

AGREEMENT

THE BOROUGH OF BRIELLE

AND

THE BRIELLE PUBLIC WORKS EMPLOYEE ASSOCIATION

EFFECTIVE 1/1/2033 THROUGH 12/3/2025

THE BOROUGH OF BRIELLE

AND

BRIELLE BOROUGH PUBLIC WORKS EMPLOYEE ASSOCIATION

This Agreement made on the 11 day of January by and between the Borough of Brielle, a Municipal Corporation of the State of New Jersey hereinafter called the "Borough" and with the Borough of Brielle Public Works Employee Association hereinafter called the Association.

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 Association exclusive representative of all permanent blue collar, non-supervisory employees in the Department of Public Works, 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 Association once every three (3) months of names, addresses, birth date, classification, rate of pay of any new employees covered by this agreement.

ARTICLE 2
MANAGEMENT RIGHTS

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 the positions with the Borough in that regard establishes work rules.
 - c. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for the just 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.
 - d. The Association recognizes that outside of the above acts of insubordination, drinking alcohol while on the job, commission of a

criminal act and other offenses shall constitute serious violations and loss of pay.

- e. All discharges, suspensions, and other discipline which would result in loss of pay shall be subject to the grievance procedures and arbitration.

ARTICLE 3

EMPLOYEE RIGHTS

1. No employee shall be disciplined, reprimanded or reduced in rank or seniority without just cause.
2. All actions taken by any agent of the Borough shall be subject to the grievance procedure contained within this Agreement.
3. The Association shall have one (1) bulletin board for use of Association business and posting.
4. The use of this board shall be only for the Association members.
5. The Association shall notify the Borough of the officers designated to process its grievances before the Borough Administrator.
6. The designated representatives shall have the right to receive and present grievances in accordance with the provisions of this Agreement.
7. The designated representative 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,
8. The Association negotiating team will be given full pay for the time spent in contract negotiations with Borough officials or its designated representatives during regular working hours. No more than three (3) 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.

ARTICLE 4

GRIEVANCE PRODEDURE

- A. A grievance is defined as any disagreement between the Borough and the Association or between the Borough and any member of the Public works Department covered hereunder involving the interpretation, application, or operation of any provision of the Agreement with respect to wages, hours of work, or other conditions of employment, or administrative decision affecting them.
- B. Notwithstanding other statutory procedures, the parties agree to resolve all grievances as herein above defined exclusively through the following procedures:

STEP 1 – The Association through its designated representative shall present and discuss the grievance or grievances orally with the Department Head or his duly designated representative within (15) fifteen days after the occurrence of the facts giving rise to the grievance are known or should have been know. The Department Head shall answer the grievance orally within (4) four days from the date of its presentation.

STEP 2 – If the grievance is not resolved at STEP 1 or if no answer has been received by Association, they may present the grievance in writing to the Department Head within five (5) days after receipt of same.

STEP 3 – If the grievance is not resolved at STEP 2, or if an answer has not been received by the Association within the time set forth in STEP 2, the Association may present the grievance in writing to the Township Administrator three (3) days after the expiration of the time limit set forth in STEP 2. The Township Administrator shall consider the Grievance and may request a meeting of the parties to discuss said grievance or form the date of the meeting, whichever is later.

STEP 4 – If the grievance is not resolved at STEP 3, the Association may present the grievance in writing to the Mayor and Council within three (3) days after the expiration of all time limits set forth in STEP 3. The Mayor and Council shall consider the grievance and may also request a meeting between the parties to discuss said grievance and shall render a final written decision on the grievance within fifteen (15) days from the date of presentation of the grievance or from the date of any meeting, whichever is later.

C. ARBITRATION

- 1. If the grievance has not been satisfactorily resolved in STEP 4 hereof, the Association or the Employer may refer the matter to the Public Employment Relation Commission (PERC) for selection of an arbitrator which shall constitute the exclusive remedy for the parties hereto notwithstanding the

provisions of Agreement or any other provisions of law which may pertain to resolution of disputes involving this matter.

