

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF BRIGANTINE

AND

UNITED WORKERS UNION

LOCAL 300

JANUARY 01, 2005 THROUGH DECEMBER 31, 2009

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE(S)</u>
AGREEMENT	1
ARTICLE 1 PURPOSE	2
ARTICLE 2 RECOGNITION	3
ARTICLE 3 MANAGEMENT RIGHTS	4 – 5
ARTICLE 4 NON-DISCRIMINATION	6
ARTICLE 5 MAINTENANCE OF WORK OPERATIONS	7
ARTICLE 6 GRIEVANCE PROCEDURE	8 – 10
ARTICLE 7 UNION RIGHTS	11
ARTICLE 8 PERSONNEL FILES	12
ARTICLE 9 DISCIPLINE, SUSPENSION, DISCHARGE	13
ARTICLE 10 WORK WEEK	14

ARTICLE 11 SALARIES	15
ARTICLE 12 UNIFORMS	16
ARTICLE 13 OVERTIME	17 – 18
ARTICLE 14 LONGEVITY	19
ARTICLE 15 HOLIDAYS	20 – 21
ARTICLE 16 VACATION LEAVE	22
ARTICLE 17 PERSONAL DAYS	23
ARTICLE 18 SICK LEAVE	24
ARTICLE 19 FAMILY AND MEDICAL LEAVE	25
ARTICLE 20 TERMINAL LEAVE	26
ARTICLE 21 FUNERAL LEAVE	27
ARTICLE 22 MILITARY LEAVE	28
ARTICLE 23 LEAVE WITHOUT PAY FOR ELECTIVE OFFICE	29

ARTICLE 24 JURY DUTY	30
ARTICLE 25 HEALTH INSURANCE	31 – 34
ARTICLE 26 BULLETIN BOARD	35
ARTICLE 27 SENIORITY	36
ARTICLE 28 EDUCATION	37
ARTICLE 29 SEPARABILITY AND SAVINGS	38
ARTICLE 30 FULLY BARGAINED AGREEMENT	39
ARTICLE 31 DURATION OF AGREEMENT	40

AGREEMENT

THIS AGREEMENT entered into as of this day of December 07, 2004, by and between the CITY OF BRIGANTINE, in the County of ATLANTIC, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the UNITED WORKERS UNION hereafter called the "UNION", represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE 1

Purpose

A. This Agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and 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 and its employees and the City.

ARTICLE 2

Recognition

A. The City recognizes the Union as the exclusive bargaining representative for all full time regular "Public Safety Telecommunicators" and "Senior Telecommunicator" employed by the City of Brigantine, excluding all other employees, and all supervisors having the power to hire, discharge, discipline, evaluate employees, promote or effectively recommend same and shall be the sole representative for representation in grievance processing. Also excluded from the bargaining unit are (i) seasonals; and (ii) temporary employees.

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. Regular part time employees are those that have worked one-fifth (1/5) the hours of regular full time employees. Regular part time employees shall be part of this bargaining unit and represented by the Union. For the purposes of applying this provision, a part time employee's hours of work shall be averaged over the last calendar quarter.

D. DEFINITION OF TERMS:

1. Unless otherwise indicated to the contrary, the following terms, when used herein, shall be defined as follows:

- a. Employees - refers to workers fin a lob title included in the bargaining unit as described in Article II, section A and C above.
- b. Union - refers to the United Workers Union.
- c. Employer - refers to the City of Brigantine, Atlantic County, New Jersey.
- d. Management - refers to Municipal Officials or employees with direct supervisory authority over bargaining unit members.

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.

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; and to require compliance by the employee as recognized and in accordance with N.J.S.A.34:5.3.

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 efficient 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 in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the 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, disability or political affiliation, or other applicable statutory protected classification.

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 employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the City. The Union agree 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 or 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 or 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. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C.

1. The term "grievance" as used herein means a dispute, complaint or controversy arising over the interpretation, application or violation of promulgated policies, Agreements and administrative decisions affecting terms and conditions of employment.

2. With respect to employee grievances, no grievance may proceed beyond Step One 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 One herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

The aggrieved, through the Union shall institute action under the provisions hereof within five 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 differences between the aggrieved employee and the Chief for the purpose of resolving the matter informally. Failure to act within said five working days shall be deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached informally within five working days of the initial discussion with the Chief, the Union may present the grievance in writing within five working days thereafter to the City Manager. The written 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 request by the grievance. The City Manager will respond in writing within ten working days of receipt of the written grievance.

Step Three:

If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation within 10 days of the date that the decision is due from the City Manager. The costs for the services of the mediator shall be borne equally by 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.

