July 14, 2020

BOROUGH OF BRADLEY BEACH, MONMOUTH COUNTY

RESOLUTION 2020-179

RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH UFCW LOCAL 152 JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

Mayor Engelstad offered the following Resolution and moved its adoption:

WHEREAS, the Collective Bargaining Agreement (CBA) between the Borough of Bradley Beach (the "Borough") and UFCW Local 152 expired on December 31, 2019; and

WHEREAS, the Borough and UFCW Local 152 have negotiated a successor agreement to be effective January 1, 2020 through December 31, 2022, subject to the approval of the Borough, ratification by the UFCW Local 152, and memorialization thereof; and

WHEREAS, the Borough and the UFCW Local 152 have both agreed to the terms and conditions of the new CBA contained in the attached Exhibit A;

NOW, THEREFORE, BE IT RESOLVED that the Mayor & Council of the Borough of Bradley Beach, County of Monmouth, State of New Jersey hereby approve the CBA attached hereto as Exhibit A, and hereby authorize:

(1) The Mayor to execute the CBA, affirming same; and

BE IT FURTHER RESOLVED that a copy of this Resolution, together with the executed CBA, shall be forwarded to the Administrator, CFO, Borough Attorney, and the UFCW Local 152 Director of Collective Bargaining.

Seconded by Councilman _____ and adopted upon the following vote:

	AYES	NAYS	ABSTAIN	ABSENT
Mr. Bonnell				
Mr. Gubitosi				
Mr. Sexsmith				
Mr. Weber				
Mayor Engelstad				

CERTIFICATION

I, Erica Kostyz, Municipal Clerk of the Borough of Bradley Beach, Monmouth County, New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Mayor and Council at the July 14, 2020 meeting.

_____

Erica Kostyz
Municipal Clerk

AGREEMENT

THIS AGREEMENT made as of the 1st day of **January , 2020**, and shall continue in full force and effect through **December 31, 2022** by and between the **BOROUGH OF BRADLEY BEACH** hereinafter referred to as the **"EMPLOYER"**, and **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 152,** hereinafter referred to as the **"UNION"**, for and on behalf of its members now employed and who hereafter may be employed by the Employer, and who in this Agreement shall be referred to as **"EMPLOYEES"**.

PREAMBLE

This Agreement is entered into between the Employer, the Employer-Funding Agent and the Union with the desire and intent of continuing and promoting harmonious relations between the Employer and its employees and to establish an equitable procedure for the resolution and establishment of rates of pay, hours of work and other terms and conditions of employment.

WITNESSETH:
RECOGNITION

A. The Borough recognizes the Union as a sole and exclusive majority representative, RO-93-193, for collective negotiations concerning the establishing of rates of pay, hours of work and other terms and conditions of employment for the following positions:

DPW CDL laborer
DPW Foreman
DPW Secretary
DPW Assistant Supervisor
Dispatcher
Bookkeeper
Receptionist/Administrative Assistant
Code Enforcement Officer
Violations Clerk
Court Administrator
TACO
Senior Mechanic
Electrician
Sanitation Driver
Senior Landscaper
Machine Operator
Deputy Tax Collector
Deputy Sewer Collector
Assistant CFO

B. In the event that the Borough establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position might appropriately be included in the bargaining unit, it shall notify the Borough in writing and seek an agreement to add that position to the Recognition Article. In the event that the parties cannot reach agreement on the inclusion of a new position in the negotiations unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission (PERC).

C. Unless otherwise indicated, the terms "Employee" or "Employees" shall refer to all persons represented by the Union in the above-described negotiations unit. The use of a masculine pronoun shall be understood to refer to both male and female members of the negotiations unit.

EMPLOYEE RIGHTS

A. The Borough hereby agrees that every eligible employee shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The Borough agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by N.J.S.A. 34:13A-5.1 et. seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that is shall not discriminate against any employee by reason of membership, participation, collective negotiations, grievance, and complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment due to Union activities.

B. It is further agreed that the Employer or the Union shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE I
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Constitutions of the State of New Jersey and of the United States, including but without limiting, the generality of the foregoing and the following rights.

