

CONTRACT BETWEEN
THE BOROUGH OF BEACH HAVEN
AND THE OFFICE CLERICAL EMPLOYEES
OF THE BOROUGH REPRESENTED BY
TEAMSTERS LOCAL 35 OF NEW JERSEY
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE
EXPIRES

JANUARY 1, 2016
DECEMBER 31, 2018

PREAMBLE

THIS AGREEMENT, made this 20th day of January 2016 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 35 of New Jersey, affiliated with the International Brotherhood of Teamsters, AFL-CIO, having its offices at 620 U.S. Route 130, Trenton, new having its offices at 620 U.S. Route 130, Trenton, New Jersey 08691 ("Union"), such organization having been certified by the New Jersey Public Employment Relations Commission as an appropriate bargaining agent for the unit, after the Agency held an appropriate election. This Agreement 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 sole and exclusive representative, as certified July 1, 2004 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 regularly employed clerical employees in the following titles: clerk typist, permit clerk, payroll clerk, senior clerk typist, tax collector, and clerks (excluding the "Borough Clerk") employed by the Borough of Beach Haven, Ocean County, New Jersey, but excluding managerial executives, confidential employees, substitute personnel, police personnel, public works employees, seasonal employees, 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 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, Constitution of the United States, its ordinances, rules and regulations, except as specifically modified herein, to manage the operations of the Borough.

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

C. 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 ANTI-DISCRIMINATION

There shall be no discrimination, interference, intimidation or coercion by the Borough or any of its agents against the Employees represented by the Union because of membership or activity in the Union. Teamsters Local 35 or any of its agents shall not intimidate or coerce Employees into membership. Neither the Borough nor the Union shall discriminate against any employee because of race, sex creed, color, national origin, or otherwise protected characteristic. The parties agree to comply with all applicable equal employment guidelines and statutes.

ARTICLE 5: WORK CONTINUITY

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

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

C. The Union agrees that if any type of concerted activity occurs, as noted above, the Union will take immediate steps to terminate such activities and will condemn such activities. An employee who engages in any of the prohibited activities shall be subject to immediate termination of employment.

D. 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.

E. Work Rules: Explicit job descriptions, new job titles as needed. Thirty 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 6: WORK PERFORMANCE

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 7: FULLY-BARGAINED AGREEMENT

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 8 PROBATIONARY PERIOD

In accordance with the New Jersey Department of Personnel regulations, there shall be a probationary period of ninety (90) days for each newly hired employee, during which time the employee can be dismissed without cause.

ARTICLE 9: SEVERABILITY CLAUSE

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 10: 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 11: PERFORMANCE EVALUATION

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 12: 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. However, said time limits may be extended or waived by mutual consent of the parties. 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/her 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 grievant 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 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 Manager, they must appeal the decision within five (5) working days of receipt of the Manager's written response to the Union.
6. Step Five: Arbitration
 - a. If a grievance is not settled at Step 4, such grievance shall at the request of the Union or Borough be referred to PERC for

- the selection of an Arbitrator according to its rules.
- b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable federal and state laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
 - c. The costs of the services and expenses of the Arbitrator shall be borne equally between the Borough and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
 - d. The Arbitrator shall set forth his finding of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The award of the Arbitrator shall be final and binding on the parties.
7. General Provisions:
- a. Grievances shall be processed promptly and expeditiously.
 - b. Formal grievances and appeals shall be filed in writing.
 - c. Communications and decisions concerning formal grievances shall be in writing.
 - d. A grievant shall be permitted a representative at all levels of the procedure.
 - e. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the 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 13: 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.

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

ARTICLE 14: DUES DEDUCTION AND AGENCY FEES

The Borough agrees to deduct from the first pay of each month of all employees covered by this Agreement the dues, initiation fees, and voluntary drive contribution 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 all such deductions in a manner described by the Local union to the fifteenth (15th) 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 15 AGENCY SHOP

The parties agree that for the term of this Agreement, in accordance with New Jersey Statute, any employee who is a member of this bargaining unit on the effective date of this Agreement, even though he/she chooses not to be a member of the Teamsters Local 35, shall pay an agency shop fee equal to eighty-five percent (85%) of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of the employees effective on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all action it takes under this article.

ARTICLE 16: WORK HOURS

A. The work week shall consist of five (5) consecutive days, Monday through Friday, and the work day shall consist of seven (7) consecutive hours, 9:00 AM to 4:00 PM, inclusive of a one (1) hour lunch period, and one 15-minute break in morning and one 15-minute break in the afternoon. The Court Administrator's hours of work are as established by the Municipal Magistrate.

