

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**BOROUGH OF DEAL, MONMOUTH COUNTY**

**AND**

**TEAMSTERS LOCAL UNION 701**

**Effective January 1, 2013 through December 31, 2017**

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**PREAMBLE**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, between

**The BOROUGH OF DEAL, MONMOUTH COUNTY, NEW JERSEY**, a municipal

Corporation of the State of New Jersey (hereinafter referred to as the "Borough"), and

**LOCAL NO. 701, a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

(here in after referred to as the "Union"), represents the complete and final understanding

for all negotiable issues between the Borough and the Union for the term of this Agreement.

**ARTICLE I**

**RECOGNITION**

The Borough hereby recognizes the Union pursuant to Public Employment Relations Commission Docket No. RO-99-110 as the exclusive representative for

Collective negotiations for all regularly employed blue-collar employees employed by the Borough of Deal in the following job classifications:

Sanitation Department	Road Department
Beach Department	Mechanics/Assistant Mechanic
Working Foreman	

But excluding all other Borough employees, managerial executives, confidential employees, craft employees, professional employees, casual employees, police employees, firefighters (fire drivers), and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, *N.J.S.A.*

*34:13A-1 et seq.*

If the Borough establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position appropriately should be included in the negotiations unit, it shall notify the Borough in writing and seek an agreement to add that position to the Recognition Article. If the parties cannot reach agreement on the inclusion of a new Position in the negotiations unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission.

## ARTICLE II

### EQUAL TREATMENT

- A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation or sexual orientation.
- B. The Borough and the Union agree that all employees 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 Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## ARTICLE III

### MANAGEMENT RIGHTS

- A. The Borough 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 the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Borough government and its properties and facilities and activities of its employees by utilizing the personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
  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.
  3. The right of management to make 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 Borough after advance notice thereof to the employees.
  4. To suspend, demote, discharge or take any other disciplinary action against any employee for good and just cause according to law.
- B. Nothing contained herein shall be construed to deny or restrict the Borough in the exercise of its rights, responsibilities and authority under N.J.S.A. 40A, or other national, state, county or local laws.

## ARTICLE IV

### UNION RIGHTS

- A. Upon twenty-four (24) hour prior notice to the Borough Administrator, the Union shall have the right to hold meetings to conduct Union business in Borough facilities, either before or after the regular work day. No such meeting shall interfere with efficiency of Borough operations.
- B. The Shop Steward shall have the right to meet with the Borough Administrator while on duty for the adjustment of disputes between the Borough and the Union. Any such meeting shall not interfere with the efficiency of operations.
- C. The Shop Steward shall be furnished with copies of all directives, orders, rules and regulations, and procedures, which are in writing for employees covered by this Agreement. Said copies shall be furnished to the Shop Stewards, Delegate or a designee within one (1) week of their promulgation.
- D. The Union, with the prior approval of the Borough Administrator, shall have the right to use Borough office equipment when such equipment is not otherwise in use. The right to use said equipment shall be limited to Union business. The Union shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- E. The Union shall have the right to use the inter-borough mail facilities, which use shall be limited to Union business.
- F. Whenever any member of the Union is required to appear in any dispute or proceeding involving the Union and the Borough, including negotiations, grievance proceedings or labor/management meetings, he shall suffer no loss in pay.

## ARTICLE V

### MAINTENANCE OF OPERATIONS

- A. The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity. In the event employees engage in any activity prohibited by this section, the Union shall use its best efforts to terminate such activity.
- B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such activity aforementioned or support any such activity by any other employee or group of employees of the Borough, and that the Union will in writing 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's order.
- D. Nothing contained in this Article shall limit the Borough in its remedies for the prohibited activities noted herein, in law or in equity. Such remedies shall include actions in law or in equity for breach of contract and other damages in the event that the Union has authorized or failed in writing to disavow such action.



