in the event of such breach of the Union or its members.

D. The City agrees that it will not engage in the lock out of any of its employees.

ARTICLE 6

GRIEVANCE PROCEDURE

- A. 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 employment under this Agreement.
- B. Preliminary Informal Procedure: An employee may orally present and discuss a grievance with their immediate supervisor on an informal basis in the presence of a steward.
- C. The Union steward may raise any grievance or dispute informally with the supervisor in an endeavor to reach a satisfactory solution.
- D. The term "grievance" as used herein means an appeal by the Union steward or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.
- E. With respect to any grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step 1 herein.
- F. 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 1: If no solution can be reached in Sections B or C, the steward or the Union shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred or knowledge

thereof and an earnest effort shall be made to settle the difference between aggrieved employee and the head of their department for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step 2: If no agreement can be reached orally with ten (10) working days of the initial discussion with the head of their department, the steward of the Union may present the grievance in writing with five (5) working days to the City Manager. The within grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this contract violated and the remedy requested by the grievant. The City Manager will have a hearing on the within grievance and will answer the grievance in writing within ten (10) working days after the hearing has been closed.

Step 3: If the grievance is not settled through Steps 1 and 2, the Union may, at its discretion, submit the grievance to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation within fifteen (15) working days of receipt of the written decision of the City Manager. The cost for the services of the arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- G. The parties direct the arbitrator to decide as a preliminary question whether they had jurisdiction to hear and decide the matter in dispute.
- H. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to them involved in the grievance. The arbitrator 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. The decision of the arbitrator shall be final and binding.
- I. Upon prior notice to and authorization of the City Manager or their designated representative, in his absence, the designated Union representatives shall be permitted as members of the grievance committee to confer with employees and the City on specific

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

J. 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 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. Nothing herein shall prevent the parties from mutual agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 7

DUES DEDUCTION AND AGENCY SHOP

A. The City 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 Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

(1) A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the City Treasurer during the month following the filing of such card with the City.

(2) If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorization 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 of the Union advising of such changed deduction.

(3) The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

(4) Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal to the City Clerk. 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.

B. The City agrees to deduct the fair share from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

(1) The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written

notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

(2) The fair share of fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union less the cost of the benefits financed through the dues and available only to members of the Union but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues, fees and assessments.

(3) The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

(4) Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

(5) The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

C. The Union shall indemnify, defend and save the City 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 City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union and this Agreement has been executed by the City after it has satisfied itself that the Union is a proper majority representative.

ARTICLE 8

EMPLOYEE REPRESENTATION

- A. The Union must notify the City as to the names of stewards and an accredited representative. No more than one (1) steward and alternate is to be designated for each facility.
- B. Agents of the Union who are not employees of the employer or who are employees of the employer, shall be permitted to visit job sites and work locations after first notifying the employer in their offices for the purpose of discussing Union matters as long as such visitations do not interfere with the general operations of the employer. The Union shall furnish the names of all such agents to the employer upon the specific written request of the employer.
- C. The steward and accredited employee representatives shall be permitted to visit with employees during working hours at their work stations for the purposes of discussing union representation matters by obtaining permission from the Department Head.
- D. Members of the negotiating committee shall be permitted to attend negotiating sessions without loss of pay.

ARTICLE 9

PERSONNEL FILES

- A. The City shall establish personnel files or confidential records which shall be maintained by the City Personnel Officer under the direction of the City Manager.
- B. Upon prior notice to and authorization of the City Manager or his designated representative, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.
- C. The City shall not insert any adverse material into any file of the employee unless the employee has had an opportunity to review, sign and receive a copy of and comment in writing upon the adverse material unless the employee waives this right.
- D. The Union, Business Agent or their representative shall have the right to examine time sheets and other relevant records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute upon reasonable notice, provided such records are not confidential; if so, the Union must obtain the employee's approval to do so.

