

MEMORANDUM OF UNDERSTANDING

BETWEEN

BOROUGH OF BRIELLE

AND

BRIELLE PUBLIC WORKS EMPLOYEES' ASSOCIATION

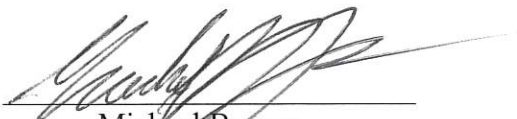
JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

MEMORANDUM OF AGREEMENT

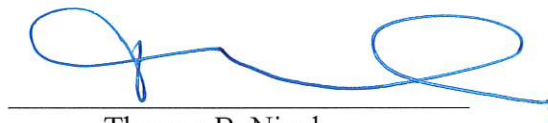
The attached Settlement Proposal, dated December 21, 2022, having been found to be acceptable by both the Brielle Public Works Employee Association and the Borough of Brielle, shall be incorporated in its entirety as the basis for a three year agreement beginning January 1, 2023 and ended on December 31, 2025.

The salary for 2023 shall be determined in accordance with the individual placements within the accepted salary chart as it appears on page two (2) of the attached settlement proposal.

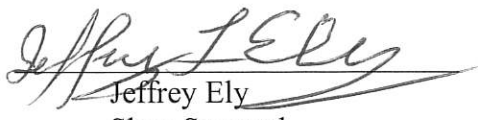
Both parties further agree that the Borough may appoint an Assistant Foreman with the understanding that this position will entitle the designated employee to a stipend that shall be determined on an annual basis. The stipend shall be separate and not included in the base pay.



Michael Burger
Shop Steward



Thomas B. Nicol
Mayor



Jeffrey Ely
Shop Steward



Carol Baran
Municipal Clerk

DEPARTMENT OF PUBLIC WORKS 2023 SALARIES

EMPLOYEE	SALARY	6% H.B.	24 PAY SCHEDULE
Brown, J.	\$70,500	\$4,230	\$176.25
Brown, K.	\$50,500	\$3,030	\$126.25
Liquori, B.*	\$61,250	\$3,630	\$151.25
Pruden, M.	\$42,500	\$2,550	\$106.25
Saito, A.	\$50,500	\$3,030	\$126.25

***Includes \$750.00 stipend as Assistant Working Foreman. Stipend is in addition to base pay and is to be determined on an annual basis. Stipend is not included in the health benefit calculation.**

Working Foreman

Burger, M.	\$93,000	\$5,580	\$232.50
Ely, J	\$93,000	\$5,580	\$232.50

December 21, 2022

Mr. Thomas Nolan
Borough Administrator
601 Union Avenue
Brielle N.J. 08730

Re: Settlement Proposal Brielle Public Works Employee Association Three Year (3) settlement

Dear Mr., Nolan

Enclosed please find the Association's settlement proposal, which if you find acceptable will constitute a three (3) year agreement with the Borough of Brielle.

The enclosed proposal is based on your salary offer with minor revisions. Your proposal of a seven (7) step guide is acceptable to the Association. We have placed the unit membership based on their 2022 salary and located them at the next highest step for permanent placement in 2023 and movement in the following years.

Proposed Salary Offer

The BPWEA proposes the following three (3) year guide:

	2023 Effective 1/1	2024 Effective 1/1	2025 Effective 1/1
1.	\$38,500	40,500	42,500
2.	42,500	42,500	44,000
3.	45,500	45,500	46,000
4.	50,500	50,500	50,500
5.	55,500	55,500	55,500
6.	60,500	62,000	63,000
7.	70,500	72,438	74,430

All BPWEA members shall be placed on the 2023 7 step guide based on 2023 and movement of one step in 2024 and 2025.

The only modification of the guide was the maximum increase being 2.75% for all three years. This increase was to coincide with other settlements in the Borough.