- a. The expense of such arbitration shall be borne equally between the parties and the decision of the arbitrator shall be binding and final upon the parties.
 - b. All submissions to arbitration must be made within ten (10) days following the expiration of the time limits set forth in STEP 4 of the grievance procedure.
 - c. The arbitrator's decision shall be in writing and shall be issued no later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons, and conclusions on the issues submitted. The decision shall be binding on the parties.
 - d. The arbitrator shall be bound by the provisions of the facts presented to him involved in the grievances. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of the Agreement or any amendment or supplement thereto.
 - e. Only one (1) issue shall be presented in each arbitration case unless the parties, by mutual consent, agree to process multiple issues in a single arbitration case. In the case of a class action grievance affecting multiple grievants under the same factual situation, the arbitrator may hear the class action grievance in a single case.
2. All of the time limits contained in the Article of the Agreement may be extended by mutual consent. Unless such time is extended by mutual consent, the failure to observe any of the time limits herein stated for the presentation of the grievance of any step, or submission of said grievance or right to arbitration and settlement thereof.
 3. The parties may consolidate STEP 3 with STEP 4 of the grievance procedure by mutual consent.

ARTICLE 5

POSTING DISCRIMINATION AND COERCION

- A. The Borough agrees to continue its policy of no discrimination interference or coercion against the employee represented by the Association because of membership activity in the Association.

- B. The Association agrees to continue its policy of no discrimination because of non-membership in the Association.
- C. Both the Employer and the Union agree to continue the policy of no discrimination against any employee covered by this Agreement because of race, creed, color, sex, national origin, or political affiliation or statute.

ARTICLE 6

POSTING AND VACANCIES

- 1. All new and vacant positions in the Department of Public Works shall be given to the President of the Association for posting on the Association's 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 Association 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 7

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 six (6) 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. The Borough may dismiss an employee during the probationary period without recourse. Probation 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.

ARTICLE 8

RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be negotiated in advance and discussed with the Association before they are established.

This Article, Rules and Regulations, reflects the specifications of Chapter 303 and Chapter 123, Public Laws NJ (PERC).

ARTICLE 9

LEAVE OF ABSENCE

1. A permanent employee may request a leave of absence without pay for a period not to exceed six months.
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 10

HOURS OF WORK

1. All full time employees in the Borough employ shall maintain the same work schedule for the year commencing January 1st as was in effect the prior year.
2. The practice of breaks and meal periods shall be maintained and in effect.
3. The Borough, with consent of the Association, shall be to affix the starting time of the work day based on events and requirements.
4. Drivers performing snow removal shall be on a modified schedule based on the conditions of the workday. Drivers shall be allowed break time and meal breaks when on snow removal provided by the Borough.

ARTICLE 11

OVERTIME

1. It is mutually agreed that the employees covered by this Agreement are obligated to work overtime when required to do so by the Borough. The Borough whenever practical will give reasonable notice of the need for an employee to work overtime. An employee may be excused from working overtime if there is reasonable and compelling reason. Assignment of overtime shall be based on seniority within job classifications of a rotational basis. The provision is subject to grievance procedure.

2. All work performed on Saturday and Sunday shall be compensated for at the rate of time and one half the regular rate of pay for Saturday and two times (2x) for Sunday.
3. Employees will be compensated at one and one half (1 ½) times the regular rate of pay for management-approved hours worked over their regular workday hours in a workweek. There shall be no compensation for unauthorized hours.
4. All work, inclusive of overtime, shall be performed by unit members as defined in Article 1 Recognition.

ARTICLE 12

HOLIDAYS

1. Except as modified by Section #4, each full time employee covered by this Agreement shall receive his regular days pay at straight time, without working on the following days:

New Years Day	President's Day
Good Friday	Memorial Day
Independence day	Labor Day
Thanksgiving and the	Christmas Day
Day after Thanksgiving Day	Veteran's Day
Martin Luther King's Birthday	Election Day
Columbus Day	

"Compensation Day for work on a Holiday:" All work performed on any holiday shall be paid at two times (2x) the regular rate.

