

AGREEMENT

by and between

BOROUGH OF BARNEGAT LIGHT

and

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL NO. 35

Effective: January 1, 2015

Expiration: December 31, 2017

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## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2015, between the Borough of Barnegat Light, a municipal corporation organized and existing under the laws of the State of New Jersey, a public employer with its main office at Borough Hall, 10 East 7<sup>th</sup> Street, Barnegat Light, New Jersey, 08006, hereinafter referred to as the "Borough," "Company" or "Employer," and Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, having its office at 620 U.S. Route 130, Trenton, New Jersey 08691, comprised of Borough of Barnegat Light Public Works, Water and Sewer Department Blue Collar Employees, such organizations having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this unit, after the Agency held an appropriate election. This Union shall be hereinafter referred to as the "Union." Wherever the term "blue collar employee" or "employee" is used in this Agreement, both designations shall be interchangeable and have the same meaning and effect.

### ARTICLE 1 PURPOSE

This Agreement entered into between the Employer and the Teamsters has as its purpose the promotion of harmonious relations between the Employer and the Teamsters; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

### ARTICLE 2 RECOGNITION CLAUSE

The Borough recognizes Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for all permanent full-time employees employed by the Public Works and Water and Sewer Department of the Borough of Barnegat Light, including Foreman, all operator/laborer levels and new hires. The parties agree to negotiate with respect to salary, hours and those terms and conditions of employment required by New Jersey Statutes. However, the following titles shall be excluded from the bargaining unit: all confidential, managerial, executive, professional, craft, white collar and supervisor, temporary, seasonal, part-time, and probationary employees of said Department.

Additionally, the union recognizes that the newly-created position of Safety Officer, to serve at the pleasure of the Mayor and Borough Council on a stipend basis, is not part of the bargaining unit, even if a union member is appointed by the Borough to the same.

#### *Employee Definitions*

The following terms shall have the following meaning:

Probationary Employee - an employee who is hired to fill a permanent full-time position for a probationary period of 6 months, during which time the employee can be dismissed without cause.

Temporary Employee - is one who is hired on a temporary basis for a limited and specified term with no expectation of full-time, permanent employment with the Borough. A temporary employee can be dismissed at any time without cause. Temporary employment shall not to exceed 1 year, after which time the employee must become a union member as outlined in Article 22.

Part-time Employee - an employee who is hired to work on a part-time basis (averaging less than 20 hours per week) at an hourly rate of pay. The term "Part-time Employee" does not include those officials who are hired by the Borough to perform job duties on an annual basis at a set annual salary.

Seasonal Employee - one who is hired on a seasonal basis to perform certain job tasks or duties for the Borough. The season will usually be within the period from April through October annually. A prime example of a Seasonal Employee would be beach lifeguards.

### **ARTICLE 3** **CHECKOFF**

The Employer agrees to deduct from the first pay of each month of all employees covered by this Agreement the dues and initiation fees of the Local Union having jurisdiction over such employees as specified by the Local Union from time to time, and agrees to remit to said Local Union prior to the fifteenth (15<sup>th</sup>) of the month for which the deduction is made. Where written authorization is required by law, the same is to be furnished by the Union in the form required. No deduction shall be made which is prohibited by applicable law.

### **ARTICLE 4** **GRIEVANCE PROCEDURE**

#### *Section 4.01 - Definition*

All employees have the right to informally or formally report any and all violations of the terms of this agreement under this procedure.

Employment complaints can often be resolved quickly and directly without the need for a formal written Grievance. The Borough Administrator and all Superintendent of Public Works and Water/Sewer Department (all references within this Agreement to "Superintendent" mean the Superintendent of Public Works and Water/Sewer Department) shall be available to discuss complaints or problems as they arise on an informal basis. If a problem arises, employees should first discuss the problem with their immediate supervisors to maintain an open line of communication with all employees.

All employees shall be entitled to be free from any and all reprisals or retaliatory action by any supervisor or other employee as a result of reporting an employment complaint. Employees shall immediately report any claim of retaliation to the Borough Administrator or Personnel Committee.

Formal Written Grievance Procedure.

1. Formal Written Grievances shall be processed promptly and expeditiously, and they shall be adjusted according to the procedures provided herein.
2. A grievant shall be permitted a representative at all levels of the Grievance procedure and may produce witnesses for the purpose of taking testimony relevant to the Grievance.
3. The grievant shall present a written statement of the Grievance to the Superintendent within 5 days of the occurrence of the allegations. The Superintendent and Borough Administrator will review the Grievance and investigate the facts and submit a written answer to the grievant within 7 days of receipt of the grievance.
4. If the grievant is dissatisfied with the answer submitted by the Superintendent, the grievant may appeal the answer to the Personnel Committee within 7 days after receipt of the written answer. A hearing shall be scheduled for the next available meeting of the Personnel Committee. A final determination will be submitted to the grievant within 7 days thereafter. All proceedings before the Personnel Committee shall be in closed to the public and held in private session.
5. In the event that the Union seeks to challenge the final determination of the Personnel Committee as being arbitrary, capricious or unreasonable, the Union may submit the grievance for arbitration. The Arbitrator shall be selected by mutual agreement of the parties whenever possible. In the event the parties are unable to agree upon an Arbitrator, each party shall submit two names of arbitrators that will be placed in a pool and one name drawn at random. The expense of the Arbitrator selected shall be borne equally by the Borough and the Union and each party shall be responsible for its own attorneys fees. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The Arbitrator shall determine any question of arbitrability. The decision of the Arbitrator shall be final and binding upon the parties to this Agreement.

