

**COLLECTIVE BARGAINING AGREEMENT
COVERING (BLUE COLLAR EMPLOYEES)**

BETWEEN



**TEAMSTERS LOCAL UNION NO. 469
3400 HWY. 35 SUITE #7
HAZLET, NJ 07730**

AND



**THE BOROUGH OF POINT PLEASANT
2323 BRIDGE AVE.
POINT PLEASANT, NJ 08742**

JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

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This Agreement made and entered into this _____ day of _____, 2009 by and between the Borough of Point Pleasant, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer," and Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters AFL-CIO, hereinafter known and designated as the "Union"; and

WHEREAS, the Union has presented proof that it represents a substantial Majority of a unit composed of all permanent employees working in the Public Works and Water Departments, as well as all other maintenance positions of the Borough of Point Pleasant; and

WHEREAS, the Employer by virtue hereof has recognized as the sole and exclusive bargaining agent for all permanent, full-time employees working in the Public Works and Water Departments, as well as all other maintenance positions of the Borough of Point Pleasant; and

WHEREAS, the Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, N.J.S.A. 34:13-1, et seq., (hereinafter Chapter 123) to negotiate with the Union as the said representatives of all permanent, full-time employees for the Public Works and Water Departments, as well as all other maintenance positions of the Borough of Point Pleasant, who are members of the Union and to provide orderly and peaceful procedures for representing employee grievances and proposals; and

WHEREAS, the Employer, on its own behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself without limitations all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the Laws of the Constitution of the State of New Jersey and of the United States; and

WHEREAS, the exercises of the foregoing powers, authorities, duties and responsibilities by the Employer and the adoption of the policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States; and

WHEREAS, nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the laws of the State of New Jersey, or any other national state, county or local laws or regulations, as they pertain to the Employer; and

WHEREAS, it is the intention of both the Employer and the employee that this Agreement be construed in harmony with the rules and regulations of the New Jersey Department of Personnel.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - RECOGNITION

Section 1.

The Employer hereby recognized the Union as the representative of the permanent, full-time employees of the Public Works and Water Departments, as well as all other maintenance positions of the Borough of Point Pleasant (excluding all clerical, confidential, supervisory, managerial) and all other employees who have elected to be represented by the Union for the purpose of presenting and making known to their department head or such person as may be designated by the Municipal Administrator their grievances and proposals. However, it is understood that, should the Borough hire sanitation (garbage collection) workers, such workers shall be covered by a set of terms and conditions of employment to be negotiated when the workers are hired. Such workers shall not be covered by the terms and conditions of this Contract or any past practice.

ARTICLE II - DUES DEDUCTION AND REPRESENTATION FEE

Section 1.

The Employer agrees to deduct dues from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union Office.

Section 2.

The Union agrees to file the dues deduction authorization form with the Employer for each employee prior to such deductions and same shall be in accordance with the applicable statutes of the State of New Jersey.

Section 3. Representation Fee

a. The Union shall deliver to the Employer a written statement containing the following:

(1) A statement that the Union has determined the amount of representation fee in accordance with the requirements of N.J.S.A. 34:13A-5.4.

(2) A statement that the Union has established a "demand and return system" in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

(3) A statement establishing the amount of representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

b. On the first day of each month, as necessary, the Union shall provide the Employer with a list of all members of the bargaining unit who have failed to arrange for and become members of the Union and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

c. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with "Paragraph d." below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.

d. Payroll Deduction Schedule - The Employer will deduct the representation fee from the pay checks paid to each employee on the aforesaid list. The deductions will begin with the first pay checks

(1) Following receipt of the above list, or

(2) thirty (30) days after a new employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and for the transmission of such fees due to the Union, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Union.

e. On or about the last day of each month, as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period.

Section 4.

The Union hereby agrees to indemnify, defend and save harmless the Mayor and Council from any claim, suit or action of any nature whatsoever which may be brought at law or equity or before any administrative agency, with regard to, or arising from the deduction from the salaries of any employee of any sum of money as a dues deduction or a representation fee under provisions of this Agreement.

Section 5.

The Employer agrees to deduct and transmit to the Union the amount specified from the wages of those employees who voluntarily authorize "DRIVE" contributions on the forms provided for that purpose by the Teamsters Union.

ARTICLE III - HOURS OF WORK

Section 1.

a. Each permanent, full-time employee shall receive a minimum guarantee of forty (40) hours of work or pay for each week. No guarantee is made that said work will be assigned in the employee job category, and employees agree to work in other job classifications with changes in rate of pay, and Employer agrees to make such assignments on a seniority basis. Water plant operators will work according to a posted schedule.

b. The work week shall be from Monday through Friday. All hours worked beyond eight (8) hours in any one (1) day shall be at time and one-half (1 1/2) and all hours worked in excess of twelve (12) hours shall be double (2) time.

c. Employees reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours work or pay.

d. Saturday work shall be paid at the rate of time and one-half (1.1/2) the hourly rate for of pay for the first twelve (12) hours of work and double (2) time rate of pay for all hours worked in excess of twelve (12) hours. When an employee is required to work on a Saturday, he/she shall be guaranteed a minimum of three and one-half (3 1/2) hours pay at the time and one-half (1 1/2) rate, subject to the above paragraph, and such employee shall be present and available for such minimum.

e. When an employee is required to work on Sunday, he/she shall be guaranteed a minimum of three and one-half (3 1/2) hours pay at the rate of two and one-half (2 1/2) times his/her hourly rate.