The individual placement per member for 2023 is as follows:

	2022	2023	
J. Brown	65,900	70,000	(7) step - Max
K. Brown	47,266	50,500	(4-5-6) step
B. Liquori	56,500	60,500	(6) step – 7 Max
M. Proden	41,000	42,500	(2-3-4) step
A. Saito	46,000	50,500	(4-5-6) step

The only major change was in the Forman Category where Mike Berger joined Jeff Ely on your proposed salary.

The salary of \$93,000, \$97,000 and \$103,000 would be for both Forman.

I would point out the reason for the move is the workload for Mr. Berger has doubled for the last two years.

This increase is offset by the loss of Tom Murphy and Tim Fitzmaurice salary which more then covers this salary issue.

The \$3,000 per year salary adjustment for Forman was included as part of the base salary.

On language changes and incorporation, I have listed each article separately and included all discussion changes.

Language Modifications:
Utilizing your proposal outline.

Article 1	Agreed
Article 2	Agreed
Article 3	Agreed "Maximum of three"
Article 4.	Agreed
Article 5	Agreed
Article 6	Agreed

Article 7. Agreed

Article 8. This Article Rules and Regulations reflects the specification of Chapter 303 PL NJ and Chapter 123 PLNJ (PERC)

I deleted the last line as well, pertaining to scheduling of a grievance.

Article 9 Agreed

Article 10 Agreed

Article 11 Agreed

Article 12 Agreed

Article 13

The following changes were made:

#2 Deleted 5 days inserted three (3) days

#5 Deleted

#6 becomes number 5 and the new six reads as follows:

Upon retirement from Borough employ an employee shall be able to receive compensation for unused sick leave at the rate of $\frac{1}{2}$ the monetary value up to a maximum of \$15,000.00

Article 14 Agreed

Article 15 Modified as follows:

During the first year of employment one working day for every two months of employment

2nd year to 7th year 10 days

7 to years to 15 is 15 days

15 years thereafter is 20 days

Personals Days remain at four (4)

Article 16 Agreed

Article 17 #3 deleted

New Insert

The Borough compensates employees who opt out of health benefit care with two payments of \$2,500.00 with payments in July and January.

Article 18

Association proposal under #1~~8~~ deleted

Show~~er~~ and clothing allowance shall be \$1,000.00 per year (#5)

Article 19 Agreed

Article 20 Agreed

Article 21

#2 as proposed by the Association is deleted

Article 22 Agreed

Article 23 Agreed

Article 24 3 year agreement is acceptable.

A handwritten signature in black ink, appearing to read "S. Keen", with a long horizontal line extending to the right.

Salary

1. For each year of the agreement, each member shall have their base salary increased by \$1,600.00 a year for each year of the agreement.
2. For members affected by their status as on call, their base salary shall be increased by \$1,000.00 in each year of the agreement in addition to their agreed upon salary increase
3. The members of the Public Works Association agree to a uniform co-pay of \$15.00
4. The present health benefit contribution presently in effect in 2016 shall be deleted. The new Health Benefit Contribution shall be as follows:

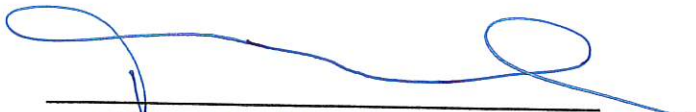
2017 – 10% of each member's base salary

2018 – 8% of each member's base salary

2019 – 6% of each member's base salary

The 2019 percentage shall be subject to the parties renegotiation and or remain at 6%.