1. The executive management and administrative control of the Employer and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as many from time to time be determined by the Employer.
2. To make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employee and to require compliance by the employees.
4. To hire all employees, whether permanent, temporary or seasonal, these employees will not be used to circumvent the bargaining unit, to promote, transfer, assign or retain employees.
5. To set rates of pay for temporary or seasonal employees.
6. To suspend, demote or take any other appropriated disciplinary actions against any employee for good and just cause according to law.
7. Nothing contained therein shall prohibit the Employer from contracting out any work.
8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

9. The Employer reserves the right to all other conditions of employment not reserved to make such changes, as it deems desirable and necessary for the efficient and effective operation of the departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, Responsibilities and authority under RS 40A:1-1, et seq., or any national, state, county, or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond step One herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

AUTHORIZED SALARY DEDUCTIONS

A. The Borough, in compliance with N.J.S.A. 52:14-15.9(e) agrees to the following conditions:

1. Upon receipt of a duly signed authorization form from each individual employee, the Borough shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.

2. The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.

3. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make deduction in any monthly period.

4. Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

5. A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the Borough.

6. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Union to the Borough.

7. Pursuant to State law governing "Agency Shop", the Borough will forward in the manner set forth herein, to the Union, eighty-five (85%) percent of the prevailing monthly dues for each employee who has not submitted a duly signed authorization. Such payment will

represent a legal deduction from each affected employee's wages.

8. The Borough agrees to inform all newly hired employees who are eligible to join the Union that they may join the Union sixty (60) days thereafter.

9. The Borough agrees to deduct fifty ($.50) cents or more to an employee's voluntary Active Ballot Club contribution from the weekly pay of each employee who has voluntarily executed a written UFCW Authorization Form for Political Check-Off and shall forward such funds by separate payment to the Union. It is understood that any such authorizations from payroll deductions shall be on a voluntary basis and may be canceled in accordance with the requirements of the Law and the terms of the Authorization. It is also agreed that such deductions shall be consistent with the payroll producers of the Borough.

ARTICLE II
MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or will full absence of any employee from his position, or stoppage of work or absence in whole or in part, from the full faithful and proper performances of the employee's duties of employment), work stoppage slowdown, walkout, or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges.
2. Such activity shall be deemed grounds for termination of the Employee or Employees.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer or that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in the Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law in equity for injunction or damages, or both, in the event of such breach of the Union by its members.

E. The Borough shall not engage in any lockout of employees during life of this Agreement.

ARTICLE III
DISCIPLINE

Section 1. Employees may be discharged or otherwise disciplined for just cause.

Section 2. An Employee given the opportunity to appear at a hearing on disciplinary charges shall be given written notice of the hearing, the specific charges to be heard, and the anticipated extent of possible disciplinary action at least five (5) working days prior to the hearing.

Section 3. If an employee is interviewed in a disciplinary matter in which they reasonably believe will result in discipline to them, that employee shall be entitled to have the assistance of a union representative, if requested. An employee shall have the right of representation at any disciplinary hearing.

Section 4. Any employee ordered or required to appear before the Employer or any legitimate agent thereof for interviewing or interrogation who had reason to believe that disciplinary charges may be brought against them as a result of said appearance shall have a right to request and receive UFCW Local 152 representative prior to the commencement of said interview or interrogation.

Section 5. In accordance with statute and administrative regulation, "major discipline", as defined by the New Jersey State Department of Personnel, as well as a decision to terminate the employment of a provisional employee, shall not be subject to the contractual grievance procedure, but shall be subject to the jurisdiction of the Department of Personnel appeals procedures.

ARTICLE IV
GRIEVANCES PROCEDURE

A. The purpose of this is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a Grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to the employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any

step is waived by mutual consent.

STEP ONE: The Union shall constitute written action the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts and the summary of any preceding oral discussion, the applicable section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance. Failure to act in writing within said five (5) calendar days by the grievant shall deem to constitute an abandonment of the grievance.

STEP TWO: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Mayor and or his designee within five (5) workdays thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and/or his designee shall respond in writing to the grievance within thirty (30) calendar days of the submission. Such decision shall be final and binding upon thirty (30) calendar days of the submission. Such decision shall be final and binding upon the parties.

E. Upon notice and authorization of the Department Head, the designated Union representative shall be permitted to confer with employees and the Employer on specific grievance procedure set forth herein during work hours of the employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any steps in the grievance procedure.