All employees shall cooperate fully with the Borough Administrator's investigation of any Grievance or employment complaint.

Grievances and employment complaints shall be kept confidential to the extent possible, but complete confidentiality or anonymity cannot be guaranteed due to the demands of the investigatory process and the grievance procedures.

All formal and informal complaints shall be brought before the Borough Administrator outside of the normal working hours of the Public Works Dept, and there shall be no compensation to the employees involved for the time spent processing the formal or informal complaint.

**ARTICLE 5**  
**ABSENCES AND VACATIONS**

The following regulations are hereby established relative to absences and vacations:

Leaves of absence may be granted in the discretion of the governing body as it deems appropriate.

*Section 5.01 - Vacation time*

All vacation time will be prorated per year based on eligibility according to the following schedule. Vacation time may not be taken in less than one (1) day increments.

Five (5) days of vacation, prorated for the first year.

After 2 years and up to 5 years of service (inclusive), 10 days of vacation.

From 6 years and up to 12 years of service (inclusive), 15 days of vacation.

From 13 years of service (inclusive), 20 days of vacation. This additional 5 days of vacation, and only this additional 5 days of vacation, may be taken in either days off or in additional pay.

No vacation may be taken during the summer months, unless permitted at the discretion of the Personnel Committee and the Superintendent. Vacation time not used during the year in which it is earned because of business necessity as determined by the Personnel Committee and the Superintendent must be used within the following calendar year.

All vacations are subject to the approval of the immediate Supervisor, with approval of the Mayor or the Mayor's designee (all reference within this Agreement to "Mayor" mean "Mayor or the Mayor's designee"), and will be scheduled so as not to unreasonably interfere with the operation of the Department to which the employee is assigned. The Mayor shall notify the shop steward of the Mayor's designee or any change in the Mayor's designee. The employee must give at least 10 business days' notice of intent to take vacation time. Where conflicting vacation requests have been submitted by employees, the employee with the most seniority will be granted vacation leave first (unless the less senior employee has already been given approval for the conflicting vacation request), so long as this will not unreasonably interfere with Department operations.

No more than 1 employee of the unit shall be scheduled for vacation at a time unless mutually agreed upon in advance.

*Section 5.02 - Sick leave*

1. All permanent, full-time employees shall be granted sick leave with pay after the first calendar year of service according to the following schedule:  
10 days in second calendar year of service,  
14 days in fifth calendar year of service,  
15 days in sixth and subsequent years of service.
2. All employees hired as permanent, full-time employees after January 1, 2011 shall be granted sick leave with pay after the first calendar year of service (3 days may be used in the first year of service) according to the following schedule:  
5 days in the second calendar year of service,  
10 in the fifth calendar year and subsequent years of service.
3. Sick leave with pay is hereby defined to mean a necessary absence from duty due to employee's illness, injury or exposure to contagious disease.
4. An employee who does not expect to report for work on any working day because of an illness or other legitimate reason must notify the Superintendent by telephone or otherwise within two (2) hours after beginning hour of his or her tour of duty.
5. When the sick leave with pay does not exceed 3 consecutive work days, normally the employee's statement of cause will be accepted without a supporting statement from his or her attending physician. However, the municipality may have an employee examined by a licensed physician at the Borough's expense. Similarly, the municipality may require any employee who has used 3 or more consecutive sick days to furnish a physician's certificate, at the employee's expense, the basis for the employee's absence, a description of the illness and that the employee is physically fit and able to resume his or her duties.
6. No employee while on sick leave shall be otherwise employed or engaged in any outside work or employment whatsoever.
7. Any employee on sick leave who, in addition, qualified under Worker's Compensation for weekly benefits shall, during the period he or she is receiving Worker's Compensation payments, but for no more than a total of 3 months be entitled only to that portion of his or her regular salary which when added to the Worker's Compensation payments equals his or her normal salary.
8. Sick leave can be accumulated to a maximum of 60 days.

9. Upon separation or retirement from employment with the Borough, in good standing, an employee hired as a permanent full-time employee prior to January 1, 2011 shall be paid for unused sick leave up to a maximum of 60 days, capped at fifteen thousand dollars (\$15,000). Employees hired after January 1, 2011 must have at least 15 full years of service to be entitled to any retirement/separation pay for unused sick leave (up to a maximum of 60 days, capped at \$15,000). For all sick leave accrued after January 1, 2011, the retirement/resignation pay will be at the rate of pay for the year in which the sick day was accrued (for example, sick leave accrued in 2010 shall be paid at the employee's 2010 rate of pay, not at the rate of pay of the future retirement/resignation year). Provided further, however, that the total maximum payment amount for unused, accrued sick leave shall be reduced by the actual value of all sick leave used by that employee, at the daily rate paid to the employee, during the 12 month period preceding the employee's effective date of retirement or resignation in good standing, except that it will not affect the employee's ability to remain absent from work subject to medical documentation required by the Borough and, if requested by the Borough, a final binding independent medical review that shall be paid for by the Borough. A resignation in lieu of discipline is a general resignation and not a resignation in good standing for purposes of this subsection.
10. Sick days must be used in no less than half day increments.