B. Effective January 1, 2007, all new employees hired by the Borough will be required to work thirty-five (35) hours each week.

C. Overtime shall be defined as any and all hours worked in excess of the employee's work week.

D. Unless otherwise impracticable under the circumstances, all non-emergent overtime must be approved and authorized by Manager prior to its commencement. No overtime will be paid unless it is properly authorized.

E. All overtime will be paid at time and one half for each hour actually worked over eight hours in the day, or forty hours in the week. All other overtime hours will be paid at straight time.

F. The employer, however, reserves the right to restrict overtime consistent with budgetary constraints. Any accumulated compensatory time must be either used or paid out within the calendar year in which it is earned. Any compensatory time not utilized during the calendar year is lost, except that the employee will be paid for said compensatory time.

G. A "Flex- Time" program will be permitted with the approval of the Borough Manager.

H. In the event Borough offices are closed due to a State of Emergency declared by the governor or any local authority, which results in Borough employees being excused from work, employees will not be charged the use of any leave time. However, in the event that an employee has prior approval for use of leave time, the employee will still be charged for said time.

I. In the event of a delayed opening/early closing, employees will not be charged the use of any leave time for that closure. If an employee does not work the remainder of the shift, they will be charged leave time relative to the regular work shift.

ARTICLE 17: 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 three (3) 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, seasonal work, or any case where regular overtime provisions of this contract shall be applicable.

ARTICLE 18: 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	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day after Christmas

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

C. If an employee is required to work on a holiday, the employee shall be paid his/her regular 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 ½ (two and one half) hours on a holiday, the employee will be paid 5 (five) hours pay.

ARTICLE 19: VACATIONS

A. Vacation time for full time personnel covered by this agreement shall be granted in accordance with the following schedule:

1 year through 7 years	12 days
8 years through 13 years	15 days
14 years through 19 years	18 days
20 years or more	20 days

B. No vacation time may be taken during the three-month probationary period immediately following full time employment.

C. All vacations will be selected on the basis of position and then seniority.

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, unless other approval has been granted from the Manager to extend the time for a specific amount of time.

E. All vacations are subject to the approval of the Borough Manager 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 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.

I. Existing Part time employees at the time of this contract will receive vacation time on a prorated basis according to their regular work schedule.

ARTICLE 20: BEREAVEMENT LEAVE

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/sister-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 21: HOSPITALIZATION

A. All full time employees covered by this agreement, after serving a waiting period of two (2) months, are eligible to enroll in the New Jersey State Health Benefits program, during the next regular enrollment period, which provides Blue Cross/Blue Shield and major medical insurance premiums coverage for the employee, his/her spouse, and unmarried children under twenty-six (26) years of age, who live with the employee on a regular parent child relationship.

B. The benefits described above will be provided at the expense of the Borough of Beach Haven to all eligible full time employees.

C. The employee co-pay will be \$10.00 for Doctor visits and \$25.00 for emergency room visits when State law or State regulation be enacted permitting same.

D. The employee will be required to contribute a co-pay to offset the premium for health insurance. The co-pay will be determined according to a schedule set forth in Chapter 78, P.L. 2011.

E. Part time temporary or seasonal employees are ineligible to participate or receive any benefits in the New Jersey State Health Benefits program.

F. Any employee who is eligible for coverage elsewhere as a dependent may opt to waive their coverage. In consideration of this waiver, each year the Borough will pay the employee \$5,000. Any employee who waives coverage will be permitted to resume coverage, if necessary, provided that any advance payment of the waiver of coverage is repaid on a pro rata basis.

G. 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, unless otherwise impracticable.

H. The Borough will provide for payments for health benefits for prospective retirees with twenty five (25) years consecutive service, in accordance with the same plan offered to the PBA in their contract.

I. Employees hired after January 1, 2007, will not be eligible to receive Borough paid health benefits upon retirement, but may purchase health insurance through the Borough program if so desired.

J. The Borough reserves the right to change insurance carriers as long as the new carrier provides equal to or better benefits and there is no decrease in benefits because of the change in carrier.

ARTICLE 22: DISABILITY INSURANCE

The Borough agrees that employees covered by this agreement will be covered under the New Jersey State Disability Plan. The Employee shall not be required to exhaust all of his/her sick leave prior to going on temporary disability.