G. The Union has the right for arbitration for grievance if necessary.

ARTICLE V
SALARIES/LONGEVITY

A. Employees hired before January 1, 1995, shall receive longevity pursuant to the following schedule and will be capped at the dollar amount in place at the end of the (25th) twenty fifth year:

1. One (1) to the completion of four (4) years of employment, zero (0%) percent of base

salary.

2. Five (5) to the completion of eight (8) years of employment, four (4%) percent of base salary.
3. Nine (9) to the completion of twelve (12) years of employment, six (6%) percent of base salary.
4. Thirteen (13) to the completion of sixteen (16) years of employment, eight (8%) percent of base salary.
5. Seventeen (17) to the completion of twenty (20) years of employment, ten (10%) percent of base salary.
6. Completion of twenty-one (21) years of employment, twelve (12%) percent of base salary.

All employees eligible for longevity shall receive four (4%) percent increase to their longevity retro to January 1, 2020 and four (4%) percent increase to their longevity each January for the life of the agreement.

B. Employees hired after January 1, 1995 through December 31, 2002, shall receive longevity pursuant to the following schedule and will be capped at the dollar amount in place at the end of the (25th) twenty- fifth year:

1. One (1) to the completion of four (4) years of employment, zero (0%) percent of base salary.
2. Five (5) to the completion of eight (8) years of employment, two (2%) percent of base salary.
3. Nine (9) to the completion of twelve years of employment, four (4%) percent of base salary.
4. Thirteen (13) to the completion of sixteen (16) years of employment, six (6%) percent of base salary.
5. Seventeen (17) to the completion of twenty (20) years of employment, eight (8%) percent of base salary.
6. Completion of twenty-one (21) years of employment, ten (10%) percent of base salary.

All employees eligible for longevity shall receive four (4%) percent increase to their longevity retro to January 1, 2020 and four (4%) percent increase to their longevity each January for the life of the agreement.

C. Clerical employees shall work a thirty-five – (35) hour workweek.

D. New employees in the Public Works and Clerical Department shall receive an increase in salary pursuant to the schedule outlined in subsection (F.) :

E. Employees who are at the maximum salary of the step program shall receive a (2.4%) pay increase retro to January 1, 2020, a (2.5%) increase on January 1, 2021 and a (2.6%) increase on January 1, 2022 as long as they are out of the step guides.

F. <u>Steps Employees with dates of hire 2003 – Present:</u>

a). The Employer reserves the right to advance the employee beyond the hired step, based upon the individual's qualifications and prior experience.

b). The Salary guidelines apply with no separate longevity provisions.

c.) Starting January 1, 2020, the base salaries for Dept. Public Works, Dispatch, TACO and Clerical will follow the guide below.

	DPW	DPW Secretary	Dispatch	Taco	Clerical
1	32,000	30,000	32,416	29,500	26,000
2	35,000	35,000	33,747	33,000	28,000
3	38,000	40,000	35,115	36,500	30,000
4	40,400	45,000	36,431	39,000	32,000
5	42,800	47,250	40,069	43,000	36,000
6	45,200	50,000	42,569	44,500	38,000
7	47,600	52,500	43,500	45,500	40,000
8	50,000		45,000	46,500	42,000
9	52,500		46,500	47,000	44,000
10	55.000		50,000	50,500	47,750
11	57,000		51,500	51,500	49,500
12	59,250		53,000	52,500	51,250
13	61,500		54,500	54,000	53,000
14	63,750		56,625	56,125	55,125
15	65,250				
16	67,750				
17	70,250				
18	72,750				
19	75,250				
20	77,750				

Any DPW laborer earning less than $32,000 as their current base salary shall be increased to new DPW step 1 effective January 1, 2020.

H. Dispatchers shall receive a lump sum payment of $600.00 prior to Christmas of each year of the contract, as compensation for their working nights as a night differential. The Dispatcher assigned by the Chief of Police or designee engage in police duties such as Terminal Agency Coordinator (TAC) shall be paid an additional $500.00 per year.

I. Clothing Allowance effective each January of the contract year.
Dispatchers: clothing allowance of $1200.00
Public Works employees:

Laborers: clothing allowance of $1200.00
Secretary: clothing allowance of $900.00
Code Enforcement Officer: clothing allowance of $1200.00.
Borough will replace damaged (irreparably torn or stained) clothing.

