

**RESOLUTION #55-2019**

**MEMORIALIZING A CONTRACT BETWEEN THE BOROUGH OF BEACH HAVEN  
AND THE PUBLIC WORKS DEPARTMENT, TEAMSTERS LOCAL 97 FOR THE  
YEARS 2019 THROUGH 2021**

**WHEREAS**, it is the desire of the Municipal Council to memorialize a contract executed by Borough Manager Richard Crane with the Beach Haven Public Works Department, who are represented by Teamsters Local 97, for a period commencing January 1, 2019 and expiring December 31, 2021.

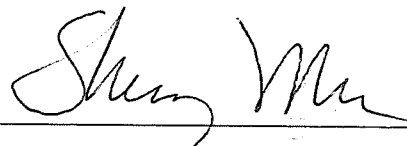
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the Borough of Beach Haven that the negotiated contract is hereby memorialized.

**BE IT FURTHER RESOLVED** that an executed copy of the contact shall be made available for public inspection in the office of the Municipal Clerk during normal work hours.

**CERTIFICATION**

I, Sherry Mason, Municipal Clerk of the Borough of Beach Haven, do hereby certify that the foregoing resolution was duly adopted by the Municipal Council of the Borough of Beach Haven at a public meeting held on the 28<sup>th</sup> day of March, 2019 a quorum being present and voting in the majority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28<sup>th</sup> day of March, 2019.



Sherry Mason, RMC  
Municipal Clerk

APPROVED: \_\_\_\_\_

3/28/2019



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

EFFECTIVE

JANUARY 1, 2019

EXPIRES

DECEMBER 31, 2021

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**PREAMBLE**

This agreement, made this first day of January, 2019 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, 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, and 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 Borough Manager;
- (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, street, 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.

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, walkout 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, as necessary.

B. Five (5) 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 workflow 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 Borough Manager. The Borough Manager 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 Borough Manager, they must appeal the decision within five (5) working days of receipt of the Borough Manager's written response to the Union.
6. Step Five: Arbitration
  - a. If a grievance is not settled at Step 4, such grievance shall at the request of the Union or Borough be referred to PERC for the selection of an Arbitrator according to its rules.
  - b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable federal and state laws and cases, and he 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 Arbitrator shall be borne equally between the Borough and the Union. Any other

expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

d. The Arbitrator shall set forth his finding of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the Arbitrator shall be final and binding on 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.
- 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 Borough Manager.
- 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 that dues shall be deducted in equal installments from each pay period, 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 Manager, 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 (85%) percent 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 workweek for each employee shall consist of forty (40) hours on five days from Monday to Friday, inclusive. Sundays may not be substituted for any other day of the week.

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.

1. During the period from April 15 to October 15, when an employee acting in the capacity of a truck driver has completed all sanitation assignments, including pick-up on each individually assigned sanitation route, the Driver may be excused from his/her duties, provided that the appropriate supervisor has determined that all sanitation duties have been completed. If the Driver concludes work before the end of the eight-hour day, the Driver will be paid for the complete eight-hour day. However, overtime assignments in such instances will only be based on the forty-hour workweek. If the Driver is called back to work to complete work that should have been completed during the Driver's regular shift and the Driver has ended work earlier than the scheduled completion time of his/her regular eight hour tour of duty, then the Driver 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 Driver would have completed during his/her regular tour of duty on that day, then the Driver 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 workday.

All Public Works employees will continue to work thru breaks

and lunch for the purpose of being dismissed early, as per current practice, which will continue until the Union notifies the Borough of any change. The Union will provide the Borough with five (5) days notification of the change.

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 (8) hours in the day or forty (40) hours in the week. All work performed at the direction of a supervisor after fifteen (15) consecutive hours shall be compensated for at double time, based on the employee's base hour of compensation. All scheduled overtime shall begin with the most senior man and work through an established list on a rotating basis. All unscheduled/emergency overtime shall begin with the most senior employee and work through an established rotating list, as long as the employee is qualified to do the work.

Employees assigned to Saturday scheduled overtime shall receive four (4) hours minimum at time and one-half. Employees assigned to Sunday scheduled overtime shall receive four (4) hours minimum at double time. Overtime shall be offered to full-time employees before being offered to part-time and seasonal employees. Effective January 1, 2020, compensatory time can only be used for leave. Compensatory time cannot be converted back to cash payment.