*Section 5.03 - Bereavement leave*

All employees shall receive up to 5 consecutive days bereavement leave with pay in the event of the death of a spouse, parent, a spouse's parent, a child or stepchild, sister or a brother when there are no living parents or other relative living in the employee's household.

All employees shall receive up to 2 days bereavement leave with pay in the event of the death of a grandparent, a spouse's grandparent, brother or sister. However, when there are no living parents, there shall be up to 5 days bereavement leave in the event of the death of a brother or sister.

All employees shall receive 1 day bereavement leave with pay in the event of the death of an aunt, an uncle or a cousin.

Additional bereavement leave may be granted, in the discretion of the Mayor, under exceptional circumstances. All such leave will not be taken until the Mayor is notified of the instance of bereavement.

*Section 5.04 - Holidays*

The following are declared holidays for all employees:

New Year's Day	Good Friday	Veteran's Day	Christmas Day
Martin Luther King Day	Columbus Day	Thanksgiving Day	
President's Day	General Election Day	Friday after Thanksgiving	



If a holiday falls on a Saturday, the preceding Friday will be declared the holiday. If a holiday falls on a Sunday, the following Monday will be declared the holiday. If Christmas and New Year's Day fall on a Tuesday, the preceding Monday will also be a holiday. If Christmas and New Years' Day fall on a Thursday, the following Friday will also be a holiday.

Instead of recognizing the day of the General Election as a holiday, employees will receive the day after Christmas Day is celebrated as a day off or, upon mutual agreement, a days pay.

Additionally, in lieu of Memorial Day, July 4<sup>th</sup> and Labor Day, bargaining unit employees receive 4 floating holidays paid at straight time and subject to the same requirements as vacation time. No more than 1 employee of the unit shall be scheduled for a floating holiday at a time unless mutually agreed upon in advance. Absent a previously approved vacation, employees must work their regularly scheduled work day before and after a holiday in order to be eligible for holiday pay.

#### *Section 5.05 - Personal Days*

There shall be allowed 3 personal days off per year for all full-time employees. There shall be 5 personal days off per year for all full-time permanent employees after 5 years of service. These may be taken by the whole day or the half day only.

### **ARTICLE 6 NON-DISCRIMINATION**

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the union because of membership or activity in the union.

Employees shall promptly report any form of discrimination or retaliation in accordance with the compliant procedures and related policies established by the Borough.

### **ARTICLE 7 OUT WORK AND RAIN GEAR**

The Borough will continue to provide outer work clothes and rain gear to all employees in the bargaining unit requiring same. The Borough will determine the amount of outer work clothes and rain gear to be distributed to each employee and employees will be responsible for the maintenance of work clothes and rain gear in usable condition. The employees issued work clothes and rain gear will wear same unless authorized not to do otherwise by an immediate supervisor.

### **ARTICLE 8 WORKING TIME AND ATTENDANCE**

The following regulations are hereby established relative to working time and attendance on the job by municipal employees:

Accurate and complete time and attendance records will be maintained by the Borough Treasurer.

*Section 8.01 - Schedules of work hours*

Unless ill or on vacation, holiday or leave of absence, all municipal employees will be at their assigned posts or points of duty in accordance with the following schedule:

1. Public Works personnel: Monday through Friday, 7:00 a.m. to 3:30 p.m., five (5) days per week, forty (40) hours per week; one unpaid half-hour ( $\frac{1}{2}$ ) lunch break.
2. Summer Hours (June 1<sup>st</sup> – Sept 30<sup>th</sup>): same

Being punctual is of the utmost importance and tardiness or unexplained absences from post of duty will be the basis for disciplinary action against the offending employee. When an employee becomes aware that he or she will not be able to work for any reason or will be late, the employee's immediate supervisor must be advised as soon as possible in advance of the beginning of the work shift, whenever possible.

Absence from work for 3 consecutive days without prior notice and authorization shall be considered an abandonment of the position and termination of employment not in good standing.

*Section 8.02 - Overtime*

1. Overtime work shall be permitted when authorized by the Mayor or Superintendent.
2. Overtime will be paid at the rate of 1  $\frac{1}{2}$  times the employee's hourly base pay for hours worked in excess of 8 hours during a work day or 40 hours during a work week. Overtime will be paid at the rate of 2 times the employee's hourly base pay for hours worked in excess of 12 hours during a work day, and for work hours performed on a scheduled holiday, during a state of emergency as declared by the Mayor or on a Sunday, excluding regularly scheduled weekend and holiday checks of the utility systems. An employee required to work during an emergency declared by the Mayor or the Mayor's designee who occurs outside the employees regularly scheduled work hours which results in additional hours of work shall receive double time pay at the employee's regular hourly rate for the additional hours of work.
3. Cell phones. Each employee shall be required to provide to the Superintendent and the Borough Clerk a cell phone number at which the employee can be reached for emergency calls. Employees must immediately update the Borough Clerk and the Superintendent of any change of their cell phone number. Employees shall be assigned to on-call duty on a rotating basis based upon the payroll intervals (weekly, bi-weekly, etc.).