J. Dispatchers can continue to receive holiday pay for the 13 recognized Holidays or at their option they can elect to be paid for 6 ½ days and receive 6 ½ days off.

K. Base salaries for those employees not mentioned in F., and G.b., above shall receive 2.4% increases retro to January 1, 2020, a 2.5% increase on January 1, 2021 and a 2.6% increase on January 1, 2022 as long as they are out of the step guides.

ARTICLE VI
OVERTIME

A. Overtime shall be paid for all work performed in excess of forty (40) hours per week at the rate of one and one half (1 ½) times the computed hourly rate. Hours of work shall be as defined under the FLSA. Overtime shall be paid for all work performed in excess of eight (8) hours per workday. Full-time employees shall not be paid overtime until said employees have worked the hours specified above, with the following exceptions:

a. Call-in Pay – A minimum of three (3) hours or four (4) hours for sewer jobs at time and one-half (1.5 X) per hour is paid if called in on an emergency outside of his/her regular schedule.

b. All hours worked on Sunday shall be paid at the rate of time and one-half (1.5 X) the employees' hourly rate of pay with the guarantee of no less than two (2) hours work or pay in lieu of. This does not apply to those individuals that work the summer schedule in Section F below.

c. Scheduled or emergency call-in pay on Holidays will be paid at the rate of two (2) times the employees' hourly rate of pay with a guarantee of no less than two (2) hours work or pay in lieu of. This is above the eight (8) hours holiday pay.

d. If weekend work is pre-scheduled, overtime at the rate of time and one-half (1.5 X) the employees' hourly rate will be paid. If a paid holiday, vacation or personal day holiday falls within that week, then the paid days off shall be counted as a work day. Vacations must be scheduled two weeks in advance and a personal must be scheduled a week in advance for these paid days to count towards hours worked.

e. If weekend work is not scheduled, overtime at the rate of time and one-half (1.5 X) the employees' hourly rate will be paid for that day regardless of the hours worked during that workweek. The employee will be paid a minimum of one hour overtime.

f. All hours worked during hours the Borough Hall is closed(for ex.Snowplowing, State of Emergency, etc...) shall be paid at the rate of time and one- half (1.5 X) the employees' hourly rate of pay.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for granting of overtime shall be noted on the time report and certified by the Department Head.

C. Overtime shall be computed and payment made on the following basis.

1. Fifteen (15) minutes or less – No Pay.
2. Sixteen (16) through thirty (30) minutes – one half (1/2) hour of pay.
3. Thirty-one (31) through sixty (60) minutes – one (1) hour of pay.
4. Time cards shall be used to determine actual time worked.

D. Working hours and daily schedules of employees shall be arranged to fit the needs of the Employer. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Employer demand such work. In administering the requirement to work overtime the Employer will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

F. The Borough agrees that all overtime shall be rotated and distributed as fairly as possible to those employees who have the skill, training and ability and are available for the work. An overtime log shall be kept by department showing individual overtime worked or offered and rejected for each week. The Employer reserves the right to assign extra duty based upon reverse order of seniority, if the paragraph above cannot produce enough qualified employees, the exception being any employee who had to clean the beach the night prior should not be called the next day.

G. Public Works employees who are required to work overtime during the summer weekends (4/15-9/15) will use a swing weekend system at a rate of $75.00 for the weekend.

H. Part-time employees should not be called in for overtime before regular employees.

I. Local 152 Members may choose compensatory time off in lieu of overtime at the rate of one and one half (1½) hours for every hour of overtime, not to exceed one hundred and forty (140) hours in any one (1) year, with the exception of the "cap" for accumulated compensatory time for Fire Prevention Specialists (NJAC 4A: 3 App. A) shall be 480 hours.

I. Night time differential: Individuals operating the following machines - Sewer Truck, Beach Machine and One-armed Bandit during the weeks from April 15 through September 15 shall be given an additional Twenty dollars ($ 20.00) per day, Monday through Friday during that period.