The City, or its legal representative, and the Union shall confer in an attempt to stipulate to facts and issues for the Arbitrator's consideration.

E.

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. 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 him 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.

3. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the cost.

F. Upon prior notice to and authorization of the City Manager or if the City Manager is unavailable, the Chief of Police or City Manager's designee, the designated Representative of the employee shall be permitted as a member of the Grievance Committee to confer with employee 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. Such approval shall not be unreasonably denied.

G. The time limits expressed herein shall be strictly adhered to. If any dispute has not been filed as a grievance within the time specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 7

UNION RIGHTS

A. Upon adequate notice and approval by the City, Agents of the Union who are or are not employees of the City shall be permitted to visit job sites and work locations for the purpose of Union business, so long as such visitations do not unreasonably interfere with the general business operation of the City. Such approval shall not be denied without adequate cause.

B. Agents of the Union shall have access to non-confidential, non-privileged City documents relevant to grievance processing.

C. Upon execution of the Agreement and from time to time as individuals change, the Union shall furnish the name(s), of all such designated agents to the City. Designated agents shall be the President, Vice-President and the Staff Representative.

D. The Union has the right to designate City employees who are members of the bargaining unit as official Union representatives and specify their respective Union responsibilities. These Union representatives may conduct Union business which must necessarily be performed on work time without loss of pay or benefits. Such duties shall not unreasonably interfere with the general business operation of the City. Such approval shall not be denied without adequate cause. It is understood that no time spent conducting union business outside of the employee's scheduled working hours shall be made compensable by virtue of this Article.

E. The City will allow the Union use of meeting facilities for legitimate Union business, subject to availability and upon reasonable notice of no less than five (5) days. The Union agrees to abide by all rules and regulations regarding the use of such facilities.

ARTICLE 8

Personnel Files

A. The City shall establish personnel files or confidential records which shall be maintained under the direction of the City Manager.

B. Upon prior notice to the Office of the City Manager, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied or delayed (two working days).

C. The City shall not insert any written discipline 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 these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file.

E. Each new employee shall be given an employee handbook and appropriate health benefit material upon completion of the probationary period. When promulgated, any standard operating procedures manual shall be made available to all employees and the Union.

ARTICLE 9

Discipline, Suspension And Discharge

A. No permanent employee who has completed the ninety (90) day probationary period shall be discharged, suspended or otherwise disciplined without just cause. The Employer and Union agree that disciplinary action shall be corrective in aim and appropriate to the seriousness of the offense.

B. Employer will strive to conduct discipline in private, outside the presence of other employees or the public. However, the time, place and manner of discipline shall remain a matter of managerial discretion and not subject to the grievance process.

C. With respect to suspensions and discharges, the City will notify the employee and the Union within twenty-four (24) hours and shall have a meeting within ten (10) days thereafter upon the Union's request.

D. A grievance by the Union claiming that a unit member has been unjustly discharged or suspended must be submitted to the City pursuant to the grievance process in Article 6 of this Agreement.

E. Disciplinary warnings, if in writing, will be issued to the employee. All warnings shall include the reasons for the issuance of the warning. Grievances disputing such warnings must be submitted in writing within five (5) working days its issuance.

F. The employee may grieve and obtain binding arbitration under the provisions of this Agreement as to whether the employee has been discharged or suspended for more than five (5) days for just cause. No other disciplinary action shall proceed beyond Step Two in the Grievance procedure set forth in Article 6 of this Agreement.

ARTICLE 10

Work Week

A. The basic work week shall consist of four (4) days of eight and one half (8-1/2) hour shifts per week, plus 16 hours of in service training per year.

B. The Union and the City agree that during the term of this Agreement, prior to modifying the basic work week, as set forth above, the City shall negotiate any proposed changes with the Union.

C. Telecommunicators shall have an appropriate meal period, scheduled with the permission of the Officer in Charge. Telecommunicators on meal breaks shall carry portable radios and shall be subject to recall.

ARTICLE 11

Salaries

A. Effective the first pay of each year, the annual base salaries to be paid to Union members shall be as follows:

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
	<u>4%</u>	<u>4%</u>	<u>4.5%</u>	<u>4.5%</u>	<u>5%</u>
First Year	\$32,077.	\$33,360.	\$34,861.	\$36,430.	\$38,252.
Second Year	\$35,472.	\$36,891.	\$38,551.	\$40,286.	\$42,300.
Third Year	\$38,869.	\$40,424.	\$42,243.	\$44,144.	\$46,351.
Fourth Year	\$42,266.	\$43,957.	\$45,935.	\$48,002.	\$50,402.
Fifth or More Years	\$45,662.	\$47,488.	\$49,625.	\$51,858.	\$54,451.