The employee on call shall be provided with a vehicle for emergency response only during for weekends or holidays the employee is on call and, instead of taking home a Borough vehicle at other times, an employee on call at other times who is called in to work outside of their ordinary work schedule will receive \$10 travel allowance for travel of 10 miles or less one-way, or, the mileage rate set by the IRS for travel of more than 10 miles capped at a maximum of 22 miles one way (44 miles round trip) regardless of the actual number of miles over that amount. This pay or mileage allowance shall also apply to travel and attendance at Borough required work related functions. The employee on call shall be paid a flat rate of \$200 per week in lieu of any other compensation for carrying the cellphone and remaining on call. Regularly scheduled weekend and holiday checks of the utility systems shall be paid at the overtime rate of one and one half (1 ½) times the regularly hourly rate for 3 hours per day and regularly scheduled weekend checks of the utility systems. No employee may decline to take his or her turn to be available to respond to emergency calls via cell phone. The employee on call must respond to the Borough within 30 minutes of the emergency call. When the Superintendent is out the Foreman is acting in the Superintendent's capacity, the Foreman shall receive the cellphone rate which the Foreman will only receive when the Superintendent was otherwise schedule or would normally work but was absent (sick, personal day or vacation days only; not holidays) and the Foreman actually worked as the Superintendent's replacement.

4. Employees called in for emergency response shall be paid a minimum of 4 hours pay regardless of the actual hours worked at the overtime rate. If a call is completed in less than 4 hours and the employee completed in less than 4 hours and the employee leaves but is called again within the original 4 hour period, the Borough shall not be charged an additional 4 hour minimum. An employee shall receive the above minimums for the periods indicated regardless of the number of hours actually worked, provided, however, that the employee performs all work assigned of any nature until released absent hazardous or unsafe conditions. Otherwise, the employee shall only be paid for the actual hours worked.
5. Overtime for on-call fill-ins shall be given out on a rotating basis. If an employee declines overtime, he will lose that turn at overtime, and it will be assigned on to the next person down the line on the rotating list. If no employee voluntarily accepts overtime, the Borough can order in the least senior person the Borough deems in its discretion as capable of performing the work.
6. There shall be no stacking of premium pay.
7. When the Borough needs or requires an employee to return during a period of time for which the employee has been compensated, no additional compensation shall be paid. For example, if an employee performs weekend work and is paid for 3 hours from 4pm to 7pm, and call to return between those hours will not result in additional compensation to the employee. An employee will only be paid the on-call, emergency rate or combination of the two twice within a 24 hour period and all work performed beyond that point is paid at the employee's regular hourly rate.

*Section 8.03 - Wash-up time*

All employees shall have 10 minutes wash-up time prior to the lunch break and at the end of the work day. This does not mean that they leave 10 minutes early at the end of the day.

**ARTICLE 9**  
**SAFETY REPORT**

Whenever an employee is assigned to drive Borough equipment and he feels such equipment is in need of such repair that it is hazardous or defective, he shall at once notify the Superintendent or the Mayor's designee, who thereupon shall ask the employee to fill out the Safety Report form as agreed upon by the parties to this Agreement.

**ARTICLE 10**  
**CLOTHING AND SHOES**

The Borough will replace worn out shoes and carharts upon reasonable requests, as approved by the Borough Administrator, which should not normally exceed 1 new pair of shoes and 1 set of carharts per year. Shoes should not cost more than \$100 per pair, subject to Borough Administrator pricing. The employee will be required to turn in old shoes and carharts before reimbursement is made.

**ARTICLE 11**  
**JOB POSTING**

Any vacancy in the bargaining unit shall be posted for 3 calendar days before it is awarded to any person. Consideration of employees currently working for the Department of Public Works/ Water-Sewer Department will be provided by the Public Works Committee before a new employee is hired for a vacancy. The hiring decision is reserved exclusively to the full membership of the municipal governing body, however. Preference for promotional advancement positions that may become available will be given to existing employees, subject to the requirements of law.

**ARTICLE 12**  
**BULLETIN BOARDS**

The Union will have access to a bulletin board in the Public Works garage. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the department director appointed by the governing body.

**ARTICLE 13**  
**HEALTH CARE BENEFITS AND DISABILITY**

The Borough also will continue to provide disability insurance to the extent presently and previously provided under the Sate plan. Any difference between State disability benefits and the employee's regular base pay may be charged to the employee's available sick days. The Borough is not responsible for any additional taxes that an employee may incur using this method.

For employees hired prior to 1/1/2014, the Borough shall pay the premium (subject to the premium sharing requirements below) for NJ Direct 15 plan offered by the State Health Benefits Program. Employees shall be responsible for the cost difference between any other available plan and NJ Direct 15 (in addition to the premium sharing requirements below).

For employees hired on or after 1/1/2014, the Borough shall pay the premium (subject to the premium sharing requirements below) for NJ Direct 25 plan offered by the State Health Benefits Program. Employees shall be responsible for the cost difference between any other available plan and NJ Direct (in addition to the premium sharing requirements below).