ARTICLE VII

VACATIONS

A. Regular, Full Time Local 152 Union Members shall receive credits as follows:

1. One (1) year to five (5) years of service - 12 Vacation days
2. Six (6) years to ten (10) years of service - 15 Vacation days
3. Eleven (11) years to fifteen (15) years of service - 17 Vacation days
4. Sixteen (16) years to twenty (20) years of service - 20 Vacation days
5. Twenty-one (21) years + of service - 22Vacation days (Maximum)

B. Vacation days, Personal days and Floating Holidays may not be accumulated and must be used by April 1st unless agreed otherwise in writing with the Borough Administrator's approval of the following year they were awarded. If a member fails to use all Vacation & Personal Days and Floating Holidays by May 15th and does not obtain Administrative approval, of the following year, they will lose the Vacation Days, Personal Days & Floating Holidays.

C. An employee who is on a leave of absence (i.e., injury leave, workers' compensation, or unpaid leave), shall not accrue vacation leave during the period of said leave.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head.

E. If, for any reason, an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled pending approval of the Department Head.

F. Part-time employees shall earn vacation on a pro-rata basis.

ARTICLE VIII
SICK LEAVE

A. Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position.
2. Is quarantined by a physician because the employee has been exposed to a contagious disease.
3. Has a need to visit a medical professional during municipal business hours. Sick leave shall not be allowed for such things as ordinary dental care, not for any other professional services that may normally be scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.
4. A day, for the purpose of sick leave, shall be equal to the normal number of hours worked by the employee.
5. Sick Leave can be used for all purposes as outlined in the NJ Earned Sick Leave Law.

B. Eligibility:

Part-time employees shall earn one (1) hour of sick leave for every thirty (30) hours worked up to a maximum of forty (40) hours each calendar year. No sick leave shall be taken during the first (1st) - three (3) months of employment. Part-time employees may carry over any unused sick leave.

C. Amount of Leave:

Each Full-time employee, who is eligible for sick leave, shall receive fourteen (14) days per calendar year earned on a monthly basis. (1.167 days per month). No sick leave shall be taken during the first (1st) - three (3) month of employment. Employees may accumulate up to a twenty-nine (29)-day limit.

Reporting:

Employees shall notify their Department Head as early as possible, but no later than two (2) hours prior to the start of a shift when foreseeable.

The employee reporting for sick leave shall notify the Department Head of:

1. The telephone number where the employee may be contacted during sick leave.
2. The expected duration of sick leave, if known.

The supervisor shall record this information on the appropriate sick leave form. Failure to notify the Department Head may be cause for disciplinary action. An employee who is absent and fails to notify the Department Head could be subject to progressive discipline up to and including discharge.

D. General:

1. Habitual absenteeism may be cause for discipline up to and including discharge.
2. During protracted periods of illness or disability of an employee, the Employer may require interim reports of the condition of the patient from the attending physician and/or a Borough medical physician.
3. The Employer reserves the right, in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor.
4. When under medical care, the employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such periods of illness or disability.
5. No employee shall be allowed to work and endanger the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Borough physician for an opinion as to their fitness for duty.
6. Sick leave with pay shall not be allowed under the following conditions:
    a. When the employee under medical care fails to carry out the orders of the attending physician.
    b. When, in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions.
    c. When, in the opinion of the Borough medical physician, the disability or

illness is not sufficient severity to justify the employee's absence from duty.

d. When the employee does not report to the Borough physician, as directed.

7. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.
8. Once sick leave is exhausted an employee is classified "unpaid sick" and all other aspects of this sick leave policy remain in effect.
9. Once sick leave is exhausted, an employee may be eligible to receive state or federal disability payments, including Social Security. An employee applying for disability benefits is required to furnish proof of application to the Employer.

E. Sick Leave Confinement Restriction:

If an employee is absent for reasons that entitle the employee to sick leave or the employee is on workers' compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day (s) in question, with the following exceptions.

1. To report for medical attention, doctor's office or hospital.
2. To engage in the exercise of his/ her right to vote or attend religious services.
3. If an emergency necessitates his/her absence.
4. The Department Head may telephone the employee, who has reported off on sick leave or is on workers' compensation leave, at his/her place of confinement during the scheduled workday(s).

F. Sick Leave Incentive Plan:

All employees who have taken less than (2) sick days leave in any calendar year shall receive additional vacation days in the ensuing year in accordance with the following:

1. Zero (0) sick days taken - Two (2) additional vacation days.
2. One (1) sick day taken - One (1) additional vacation day.