## ARTICLE VI

### GRIEVANCE PROCEDURE

- A. To provide for the expeditious and mutually satisfactory settlement of grievances arising under this Agreement, the following procedures shall be utilized. For the purposes of this Agreement, the term, "grievance" means any controversy arising over the interpretation, application or alleged violation of the express terms of this Agreement. The grievance shall be in writing and shall be reasonably specific as to the provision of the Agreement alleged to have been violated.
- B. An employee, the Union, group of employees, or the Borough may file a grievance.
- C. The procedure for settlement of grievance shall be as follows
1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to move to the next step of the grievance procedure no later than five (5) working days from the date upon which the Borough's response was due. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a complete waiver of further appeal of the decision.
- 2. STEP ONE:**
- (a) A grievance shall be initiated by presenting it to the Superintendent of Public Works, with a copy to the Borough Manager, within five (5) working days from the date when the cause for grievance occurred. The Superintendent of Public Works shall, within five - (5) working days thereafter, give a written decision on the grievance.

**2. STEP TWO:**

- (a) If no satisfactory resolution of the grievance is reached at STEP ONE, then within five (5) working days of the receipt of the STEP ONE decision, the grievance shall be presented in writing by the employee or the Union and signed by the shop steward and forwarded to the Borough Manager. The Borough Manager or his designee shall render a decision and present it to the grievant and the Union within ten (10) working days after the grievance was first presented to him.

**3. ARBITRATION**

- (a) If no satisfactory resolution of the grievance is reached at STEP TWO, then within ten (10) working days of receipt of the STEP TWO response, the Union may file a Request for Submission of a Panel of Arbitrators with the New Jersey Public Employment Relations Commission ("PERC"). The arbitrator shall be selected pursuant to the rules and regulations of PERC.
- (b) The arbitrator shall have full power and hear and determine the dispute, and his decision shall be final and binding on the parties. The arbitrator shall set forth his findings of fact and reasons for making the award. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
- (c) The cost for service of the arbitrator shall be borne equally between the Borough and the Union.

## ARTICLE VII

### WAGES

A. The following averaged increases shall be made January 1 of each year based upon the employees' current salary. Salary Scale agreement attached as Appendix A-1 thru A-4.

Effective January 1, 2013, the base salaries of all unit members shall be increased by two percent (2.0%), payable retroactive to January 1, 2013.

Effective January 1, 2014, the base salaries of all unit members shall be increased by two percent (2.0%)

Effective January 1, 2015, the base salaries of all unit members shall be increased by two percent (2.0)

Effective January 1, 2016, the base salaries of all unit members shall be increased by two percent (2.0%).

Effective January 1, 2017, the base salaries of all unit members shall be increased by two percent (2.0%).

In addition, the Borough will add a clothing allowance of \$ 325.00 dollars added to each

employee's base salary after the 2% increase in the 2013 salary. The calculated 2013 salary after the 2% increase and the \$325.00 clothing allowance shall be the increased by 2% in future

years.

**Note: Working Foreman's additional allowance is now part of his base pay.**

B. The starting salary shall be \$25,000 for the first year of employment. Upon completion of the first year of employment and at the beginning of the second year the salary shall be increased to \$27,000. Upon completion of the second year of employment and at the beginning of the third year the salary shall be increased to Upon completion of the second year of employment said employee shall receive percentage increases for the corresponding year in accordance with (Article VII Wages A)

ARTICLE VIII

LONGEVITY

A. Employees covered by this Agreement will receive, in addition to base salary, annual longevity payments as follows, effective January 1, 2009:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY</u>
Upon completion of 5 years And up to completion of 10 years:	\$1,500
Upon completion of 10 years And up to completion of 15 years:	\$2,250
Upon completion of 15 years And up to completion of 20 years:	\$2,850
Upon completion of 20 years And thereafter:	\$3,450