Subject to the employee premium-sharing schedule detailed below, the Borough shall provide medical and prescription drug benefits through the State Health Benefits Program. Nothing shall prevent the Borough from changing medical and/or prescription drug coverage from the State Health Benefits Program provided it offers similar coverage.

In addition to that noted above, the amount of premium sharing paid by employees for medical and prescription drug benefits coverage for the employee and any dependent shall either be 1.5% of their base salary or according to the contribution schedule below, whichever is greater.

- a. For family coverage or its equivalent, an employee who earns:
  - i. less than \$25,000 shall pay 3% of the cost of coverage;
  - ii. \$25,000 or more but less than \$30,000 shall pay 4% of the cost of coverage;
  - iii. \$30,000 or more but less than \$35,000 shall pay 5% of the cost of coverage;
  - iv. \$35,000 or more but less than \$40,000 shall pay 6% of the cost of coverage;
  - v. \$40,000 or more but less than \$45,000 shall pay 7% of the cost of coverage;
  - vi. \$45,000 or more but less than \$50,000 shall pay 9% of the cost of coverage;
  - vii. \$50,000 or more but less than \$55,000 shall pay 12% of the cost of coverage;
  - viii. \$55,000 or more but less than \$60,000 shall pay 14% of the cost of coverage;
  - ix. \$60,000 or more but less than \$65,000 shall pay 17% of the cost of coverage;
  - x. \$65,000 or more but less than \$70,000 shall pay 19% of the cost of coverage;
  - xi. \$70,000 or more but less than \$75,000 shall pay 22% of the cost of coverage;
  - xii. \$75,000 or more but less than \$80,000 shall pay 23% of the cost of coverage;
  - xiii. \$80,000 or more but less than \$85,000 shall pay 24% of the cost of coverage;
  - xiv. \$85,000 or more but less than \$90,000 shall pay 26% of the cost of coverage;
  - xv. \$90,000 or more but less than \$95,000 shall pay 28% of the cost of coverage;
  - xvi. \$95,000 or more but less than \$100,000 shall pay 29% of the cost of coverage;
  - xvii. \$100,000 or more but less than \$110,000 shall pay 32% of the cost of coverage;
  - xviii. \$110,000 or more shall pay 35% of the cost of coverage;

- b. For individual coverage or its equivalent, an employee who earns;
  - i. less than \$20,000 shall pay 4.5% of the cost of coverage;
  - ii. \$20,000 or more but less than \$25,000 shall pay 5.5% of the cost of coverage;
  - iii. \$25,000 or more but less than \$30,000 shall pay 7.5% of the cost of coverage;
  - iv. \$30,000 or more but less than \$35,000 shall pay 10% of the cost of coverage;
  - v. \$35,000 or more but less than \$40,000 shall pay 11% of the cost of coverage;
  - vi. \$40,000 or more but less than \$45,000 shall pay 12% of the cost of coverage;
  - vii. \$45,000 or more but less than \$50,000 shall pay 14% of the cost of coverage;
  - viii. \$50,000 or more but less than \$55,000 shall pay 20% of the cost of coverage;
  - ix. \$55,000 or more but less than \$60,000 shall pay 23% of the cost of coverage;
  - x. \$60,000 or more but less than \$65,000 shall pay 27% of the cost of coverage;
  - xi. \$65,000 or more but less than \$70,000 shall pay 29% of the cost of coverage;
  - xii. \$70,000 or more but less than \$75,000 shall pay 32% of the cost of coverage;
  - xiii. \$75,000 or more but less than \$80,000 shall pay 33% of the cost of coverage;
  - xiv. \$80,000 or more but less than \$95,000 shall pay 34% of the cost of coverage;
  - xv. \$95,000 or more shall pay 35% of the cost of coverage;
  
- c. For a member with child or spouse coverage or its equivalent, an employee who earns:
  - i. less than \$25,000 shall pay 3.5% of the cost of coverage;
  - ii. \$25,000 or more but less than \$30,000 shall pay 4.5% of the cost of coverage;
  - iii. \$30,000 or more but less than \$35,000 shall pay 6% of the cost of coverage;
  - iv. \$35,000 or more but less than \$40,000 shall pay 7% of the cost of coverage;
  - v. \$40,000 or more but less than \$45,000 shall pay 8% of the cost of coverage;
  - vi. \$45,000 or more but less than \$50,000 shall pay 10% of the cost of coverage;
  - vii. \$50,000 or more but less than \$55,000 shall pay 15% of the cost of coverage;
  - viii. \$55,000 or more but less than \$60,000 shall pay 17% of the cost of coverage;
  - ix. \$60,000 or more but less than \$65,000 shall pay 21% of the cost of coverage;
  - x. \$65,000 or more but less than \$70,000 shall pay 23% of the cost of coverage;
  - xi. \$70,000 or more but less than \$75,000 shall pay 26% of the cost of coverage;
  - xii. \$75,000 or more but less than \$80,000 shall pay 27% of the cost of coverage;
  - xiii. \$80,000 or more but less than \$85,000 shall pay 28% of the cost of coverage;
  - xiv. \$85,000 or more but less than \$100,000 shall pay 30% of the cost of coverage;
  - xv. \$100,000 or more shall pay 35% of the cost of coverage.
  