2. Holidays which fall on a Saturday or Sunday may be observed on the preceding Friday or following Monday as mutually agreed by the parties or as established by the State or Federal Government. In no event shall an employee lose an agreed upon holiday. In any year where the Fourth of July falls on a Tuesday the employees covered by this Agreement shall have the preceding Monday (July 3rd) as a holiday. In any year where the Fourth of July falls on a Thursday, the employees shall have the following Friday (July 5th) as a holiday.

ARTICLE 13

SICK LEAVE

1. All permanent full time employees covered by this Agreement who are temporarily unable to work by reason of sickness or injury shall be granted sick leave with pay at the rate of one and a quarter ($1 \frac{1}{4}$) day for each calendar month, during the calendar year to a maximum of fifteen (15) days in one year. Unused sick leave may be accumulated without limitation. No sick leave will be granted until earned. 12
2. An employee absent on sick leave for three (3) days may submit acceptable medical evidence substantiating the illness of requested by the Borough.
3. The Borough reserves the right not to pay the employee when evidence of sickness or injury is insufficient.
4. Any employee who is laid off, who retires or who is separated from the service of the Borough due to a job related injury shall be compensated in cash for the monetary value of one half the accumulated sick leave accrued to his credit at the time of separation. In the event of death, compensation will be made to his estate.
5. Every permanent full time employee upon the death of a member of the immediate family shall be granted leave with pay not to exceed a maximum of ~~five~~ (5) days from the date of death to the day after interment.
6. Upon retirement from the Borough, an employee shall be able to receive compensation for unused sick leave at the rate of one half ($1/2$) the monetary value up to a maximum of \$15,000.00

ARTICLE 14

CALL IN - CALL BACK PAY

1. Any Employee who, in the absence of advance notice given him prior to the end of his previous regular work day, reports for his regular scheduled work day shall be guaranteed four (4) hours work or four (4) hours pay at the pay at time and one half.
2. An employee called into work due to an emergency three (3) or more hours prior to the regular starting time will be compensated at one and one half (1

- ½) times his regular rate of pay with a guarantee of four (4) hours of work. If called in less than three (3) hours prior to the regular starting time he shall be compensated at one and one half (1 ½) times the regular rate for the hours between the call in and the regular starting time.
3. All time after the workday shall be paid at time and one half the hourly rate.

ARTICLE 15

VACATIONS

During the first year of service one (1) working day for every two (2) months of service with the Borough.

Second year to 7years, ten (10) working days.

Seventh year, three (3) weeks vacation

Fifteen Years, four (4) weeks of vacation.

Four (4) personal days per year

ARTICLE 16

JURY AND MILITARY LEAVE

1. Every employee covered by this Agreement who is ordered to report for jury duty shall be granted a leave of absence during the actual period of such jury duty and shall receive for such period of jury duty and amount equal to the difference in his regular pay and his jury duty pay.
2. Military leave for employees training or serving with the National Guard or Armed Forces of the United States will be granted in accordance with the laws applying to such cases.
3. An employee who returns to the Borough employment after leaving military service will receive seniority credit for time spent in service.

ARTICLE 17

HEALTH & WELFARE

1. It is mutually agreed that the present Borough policy as to health benefits will be continued and that the employees covered by this Agreement shall receive such future benefits as may be provided to other Borough employees. In no case shall there be a diminution of present benefits.
2. Any and all existing benefits, policies and practices uniformly affecting all employees covered by this Agreement on the date of the execution thereof shall remain in effect.
3. Any person who elects to drop medical coverage shall receive two (2) payments of \$2,500.00 in July and January.

ARTICLE 18

SAFETY AND UNIFORMS

1. The borough agrees that it will comply with all provisions of the Occupational & Safety Health Act (OSHA) applicable to the borough and will comply with all provisions of state law, which are applicable to the Borough.
2. The Union agrees that employees covered by this Agreement shall return to the Borough all equipment, uniforms, tools and other Borough property, which are issued to them. It is further agreed that if an employee fails to return the aforementioned items, the Borough shall have the right to withhold the value of the same from any pay due to the employee.
3. An Association representative and a representative of the Borough will meet to discuss safety conditions upon reasonable notice from either party.
4. In lieu of uniforms, all employees covered by this agreement shall receive an annual clothing allowance in the amount of \$1,000.00. Employees shall be permitted to wear "hemmed" shorts of an appropriate color from April 15th through October 15th. Due to safety issues and the requirements of the Borough's Insurance provider, certain specific tasks may require wearing long pants. Employees shall keep a pair of such pants in the locker for that purpose.