The Senior Public Safety Telecommunicator shall receive an annual pay differential of eight percent (8%), paid in the bi-weekly salary.

B. All employees' annual base salaries are 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 or her bi-weekly salary by ten (10).

C. All part-time employees shall receive a starting salary of \$11.00 per hour in their first year of employment. After completion of the first year of employment, the hourly rate shall be increased by 3% for each additional year of service.

D. New Hires shall not be hired at a rate which exceeds the lowest paid employee in the appropriate job classification. The City, at its sole discretion, may grant credit for prior work experience by starting an employee at any Step set forth above.

E. There shall be a Shift Differential premium of ten cents (\$.10) per hour worked on the 4 p.m. to 12 a.m. shift and a Shift Differential premium of twenty cents (\$.20) per hour worked on the 12 a.m. to 8 a.m. shift.

ARTICLE 12

Uniforms

A. The City agrees to provide the following uniforms each year during the month of June:

2 long sleeve shirts

2 short sleeve shirts

2 long pants

B. Employees shall be able to receive uniform items at the supplier up to an amount of two hundred twenty five dollars (\$225.) per year.

ARTICLE 13

Overtime

A. All time worked in excess of the assigned duty shift shall be overtime.

B. All time worked in excess of the assigned work week shall be overtime.

C. Employees shall be compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours in a week or eight and one half (8-1/2) hours in one day.

D. Employees terminating their employment with the City, or having their employment terminated by the City, shall be entitled to be paid for overtime work accrued on an hour for hour basis.

E. An employee may request compensatory time off in lieu of overtime which shall be granted at the discretion of the Chief of Police based on the needs of the Department. All compensatory time off shall be consistent with the Fair Labor Standards Act.

F. 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.

G. Overtime work shall be allocated on a rotating basis, with members being granted the opportunity to volunteer according to an Overtime List, which shall list members according to seniority. The top employee on the List shall be given the first opportunity to volunteer for overtime. If the top employee accepts, this employee shall work the shift and then be moved to the bottom of the List. If the top employee cannot be reached immediately or declines, this employee is placed at the bottom of the List and the next employee on the List moves into the top position and the process is repeated. If no employee on the list can be reached or no

employee accepts the overtime opportunity, the overtime shift shall be split between the current shift and the shift beginning immediately after the overtime shift. The least senior member of each of these shifts shall be required to work the overtime if no volunteer can be obtained. Working a required split shift shall not affect the employee's position on the Overtime List. The order of the list shall be retained with each successive opportunity and does not simply begin with the most senior employee with each overtime opportunity. The Union acknowledges that it is responsible for maintaining the overtime list and that no grievance may be brought against the City related to the Union's maintenance or implementation of the overtime list and the City's reliance thereon.

ARTICLE 14

Longevity

A. The City shall pay longevity to employees hired prior to January 01, 1996 in accordance with the following schedule:

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

B. The City shall pay longevity to employees hired after January 01, 1996 in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
Begin in 11 th Year through 15 th Year	3%
Begin in 16 th Year through 20 th Year	6%
Begin in 21 st Year through 24 th Year	9%
Begin in 25 th Year and thereafter	10%

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

ARTICLE 15

Holidays

A. Employees covered by this agreement shall be granted sixteen (16) days off with pay as holidays, to be used and scheduled in advance, in the same manner as vacations. Employees may elect to sell back to the City, up to twelve (12) holidays at the employee's regular rate of pay. The City must be notified by November 1 of the same year of the employee's intent to buy back his holidays, to receive payment on the 1st pay day of December, in a separate check. Employees who use all days by December 1 of the current year, will be granted one extra day.

B. There shall be six (6) premium holidays as follows:

New Year's Day (January 1)

Memorial Day

Fourth of July (July 4)

Labor Day

Thanksgiving Day

Christmas Day

Employees who work on these premium holidays shall be compensated at one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked on the holiday, in addition to the employee's regular day's pay, and the employee shall have one day deducted from their holiday bank of days. Overtime hours or a call-out on a premium holiday shall be paid at two and one-half (2-1/2) times the employee's hourly rate of pay for the actual hours worked.

1. In the event that an employee is scheduled to work any part of the Memorial Day weekend, the Fourth of July weekend, the Labor Day weekend, or restricted time associated with holidays, the employee shall be credited with six (6) hours compensatory time, provided that he is not eligible for holiday pay.

a. Compensatory time credit is not applicable for time worked on these holiday weekends when the overtime rate for holiday time has been paid.

