



**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**  
**EXPIRES**

**JANUARY 1, 2012**  
**DECEMBER 31, 2015**

TABLE OF CONTENTS

ARTICLE NUMBER	DESCRIPTION	PAGE
	PREAMBLE	1
1	RECOGNITION	1
2	MODIFICATIONS OF THIS AGREEMENT	1
3	MANAGEMENT RIGHTS	2
4	WORK CONTINUITY	5
5	WORK PERFORMANCE	6
6	FULLY BARGAINED AGREEMENT	6
7	SEVERABILITY CLAUSE	6
8	WORK RULES	6
9	PERFORMANCE EVALUATION	7
10	UNION RIGHTS	7
11	GRIEVANCE PROCEDURE	8
12	JURY DUTY	12
13	PRODUCTIVITY	12
14	DUES DEDUCTIONS/AGENCY FEES	12
15	WORK HOURS	14
16	CALL IN PAY	18
17	HOLIDAYS/HOLIDAY PAY	18
18	EMPLOYEE CLOTHING ALLOWANCE	19
19	SPECIAL LICENSES	20
20	VACATIONS	20
21	BEREAVEMENT LEAVE	21
22	HOSPITALIZATION	22
23	DISCIPLINARY ACTION	23
24	DISABILITY INSURANCE	23
25	SALARY	23
26	DENTAL PLAN	24
27	PERSONAL LEAVE	24
28	LONGEVITY PAY	24
29	SICK LEAVE/VERIFICATION	24
30	EYEGLOSS/PRESCRIPTION PLAN	25
31	SCHOOLING	25
32	TERM AND TERMINATION	26

**PREAMBLE**

This agreement, made this first day of January, 2012 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, 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, if necessary, on an annual basis. Each employee covered by this



agreement will receive a copy of the work rules at the commencement of each work year.

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 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 to deduct from the first pay of each month membership dues, 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.

During the period from April 15 until October 15 of each year, departmental schedules may be revised as follows:

1. The regular workweek will change from Monday to Friday schedule to a six-day schedule so that any day may be a regular workday, depending upon the individual involved. Saturday will not constitute an overtime day during the above stated calendar period. Sundays not included.
2. 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 hours in the day, or forty hours in the week. All work performed at the direction of a supervisor after fifteen (15) consecutive hours in any workday 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. For those employees assigned to Saturday trash pick-up, they shall receive four (4) hours minimum at time and one half. Also, if the drivers are required to drive to the landfill, then the minimum will be six (6) hours of time and one half.

Sunday trash pick-up shall be as follows: Four (4) hours minimum at double time. Upon completion of the pick-up, men will be allowed to go home.

Overtime shall be offered to full time employees before being offered to part time and seasonal employees.

H. If overtime is performed between October 1 and May 31, employees shall have the election of being paid at the time and one half rate or accumulating compensatory time at the time and one half rate for each hour actually worked. Any overtime worked between June 1 and September 30 of any calendar year shall be compensated for at the time and one half rate or accumulated compensatory time at the time and one half rate for each hour actually worked, 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 one

hour increments.

**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.
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	Christmas Day
following Thanksgiving Day	Day After Christmas

Independence Day

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 day's pay plus one additional day's pay. However, if an employee is required to work only part of a holiday, the employee will be paid on the basis of the actual hours worked on the holiday, and the employee will receive additional hours pay exactly commensurate with the hours the employee has actually worked on a holiday. For example, if an employee works 2 1/2 (two and one half) hours on a holiday, the employee will be paid 5 (five) hours pay.

**ARTICLE 18: EMPLOYEE CLOTHING ALLOWANCE**

A. The Borough will provide employees with full work gear, effective 2009, in addition to an annual clothing allowance of \$500.00 in a lump sum. Effective 2015 that allowance will increase to \$550.00. 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.

2. All regular full time employees will wear work shoes or other appropriate footwear as approved by the Township's Risk Manager.

3. Each year of the agreement employees shall receive the following articles of clothing:

3 pair of Carhart shorts

3 pair of Carhart pants

Bibs, jackets & boots will be replaced on a wear & tear basis

**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:

1 year through 5 years	12 days
5 years through 10 years	15 days
10 years or more	20 days

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, 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, brother-in-law, 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-three (23) 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.

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 one and one half (1 ½) 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 contract:

Year 1 (2012)	-	2% or \$900, whichever is greater
Year 2 (2013)	-	2% or \$900, whichever is greater
Year 3 (2014)	-	2% or \$950, whichever is greater
Year 4 (2015)	-	2% or \$950, whichever is greater

All salary increases are retroactive to January 1, 2012.

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

Effective January 1, 2012, employees who change to a higher title shall receive \$800.00 added to their base pay.

**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. 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: LONGEVITY PAY**

Effective January 1, 2012, current longevity shall be added to employees' base pay. Employees who would have been eligible for a longevity increment during years two through four of the contract shall receive a \$350.00 adjustment to base the second year, \$400.00 adjustment the third year and a \$450.00 adjustment the fourth year. Employees will no longer receive longevity.

**ARTICLE 29: 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.

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 30: 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 31: 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.

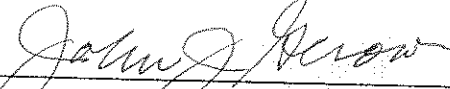
**ARTICLE 32: TERM AND TERMINATION**

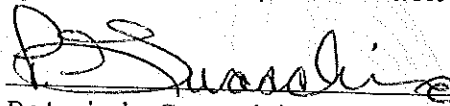
This agreement will become effective at 12:01 AM on January 1, 2012 and will remain in effect until 12:01 AM on

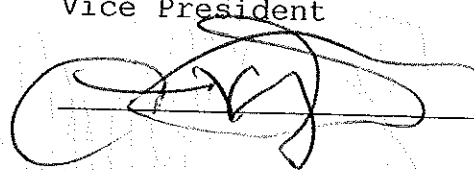
December 31, 2015, unless extended by the mutual agreement of the parties.

Attest:

Teamsters Local 97 of NJ

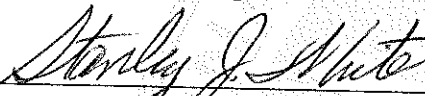
  
\_\_\_\_\_  
John J. Gerow, President

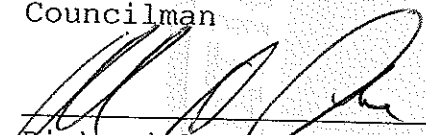
  
\_\_\_\_\_  
Patrick Guaschino  
Vice President

  
\_\_\_\_\_

  
\_\_\_\_\_  
Donald Allen

For the Borough:

  
\_\_\_\_\_  
Stanley J. White  
Councilman

  
\_\_\_\_\_  
Richard Crane  
Borough Manager