- d. Employees employed:
  - i. as of December 31, 2012, shall pay:
    - a. during the first year in which the contribution is effective, one fourth (25%) of the amount of the applicable contribution reflected under Subsections a through c above;
    - b. during the second year in which the contribution is effective, one half (50%) of the amount of the applicable contribution reflected under Subsections a through c above;

- c. during the third year in which the contribution is effective, three fourths (75%) of the amount of the applicable contribution reflected under Subsections a through c above;
  - d. thereafter, the full amount (100%) of the applicable contribution reflected under Subsections a through c above.
- ii. As of January 1, 2013 or thereafter shall pay the full amount (100%) of the applicable contribution reflected under Subsections a through c. above.

*Section 13.02:*

1. Base salary shall be used to determine what an employee earns for the purposes of this Article and will mean pensionable salary.
2. "Healthcare plan" or "health benefits" mean the healthcare plans for medical and prescription drug benefits.
3. Employee premium sharing contributions shall be made by way of withholding of the contribution from the employee's pay, salary, or other compensation. Withholdings shall be made by way of equal payroll deductions in a given calendar year in accordance with the Borough's customary payroll practices unless otherwise required by law.
4. The premium contribution amount payable by any employee under this Article shall not under any circumstances be less than the 1.5 percent of base salary.
5. Employee cost of premium contributions shall be made on a pre-tax basis pursuant to a Borough established Section 125 Plan premium-only plan. Pre-tax payroll deduction shall be made equally in accordance with the Borough's customary payroll practices unless otherwise required by law.
6. Employees are responsible for the extra costs incurred by the Borough if the employee fails to report to the Borough Administrator within 30 day a change in their status that would affect and medical and/prescription benefits, including but not limited to divorce or death of a covered family member.
7. The Borough reserves the right to change its Health Benefit Administrator and/or carrier so long as substantially similar benefits coverage, and administration as are provided under the current health benefit program(s) are maintained. The Borough agrees to provide notice to the Union Shop Steward.
8. Opt-out eligibility and payment shall comply with the State Health Benefits Plan and related regulations. In accordance with same, the Borough may allow an employee who is eligible for health care coverage to waive coverage to which the he or she is entitled by virtue of employment with the Borough; and that in consideration of filing such a waiver, the Borough shall pay to the employee annually the amount of \$1000.00, payable in November next succeeding the receipt of the waiver. This annual amount of \$1000.00 may be prorated based upon the enrollment and premium payment dates for the applicable employee, or based upon and to the extent of the savings of an election to waive extended coverage for family members. Those electing coverage or a waiver payment will pay State required contributions, if any.

**ARTICLE 14**  
**JURY DUTY**

All employees covered by the terms of this Agreement shall be granted leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury duty fees or compensation received by them for serving on jury duty.

In the event that an employee is released from jury duty prior to 1:00 p.m., said employee shall be required to report for the remainder of his/her shift.

**ARTICLE 15**  
**MANAGEMENT RIGHTS**

The employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

Except as specifically abridged, limited or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

**ARTICLE 16**  
**WORK CONTINUITY**

During the period of time of this Agreement, the Union and its members shall not have the right to engage in any slowdown, work stoppage or a strike.

The sole method for resolving any disagreement concerning this Agreement shall be covered by the procedures contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

**ARTICLE 17**  
**PERFORMANCE EVALUATIONS AND CERTIFICATIONS**

The parties agree that this Borough has the right to conduct individual performance evaluations of all personnel and the employee shall be given a copy of same.

The Borough will pay for all State certification and utility license fees related to the performance of the work function of the employees. This applies only to certifications and courses that are requested and authorized by the Borough in advance.



**ARTICLE 18**  
**DISCIPLINARY ACTION**

When a supervisor believes that an employee is not conforming to the municipal policies, rules or ordinances, or fails to respond of specific instructions given him or her, the supervisor shall notify the Personnel Committee and the Superintendent.

*Section 18.01 – Causes for Disciplinary Action*

Examples of employee misconduct which may be grounds for disciplinary action and/or removal include, but are not limited to, the following:

1. Incompetency or inefficiency.
2. Neglect of duty.
3. Insubordination or breach of discipline.
4. Conviction for any criminal act or offense.
5. Disorderly or immoral conduct on the job.
6. Engaging in any form of political activity during working hours.
7. Drinking of alcoholic beverages; use of controlled drug substances during working hours unless under doctor's prescription and the use of the drug will not interfere with the employee's job performance; or reporting to work in an impaired state. Employees are required to immediately report to the Borough Administrator the use of any prescribed drug during working or on-call hours before commencing work or at the time of assignment which may impair the employee and provide a doctor's certification that the use of the drug will not interfere with the employee's job performance. Prior to obtaining the doctor's certification, the employee must fully apprise the doctor of all work duties performed and equipment used during the course of the employee's work on behalf of the Borough. Failure to do so is basis for termination.
8. Unauthorized or improper use of municipal supplies, materials, equipment, vehicles or facilities.
9. Alteration or misrepresentation of attendance records by an employee punching or otherwise marking the time card or time records of another employee.
10. Inappropriate or reckless use of municipal vehicles or equipment.
11. Soliciting or otherwise seeking to receive any tip, donation, gift or other personal benefit for services performed as a normal part of an employee's employment with the Borough of Barnegat Light.