C. Holiday leave requests posted before January 31 shall be guaranteed, according to seniority preference. Holiday leave requests posted after January 31 shall be granted if the schedule permits.

D. No employee on vacation will be permitted to work on a holiday which occurs during the vacation period, except when an emergency is declared by the Chief of Police and additional manpower is required for the safety of the City or the Police Department.

E. Part-time employees shall be entitled to be paid at the rate of one and one half times their regular hourly rate (1 1/2) for all hours worked on a Holiday.

ARTICLE 16

Vacations

A. The following vacation schedule shall be implemented for employees covered by this agreement:

<u>Years of Service Completed in Calendar Year</u>	<u>Vacation Days</u>
In the first calendar year	1 day per month
In the second year through the fifth year	15 days
In the sixth year through the fifteenth year	22 days
Beginning in the 16 th year and thereafter	26 days

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.

C. If an employee's illness or injury extends to where an employee does not have enough work days remaining in the year when he returned to take his accrued vacation days, or this vacation request is not approved, the accrued vacation days shall be carried over to be taken in the next calendar year.

D. Employees who terminate their employment with the City shall only be entitled to pay for those vacation days actually earned up to their termination 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 and will not lose their vacation days.

ARTICLE 17

Personal Days

A. All bargaining unit personnel shall enjoy four (4) personal days per year for personal, business, household or family matters described in this section and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least three (3) days in advance. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the work-day. Personal leave will not be granted if it interferes with the manpower needs of the department. Requests for personal leave shall not be unreasonably denied.

E. Only two (2) personal days may be taken by each employee between July 1 and Labor Day of each calendar year without Department Head approval.

F. For the purposes of payment for unused personal days upon resignation or retirement, employees shall accrue personal days at the rate of one (1) day for every three (3) months during the calendar year. Payment shall be received for unused, accrued personal days as of the date of resignation or retirement.

ARTICLE 18

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 his immediate family who is seriously ill.

B. The term "immediate family" is hereby defined to include the following: spouse, child, grandparent, grandchild living in the member's residence, 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 2 hours prior to the employee's usual reporting time. Failure to give such notice may be cause of 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) working day per month during the first full year of employment and one and one-quarter (1 1/4) working days per month after completion of one full year of employment, 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 three (3) consecutive days sick leave or leave in attendance of a member of the employee's family, or after ten (10) days sick leave in anyone (1) calendar year. Employees may provide medical certification for absences whether or not requested by employer.

F. The Chief of Police may, at any time, require proof of illness of an employee on sick leave, if there is reasonable suspicion that the employee is violating the sick leave policy.

ARTICLE 19

Family and Medical Leave

A. The City will grant employees a leave of absence in accordance with the federal Family and Medical Leave Act of 1993 and the New Jersey Family Leave Act.

ARTICLE 20

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 three (3) accumulated sick days, not to exceed Fourteen Thousand Dollars 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 ten (10) years of employment with the City of Brigantine and have twenty-five (25) years of employment credit in the P.E.R.S.

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

D. Terminal leave payment will be made to the estate of any employee with at least 10 years of employment with Brigantine who dies prior to retirement.

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

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

ARTICLE 21

Funeral Leave

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

B. The term "immediate family" shall include spouse, spouse equivalent, child (natural or adopted), grandparent, grandchild, parent, brother, sister, spouse's parent, or any other relative living in the employee's household.

C. Funeral leave may be extended beyond the three (3) working day period, without pay, at the sole discretion of the City Manager or the Chief of Police.

ARTICLE 22

Military Leave

A. Military Leave will be granted in accordance with applicable state and federal statutes.

ARTICLE 23

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, up to six years.

B. Upon expiration of said term, the employee's name shall be placed on a special re-employment list.

ARTICLE 24

Jury Duty

- A. The City agrees that any employee who is called to serve on jury duty will be detailed to day work, (7:30 AM to 4:00 PM) and shall receive their regular pay for jury duty.
- B. Employees will be permitted to serve on jury duty without any loss of pay.

ARTICLE 25

Health Insurance

A. The City agrees to provide full family hospitalization, dental, optical and prescription coverage pursuant to the Employee Health Care Plan as described in the City of Brigantine Health Care Plan booklet. Employees electing 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 reserves the right to change insurance carriers or institute a self insurance plan, so long as the same or better benefits are provided.

C. Union members 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. All retired employees shall be eligible to exercise their rights under COBRA upon their retirement.

D. Union members shall become eligible for the above insurance coverage on the first of the month following the employee's first two (2) full months of employment.