ARTICLE 10

DISCHARGE AND SUSPENSION

A. No permanent employee who has completed the ninety (90) day probationary period shall be discharged, suspended or otherwise disciplined without just cause. With respect to suspension and discharge, the City will notify the steward within two (2) working days of the discharge or suspension and shall have a meeting within five (5) days thereafter at the Union's request. Failure to provide notice on time shall not invalidate the discipline.

B. A grievance by an employee claiming that they have been unjustly discharged or suspended must be submitted to the City in writing within ten (10) working days of the disciplinary action; otherwise, the same will be considered to have been made for just cause.

C. Disciplinary warnings, if in writing, will be issued to the employee and a copy given to the steward and mailed to the Union. All warnings shall include the reason for the warning. No grievance disputing the warning will be considered unless it is submitted in writing within ten days of its issuance.

D. The Union may grieve and obtain binding arbitration under the provisions of this Agreement as to whether an employee has been discharged, suspended or otherwise disciplined for just cause.

ARTICLE 11

WORK WEEK

- A. The basic work week shall consist of forty (40) hours per week. The basic work day shall consist of eight (8) hours per day excluding a one half(1/2) hour lunch period. The normal starting time shall be 7:30 a.m. and the quitting time 4:00 p.m.
- B. The parties agree that they shall discuss changes in the basic work week or work day and the City will give two weeks notice to the employees and the Union prior to the implementation of any changes.
- C. In the event that the City chooses to have any employees covered by this agreement work a basic work week that includes Saturdays and/or Sundays, the City will assign qualified personnel on the basis of seniority, giving senior qualified employees first option to take or refuse the weekend assignment. In the event that no qualified employee volunteers for a weekend assignment, then the City will assign the least senior qualified employee.
- D. During the summer season, the City may utilize seasonal employees to work on weekends to perform tasks that do not require a commercial driver's license. Seasonal workers shall not work in excess of forty (40) hours per week unless all regular employees have refused an overtime assignment.
- E. Employees covered by this Agreement shall be entitled to one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. Such breaks shall be non-cumulative
- F. On pay day, employees shall receive their pay checks at the end of their work shift. The check shall not be cashed prior to 3:00 p.m. on that day except as permitted by the City Manager.

ARTICLE 12

OVERTIME

- A. All holidays when worked shall be paid at the overtime rate in addition to the employee's regular day's pay.
- B. All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime.
- C. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate provided said recall duty is not contiguous with the employee's normal shift. The City shall have the right to retain the employee on duty for the minimum time period. If the City does not retain the employee on duty, all callouts within the same two (2) hour period shall count as one. Callouts that occur after the first two hours have elapsed shall be counted separately.
- D. At the option of the employee with the prior approval of the Superintendent of Public Works, an employee may take his accrued overtime as compensatory time to be scheduled by the Department Head. At the option of the City, an employee may take compensatory time between July 1 and Labor Day. Compensatory time will be straight hourly time and not the overtime rate except for hours in excess of forty (40) earned in any work week which shall be at the time and one half rate.
- E. All overtime shall be compensated at one and one-half (1 ½) times the employee's regular established hourly rate except for the Sunday work which shall be compensated at twice the employee's established hourly rate except when said Sunday work is part of the employee's regular work week. Payment for all overtime shall be made in the employee's regular bi-weekly paycheck.
- F. All time worked on the sixth scheduled day will be paid at 1 ½ times regular hourly rate. Time worked on seventh scheduled day will be paid at two (2) times the regular hourly rate.