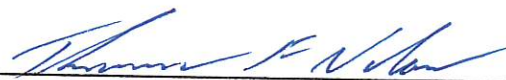
The parties hereby recommend the above for ratification



Thomas B. Nicol
Mayor



Jeffery S. Elzy



Borough of Brielle Thomas F. Nolan
Clerk



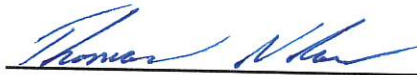
Brielle Public Works Employee Association

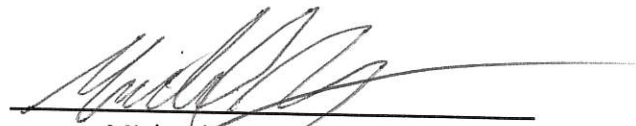
BRIELLE DEPARTMENT OF PUBLIC WORKS

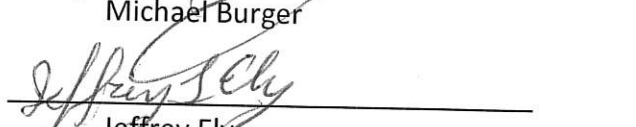
2017 SCHEDULE OF ANNUAL SALARY & HEALTH BENEFIT DEDUCTIONS:

EMPLOYEE	2017 SALARY	BENEFIT DEDUCTION (10%)	PER PAY (24)
Brown, J.	\$56,000.00	\$5,610.00	\$233.75
Burger, M.	\$60,100.00*	\$6,010.00	\$250.41
DeSilva, D.	\$76,100.00	\$7,610.00	\$317.08
Ely, J.	\$70,600.00*	\$7,060.00	\$294.16
Fitzmaurice, T.	\$68,600.00	\$6,860.00	\$285.83
Hanlon, J.	\$39,200.00	\$3,920.00	\$163.33
Liquori, B.	\$46,600.00	\$4,660.00	\$194.16
Tilton, C.	\$76,600.00	\$7,660.00	\$319.16
Weiss, J.	\$83,100.00	\$8,310.00	\$346.25

Implentation 1/1/17.


Thomas Nolan


Michael Burger


Jeffrey Ely

**MEMORANDUM OF AGREEMENT
BETWEEN THE BOROUGH OF BRIELLE
AND THE BRIELLE PUBLIC WORKS EMPLOYEES
ASSOCIATION**

Duration: This memorandum shall amend the current contract, but only to the extent that the changes are listed hereinafter

Salary: In 2013 all salaries shall increase 2.5%. In 2014 that increase shall be 2.5%, and in 2015 the increase shall be 2.5%.

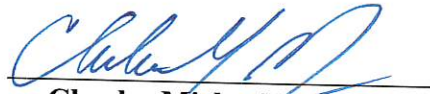
Call-Back: When an employee of the Water Utility is on call-back time, said employee shall receive an increment of \$750.00 in each contract year to a maximum of \$3,000.00 per employee.

Quasi-Assistant Superintendent:

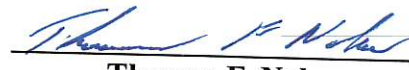
Nothing shall prohibit the Borough from the selection of a union employee for the position of Assistant Superintendent. Said individual shall be trained to assume the duties of Superintendent and will assume same in the event of the former's absence due to illness, vacation time, or retirement. Nothing shall prevent this individual from continuing to perform the tasks of his Union position and he shall remain a member of that union until such time as he or she may be promoted to a managerial position.



**Thomas B. Nicol
Mayor**


**Charles Michael Burger
Union Representative**

Attest:


**Thomas F. Nolan
Administrator/Clerk**
**Jeffrey Ely
Union Representative**

MEMORANDUM OF UNDERSTANDING

Between

The Borough of Brielle

And

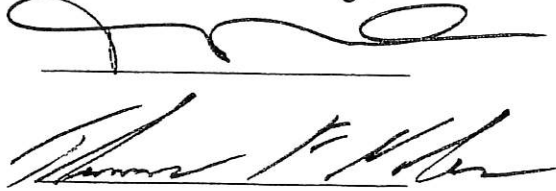
The Brielle Public Works Employees Association

The parties to this collective agreement, the Borough of Brielle, hereinafter referred to as the Borough, and the Brielle Public Works employees Association, hereinafter referred to as the Association, hereby agree to the following terms of their collective agreement for the years commencing January 1, 2010 through December 31, 2012.