Said employee shall receive three (3) extra vacation days for the second year and three (3) extra vacation days in each consecutive, continuous year thereafter if no sick leave is taken in any such year.

G. Sick Leave Payment at Retirement:

For retirement purposes, each unused sick day shall be capped at one hundred and fifty dollars ($150.00) per unused sick day. Employees will receive upon their twenty-five (25) year retirement, a cash settlement of one hundred and fifty ($150.00) per day for each day of unused sick time up to a maximum of $15,000 in accordance with public law 2010 Ch.3. Sick bonus days are not included in the cash settlement.

Public Works employees are to submit all sick and vacation time cards directly to the Business Administrator who will keep track of their time.

ARTICLE IX

FUNERAL LEAVE

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

B. The "immediate family" shall include only spouse, father, mother, brother, sister, son, daughter, stepchild, father-in law, mother-in-law, step-parent, step-parent in law, grandmother, grandfather, grandchild, domestic partner, or relative living with the employee.

C. The Employer may require reasonable verification of the event.

D. Such bereavement leave may be taken in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of bereavement.

E. An employee may make a request of the Department Head or his designated representative for time off without pay to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE X
INSURANCE

A. The first of the month following the completion of Sixty (60) days of service, Full Health Insurance options offered for all Union employees, to include health, dental, vision and prescription.

B. The Employer has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits including coverage, co-pays, coinsurance and cost is provided. The new plan would be reviewed with the Union prior to implementation.

C. The Employer agrees to provide medical insurance benefits provided in 1992. Effective December 1, 1994, or as soon as possible thereafter, employees shall be enrolled in the UFCW Prescription Plan and the "Employer" plan shall be discontinued. Part-time employees are not entitled to medical insurance.

D. The Borough agrees to pay the necessary contributions to maintain the benefits in effect as determined by the Trustees of the Fund effective May 1st of each year for the UFCW Prescription and Vision plans.

E. If it is determined that the Borough of Bradley Beach is responsible for the payment of disability benefits/back compensation of benefits for some bargaining units, then all bargaining units will be compensated accordingly.

F. The Borough will offer an opt-out payment regarding Health Benefits. The opt-out payment would only apply to any employee currently enrolled in health benefits as of 12/31/13. Should a life changing event, as defined by the NJ State Health Benefits handbook, take place, the employee may opt back into the Health Coverage. The opt-out payment would then be prorated in the subsequent year for that opt-in calendar (Jan.-Dec.) year of coverage. The Borough agrees to provide the following payments the first pay of December of each year.

a.	Single Coverage	$ 1400.00
b.	Employee plus one	$ 2000.00
c.	Family Coverage	$ 3500.00

Employees must provide proof of health insurance coverage provided elsewhere. (As per the ACA, everyone must be covered)

G. As of January 1, 2000, the Employer will allow all employees to be enrolled in New Jersey State Disability Insurance.

H. The Borough requires employee participation in the cost of providing health benefits.

For the duration of this contract, all employees receiving health insurance shall contribute toward the cost of said health insurance at the Chapter 78 "Tier 4" level. The cost share cap shall be twenty percent (20%) for the life of this Agreement.

HOLIDAYS

A. Definition - Holiday may include those days established annually by a resolution of the Borough Council and may include recognized national, state or local holidays.

B. There shall be thirteen (13) holidays per year. One (1) floating holiday (Birthday) with two (2) additional floating holidays. Total of thirteen (13) holidays with an additional three- (3) floating holidays. Dispatchers have thirteen (13) holidays with additional three (3) floating holidays.

C. Any employee who is on leave of absence (i.e. injury leave, workers' compensation or other unpaid leave) shall not be eligible for paid holidays, which fall during the employee's leave of absence (i.e. injury leave, workers' compensation or other unpaid leave.)

ARTICLE XII
WORK-INCURRED INJURY

A. Employees, who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Department Head.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

C. If an employee becomes injured while at work, he shall promptly obtain first aid or medical attention and then report the injury to their Department Head. The employee shall follow the
guidelines posted at Borough Hall for follow-up.