Notwithstanding, Employees may select to be paid for unused compensatory time, which must be paid out completely by the end of each calendar year.

H. If overtime is performed, employees shall have the election of being paid for overtime or accumulating compensatory time, at the discretion of the Borough Manager. 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. Compensatory time in lieu of overtime can be used in fifteen (15) minute increments.

L. In the event the Borough Hall is closed due to a State of Emergency declared by the Governor or a local authority, which results in Borough employees being excused from work, but which requires the attendance of Public Works employees, any Public Works employee working that day shall receive straight compensation commensurate with actual hours worked, in addition to employee's regular pay. Compensation for the additional hours worked will be paid in the next scheduled paycheck unless requested to be converted to compensatory leave time. Converted time will be based on hour for hour for all hours worked. In the event an employee utilizes a sick day, that employee shall not receive any compensatory time and shall provide the Borough with a doctor's note.

#### **ARTICLE 16: CALL-IN PAY**

A. An employee who is called into 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 four (4) hours at a rate of time and one half. Or (4) hours at a rate of double time on Sundays and Holidays

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, Borough Council, 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:

New Year's Day	Labor Day
M.L. King's Birthday	Columbus Day
Lincoln's Birthday	Washington's Birthday
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Friday immediately following Thanksgiving Day	Christmas Day
Independence Day	Day After Christmas

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

C. If an employee is required to work on a holiday, the employee shall be paid his/her regular days pay plus a minimum of

four (4) hours at double time. Any hours beyond the first four (4), the employee will be paid on the basis of the actual hours worked at double time.

**ARTICLE 18: EMPLOYEE CLOTHING ALLOWANCE**

A. Employees shall receive a clothing allowance of \$1,200 (which shall include boot payment). 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.

1. All regular full time employees will wear work shoes or other appropriate footwear as approved by the Township's Risk Manager. The employer will develop a dress code to be followed by employees covered under this agreement; this dress code will be included in the departments work rules.

2. If an employee is hired mid-year, that employee shall receive the full clothing allowance.

**ARTICLE 19: SPECIAL LICENSES**

A. 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.

B. Effective January 1, 2012, all new hires must possess and maintain a CDL unless a medical condition prohibits them from obtaining a CDL.

**ARTICLE 20: VACATIONS**

A. Vacation time for full time personnel covered by this agreement shall be granted in accordance with the following schedule. Employees shall accrue one vacation (1) day per month during the calendar year in which the employee commences employment. Thereafter, employees shall be entitled to the following vacation:

1 year through 5 years	12 days
6 years through 10 years	15 days
More than 10 years	20 days

If the employee's hiring date falls between January 1 and July 1, inclusive, the employee will be credited with one full year toward year of service for calculating the amount of vacation for subsequent years. If the employee's hiring date falls after July 1, the employee's first year of service will not be counted toward years of service for calculating the amount of vacation.

After the first year of employment, Employees who commenced employment on or after May 20, 2010 shall be permitted to sell back up to eighty (80) hours of their annual vacation entitlement. Payment will be made in the second pay period in November. Employee must give notice of intent to sell back vacation days by November 1<sup>st</sup> of each year.

B. No vacation time may be taken during the three-month probationary period immediately following full time employment. No more than five days can be taken between June 1st and September 30th.

C. All vacations will be selected on the basis of position and then seniority. However, after March 31<sup>st</sup>, selection is based

on a first come, first serve basis.

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 supervisor 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 five (5) 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,



grandchildren, parents-in-law, brother/sister-in-law daughter-in-law and son-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.

Day leave is permitted on the day of the burial for uncle, aunt, nephew, niece, or cousin of the first degree.

Employee beneficiary to receive \$10,000 toward cost of burial, if said employee's death occurred while working for the Borough.

#### **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 premiums coverage for the employee, his/her spouse, and unmarried children under twenty-six (26) 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. Employees receiving benefits shall pay the amount required pursuant to P.L. 2011, c. 78, through payroll deduction.

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, Vision and Dental for prospective retirees and their spouses with twenty five (25) years consecutive service.

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. Unit employees will contribute to offset the cost of health insurance according to the schedule(s) set forth in P.L. 2011 C. 78.

**ARTICLE 23: DISCIPLINARY ACTION**

Disciplinary action shall be removed from the employees file after three (3) years of good behavior.