## ARTICLE IX

### HOURS OF WORK

- A. The normal weekly work schedule shall consist of five (5) days of eight (8) hours each, which shall not include the lunch period, and shall be arranged by the Borough. The normal workweek for employees will be from Monday through Friday.
- B. Lunch Period:** Lunch period shall consist of thirty (30) minutes, for which the employees shall be paid.
- C. Employees covered by this Agreement shall continue to receive one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.
- D. The eight (8) hour workday referred to in Section A. of this Article shall begin no earlier than 4:00 a.m. and shall end no later than 4:30 p.m. Anything contained herein notwithstanding, in the period from May 15<sup>th</sup> through and including September 15<sup>th</sup> the Borough may schedule employees to work in the Deal Casino for a workday ending no later than 5:30 p.m. The Borough shall provide one week's notice to the employee of any change to his normal work schedule, except in cases of emergency.



**ARTICLE X**

**OVERTIME**

**A. General**

1. The Borough and the Union recognize that the Borough may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately staffed by qualified employees working on an overtime basis.
2. The Borough shall establish the amount of overtime and the schedule for working such overtime and employees shall work such overtime as scheduled unless excused by the Borough.
3. Overtime for Laborers shall be distributed as follows:
  - a. A list of employees holding the title of Laborer shall be prepared by the Superintendent of Public Works and posted on the basis of most senior employee to least senior. This list shall be revised and updated with each change in personnel.
  - b. Overtime opportunities for laborers will be offered first to the most senior employee on the list, regardless of the type or length of overtime involved. The employee may accept or reject the overtime opportunity.
  - c. If rejected, the overtime is offered to the next most senior employee on the list.
  - d. If all employees reject the overtime opportunity, or if there is an insufficient number of volunteers for the overtime opportunity, the Superintendent of Public Works shall return to the least senior employee(s) on the list and direct him/them to work. The employee(s) may not refuse.

4. Overtime for employees in job titles other than Laborer shall be distributed on an as-needed basis, in accordance with past practice, without regard to the provisions of subsection 3 above.

**B. Overtime for employees**

1. Daily overtime will be paid at the rate of time and one-half (1 ½) the hourly rate for all hours worked in excess of (8 ½) hours per day. Saturday, Sunday and paid Holiday overtime shall be paid at time and one-half (1 ½) the hourly rate for all hours worked.
2. Time within the employee's standard weekly work schedule for which s/he receives pay from the Borough for approved absence shall be credited to time worked when computing forty (40) hours at straight hourly pay.
3. An employee who is called back for overtime shall be paid as of the time of his/her arrival at the job site.
4. Overtime shall be calculated in fifteen- (15) minute increments. Employees shall be credited with fifteen- (15) minutes of overtime for every fifteen- (15) minutes, or portion thereof, of overtime worked. If an employee works from one (1) to fifteen- (15) minutes overtime, then he shall be paid for fifteen- (15) minutes of overtime. If an employee works sixteen- (16) to thirty- (30) minutes of overtime, then he shall be paid for thirty- (30) minutes of overtime. If an employee works thirty-one- (31) to forty-five- (45) minutes of overtime, then he shall be paid for forty-five-(45)

minutes of overtime. If an employee works forty-six- (46) to sixty- (60) minutes of overtime, then he shall be paid for sixty- (60) minutes of overtime.

5. Overtime shall be paid in the pay period immediately following the pay period in which it is earned.

**C. Emergency**

**1. Work assignment during designated emergency**

- (a) Whenever an emergency because of Acts-of-God, weather, floods, the Governor of New Jersey, the Monmouth County Freeholders or the Borough Mayor, Manager, Emergency Management Coordinator, Director of Public Works or his/her designee; all Public Works employees must accept all regular and overtime work assignments during that emergency.

2. If an employee works eight (8) or more continuous hours of overtime, he shall be entitled to a \$10.00 meal allowance or a meal provided at the expense of the Borough.

3. If an employee is called back into service and said call back is not continuous in time with the scheduled work day, said employee shall receive a minimum of two (2) hours paid overtime. Should time spent in service exceed the minimum two hours, the employee shall be paid for the actual time worked, as approved by the employee's supervisor.