D. When an employee is injured in the line of duty, the Employer shall provide the employee with a leave of absence for up to three (3) months with take-home pay equal to that which would be provided to the employee if the employee continued working at regular pay without overtime, holiday or other pay. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

E. If an employee fails to return to work for full-time employment with six (6) months of a work-related injury, he/she may be terminated from employment.

ARTICLE XIII
MILITARY LEAVE

A. Any full-time employee, who is a member of the National Guard, Naval Militia, Air National Guard or a Reserve component of any of the Armed Forces of the United States is required to engage in field training shall be granted a Military Leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

B. When an employee not on probation has been called to active duty or inducted into the Military or Naval Forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active Military service and all employee benefits shall cease. Such an employee shall be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports to work with the Employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his/her recovery so long as the recovers occurs within two (2) years from the date of discharge.

ARTICLE XIV
LEAVE OF ABSENCE WITHOUT PAY

A. The employee may request a leave of absence without pay, not to exceed thirty (30) calendar days, by submitting in writing all facts bearing on the request to his/her Department Head, who will append his/her recommendations and forward the request to the Borough Administrator. The Employer will consider each such case on its own merits and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Employer. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable.

B. Maternity Leave:

Employees shall receive ninety (90) days of maternity leave, six (6) weeks of which will be paid leave.

ARTICLE XV
DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, sexual orientation, national origin or political or union affiliation.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership in the Union.

ARTICLE XVI
PROBATIONARY PERIOD

All employees hired or promoted during the term of this Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Employer reserves the right to demote a probationary employee for any reason. An employee, if demoted, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head for a period of forty-five (45) days with notification being given to the Union and the employee.

For new hires within the Department of Public Works a probationary condition will apply for the first two (2) years of employment; this is distinct from the salary treatment in those same two (2) years.

ARTICLE XVII
SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or

applications shall continue in full force and effect.

ARTICLE XVIII
PERSONAL DAYS

Employees covered under this Agreement shall be allowed six (6) days of personal business leave annually with the approval of the Department Head. The form for requesting such leave shall contain a list of possible reasons for which such leave may be taken, as follows:

A. A personal business day application, except in cases of emergency, shall be made at least five (5) working days prior to the personal day to be taken.

B. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day unless in an extreme emergency and the Employer may require proof.

ARTICLE XIX
OUTSIDE EMPLOYMENT

Employees who are hired after the ratification of the 2017 contract will not be permitted to engage in outside employment that conflict with the responsibilities to the Borough. Employees wishing to engage in outside employment must inform their immediate supervisor of their intention to do so. However, the employee recognizes his/her primary employment responsibility to this Employer and will therefore be available, immediately following tours of duty, upon reasonable notice by the Employer, if he/she is called back to perform service on an emergency basis at hours other than during his/her normal tour of duty. Employees will be advised by the Department Head of the location, nature and times of such outside employment, which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency. Such outside employment is subject to the issuance of a work permit at the sole discretion of the Department Head. Such a request shall not be unreasonably denied.

ARTICLE XX
JURY DUTY

A. An employee who is required to serve as a grand or petit juror shall be paid his/her regular rate of pay by the Employer. Any compensation the employee receives, as a juror shall be returned to the Employer.

B . Procedure: An employee who is summoned for service as a grand or petit juror shall immediately provide his/her Department Head with a copy of the summons so that arrangements may be made to cover his/her assignments.

C. If the employee is released prior to 3:00 PM from jury duty, he/she shall return to work.

ARTICLE XXI
SHOP STEWARD

A. The Union shall notify the Employer in writing as to the names of the Chief Steward and the Alternate Chief. No more than one (1) Chief Steward and one (1) Alternate Chief are to be designated by the Union. In addition, the Union will designate one (1) Department Steward, who will represent all Departments in the Union.

B. The Department Steward shall be permitted to visit with employees during working hours at their workstations for the purpose of investigating grievance matters by obtaining prior permission from the Department Head of the Department. Such permission will be granted as long as the work of the Department is not impaired.

C. The Steward shall not give orders to employees nor countermand orders or supervisory personnel.

D. The Borough Agrees to sixteen (16) hours of Paid Leave per year to the Stewards for the purpose of attending the Union's Shop Steward Training Seminar.

E. Safety Committee. Stewards shall be entitled to attend the Safety Committee meetings scheduled throughout the buildings covered under this agreement.