- G. Employees terminating their employment with the City or having their employment terminated by the City shall be entitled to be paid for all overtime work accrued.
- H. Overtime shall be distributed as equitably as possible so long as the employee is available and has the ability to perform the overtime work.
- I. The opportunity for scheduled overtime shall be given on a rotating basis. An overtime "wheel" shall be developed by the Superintendent in consultation with the steward who shall be notified as promptly as reasonably possible whenever overtime is turned down by an employee.
- J. In the event that subcontractors are utilized for snow plowing, overtime shall be offered to all employees (excluding custodians) subject to the availability of working equipment. There shall be two men assigned in each truck, while plowing or sanding during the snow event. Cleanup operations after a snow event will not require two men in the truck.
- K. City agrees to pay any employee who is required to carry a pager after regular work hours, two and a half (2 ½) hours pay for each day that he is required to carry such beeper. The employee must call within five (5) minutes and respond on site within twenty (20) minutes.
- L. City agrees to pay any employee who is required to carry a pager on a weekend three (3) hours pay for each day that he is required to carry such pager. The employee must call within five (5) minutes and respond on site within twenty (20) minutes.
- M. When the City requires an employee to work overtime at the end of the employee's regularly scheduled day shift, the employee will be notified by 1:00 p.m. of that day, except when the need for overtime is caused by unforeseen circumstances, and then notice shall be made as soon as practicable.

Foreman shall receive a premium of One Thousand Nine Hundred, Fifty Dollars (\$1,950) above the top step for Laborer-Operator-Driver and Senior Foreman shall receive a premium of Two Thousand, Six Hundred Dollars (\$2,600) above the top step for Laborer-Operator-Driver. Employees assigned as Mechanics shall receive a premium of \$1,000 above their corresponding step in the scale for Labor/Operator/Driver.

B. All employees' based salaries are as listed above. An employee's annual salary equals an employee's base salary plus longevity. An employee's hourly rate is computed by dividing the employee's annual salary by 2,080. An employee's daily rate of pay shall be computed by dividing his/her bi-weekly salary by 10.

C. Employees who obtain special licenses (pesticide applicator, sewer or water) shall receive a premium (not included in the employee's hourly rates for overtime purposes) of Five Hundred Dollars (\$500) per calendar year provided their certification/license is in good standing on the dates specified hereafter. One properly certified "Right to Know Officer" selected by and at the discretion of the City to perform in this role shall receive a stipend of \$500. This premium of Five Hundred Dollars (\$500) shall be paid the first pay in April.

ARTICLE 13

SALARIES

A. The annual base salaries to be paid to the following employees who were employed by the City shall be as follows:

	<u>Effective</u> <u>1/1/04</u>	<u>Effective</u> <u>1/1/05</u>	<u>Effective</u> <u>1/1/06</u>	<u>Effective</u> <u>1/1/07</u>
<u>Laborer/Custodian</u>				
Year of Employment				
First	\$24,570	\$24,570	\$24,570	\$24,570
Second	\$26,915	\$27,992	\$29,111	\$30,276
Third	\$29,260	\$30,431	\$31,648	\$32,914
Fourth	\$31,606	\$32,870	\$34,185	\$35,552
Fifth	\$33,951	\$35,309	\$36,721	\$38,190
Sixth and Up	\$36,296	\$37,748	\$39,258	\$40,828

	<u>Effective</u> <u>1/1/04</u>	<u>Effective</u> <u>1/1/05</u>	<u>Effective</u> <u>1/1/06</u>	<u>Effective</u> <u>1/1/07</u>
<u>Laborer – Operator</u> <u>– Driver</u>				
Year of Employment				
First	\$33,280	\$33,280	\$33,280	\$33,280
Second	\$35,417	\$36,834	\$38,307	\$39,840
Third	\$37,554	\$39,057	\$40,619	\$42,244
Fourth	\$39,692	\$41,279	\$42,930	\$44,648
Fifth	\$41,829	\$43,502	\$45,242	\$47,052
Sixth	\$43,966	\$45,725	\$47,554	\$49,456
Seventh and Up	\$46,104	\$47,948	\$49,866	\$51,861

ARTICLE 14

LONGEVITY

A. The City shall pay longevity in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Five (5) years of service	2%
Ten (10) years of service	4%
Fifteen (15) years of service	6%
Twenty (20) years of service	8%
Twenty-Five (25) years of service	10%

A. Longevity shall be computed from the employee's date of appointment and calculated and becomes effective on the employee's anniversary date.