**ARTICLE XI**  
**HOLIDAYS**

A. The following days are designated as paid holidays by the Borough:

New Year's Day	Martin Luther King's Birthday
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Election Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day
One (1) Floating Holiday	

**Note: The employee must schedule the Floating Holiday seven (7) days in advance.**

**No more than two (2) employees out at a time.**

When a holiday falls on a Sunday, it shall be observed on the following Monday. In the event a holiday falls on a Saturday, it shall be observed on the previous Friday. If an official holiday occurs when an employee is on sick leave or vacation, s/he shall not have that holiday charged against his/her sick leave or vacation.

B. Employees who are required to work on any of the aforementioned holidays shall be paid straight time pay for the holiday as such, plus time and one-half (1 ½) for all time worked which shall be paid as part of the employee's next paycheck.

C. In addition to the holidays noted in Section A. above, employees covered by this Agreement will be entitled to the provisions of this Article for those holidays which are proclaimed by the Mayor and Commissioners for all Borough employees.

**ARTICLE XII**

**VACATION**

A. Full-time employees shall be granted leave with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Working Days Per Year</u>
After 1 year through 4 years service	Ten (10) days
5 years through 9 years service	Fifteen (15) days
10 years through 14 years service	Eighteen (18) days
15 years through 19 years service	Twenty (20) days
20 years or more of service	Twenty-five (25) days

B. 1. Employees shall provide not less than one (1) weeks notice to the Superintendent of Public Works or his/her designee when requesting more than two (2) days of vacation leave.

2. The Superintendent of Public Works may waive these requirements in cases of extreme emergency.

C. An employee who is retiring or who otherwise separates in good standing, having completed not less than five (5) years of service, shall be entitled to the vacation allowance for the current year on a pro-rated basis.

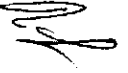
D. When an permanent employee dies, having to his credit any annual vacation leave, there shall be paid to his estate a sum equal to said vacation leave.

- E. Senior employees shall be given preference in the selection of vacation periods providing the needs of the Borough are met. Once junior employees have scheduled vacation, senior employees will not be permitted to bump them.
- F. Employees must complete one (1) year of service to be eligible for vacation.
- G. If vacation leave is not requested or granted, the employee may carry over such accrued but unused vacation leave into the next succeeding calendar year only, and such leave must be taken during that next succeeding year. An employee may not carry over more vacation in any year than the amount to which he is entitled in that year. (For example, an employee who is entitled to 10 vacation days in 1999 may carry no more than 10 days into 2000, to a total of 20 vacation days in 2000.)
- H. Upon retirement or resignation, an employee shall be paid by the Borough for the unused vacation days accumulated in the current year and any unused days carried over from the preceding year pursuant to Section G. above. Said time shall be paid in wages, not subject to pension, at the per diem rate paid during the year of retirement or resignation, multiplied by the number of days to be redeemed.

### ARTICLE XIII

#### SICK LEAVE

- A. Employees shall be granted sick leave with pay in the amount of one (1) working day for every full month of service during the first calendar year of employment, and one and one-quarter (1 ¼) working days for every month of service in every calendar year thereafter. If an employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his or her credit form year to year, and such employee shall be entitled to such accumulated sick leave, with pay, if and when needed. The Borough may extend side leave.
- B. An employee absent on sick leave shall report his absence at least one (1) hour prior to the start of his shift except where emergency circumstances prevent the employee from doing so. In those instances, the employee shall report his absence as soon as possible.
- C. In cases of leaves of absence ordered by the Monmouth County Health Department due to exposure to contagious disease, a certificate from the County Health Department shall be required before the employee may return to work, and time lost will not apply to sick leave or any loss of pay.
- D. An employee who terminates his or her employment with the Borough, or whose employment is terminated by the Borough, shall be entitled to sick leave on a prorated basis for that year.
- E. An employee who retires in accordance with a service retirement provision pursuant to the statutes of the State of New Jersey, or who resigns in good standing, shall be eligible to receive a



payment for his accumulated sick leave in cash at one-half (1/2) his per diem rate of pay at retirement, provided that no employee shall be eligible to receive payment for more than one hundred (100) such accumulated days.