HEALTH PLAN SUMMARY

A. NETWORK PLAN OPTION

1. Medical

a. A \$10.00 payment for doctor office visits which are for diagnostic purposes. This payment will not be counted towards the deductible in the "Out of Network" plan.

b. In hospital stays are covered at 100%

c. All deductibles are waived.

d. 80/20 co-insurance requirement is waived.

2. Dental

a. Preventive services are covered at 100%.

b. Basic Dental services are covered at 100%.

c. Major Dental services are covered at 70%.

d. Orthodontic services are covered at 100% until age 19, with a lifetime maximum of \$2,000.

e. After ten (10) years of employment and at retirement, an employee and spouse shall each be entitled to a five hundred dollar (\$500.) annual dental benefit.

3. Vision

Vision benefits are provided by HORIZON EYE CARE ONLY.

4. Well Care

a. 1 office visit every other month for babies during the first 18 months.

b. Routine immunization covered during the first 18 months with the \$10.00 office visit payment.

5. Prescription Plan

a. Generic prescription drugs at co-pay of \$0.00.

b. Brand name prescription drugs at co-pay of \$5.00.

B. "OUT" OF NETWORK PLAN OPTION

1. Medical

a. \$200.00 deductible per person per calendar year.

b. \$400.00 deductible per family per calendar year.

2. Co- Insurance

80% of the first \$2,500.00 of eligible major medical expenses per person, per calendar year, thereafter 100% of eligible major medical expenses will be paid.

3. Dental

a. Preventive services are covered at 100%.

b. Basic Dental services are covered at 100%.

c. Major Dental services are covered at 70%.

d. Orthodontic services are covered at 100% to age 19, with a lifetime maximum of \$2,000.

4. Vision

Vision benefits are provided by HORIZON EYE CARE ONLY.

5. Prescription Plan

- a. Generic prescription drugs at co-pay of \$0.00.
- b. Brand name prescription drugs at co-pay of \$5.00.

C. All other benefits and limits of coverage are described in the IDA Health Plan Booklet.

D. Pre-certification is required for all non-emergency hospital stays.

ARTICLE 26

Bulletin Board

A. The City shall provide a bulletin board in the Communications Room for the use of the Union and its members.

B. The City may have removed from the bulletin board any material which it deems offensive.

ARTICLE 27

Seniority

A. Seniority is defined as length of continuous service with the Employer from date of hire or rehire following a break in continuous service.

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 days, but shall not be entitled to take said time off until the end of the probationary period, or any other time period enumerated in this Agreement.

C. Seniority shall determine the selection of tours, days off, vacations, and for training, subject, however, to the need of the employer to properly staff the desk.

D. If a reduction in force is necessary, employees shall be laid off by reverse order of seniority.

E. Recall shall be by seniority and seniority shall not accumulate during layoffs.

F. A break in seniority shall occur during any period that the employee is not in the employ of the City.

ARTICLE 28

Education

A. Job Related Courses: The City will continue its current practice of paying the tuition for courses which are related to the current job which the employee is performing.

B. Job Related Seminars: The City will continue its current practice of paying the fee for seminars which are related to the current job which the employee is performing and will grant reasonable time off to employees to the extent that seminars are offered during the employees' regular work hours.

C. The City shall continue its current practice of reimbursing employees for mileage at the current IRS mileage reimbursement rate plus tolls incurred while attending approved courses and seminars. (Receipts are to be provided for toll reimbursement.)

D. All courses and seminars which an employee wishes to attend under this article must be pre-approved by the Chief of Police and the City Manager.

E. The City shall provide training necessary to maintain (not obtain in the first instance) all minimum job related certifications.

F. Full and Part time employees who maintain a current E.M.T. Certification shall be entitled to an annual stipend of six hundred fifty dollars (\$650.).

ARTICLE 29

Separability And Savings

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 be 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 or the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE 30

Fully-Bargained Agreement

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 31

Duration

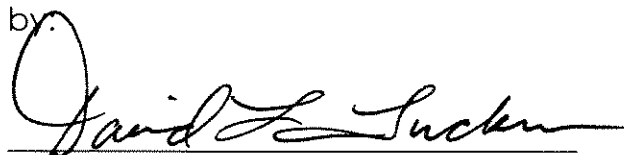
A. This Agreement shall be in full force and effect as of January 1, 2005, and shall remain in effect to and including December 31, 2009, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days 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, as of this 7th day of December, 2004.

UNITED WORKERS UNION

CITY OF BRIGANTINE,
ATLANTIC COUNTY, NEW JERSEY


by:




David L. Tucker
National President

by:





Stan Gebeline, Jr.
UWU Local 300 President


LYNN SWEENEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 11, 2009

Sworn and Subscribed to before Me this 7 Day of December 2004