12. Revocation or suspension of driving privileges.
13. Discrimination that affects equal employment opportunity or work environment (based on race, creed, color, national origin, ancestry, sex, affectional or sexual orientation, age, marital status, domestic partnership status, familial status, religion, atypical hereditary cellular or blood trait, genetic information, or disability, physical or mental impairment, or any other class protected by the law), including unlawful discrimination, harassment or retaliation or any violation of the Borough's discrimination, harassment or retaliation policies.
14. Conduct unbecoming a public employee.
15. Any other sufficient cause under the law.

*Section 18.02 - Disciplinary Measures.*

The following disciplinary measures will apply depending upon the nature or severity of the infraction:

1. Verbal warning. The immediate supervisor will have a personal interview with the employee.
2. Written reprimand. If the employee fails to improve following a personal reprimand, a written reprimand will be prepared by the immediate supervisor, outlining in detail the unsatisfactory conduct or performance of duty. If the supervisor feels it appropriate, he or she may also outline recommendations for correcting the unsatisfactory conduct or performance of duty. The original copy of the reprimand will be furnished to the employee and the copy signed by him or her. Acknowledged receipt of the reprimand will be sent to the Borough Administrator for inclusion in the employee's personnel file.
3. Suspension without pay. In the event that the employee fails to improve after both a personal interview and written reprimand, the immediate supervisor will bring the details to the attention of the Personnel Committee and the Superintendent. If it appears that a suspension is necessary, the Personnel Committee will cause the issuance of a Notice of Disciplinary Action to the employee, noting suspension is necessary and specifying the reason for suspension and the length of time the employee will be suspended.
4. Termination. In the event that unsatisfactory conduct or performance persists, termination may be warranted. Under those circumstances, a termination notice will be issued by the Borough Administrator at the direction of the Personnel Committee.

Where circumstances warrant a progression of disciplinary action, the delay between steps will not exceed 12 months, except that a pattern related to the same or similar type of action or inaction by the employee, as well as conduct constituting unlawful discrimination, harassment or retaliation or any violation of the Borough's anti-discrimination, harassment or retaliation policies shall not be subject to the foregoing 12 month limitation.

All disciplinary action shall be placed in the employee's personnel file.

**ARTICLE 19**  
**EMPLOYEE JOB CLASSIFICATIONS**

All employees of the Public Works Department are required to perform the duties of other employees of the department as taught, assigned, or needed regardless of classification and pay rate to insure the continuous and efficient operation of the Department and the Borough. Job classifications shall be determined by the Borough.

**ARTICLE 20**  
**WORK ASSIGNMENTS**

The employer agrees it shall not assign or direct Public Works Department employees to perform work that cannot be categorized as that of Public Work Employee (including Water and Sewer Department). This will insure that employees will not be required to work for which they are unqualified.

**ARTICLE 21**  
**SENIORITY**

Seniority shall be considered for purposes of scheduling vacations and personal leave and shall be a consideration if a job opening should occur but shall not be the sole determining criteria. The employee must respond to the Borough Administrator within forty-eight (48) hours from the date of the notice or will be passed over. All notices shall be in writing. When the Borough decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority shall be laid off first. It is expressly understood that the employees affected by layoffs shall have bumping privileges to move to a classification of work which they can perform within this bargaining unit.

Employees shall be recalled for work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. Employees continuously laid off for a period of one (1) year or more shall not be entitled to recall.

**ARTICLE 22**  
**AGENCY SHOP**

Any full-time employee or part-time employee working in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of their date of hire shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

This representation fee shall be in an amount equal to eighty-five (85%) of the regular Union membership dues, initiation fee and assessments as certified by the Union to the Employer. The Union agrees to indemnify and save the employer harmless from any and all action it takes under this Article.

**ARTICLE 23**  
**SALARY**

The parties agree that the following across-the-board raises will be applicable to the personnel covered by this bargaining agreement:

<u>EFFECTIVE:</u>	<u>1/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>
Increase per hour:	\$0.60	\$0.60	\$0.60

ADDITIONALLY, THE FOLLOWING ONE-TIME PROMOTIONAL RAISE WILL BE IMPLEMENTED AS OF 1/1/2015:

Dan Vickers- from Laborer to Laborer/Operator – additional \$0.50 increase per hour

Wage rates are based health benefits plan identified within this Agreement. Employees may elect a different plan, provided that the employee is responsible for any increase in cost between the plan provided by the Borough and the plan selected by the employee in addition to any required premium contribution.

Where the foreman elects to be taken out of the weekly beeper on-call rotation and instead accepts all after hours telephone calls from those employees responding to emergency/overtime work in order to verify that the emergency repairs being affected are appropriate, the foreman will receive an additional stipend of \$1500 per year. Such phone calls shall not be made to anyone other than the foreman or the superintendent.

**ARTICLE 24**  
**HARASSMENT, DISCRIMINATION & RETALIATION**

There shall be no discrimination, interference or coercion by the employer or any of its agents against the Employees represented by the Union because of membership or activity in the Union.