B. Employees hired subsequent to January 1, 1996 shall not be entitled to longevity pay.

ARTICLE 15

HOLIDAYS

A. The following holidays with pay shall be observed:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Primary Election Day
Day After Thanksgiving	Special Election Day
Labor Day	

B. Special Election Day is interpreted as any Election Day that the local polling place are open for National, State or local elections.

ARTICLE 16

VACATIONS

A. 1. All employees during their first calendar year of employment shall accrue vacation leave on a pro-rata monthly basis based upon sixteen (16) vacation days per year. This accrued time will be available to be taken as vacation time during the following calendar year of employment.

2. During their second calendar year of employment and thereafter, all employees shall accrue vacation leave on a pro rata monthly basis based upon the number of vacation days specified below. The accrued time will be available to be taken as vacation time during the following calendar year of employment.

<u>Years of Service</u>	
<u>Completed in Calendar Year</u>	<u>Vacation Days</u>
1 Year	16 Working Days
2 Years	16 Working Days
3 Years	16 Working Days
4 Years	16 Working Days
5 Years	16 Working Days
6 Years	21 Working Days
7 Years	21 Working Days
8 Years	21 Working Days
9 Years	21 Working Days
10 Years	21 Working Days
11 Years	23 Working Days
12 Years	23 Working Days
13 Years	23 Working Days
14 Years	23 Working Days
15 Years	23 Working Days

16 Years

26 Working Days

25 Years and Above

28 Working Days

Example: Vacation will be pro rated for the first year employee was hired. For example, an employee hired in July 1999 would earn eight (8) days to be taken in the year 2000. Thereafter, vacation will be based upon years of service as specified above.

- B. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum of actual vacation days to which they are entitled. Days that they are normally scheduled off or that are holidays that fall during the vacation period of at least five (5) days shall not be computed as part of the vacation days.
- C. The vacation period shall be from January 1 to December 31.
- D. Employees who terminate their employment with the City shall only be entitled to pay for those vacation days actually earned up to their terminating date and proportionate thereto.
- E. Employees who are called back to work while on vacation shall be compensated at twice the employee's normal rate of pay.
- F. The Director/Superintendent or his designee shall approve vacation time on a departmental basis and shall coordinate vacation approvals with the Steward. Vacation may be taken in half day increments. Employees in a particular a department who submit vacation request by February 16th shall be granted vacation based on their employment seniority subject to the City's ability to spare employees during the requested period.. Employees who submit vacation requests after February 16 shall be granted vacation on a first come, first served basis to the extent that the City can spare employees during the requested period. Employees may change their approved vacation periods, provided that they submit such request for a change at least thirty (30) days prior to the date that the vacation was to commence.

ARTICLE 17

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness or accident. Sick leave may also be used for short periods because of attendance of the employee upon a member of their immediate family who is seriously ill.

B. The term "immediate family" is hereby defined to include the following: spouse, child, grandparent, parent, brother, sister or spouse's parent.

C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly but no later than thirty (30) minutes before the employee's usual reporting time. Failure to give such notice may be cause for the denial of the use of sick leave for that absence and may constitute cause for disciplinary action. Absence for five (5) consecutive days without notice shall constitute a resignation on the employee's behalf.

D. All regular full time employees shall accrue sick leave at the rate of one (1) day per month during the first calendar year of employment and one and one quarter (1¼) working days per month in every calendar year of employment thereafter and shall accumulate from year to year.

E. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after either (1) three (3) consecutive days absence whether due to the employee's sickness or while in attendance of a member of the employee's family or (2) ten (10) days absence in any one calendar year whether due to the employee's sickness or while attendance of a member of the employee's family.

F. The Superintendent of Public Works may at any time require proof of illness of an employee on sick leave whenever such a requirement appears reasonable to the Superintendent of Public Works. This paragraph shall be applied on a per occurrence basis.

G. In cases of leave of absence ordered by the “City Health Department” a certificate from the Department of health shall be required before the employee may return to work and time lost will not apply to sick leave time or any loss of pay.