**ARTICLE 24: 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 25: SALARY**

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

January 1 <sup>st</sup> 2019	3% or \$1,600, whichever is greater
January 1 <sup>st</sup> 2020	3%
January 1 <sup>st</sup> 2021	3%

All salary increases, whether in the form of a

percentage or fixed dollar amount, shall be calculated on and applied to an employee's base salary only and excluding stipends, certification pay or any similar extra compensation. Salaries shall be rounded up any salary to next highest dollar.

B. All employees' paychecks shall be placed in envelopes for distribution to employees. Employees shall be paid on Fridays.

C. Employees who change to a higher title or are assigned as the lead person shall receive \$1,000.00 added to their base pay, so long as they continue in the higher title or lead person assignment.

D. With prior written approval of the Manager, the Borough shall pay for certifications/classes related to an employee's job function. Additionally, upon successful completion of the class and obtaining and retaining the certificate, the employee shall receive the following additional annual compensation:

CPWM	\$1,400
ASE (max 8 classes)	\$200/class
Pesticide	\$500
Diesel emission	\$500
Playground Inspector	\$500
Recycling	\$500
Water	
T1	\$1,400
T2	\$1,400
W1	\$1,400
W2	\$1,400
Operator/Maintenance Pumps	\$500
Electrical Diagnosis/Repair	\$500
Welding	\$500

Failure to maintain the aforementioned certificate will result in loss of the aforementioned compensation. Any employee who is receiving a stipend for any aforementioned certification as of January 1, 2019 shall continue to receive that stipend pursuant to this section, but shall not be entitled to additional compensation for the same certification.

**ARTICLE 26: DENTAL PLAN**

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

**ARTICLE 27: PERSONAL LEAVE**

Employees under this agreement shall receive seven (7) workdays per year with full pay for personal leave. Those who commence employment on or after January 1, 2019 shall be entitled to five (5) personal leave days. 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 Borough Manager at their discretion if, in the view of the Borough Manager, a personal leave request will in any way hamper the performance of the work of the department.

**ARTICLE 28: SICK LEAVE**

A. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

B. Sick Leave Verification

All employees who are sick for up to three (3) continuous days may be required to obtain a doctor's certificate, which said certificate shall be paid for by the Borough. Should the employee exceed three (3) 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.

All Employees calling out sick will do so by the start of the workday.

C. Sick Leave Buy Back

An employee is eligible to be paid at the end of the year for a maximum of ten (10) unused sick days. The balance of any unused sick days will be carried over.

To be eligible for sick leave buy back employee must maintain a minimum balance of 40 hours carry over sick leave into the following calendar year.

The sick leave buy back provisions contained herein shall not apply to any employee who commences employment on or after May 20, 2010.

D. Sick Leave Upon Retirement

Upon retirement, the Borough of Beach Haven will pay to such employees supplemental compensation payment computed at a rate of one-half ( $\frac{1}{2}$ ) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave, as defined herein, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement. Payment for earned and unused accumulated sick leave will be based upon a maximum of one hundred eighty (180) days.

E. Employees to receive up to \$20,000 dollars for unused sick days.

**ARTICLE 29: EYEGLOSS PRESCRIPTION PLAN**

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

**ARTICLE 30: SCHOOLING**

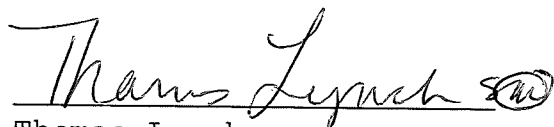
Permission to attend any job related course must be received from the Borough Manager before registration. Upon approval of the Borough Manager, the Borough will pay for such course; however, should the employee fail the course, the employee shall reimburse the Borough for the full amount of the course.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

January 1, 2019 and will remain in effect until 12:01 AM on December 31, 2021, unless extended by the mutual agreement of the parties.

Attest:

For the Borough:

Teamsters Local 97 of NJ



Thomas Lynch  
Councilman



Sherry Mason  
Borough Manager

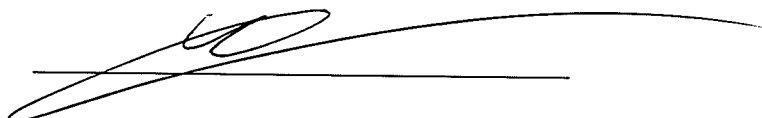


John J. Gerow, President



Patrick Guaschino

Vice President



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