F. When a permanent employee dies, his estate shall be paid for his accumulated sick leave in cash pursuant to the provisions of section E. of this Article.

#### ARTICLE XIV

#### HEALTH INSURANCE

- A. The Borough agrees to continue to provide all employees with the present health insurance coverage. Effective January 1, 2013 all employees will be required to pay the minimum contribution toward Chapter 78,P.L. 2011 for the duration of this agreement.
- B. The Borough may pay all or a portion of the health insurance premiums for retirees consistent with the terms of N.J.S.A. 40A: 10-23 and other applicable provisions of law. Notwithstanding the foregoing, the Borough shall pay all health insurance premiums for retirees who retire with 25 or more years of service with the Borough. This provision shall not apply to any employee hired after January 1, 2010.
- C. The Borough agrees to contribute up to a maximum of \$37.28 plus the cost of orthodontic maximum coverage per month per employee towards the premium for dental insurance coverage for the employee and spouse, said coverage to be the Delta Dental Advantage Plus Premier Program or the equivalent.
- D. The Borough shall have the right to change insurance carriers so long as the



Union is given sixty (60) calendar days notice of the change, and so long as extremely similar or substantially equivalent benefits are provided.

- E. Employees hired after January 1, 2010, shall be eligible for health insurance coverage paid for by the Borough for the employee and spouse only. After two (2) years of service the Borough shall pay the health insurance for the employee, spouse and dependent children. All employees employed on January 1, 2010 shall be entitled to health care coverage for the employees, spouse and dependent children, paid for by the Borough.
- F. After ninety (90) calendar days of employment, new employees shall receive health and dental coverage as set forth in the Article.
- G. In case of an employee who is separated from Borough service by reason of death after having been employed by the Borough for at least 20 years, the Borough shall pay for the cost of medical insurance for the employee's spouse and eligible children for a period of 18 months from the date of separation. For an employee with less than 20 years of service, the Borough shall pay for the cost of medical insurance as provided hereunder for a period of three (3) months.

**ARTICLE XV**

**JURY DUTY**

- A. Jury duty leave with pay shall be granted to a permanent employee who is summoned to jury duty or as a witness on behalf of the Borough. Any payment other than for expense reimbursement shall be turned over to the Borough.

**ARTICLE XVI**

**MILITARY LEAVE**

- A. All employees covered by this Agreement shall receive military leave in accordance with applicable United States and New Jersey statutes.

**ARTICLE XVII**

**BEREAVEMENT LEAVE**

- A. In the event of the death of an employee's parent, spouse, child, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law or any relative listed in Section B. who resided in the employee's household at the time of death, the employee shall be granted five (5) days off without loss of pay, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.
- B. In the event of the death of an employee's uncle, aunt, nephew, niece, brother-in-law or sister-in-law, grandmother-in-law or grandfather-in-law, the employee shall be granted three (3) days off without loss of pay, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.
- C. Exceptions to this rule may be made at the sole discretion of the Director of Public Works where the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted.

**ARTICLE XVIII**

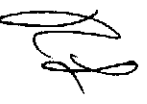
**PROBATIONARY PERIOD**

- A. An employee shall be considered as a probationary employee during his first six (6) months of employment.
- B. A probationary employee may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Borough. Such action shall not be subject to challenge, by either the employee or the Union, under the grievance procedure or any other hearing procedure.
- C. If a probationary employee quits or is discharged before completing his probationary period, he shall not be entitled to any earned vacation time.
- D. New employees will receive the clothing entitlement provided to permanent employees within thirty (30) days of his/her 90<sup>th</sup> day of work.
- E. The Borough shall notify the employee at least five (5) days before the conclusion of his/her probationary period if he/she is being retained.