The parties herein agree to the following:

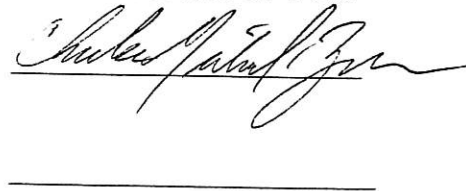
- (1) Duration – Three (3) years agreement as specified above (2010 – 2012)
- (2) Salary – See attached
- (3) The parties, Borough and Association, shall meet to continue to address common language specification to be incorporated into a complete master agreement incorporating all prior understandings under the expired collective agreement inclusive of all stipends and understandings.

On behalf of the Borough



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On behalf of thee BPWEA



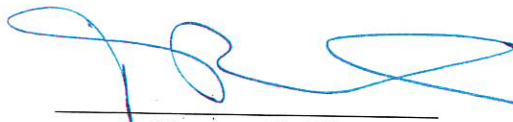
Two handwritten signatures are present, each followed by a horizontal line. The first signature is a stylized cursive script, and the second is a more legible cursive script.

DPW Proposal Net Result 3% per annum over three years.

Employee	Current Salary	1.5%	1.5%	1.75%	1.75%
Brown, J.	\$44,075.00	44,736.12	45,407.16	46,201.78	47,010.31
		2%	2%		
		47,905.51	48,909.52		
Burger, M.	\$43,013.00	43,658.13	44,313.06	45,090.53	45,879.61
		46,797.20	47,733.14		
Davis, S.	\$41,513.00	42,135.69	42,767.72	43,516.15	44,277.68
		45,163.23	46,066.49		
DeRose, G.	\$51,763.00	52,539.44	53,327.53	54,260.76	55,210.32
		56,314.52	57,440.81		
DeSilva, D.	\$60,475.00	61,382.12	62,302.85	63,393.14	64,502.51
		65,792.56	67,108.41		
Ely, J.	\$51,763.00	52,539.44	53,327.53	54,260.76	55,210.32
		56,314.52	57,440.81		
Fitzmaurice, T.	\$54,325.00	55,139.87	55,966.96	56,946.38	57,942.94
		59,101.79	60,283.82		
Liquori, B.	\$36,388.00	36,933.82	37,487.82	38,143.85	38,811.36
		39,587.58	40,379.33		
Tilton, C.	\$57,913.00	58,781.69	59,663.41	60,707.51	61,769.89
		63,005.28	64,265.38		
Weiss, J.	\$64,525.00	65,492.87	66,475.26	67,638.57	68,822.24
		70,198.68	71,602.65		

**MEMORANDUM OF AGREEMENT
BETWEEN THE BOROUGH OF BRIELLE
AND THE BRIELLE PUBLIC WORKS EMPLOYEES
ASSOCIATION**

- Duration:** This memorandum shall amend the current contract, but only to the extent that all amendments are listed hereinafter. This contract shall be for a one year period and shall terminate on December 31st, 2016.
- Salary:** In 2016 all employees shall receive a flat increase in accordance with the schedule that is amended to this memorandum of agreement.
- Call-Back:** Since an employee of the Water Utility is subject to call-back time and the necessity of making weekend rounds, said employees shall have \$3,000 previously referenced to as a "stipend" added to their base pay and shall be pensionable.



**Thomas B. Nicol
Mayor**



**Charles Michael Burger
Union Representative**

Attest:



**Thomas F. Nolan
Administrator/Clerk**



**Jeffrey Ely
Union Representative**

	CURRENT	3%	ROUNDED TO FLAT
Brown	52,672.00	54,252.16	54,500.00
Burger	55,448.00	57,111.44	57,500.00
DeSilva	72,272.00	74,440.16	74,500.00
Ely	65,902.00	67,879.06	68,000.00
Fitzmaurice	64,920.00	66,876.60	67,000.00
Hanlon	36,500.00	37,595.00	37,600.00
Liquori	43,486.00	44,790.00	45,000.00
Tilton	72,360.00	74,530.80	75,000.00
Weiss	83,000.00	85,490.00	85,500.00

THE BOROUGH OF BRIELLE
AND
TEAMSTERS LOCAL 97 OF NEW JERSEY

This Agreement made on the ____ day of _____ by and between the Borough of Brielle a Municipal Corporation of the State of New Jersey hereinafter called "the Borough" and Teamsters Local 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called "the Union", with its principal place of business at 853 Mount Prospect Avenue, Newark, New Jersey 07104.