ARTICLE 19

COMPLETENESS OF AGREEMENT

1. This Agreement constitutes the entire collective bargaining Agreement between the parties and includes and settles for the term of this Agreement all matters, which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. All new rules or modifications of existing terms and conditions of employment shall be negotiated prior to implementation of this Agreement.
2. In the event of a discrepancy between the language contained in this contract document and the executed memorandums of agreement, the memorandum of agreement will be deemed to be the vehicle for deciding a dispute.

ARTICLE 20

MAINTENANCE OF STANDARDS

All established condition of employment related to wages, hours of work and general working conditions presently in effect for and applicable to all members of the Brielle Public Works shall be maintained at not less than the standards now in effect, and such generally applicable conditions shall be improved whenever specific conditions for improvement are made in this Agreement. These conditions shall remain intact and at full value.

ARTICLE 21

PAY DURING JOB RELATED INJURIES

1. the Borough represents that all employees covered by this Agreement are covered by Workman's Compensation Insurance and that the Borough will continue to provide such coverage as required by statute.

ARTICLE 22

UNSPECIFIED PROVISIONS & CONDITIONS

1. All conditions or provisions beneficial to the Borough or the employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect for the duration of the Agreement unless mutually agreed otherwise by the Borough and the Union.

ARTICLE 23

SAVINGS CLAUSE

1. It is agreed that if any provision of this Agreement or application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement or application of such provisions shall not be affected thereby.
2. If any such provisions are held invalid the Borough and Union will meet to negotiate changes so required.

ARTICLE 24

TERM

1. The term of this Agreement shall be from January 1, 2023 to December 31, 2025. Upon execution it shall have retroactive effect from January 1, 2023.
2. In the absence of written notice given at least sixty (60) days prior to the expiration date by either party to the other of its intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year to year.

ARTICLE 25

SALARIES

The following salary guides shall be implemented on January 1st of each of the three (3) years agreement.

The salary for 2023 shall be determined in accordance with the individual's placement within the accepted salary.

All members who are placed on the 2023 7 step guide shall move one (1) step in each year thereafter until maximum. (see attached)

SALARY

<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
1. \$38,500.00	\$40,500.00	\$42,500.00
2. 42,500.00	42,500.00	44,000.00
3. 45,500.00	45,500.00	46,000.00
4. 50,500.00	50,500.00	50,500.00
5. 55,500.00	55,500.00	55,500.00
6. 60,500.00	62,000.00	63,000.00
7. 70,500.00	72,438.00	74,430.00

WORKING FOREMEN

MICHAEL BURGER

<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$93,000.00	\$97,000.00	\$103,000.00

JEFFREY ELY

<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$93,000.00	\$97,000.00	\$103,000.00

ASSISTANT FORMAN

1/1/2023

\$750.00

The Assistant Forman shall be determined on an annual basis.

The salary adjustment of \$3,000.00 shall be part of the Forman base salary and reflected above.

The individual placement per member for 2023 is as follows:

	2022	2023
J. Brown	\$65,900.00	\$70,500.00 (7) step-Max
K. Brown	47,266.00	50,500.00 (4-5-6) step
B. Liquori	56,500.00	60,500.00 (6) step – 7 Max
M. Proden	41,000.00	42,500.00 (2-3-4) step
A. Saito	46,000.00	50,500.00 (4-5-6) step

Borough of Brielle

Mayor of Brielle

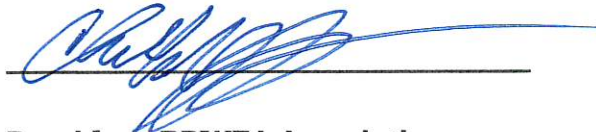


Attest



Mr. Thomas F. Nolan, Administrator

Brielle Public Works Employee Association



President BPWEA Association

Attest