**ARTICLE XIX**

**SENIORITY**

- A. Seniority is defined for the purposes of this Agreement as the length of continuous service with the Borough from the date of last hire.
- B. Seniority will be utilized in determining lay-offs and recalls provided the employee has the ability to perform the remaining work. The right of recall shall cease upon the rejection of a bona fide offer of re-employment or the passage of twelve (12) months, whichever occurs first.





ARTICLE XX

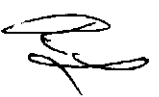
BULLETIN BOARDS

- A. The Union shall have the right, at its expense, to place a bulletin board in the employee locker room to be used for the posting of notices concerning meetings, Union business and related matters only.
- B. Only authorized material, by the signature of the shop steward or his designee, shall be permitted to be placed on said bulletin board.
- C. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article after prior notice to and discussions with the shop steward or his designee.
- D. All negotiations unit promotional opportunities and vacancies will be posted on the aforementioned bulletin board. Negotiations unit personnel may apply for such promotional opportunities and vacancies.

ARTICLE XXI

INJURY LEAVE

- A. Whenever an employee covered under this Agreement is incapacitated from duty because of physical injury sustained in the performance of his duty, he shall receive payment through the Borough's workers' compensation insurance carrier. The Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the



- Borough, retroactive to the day upon which the employee first becomes eligible to receive such compensation, disability or other payments.
- B. An employee who is injured while working shall be required to file an injury report with the Superintendent of Public Works before the end of the employee's shift, or, if that is not medically possible, as soon thereafter as possible. Failure to report an injury shall subject the employee to disciplinary action. This paragraph shall not apply where the employee is unaware of the injury or where, as a result of said injury, the employee is physically unable to provide the Borough with notice as provided herein.
- C. The provisions herein recited in the event of physical injury to an employee shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said employee is not permitted or is unable by reason of certification of a Borough physician to perform such duties as shall be directed by the Director of Public Works, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said employee.
- D. An employee may not engage in any outside employment while on Injury Leave.
- E. Before an employee may return to work, an employee must submit a certificate from a physician authorizing said return.

## ARTICLE XXII

### DUES CHECK-OFF

The Borough, in compliance with Chapter 233, P.L. 1969 (*N.J.S.A. 52:14-1.9e*) agrees to the following conditions:

- A. After an employee has been employed by the Borough for thirty (30) days, an

- Upon receipt of a duly signed authorization from such employee, the Borough shall deduct from the pay periods of each month, membership dues (and initiation fees where applicable), 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 changes to the Secretary-Treasurer of the Union. Dues shall be remitted to the Secretary-Treasurer of the Union by the 15<sup>th</sup> of the following month after such deductions are made.
- B. The Union shall certify to the Borough, in writing, the current amount of its monthly membership dues (and initiation fees where applicable). Any change in the rate of membership dues shall be certified in writing by the Secretary-Treasurer of the Union or his designee and furnished to the Borough before the effective date of such change.
- C. No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.
- D. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, losses or expenses in any matter resulting from action taken by the Borough at the request of the Union under this Article, or otherwise in reliance upon the salary deduction authorization cards submitted by the Union to the Borough.
- E. The Borough will notify the Secretary-Treasurer of the Union, monthly, of the hiring of employees into positions in the negotiations unit represented by the Union, their addresses, birth dates, classifications, rates of pay, and social security numbers. The Borough will

similarly notify the Secretary-Treasurer of the Union of all employees in the negotiations unit who are terminated from the Borough's payroll.

## ARTICLE XXIII

### REPRESENTATION FEE

#### A. Representation Fee

- a. Any employee of the Borough covered under the provisions of this Agreement who does not become a member of the Union during any membership year (*i.e.*, January 1 to the following December 31), shall be required to pay a representation fee to the Union for that membership year in lieu of dues for services rendered by the Union in accordance with the provisions of Chapter 477, Public Laws of 1979.
- b. The representation fee to be paid to the Union by non-members covered under the provisions of this Agreement shall be 85% of the amount of regular membership dues, initiation fees and assessments charged by the Union of its own members for that membership year less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its own members.
- c. If the obligation to pay a representation fee pursuant to Section 1 above does not commence at the beginning of a membership year, the amount of said representation fee shall be pro-rated with respect to those dues, fees and assessments that are normally pro-rated for members of the Union.