H. At an employee’s option, the City shall reimburse the employee for currently earned sick leave not utilized in the current year at the rate of one third day for each day being repurchased provided that this sick leave buy-back shall not reduce the employee’s bank of accrued sick time below forty (40) days. This repurchase of sick time shall be limited to sick time earned in the calendar year in which the sick time is repurchased by the City. Employees will receive a check for this repurchased sick leave in the last two weeks of December.

ARTICLE 18

TERMINAL LEAVE

A. All employees who retire under the Public Employee Retirement System shall be paid for their unused accumulated sick leave on the basis of one (1) day terminal leave pay for every two (2) accumulated sick days not to exceed Thirty Thousand Dollars (\$30,000) computed upon the employee's base rate of pay at the time of retirement or death.

B. In order for an employee to be eligible for the benefits enumerated in Section A of this Article, the employee must have completed his full twenty (20) years of employment and be eligible for full retirement under the P.E.R.S. At the City's option, an employee may also become eligible for terminal leave benefits enumerated in Section A of this Article if the employee is eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible for disability retirement under the P.E.R.S. or in case of death.

C. An employee terminating his employment for any reason other than retirement under the P.E.R.S. or death shall not be reimbursed for any unused accrued sick leave.

D. Terminal leave shall be paid in one (1) lump sum at the time of retirement.

E. If possible, an employee terminating his employment shall notify the City of his retirement by October 1 of the year before he retires.

ARTICLE 19

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event any employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between regular pay and any compensation, disability or other payments received from other sources provided by the City.

B. Any employee who is injured, whether slight or severe while working, must immediately, or as soon as practically possible, report said injury to the Superintendent of Public Works.

C. It is understood that the employee must file an injury report with the Superintendent of Public Works so that the City may file the appropriate Worker's Compensation Claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work and the City may reasonably require the employee to present such certificate from time to time.

E. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

F. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician who shall then examine the employee. The cost of the third physician shall be borne equally by the City and the

employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The City, at its option, and upon certification by the City appointed physician may extend the injury leave for no more than one (1) additional year. The City appointed physician must certify that the employee is incapable of performing his duties for the additional time period. The City will not exercise the option provided in this Section in a discriminatory fashion.

H. If the City can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the City. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the City to the extent which is provided within this Agreement and any Ordinance in effect governing the City of Brigantine.

ARTICLE 20

DEATH IN FAMILY 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 to exceed four (4) working days.

- B. The term "immediate family" shall include spouse, child, grandparent, parent, brother, sister or spouse's parent, or any other relative living in the employee's household.

- C. The employee shall be granted time off for the day of the Funeral of a spouse's grandparent.

ARTICLE 21

MILITARY LEAVE

A. A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for a period of such service and three months thereafter. In case of service connected illness or wound which prevents him from returning to his employment, such leave shall be extended until three months after recovery but not beyond the expiration of two years after the date of discharge.

B. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his employment and resigned.

C. A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted a leave of absence for such periods of training. Such leave is not considered military leave.

D. An employee with provisional or temporary status who enters upon active duty with the Armed Forces or who, pursuant to the reserve Forces Act of 1955 (Reserve Enlistment Program) either enlists in a reserve component of the Armed Forces of United States or is otherwise required to perform an initial period of active duty for training shall be recorded as having resigned.

E. A permanent employee who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation.

F. A full time temporary or provisional employee who is a member of the National Guard or Naval Militia or of a reserve component of the Armed Forces of the United

States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay or without pay as provided by regulation.

ARTICLE 22

LEAVE WITHOUT PAY TO FILL ELECTIVE OFFICE

A. A permanent employee shall be granted a leave without pay to fill elective public office for the period of the term of such office.

B. Upon expiration of said term, such person shall be entitled to resume his position provided he applies for the same prior to the expiration of the leave and provided he shall return to duty within six years from the commencement of the leave, the employee's name shall be placed on a special re-employment list upon the expiration of such six year period.

C. Any employee granted leave pursuant to this Article shall be continued in any/or all health benefit plans only if the employee elects to retain said coverage and pay the premium for said coverage.