Employees shall promptly report any form of harassment, discrimination or retaliation in accordance with the Complaint Procedures and related policies established by the Borough. Employees are required to comply with the Federal and State law and Borough policies regarding unlawful discrimination, harassment and retaliation, as may be amended from time to time. The Borough has a ZERO TOLERANCE policy in this regard and any violation shall be caused for immediate suspension without pay and removal.

**ARTICLE 25**  
**DRUG AND ALCOHOL TESTING POLICY**

*Section 25.01 - Testing*

Pre-employment physical/drug screen shall be enforced for all new hires. All employees are subject to drug and alcohol testing in accordance with the Borough's Drug and Alcohol policy contained within the Employee Handbook and/or testing facility protocols/procedures except as otherwise addressed below. Testing protocols, means, methods and review procedures shall be established by the entity conducting the testing and distributed to all employees within this unit initially provided during negotiations and prior to the execution of this Agreement. If the Borough selects a different testing entity, it shall distribute the foregoing materials to all bargaining unit employees within five (5) working days of the change.

The Borough has the right to test for the use of any illegal substance, drug abuse or undisclosed prescription drugs which impair the employee and cause a concern for the safety of the employee or others. A test result of 50 nanograms of marijuana or for a controlled substance including a prescription drug not prescribed to the employee shall constitute a positive test result and subject the employee to termination. An alcohol test result will be considered positive upon a Breathalyzer or other test showing .04 percent level of blood alcohol or in accordance with CDL requirements for CDL license holders, whichever percentage is lower. A positive test result in accordance with the above is grounds for termination. CDL license holders remain subject to random testing along with employees who hold safety sensitive positions. The Borough will only pay the CDL endorsement fee if the Borough requires it. Where there is a reasonable suspicion of impairment, an employee is also subject to testing.

Employees are required to immediately report to the Borough Administrator the use of any prescribed drug during working or on-call hours before commencing work or at the time of assignment which may impair the employee and provide a doctor's certification that the use of the drug will not interfere with the employee's job performance. Prior to obtaining the doctor's certification, the employee must fully apprise the doctor of all work duties performed and equipment used during the course of the employee's work on behalf of the Borough. Failure to do so is basis for termination.

*Section 25.02 – Reasonable Suspicion Testing*

Examples of reasonable suspicion include, but are not limited to the following:

- Adequate documentation of unsatisfactory work performance or on-the-job behavior.
- Physical signs and symptoms consistent with substance abuse.
- Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, alcohol or drugs.
- Fights, assaults, or distribution, dispensing, possession, or use of controlled substances, alcohol or drugs.

Reasonable cause testing determination will be made by a supervisor or Borough official who is trained to detect the signs and symptoms of drug and alcohol use and who can reasonably conclude that an employee may be adversely affected or impaired in his/her work performance due to substance abuse.

If another supervisor or Borough official is immediately available, he/she will verify that there is reasonable cause before the employee is transported to the agent's facility. At no time will this determination be made on the basis of third party reports without verification. Employees are expected to report for alcohol testing as required by this policy and in accordance with testing procedures. Any refusal to submit to alcohol or drug testing as directed by the Borough, will be considered a refusal-to-test and will require the same disciplinary action as a positive result.

Employees who test positive during alcohol breath testing will be terminated. Employees who test positive during drug testing will be terminated.

## **ARTICLE 26**

### **EMPLOYEE PERSONNEL FILES AND RECORDS**

#### *Section 26.01 - Personnel Files*

The Department Head to whom an employee reports shall maintain a personnel file for every employee of the Department. The Borough Administrator shall also maintain a duplicate of each employee's personnel file.

The employee personnel file shall include:

1. Original application submitted by the employee;
2. Notes from any pre-employment interview or interviews.
3. Written performance evaluations.
4. Disciplinary actions, if any.
5. All records pertaining to Employee Grievances.

Employees may review their personnel files by making an appointment with the Borough Administrator.

*Section 26.02 - Performance Evaluations*

Employees will be formally evaluated no less than once a year. Each employee will be given the opportunity to participate in the evaluation process and to assist in the development of performance objectives. Upon completion, each employee will receive a copy of the evaluation and will have the opportunity to review the evaluation with the supervisor who prepared it. The Performance Evaluation shall be filed in the employee's personnel file as a permanent part of their employment records.

**ARTICLE 27**  
**SEVERABILITY CLAUSE**

If any part, clause, portion of Article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.


**ARTICLE 28**  
**DURATION**

This Agreement shall be effective January 1, 2015 and shall continue in full force and effect until December 31, 2017, except that the parties will enter into negotiations for a succeeding contract in accordance with PERC requirements.


*IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.*

BOROUGH OF BARNEGAT LIGHT:

TEAMSTERS, LOCAL NO. 35:

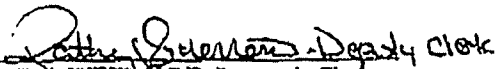
  
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KIRK O. LARSON, Mayor

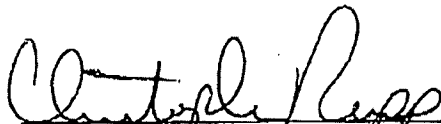
  
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DANIEL A. KREISER, President

Attest:

  
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GAIL J. WETMORE, Borough Clerk

  
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CHRISTOPHER RUPP, Secretary-Treasurer