#### B. Procedure

1. Notification: The Union will submit to the Borough a list of those employees who have not become members of the Union for the then current membership year. The Borough

will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. **Payroll Deduction Schedule:** The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten (10) days after receipt of the aforesaid list by the Borough; or (b) thirty (30) days after the employee begins his employment in a negotiations unit position.

3. **Mechanics of Deduction and Transmission of Fees:** Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. **Changes:** The Union will notify the Borough in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough receives said notice.

5. **New Employees:** On or before the last of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the Union a list of all employees who began their employment in a negotiations unit position during the preceding thirty (30) day period. The list will include names, job titles, and beginning dates of employment for all such employees.

6. **Termination of Employment:** If an employee who is required to pay a representation fee terminates his employment with the Borough, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee covering the employee's period of employment on a pro rata basis.
7. **Seasonal Employees:** Persons hired on a seasonal basis (120 calendar days or less) shall not be subject to payment of a representation fees. However, if a seasonal employee becomes a regular employee (employed more than 120 calendar days), the Borough will notify the Union pursuant to paragraph 5 of this Section and the provisions of this Article shall become applicable. Any seasonal employee that works more than 120 calendar days in any 365 day calendar year shall be required to pay initiation fees .
8. **Probationary Employees:** Individuals hired prior to signing of this Agreement shall not be subject to the payment of dues, initiation fees and/or representation fees until they become permanent employees.
- C. **Indemnification:** The Union shall indemnify, defend, and hold the Borough harmless against any and all claims, demands, suits, and other forms of liability, including liability for legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the Borough in conformance with the provisions of this Article. If is furthermore expressly understood that the representation fee provisions set forth above shall not be effective unless and until the Union shall have notified the Borough in writing that it has adopted a Demand Return System which fully complies with applicable statutory provisions.

**ARTICLE XXIV**

**DISCIPLINE AND DISCHARGE**

- A. The Borough retains its rights and responsibilities to discharge, suspend or discipline any employee for just cause.
- B. Employees who are discharged or suspended shall be notified in writing of such action and the reason therefore. The Borough shall provide the Union with copies of disciplinary charges and other notices relating to disciplinary action against unit members within five working days of the date of the imposition of such discipline.
- C. Employees who are discharged shall be paid in full for all wages due them by the Borough, including earned vacation pay, by the next pay period following the date of discharge, provided all Borough uniforms, equipment or other items issued have been returned in satisfactory condition.
- D. An employee who has been discharged, suspended or otherwise disciplined may appeal such action in accordance with Article IV, Grievance Procedure.

**ARTICLE XXV**

**WORK CLOTHES**

- A. Employees covered by this Agreement will be provided with the following work clothes:
  - 1. Five (5) long sleeve t-shirts.
  - 2. Five (5) long pants or jeans.
  - 3. Ten (10) short sleeve T-shirts.

- 4. Three (3) sweat-shirts.
- 5. One (1) winter jacket.
- B. The aforementioned work clothes will be issued by the Borough and replaced on January 1st every two years.
- C. Rain gear including rain boots will be furnished to employees as required by the Borough.
- D. The Borough will reimburse each employee annually \$200.00 towards safety boots and winter gear. Reimbursement for purchase of safety boots and winter gear shall be contingent upon submission of proof of purchase. The Borough shall make such reimbursement after June 1<sup>st</sup> of each year. Safety boots are to be worn whenever reporting to work. Employees shall be entitled to carry over any balance not utilized the previous year.
- E. All employees shall be required to wear the issued uniforms at all times. Employees may request relief from this requirement from the Superintendent of Public Works, provided that such request is consistent with all applicable work safety rules.