ARTICLE 23

UNIFORMS

- A. Employees shall receive an annual allowance of Eight Hundred Fifty (\$850.) for the purchase of uniforms to be paid in the first pay of April.
- B. Employees must be dressed in uniform at all times and must maintain their uniform in a presentable fashion.
- C. The City agrees to replace worn out or damaged foul weather uniforms on an “as needed” basis.

ARTICLE 24

HOSPITALIZATION INSURANCE

- A. All bargaining unit employees shall continue to receive the present level of hospitalization, surgical, major medical, dental and optical insurance coverage as described in the booklet entitled City of Brigantine Health Care Plan. Employees electing family benefits under this plan shall be required to pay \$5 per pay period towards the costs of such coverage, to be deducted from the employee's pay.
- B. The City agrees to pay the premium for life insurance (\$10,000.00 coverage for each employee, \$500.00 coverage for spouse and children) for all bargaining unit employees.
- C. The City agrees to continue covering all bargaining unit employees within the present prescription plan coverage.
- D. The City agrees to pay the premium for inclusion of all bargaining unit employees in the Teamsters Union Local 331 Legal Fund.
- E. Bargaining unit employees retiring from employment with the City shall have the option of continuing hospitalization, surgical and major medical insurance coverage through the City. Retiring bargaining unit employees shall pay the full premium to the City in which case the City shall then pay the insurance premium. Any other benefits extended to retiring bargaining unit employees by the Union is solely through an agreement between the Union and its members and is in no way the responsibility and/or liability of the City.
- F. Bargaining unit employees shall become eligible for the above insurance coverages on the first of the month following the employee's first two (2) full months of employment.
- G. The City agrees to make a payroll deduction for any employee who authorizes deductions for disability insurance.

ARTICLE 25

SENIORITY

- A. All employees of the City shall be credited with seniority from the first day of employment within the bargaining unit without a break in service which shall be called employment seniority.
- B. All employees shall serve an initial ninety (90) day probationary period. During this probationary period, employees will accrue benefits such as vacation leave, sick leave and personal leave but shall not be entitled to take said time off until the end of the probationary period or any other time period described in this Agreement.
- C. In cases of layoff, the City will make layoffs by seniority, unit wide, with the least senior employee to be laid off first, except that if an employee to be laid off performs duties that the next senior employee can not perform then the more senior employee can be laid off first. Employees will have re-employment rights for a period of 12 months after being laid off and will be called back in reverse order of lay off.

ARTICLE 26

PROMOTIONS AND TRANSFERS

A. The City shall have the right to make promotions based upon criteria established by the City Manager in consultation with the Union.

B. No employee shall be eligible for promotion to the position of Foreman unless he shall have first completed seven (7) years of service.

C. Where two or more employees are deemed equally qualified for promotion, the most senior qualified employee shall be promoted first.

ARTICLE 27

WORKING CONDITIONS

A. When a vehicle or any machinery is found to be unsafe, no employee who is covered by this Agreement shall be disciplined for his/her refusal to operate said unsafe equipment. Any dispute between the employee and the Supervisor as to the safety of the vehicle or machinery shall be resolved by the City Mechanic subject to the grievance procedure.

B. When a review is conducted on an accident that involves any employee covered by this Agreement, the employee in question should be present at the Safety Committee hearing.

C. There shall be two employees from the bargaining unit chosen by the Union on the Safety Committee.

ARTICLE 28

SEPARABILITY AND SAVING

A. 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 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 may appear.

ARTICLE 29

Duration

A. This Agreement shall be in full force and effect as the date of signing and shall remain in effect to and including December 31, 2007 without any re-opening 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 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Brigantine, New Jersey, on the date set forth below by each party.

TEAMSTERS LOCAL NO. 331

CITY OF BRIGANTINE

ATLANTIC COUNTY, NEW JERSEY

By: *[Signature]*

By: *[Signature]*

Date: 3/1/04

Date: 3/8/04