

AGREEMENT
by and between
BOROUGH OF BARNEGAT LIGHT
and
TEAMSTERS LOCAL NO. 35

EFFECTIVE: January 1, 2024
EXPIRATION: December 31, 2026

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AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2024, 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 7th 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.

Employee Definitions

Probationary Employee - an employee who is hired to fill a permanent full-time position for a probationary period of six (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 one (1) year, after which time the employee must become a union member as outlined in Article 22.

Clerk/Administrator will review the Grievance and investigate the facts and submit a written answer to the grievant within seven (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 seven (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 seven (7) days thereafter. All proceedings before the Personnel Committee shall be 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 attorney's 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 Clerk/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 Clerk/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 two (2) years and up to five (5) years of service (inclusive), ten (10) days of vacation.

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

of his or her regular salary which when added to the Worker's Compensation payments equals his or her normal salary.

7. Sick leave can be accumulated to a maximum of sixty (60) days.
8. Upon resignation or retirement from employment with the Borough in good standing, employees must have at least **10 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, 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 2018 shall be paid at the employee's 2018 rate of pay, not at the rate of pay of the future retirement/resignation year).
9. 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 ½ day increments.
11. Sick days must be taken in no less than half day increments.

Section 5.03 - Bereavement leave

1. All employees shall receive up to five (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.
2. All employees shall receive up to two (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 five (5) days bereavement leave in the event of the death of a brother or sister.
3. All employees shall receive one (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:

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

distributed to each employee. Employees will be responsible for the maintaining work clothes and rain gear in good, usable condition.

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 (½) lunch break.
2. Summer Hours (June 1th – Sept 30th): 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 three (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 in advance by the Mayor or the Superintendent.
2. Overtime will be paid at the rate of one and one-half (1½) times the employee's hourly base pay for hours worked in excess of eight (8) hours during a work day or 40 hours during a work week.
3. Overtime will be paid at the rate of two (2) times the employee's hourly base pay for hours worked in excess of twelve (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.
4. An employee required to work during an emergency declared by the Mayor or the Mayor's designee that occurs outside the employee's regularly scheduled work hours which results in additional hours of work shall receive double time pay at the employee's regular hourly

12. 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 three (3) hours from 4:00 PM to 7:00 PM, any call to return between those hours will not result in additional compensation to the employee.
13. An employee will only be paid the on-call, emergency rate or combination of the two twice within a twenty-four (24) hour period and all work performed beyond that point is paid at the employee's regular hourly rate.
14. Water System Phone Alert, one (1) hour of overtime shall be paid if the employee does not have to come in.

Section 8.03 - Wash-up time

All employees shall have ten (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
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 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 11
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 12
HEALTH CARE BENEFITS AND DISABILITY

Section 12.01:

MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE or its equivalent, an employee who earns:

1. less than \$25,000 shall pay 3.5 % of the cost of coverage
2. \$25,000 or more but less than \$30,000 shall pay 4.5 % of the cost of coverage
3. \$30,000 or more but less than \$35,000 shall pay 6 % of the cost of coverage
4. \$35,000 or more but less than \$40,000 shall pay 7 % of the cost of coverage
5. \$40,000 or more but less than \$45,000 shall pay 8 % of the cost of coverage
6. \$45,000 or more but less than \$50,000 shall pay 10 % of the cost of coverage
7. \$50,000 or more but less than \$55,000 shall pay 15 % of the cost of coverage
8. \$55,000 or more but less than \$60,000 shall pay 17 % of the cost of coverage
9. \$60,000 or more but less than \$65,000 shall pay 21 % of the cost of coverage
10. \$65,000 or more but less than \$70,000 shall pay 23 % of the cost of coverage
11. \$70,000 or more but less than \$75,000 shall pay 26 % of the cost of coverage
12. \$75,000 or more but less than \$80,000 shall pay 27 % of the cost of coverage
13. \$80,000 or more but less than \$85,000 shall pay 28 % of the cost of coverage
14. \$85,000 or more but less than \$100,000 shall pay 30 % of the cost of coverage
15. \$100,000 or more shall pay 35 % of the cost of coverage.

Section 12.02:

Base salary shall be used to determine what an employee earns for the purposes of this Article and will mean pensionable salary.

1. "Healthcare plan" or "health benefits" mean the healthcare plans for medical and prescription drug benefits.
2. 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.
3. The premium contribution amount payable by any employee under this Article shall not under any circumstance be less than the 1.5 percent of base salary.
4. 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 deductions shall be made equally in accordance with the Borough's customary payroll practices unless otherwise required by law.
5. Employees are responsible for the extra costs incurred by the Borough if the employee fails to report to the Borough Clerk/Administrator within 30 days a change in their status that would affect and medical and/or prescription benefits, including but not limited to divorce or death of a covered family member.
6. 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

The Borough will pay for all State certification and utility license fees related to the performance of the work function of the employees.

ARTICLE 17
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 17.01 — 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.
8. Employees are required to immediately report to the Borough Administrator/Clerk the use of any proscribed 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.
9. Unauthorized or improper use of municipal supplies, materials, equipment, vehicles or facilities.
10. Alteration or misrepresentation of attendance records by an employee punching or otherwise marking the time card or time records of another employee.
11. Inappropriate or reckless use of municipal vehicles or equipment.
12. Soliciting or otherwise seeking to receive any tip, donation, gift or other personal benefit

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 18
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 19
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 20
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.

1. The employee must respond to the Borough Clerk/Administrator within forty-eight (48) hours from the date of the notice or will be passed over.
2. All notices shall be in writing.
3. 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.
4. 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.
5. 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.
6. Employees continuously laid off for a period of one (1) year or more shall not be entitled to recall.

ARTICLE 21
AGENCY SHOP

Section 24.01 – Testing

1. Pre-employment physical/drug screen shall be enforced for all new hires.
2. 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.
3. 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.
4. 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.
5. 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.
6. A test result of 50 Nano grams 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.
7. 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.
8. 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.
9. Where there is a reasonable suspicion of impairment, an employee is also subject to testing.
10. Employees are required to immediately report to the Borough Clerk/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 24.02 - 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.

Section 25.02 - Performance Evaluations

Employees will be formally evaluated no less than once 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 26
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 27
DURATION

This Agreement shall be effective January 1, 2024 and shall continue in full force and effect until December 31, 2026, 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.

FOR BOROUGH OF BARNEGAT LIGHT: TEAMSTERS, LOCAL NO. 35:

KIRK O. LARSON, Mayor

ROGER F. GROVER, JR., President

Attest:

BRENDA L. KUHN, Borough Clerk

NICHOLAS STEVENS, Shop Steward

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

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FOR BOROUGH OF BARNEGAT LIGHT:



KIRK O. LARSON, Mayor

TEAMSTERS, LOCAL NO. 35:



ROGER F. GROVER, JR. President

Attest:



BRENDA L. KUHN, Borough Clerk



NICHOLAS STEVENS, Shop Steward