WHEREAS, both parties to this Agreement are desirous of reaching amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into a complete agreement concerning all terms and conditions of employment.

NOW THEREFORE, in consideration of the terms, conditions and mutual promises and covenants hereinafter set forth, the parties agree as follow:

ARTICLE I

RECOGNITION

1. The Borough recognizes the Union as the exclusive representative of all permanent blue collar, non-supervisory employees in the Department of Public Works, including Sanitation Division and Shade Tree Commission and Recreation Commission of the Borough of Brielle, County of Monmouth, State of New Jersey, for the purpose of collective negotiations with respect to the terms and conditions of employment.

2. The parties recognize and affirm that their relationship is governed by the New Jersey Public Employment Relations Act, Chapter 303 of the laws of 1968 (NJSA 34:13A-1 et seq.) and they are bound by the rules and regulations of the New Jersey Public Employment Relations Commission as they exist on the date of this Agreement.

3. The Borough will notify the Union once every three (3) months of names, addresses, birth date, classification, rate of pay and social security number of any new employees covered by this Agreement.

CHECK OFF

AGENCY SHOP & DUES DEDUCTION

Section 1

Any permanent employee in the bargaining unit on the date of execution of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the union, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation fee to the Union by automatic payroll deduction. The Representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township. For the purposes of this provision, employees who are re-appointed from year to year shall be considered to be in continuous employment.

Section 2

The Township after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to the Secretary-Treasurer of the Union.

Section 3

In making the deductions and transmittals as above specified, the Township shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.

Section 4

The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Union and the Township, whichever is the shorter period.

Section 5

The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

ARTICLE II

VISITATION AND BULLETIN BOARD

1. The Union representative will be permitted to visit Union stewards or their alternates on Borough premises to discuss Union business provided such visits do not interfere with Borough business.
2. The Borough will supply one (1) bulletin board for use by the Union in the Borough Garage at a place convenient for all employees. The bulletin board shall be

used only for notices pertaining to Union business. It shall be the responsibility of the chief Union steward to supervise the contents of the bulletin board, which shall not include any political endorsements of political material.

ARTICLE III

STEWARDS

1. The Borough and Union agree that the Union shall designate one (1) chief steward for the entire bargaining unit and one (1) alternate steward.
2. The alternates shall act in the absence of the stewards. The term "absence" is defined to mean not present on the job on a specific day.
3. The designated stewards shall have the right to receive and present grievances in accordance with the provisions of this Agreement.
4. The designated stewards shall suffer no loss of pay for time taken during working hours to settle grievances when, in the opinion of the supervisor, the grievance requires immediate attention.
5. The Union negotiating team will be given full pay for time spent in contract negotiations with Borough officials or its designated representatives during regular working hours. No more than five (5) employees of the Borough shall be on the Union negotiation team. It is agreed that the parties need not negotiate during regular working hours and that they will negotiate at such times and places that are mutually convenient.
6. The Union will give the Borough a written list of all stewards and alternates and notify the Borough of any changes within 2 working days.

ARTICLE IV

GRIEVANCES

1. A "grievance" is hereby defined as any difference or dispute between the Borough and any employee covered by this Agreement with respect to the interpretation, application or violation of any of the provisions of this Agreement.

2. The procedure for settlement of grievances shall be as follows:

Step 1

The aggrieved employee and the designated alternate steward, or in his absence the chief steward shall present and discuss the grievance with his immediate supervisor within two (2) working days of the occurrence of the same. Any grievance not presented within two (2) working days of occurrence is deemed waived. The immediate supervisor must reply to the grievance within two (2) working days of its presentment to him.