ARTICLE 23: SALARY

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

January 1, 2016 – \$3,000.

January 1, 2017 – 3.00% or \$1,300, whichever is greater.

January 1, 2018 – 3.00% or \$1,300, whichever is greater.

All salary increases are retroactive of January 1, 2016.

The minimum salary for any entry level full time clerical employee shall be as follows.

2016 - \$31,000

2017 - \$32,500

2018 - \$34,000

An existing employee earning less than the minimum salary for a given year shall receive either the new minimum salary or the scheduled wage increase for that year, whichever is greater.

Effective January 1, 2016, employees who change to a higher or additional title shall receive \$800.00 added to their base pay.

ARTICLE 24: DENTAL PLAN

All full-time employees covered by this agreement will be covered by dental insurance. This insurance will provide coverage for the employee, his/her spouse and unmarried children under nineteen (19) years of age. Unmarried children over nineteen (19), but under the age of twenty-three (23) will also be classified as dependent provided they are enrolled as a full-time student in a school, college or university and primarily supported by employee.

The benefits described above will be provided at the expense of the Borough to all eligible full-time employees. 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 said change.

ARTICLE 25: PERSONAL LEAVE

Employees under this agreement shall receive five (5) workdays per year with full pay for personal leave. Employees applying for personal leave should inform their supervisor at least twenty-four (24) hours in advance of their request for personal leave. Personal leave requests may be denied by the Manager if, in the view of the Manager, a personal leave request will in any way hamper the performance of the work of the department.

ARTICLE 26: 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 their scheduled shift or within two hours of same.

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, at the employee's request. Said request must be made by November 1st, and payment will be made by the second pay of November of that year. 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 (½) 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. The maximum payment for this sick leave shall be \$15,000.

Existing part time employees at the execution of the contract will receive sick leave on a prorated basis according to their regular work schedule.

ARTICLE 28: EYEGLASS PRESCRIPTION PLAN

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

ARTICLE 29 SENIORITY

A. Seniority shall be considered for the purposes of scheduling vacations and personal leave and shall be considered if a job opening occurs but shall not be the sole determining criteria.

B. 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 which they can perform.

C. Employees shall be recalled for work from layoff in 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 30 JOB POSTING

Any vacancy in the bargaining unit shall be posted for three (3) calendar days before it is awarded to any person. Consideration of employees currently working for the Borough will be provided by the Manager before a new employee is hired for the vacancy. However, in all cases, the discretion of the Manager shall be final and binding on all hiring decisions.

ARTICLE 31 RECREATIONAL BENEFITS

Employees may receive one Boat Ramp pass and/or one Beach Buggy permit at no cost to the employee.

ARTICLE 32 BULLETIN BOARD/UNION VISITATION

A. The union shall have access to a bulletin board in the Borough Hall. The Union may post notice 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 board will be forwarded to the Manager.

B. Authorized agents of the Union shall have access to Borough Hall during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining

that the Agreement is being adhered to, provided, however, that there is no interruption of the Borough's working schedule. Such official will report his presence to the Manager upon entering Borough Hall.

ARTICLE 33: SEVERABILITY CLAUSE

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

ARTICLE 34: MAINTENANCE OF STANDARDS

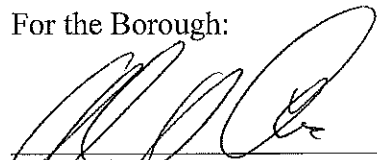
All benefits and conditions of employment presently in existence for the bargaining unit, unless modified by this Agreement, whether in writing or in practice, shall be continued without change by the Borough during the life of this Agreement.


ARTICLE 35: TERM AND TERMINATION

This agreement will become effective at 12:01 AM on January 1, 2016 and will remain in effect until 12:59 PM on December 31, 2018, unless extended by the mutual agreement of the parties.

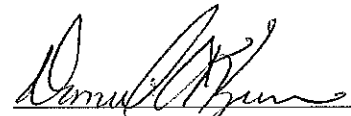
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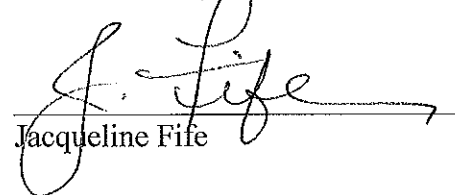
For the Borough:


Richard S. Crane
Borough Manager


Sherry Mason
Borough Clerk

Teamsters Local 35 of NJ


Daniel Kreiser, President


Jacqueline Fife