ARTICLE XXII
SENIORITY, LAYOFFS AND RECALLS

A. Employees shall be laid off in the order of least total employment seniority provided, however, that the more senior employee must be capable and qualified to perform the available work. Seniority shall be defined as an employee's total length of continuous full-time service with the Employer, beginning with the last date of hire. Seniority is applied and preserved within each department.

B. Notice of re-employment to an employee, who has been laid off, shall be made by Certified Mail to the last known address of such employee.

C. Each employee is required to notify the Employer of any change of address and/or telephone number within two (2) working days of said change.

D. Employees shall retain recall rights for a period of one (1) year from the date of layoff. Upon notice of recall, employees shall, within thirty-six (36) hours, make arrangement with the employer for their return to work. Employees shall be required to return to work within ten (10) days from the notice of recall.

ARTICLE XXIII
FULLY-BARGAINED PROVISION

A. The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

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

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings oral or written, expressed or implied, between the parties all shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The Union, for the life of this Agreement, herby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in any agreement.

D. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreement. No act or things done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship or the parties hereto.

E. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing only executed by both parties.

ARTICLE XXIV
DISPATCHERS HOURS AND OVERTIME

A. The annual work schedule shall consist of not more than two hundred sixty (260), eight (8) hour shifts per year. Any time worked beyond the said amount shall be considered overtime. At the option of the employee, any time over and above two hundred sixty (260) shifts shall be taken as adjust-time off or to be paid overtime. Employees who are required to work overtime will be compensated at the rate of time and one-half of the normal hourly rates of the said employee.

B. Any employee recalled during times other than his regular tour of duty, shall be guaranteed a minimum of two (2) hours overtime at the rate provided therein.

C. Employees shall have the option to request pay or compensatory time off. Compensatory

time off requested in lieu of overtime pay shall be issued one and one-half (1½) times the actual hours worked in overtime not to exceed a maximum accumulation of eighty (80) hours. Compensatory time off shall be granted at the discretion of the Chief of Police or his designee.

D. Compensation for overtime shall be paid to employees at the end of the pay period in which this overtime was worked.

E. If in the event that an employee should have to attend a court appearance (s) whether municipal, superior or civil, which related to a matter involving the employees direct involvement with the police department, he shall be paid overtime at the rate provided herein with the minimum recall time of two (2) hours. (An employee who is required to serve as a grand or petit juror shall be paid his regular rate of pay by the Employer. If the employee is released prior to the time end of his regular tour of duty, he shall return to work.)

F. Any employee attending a school shall be paid straight time providing the school is scheduled during times other than the employee's regular tour of duty. Straight time shall be paid at the rate provided herein.

G. The Chief of Police or his designee may, from time to time, call general meetings for the purpose of instruction and/or procedural guidance and information excluding any formal training. Such meetings shall not exceed six (6) meetings per calendar year. Any additional meetings called by the Chief of Police or his designee in an excess of six (6) meetings per calendar year, shall permit any attending employee to be paid overtime at the rate provided herein.

H. Any employees requested to attend in-house department training, such as computer instruction, shall be paid straight time not overtime.

I. Employees may have the option to accept a mutual switch in shifts with another employee providing the shift is covered and the Chief of Police or his designee approves the change within eight (8) hours before the respective shift is to begin.

J. Dispatchers are to receive a twenty (20) minute dinner/lunch break.

ARTICLE XXV
LABOR/MANAGEMENT MEETINGS

Section 1. The Union and the Employer agree to sit down on a quarterly basis to discuss problems of mutual interest. These meetings shall be scheduled between the Union representatives and Management representatives. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

These meetings are not intended to circumvent the grievance procedure, but are to encourage open and free communication of existing problems concerning both parties.

does not matter should the entities be governed by the Walsh Act, Municipal Manager Law or any of the Faulkner Act forms of government.

ARTICLE XXVII
DURATION

This Agreement shall be in full force and effect as of January 1, 2020 and remain in effect to and including December 31, 2022 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days no later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Bradley Beach, New Jersey, on this _____ day of _____.

BOROUGH OF BRADLEY BEACH

_____

Gary Engelstad
Mayor

_____

Attest

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 152

_____

Brian String
President

_____

Daniel J. Ross Jr.
Director, Collective Bargaining

_____

Chad Brooks
Director, Organizing