Step 2

If the grievance is not settled at Step 1 it shall be reduced to writing by the aggrieved party within two (2) working days of the reply from the supervisor. One copy shall be given to both a Councilman designated by the Borough and the head of the department involved. The department head and the chief steward shall meet within two (2) working days of the receipt of the written grievance to attempt to settle the grievance. They shall complete this step within five (5) days of their initial meeting. Any grievance not reduced to writing and presented to the department head and the Councilman within two (2) working days of the failure to settle pursuant to Step 1 is deemed waived. The Borough will give a written receipt.

Step 3

Within three (3) working days after an unsatisfactory decision under Step 2, such decision may be appealed to the Mayor and Council. First the Council Commissioner

together with the Council Committee for the employees covered by this Agreement and the Borough Administrative Assistant shall act as hearing officers and make recommendations to the Mayor and Council for the appropriate action to be taken. An appeal may then be taken to the Mayor and Council and shall be in writing and shall set forth the facts related thereto, each specific issue with which the Union disagrees with the decisions at Step 2 and the action requested to be taken by the Mayor and Council. In the event an appeal is not timely filed in writing with the Mayor and Council the decision at Step 2 shall be final and the matter shall be considered closed. The time to file may be extended only by written consent of all parties. Within five (5) working days after the appeal has been filed with the Mayor and Council a hearing shall be held with the Union and the Mayor and Council and the Mayor and Council shall thereafter communicate its decision in writing to the Union in a reasonable period of time.

3. Nothing contained in this Article shall limit the right of an employee to process his own grievance provided, however, the Union shall be notified by the Borough of all such situations and shall have the right to be present during the same, and, further provided that any agreement reached with any such employee shall not violate this Agreement.

4. Failure to proceed within the times set forth in this Article shall be conclusively deemed a waiver of the right to grieve and the right to a determination.

5. All management rights and prerogatives shall be excused from the grievance procedure contained in this Article unless specifically included hereinafter. This provision is subject to the laws of the State of New Jersey.

ARTICLE V

ARBITRATION

1. If a grievance is not settled pursuant to Article IV such grievance shall at the request of the Borough or the Union be referred to the State Board of Mediation for

selection of an Arbitrator according to its rules. Such referral must be made within seven (7) working days of the failure to settle the grievance under Step 3. Failure to proceed within the time set forth for arbitration shall be conclusively deemed a waiver of the right to arbitration.

2. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. The arbitrator appointed under the above procedure shall be limited to interpretations of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties' under the Agreement.

4. It is expressly agreed that the following are not subject to arbitration:
- a. All managerial rights and prerogatives as defined by the laws of the State of New Jersey.

ARTICLE VI

MANAGEMENT

1. Nothing in this Agreement shall interfere with the right of the Borough in accordance with applicable law, rules and regulations to:

- a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
- b. Manage employees of the Borough, to hire, promote, transfer, assign or retain employees in positions with the Borough and in that regard establishes work rules.

c. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable cause, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

ARTICLE VII

SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of lay-offs and recalls and vacations. In each such case, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

2. Following an appointment to a full-time position of employment, employees shall be probationary employees for a twelve (12) month period. The Borough, upon written notice to the Union, may in its discretion, extend the probationary period for an additional three (3) months when in its judgment such extension is required. However, it shall not be the policy of the Borough to routinely extend the probationary period. An employee may be dismissed by the Borough during the probationary period without recourse. Employees under probation shall not have recourse to any grievance or arbitration procedure under this Agreement.

3. An employee who has completed the probationary period shall receive any increases to which he may be entitled but there shall be no retroactivity.

4. The seniority of an employee is defined as the length of full time service as a Borough employee dating back to his first date of hire.

5. In the event of lay-offs and rehiring, the last person hired shall be the first

person to be recalled in accordance with his seniority, provided the more senior employee is able to do the available work in a satisfactory manner.