**ARTICLE XXVI**

**MISCELLANEOUS**

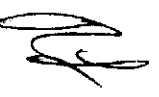
**A. Personal Days**

- 1. Each employee covered under this Agreement shall be entitled to one (1) personal day per year which must be taken during the calendar year in which said personal day is granted. The employee shall notify the Superintendent of Public Works or his/her designee at least forty-eight (48) hours prior to taking the personal day, except in cases of emergency.





2. A person day may not be taken on a day immediately before or after a holiday or vacation without prior approval of the Superintendent of Public Works.
  - B. The Borough shall provide locker facilities on a one-to-one basis for employees.
  - C. The Borough agrees to promptly post all job regulation changes and openings on the Public Works Bulletin Board.
  - D. Individuals who are employed by the Borough on the date of the signing of this Agreement shall not be required as a condition of employment to live within the Borough.
  - E. If training mandated by the Borough is scheduled outside the working schedule, the employee will be paid at overtime rate.
  - F. The Borough of Deal shall furnish all employees with a book of Rules and Regulations. Where there is a conflict, the Collective Negotiations Agreement supersedes the Borough Employee Manual.
  - G. All employees shall be paid on the 15<sup>th</sup> and on the last workday of each month. If the 15<sup>th</sup> of the month is not a workday, then employees shall be paid on the next previous workday. Checks shall be deemed to be negotiable upon receipt by the employee.
  - H. The Borough agrees to replace or repair any personal safety items authorized for wear, i.e. prescription glasses, that should become damaged while the employee is performing his/her duties, unless the damage occurred due to the negligence of the employee.
  - J. Any employee that is required to obtain any special licensing or certifications by the Borough of Deal shall be reimbursed for all cost involved in obtaining such licensing or certifications.
- IE: CDL Class (A) license, CDL upgrades, Certification for Pool Operator, Pesticide Licensing, Ect.



Also any employee that the **Borough of Deal** requires to a hold a CDL class (A) license, Pool Operators Certificate or Pesticide License ect, shall receive a \$ 150.00 dollar stipend per year for each license and/or certification that is held.

#### ARTICLE XXVII

#### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XXVIII

#### FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties for the life of this Agreement of all negotiable 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 a 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. The Borough and the Union, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement.



- B. The parties acknowledge that during the negotiations that resulted from this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, executed by both parties.

#### ARTICLE XXIX HEALTH AND SAFETY

The Borough shall continue to maintain a safe and health working environment for all of its employees. The Union agrees that it and its members will do everything in their power to cooperate with the Borough to ensure the health and safety of all Borough employees. The Borough shall provide adequate protective equipment and devices, including but not limited to eye and ear protection, dust masks, first aid kits and chest waders, as needed.

**ARTICLE XXX**

**DURATION**

This Agreement shall be in effect as of and applied retroactively to the first day of January, 2013 through and including the 31<sup>st</sup> day of December, 2017.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, agreed to abide by the terms set forth in this document and set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**TEAMSTERS LOCAL 701**

**BOROUGH OF DEAL**

\_\_\_\_\_  
Teamsters Local 701

\_\_\_\_\_  
Mayor, Borough of Deal

\_\_\_\_\_  
James F. Rogers  
Borough Administrator

1) Employee Tony Grasso shall have his salary increased to 27,000 upon signing and his increase shall be retroactive to January 1, 2013.

2) The Borough of Deal wishes to thank all of the DPW employees for the outstanding job they did during Hurricane Sandy. Each DPW employee shall receive a one-time payment of \$250 for these extraordinary services. This payment is subject to all Federal and State payroll deductions. It does not become part of the base pay for any employee, nor is it to be used for calculating the pension for any employee.

**TEAMSTERS LOCAL 701**

**BOROUGH OF DEAL**

Teamsters Local 701

Mayor, Borough of Deal

James F. Rogers  
Borough Administrator