6. The Borough shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated quarterly and shall be posted on the Union bulletin board, showing employee's name, classification, and seniority date.

ARTICLE VIII

POSTING AND VACANCIES

1. All new and vacant positions in the Department of Public Works shall be given to the chief steward for posting on the Union bulletin board. Employees who wish to apply for such vacancies shall make a request in writing to the department head and to the designated Councilman for consideration.

2. It shall be the policy of the Borough to fill vacancies from within the employees who comprise the bargaining unit. When ability, training, education, experience and personal fitness for the position are equal, employees with seniority will be given preference.

3. The Union may contest the Borough's determination as to the ability, training, education, experience and personal fitness for the position of an employee to perform the work pursuant to the grievance procedure.

ARTICLE IX

LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons.

- a. Voluntary quitting. A Voluntary quitting shall mean failure to report back for work no later than the beginning of the next workweek following the conclusion or termination of a leave of absence.
- b. Discharge for just cause.
- c. Failure to report for work within twenty-four (24) hours (when called back after a lay-off) after receipt of a telegram or registered letter unless such failure is mutually agreed between the Borough and the Union to be excusable.
- d. Failure to be called back to work for a period of twelve (12) months after a lay-off, unless a greater period of time is established by mutual agreement between the Borough and the Union.
- e. Additional but not exclusive reasons for loss of seniority are set forth in Section 14.3 of the Ordinance #72-12 which is incorporated herein as if set forth at length.

ARTICLE X

LEAVE OF ABSENCE

- 1. A permanent employee may request a leave of absence without pay for a period not to exceed thirty (30) days.
- 2. A leave of absence may be renewed upon request of the employee for reasons of personal illness, disability, or other reasons deemed proper by the Borough.
- 3. The Borough reserves the right not to grant a request for a leave of absence and further reserves the right to revoke a leave of absence for good cause for emergency reasons upon written notice of 5 working days. However, requests for leaves of absence will not be unreasonably denied.

4. All decisions of the Borough regarding leaves of absence shall be discretionary, subject to grievance.

5. At the expiration of such leave the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.

6. Seniority shall be retained and shall accumulate during all personal leaves of absence. All other benefits shall not accrue during personal leaves of absence.

7. In cases of illness not covered by Workman's Compensation, the Borough will grant an additional leave of absence without pay up to ninety (90) days beyond accumulated sick leave upon presentation by the employee of sufficient medical evidence of the illness satisfactory to the Borough.

8. Any employee who is on a leave of absence for more than ninety (90) days and is then terminated and subsequently applies for rehire within one (1) year of his anniversary date of termination shall be given first preference if he is physically able to perform the job.

ARTICLE XI

DISCHARGE & DISCIPLINE

1. A permanent employee may be discharged, suspended or otherwise disciplined for just cause. Just cause shall include but not be limited to:

a. Neglect of duty or tardiness.

b. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.

- c. Incompetency, inefficiency, or incapacity due to mental or physical disability.
- d. Insubordination or serious breach of discipline.
- e. Consumption of controlled dangerous substances or alcoholic beverages, being under the influence of controlled, dangerous substances in violation of Title 24 or being intoxicated while on duty.
- f. Violation of departmental rules and regulations.
- g. Violation of the Borough code of ethics.
- h. Commission of a criminal act.
- i. Participation in political activity prohibited, as defined in Section 15 of Borough Ordinance #72-12 which is incorporated herein as if set forth at length.
- j. Engaging in an illegal work stoppage.
- k. Conduct unbecoming a public employee.

2. Any discharge, suspension or other discipline, which results in loss of pay, shall be subject to grievance and arbitration. Letters of reprimand or verbal warnings shall be subject to grievance but not to arbitrator.

3. A grievance by an employee claiming that he has been unfairly discharged or suspended must be submitted to the Borough in writing within two (2) working days of the disciplinary action.