f. When an employee is required to work on a holiday, he/she shall be guaranteed a minimum of three and one-half (3 1/2) hours pay at the rate of two and one-half (2 1/2) times his/her hourly rate, which includes his/her holiday pay, for all hours worked during those hours that would constitute his/her normal work shift (e.g., 7:30 a.m. to 4:00 p.m.). For all hours worked on a holiday that would correspond to other than his/her normal shift, he/she shall be paid at the rate of three and one-half (3 1/2) the hourly rate including his/her holiday pay.

g. Said compensation, as provided for above shall be in pay. Compensatory time may only be given with the consent of both the employee, department head and/or Municipal Administrator. All compensatory time granted shall be at the appropriate overtime rate, as outlined above. The maximum amount of compensatory time as employee may be permitted to accrue is forty (40) hours. An employee who has accrued the maximum numbers of compensatory hours shall be paid all additional overtime in pay.

h. The Union Proposed language that would allow an employee to voluntary transfer compensatory time, sick and/or vacation time to co-workers. The parties agreed that the Borough would explore a pilot program which has been adopted by the NJDCA. The Borough agrees in good faith to look into the program. If however it becomes too cumbersome, overburden some, or simply a bookkeeping nightmare the Borough reserves the right to advise the Union that it is unable to continue with the program.

i. The Borough and Teamsters acknowledge the appropriateness of the Borough adopting a Borough wide "sick leave bank" policy. The Borough and the Teamsters shall jointly consult in preparing and approving that policy. The Teamsters acknowledge that the current state regulations require that the Borough provide notice to and discuss with all of its bargaining units this proposed policy, which must eventually be approved by the New Jersey Department of Community Affairs before it is implemented.

Section 2.

a. Lunch period for employees starting at 7:30 a.m. shall be 12:00 noon to 12:30 p.m., for which employee shall not be paid. However, the parties agree that the employee shall have a "flexible" one-half (1/2) hour lunch break. The lunch break shall begin in as close as possible to noon on every day. However if the employee breaks from his work schedule at a time close to 12:00 p.m. and is able to begin his lunch break the one-half (1/2) hour lunch break will begin at that time. The parties further agree that if lunch break is not taken before 12:30 p.m. he/she shall be paid for such period and given an opportunity to take a lunch break, not to exceed twenty minutes, as soon as practical. (The purpose of this change is to more accurately describe the current practice as it relates to the scheduling of the lunch break.)

b. Employee work shifts shall be as follows:

Water Plant Operators	6:30 a.m. - 3:00 p.m.
Recreation Department Staff (Summer Hours)	7:00 a.m. - 3:30 p.m.
All Other Personnel	6:30 a.m. - 3:00 p.m.
	7:30 a.m. - 4:00 p.m.

c. The Borough may institute a change in work schedules, provided such changes are intended to be permanent and not to avoid overtime and, further, provided that such changes are agreed to by the Union.

d. It shall be at the discretion of the Superintendent of Public Works to authorize mechanics (or any mechanic titled individual) to start work at 6:30 a.m. and end work at 3:00 p.m. when necessary without overtime conditions or payment being applied (temporary change of work hours).

e. The morning break shall be twenty (20) minutes. The morning break shall be taken at 9:00 a.m. or thereabouts. In addition, there shall be a fifteen (15) minute afternoon break. The afternoon break shall be taken at 2:00 p.m. or thereabouts. Said break times shall be inclusive of all travel time to and from the work site and break location, if any. In the event the employee is required to punch in and out for break, then the employee's break time shall begin and end at the time the employee punches the time clock.

f. The Teamsters shall be allowed ten (10) minutes of "cleanup time" at the end their normal daily shift. It is understood and agreed that employees can change their clothes during cleanup time.

Section 3.

a. When an employee is not scheduled for work and his/her services are required, he/she may be called to work and his/her time shall start when he/she arrives at the Borough Garage.

b. When an employee is called to work under the above conditions, he/she shall be guaranteed a minimum of three and one-half (3 1/2) hours pay. If said call-in is called-in during a regularly scheduled workday, the three and one-half (3 1/2) hours pay shall be in addition to his/her regular eight (8) hours pay. For example: if an employee is called-in to work at 6:00 a.m. and is normally scheduled to work at 7:00 a.m., he/she shall be entitled to eleven and one-half (11 1/2) hours pay of which eight (8) hours would be at straight time and three and one-half (3 1/2) would be at time and one-half (1 1/2).

c. All hours worked outside of the employee's regular hours shall be paid at the time and one-half (1 1/2) rate.

Section 4.

a. Employees shall be entitled to a one-half (1/2) hour meal break with pay and a fifteen dollar (\$15.00) allowance after working two (2) hours of overtime that is continuous with the normal eight (8) hour workday. Employees shall be entitled to additional one-half (1/2) hour meal break with pay and fifteen dollar (\$15.00) meal allowance for every four (4) hours of continuous work thereafter.

b. Employees who work overtime on a weekend or holiday shall be entitled to a one-half (1/2) hour meal break with pay and a fifteen dollar (\$15.00) allowance after each four (4) hours of continuous overtime worked.

c. Employees who work overtime on a weekend or holiday shall be entitled to break time after an equivalent amount of time has been worked as on a regular workday. The length of such break shall equally correspond to that provided on a regular work day.

ARTICLE IV - HOLIDAYS

Section 1.

a. The following days of celebration shall be designated as holidays with pay:

New Year's Day	Martin Luther King Day
Lincoln's Birthday	Washington's Birthday
Columbus Day	Decoration Day (Memorial Day)
Good Friday	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Day
Day After Thanksgiving	A half day (1/2) for Christmas Eve
Employee's Birthday	

b. Five (5) "floating holidays" or personal days are added to the above list and may be taken by the employee only after he has given reasonable notice to the Public Works Superintendent's approval that shall not be unreasonably withheld.

c. All personal days must be exhausted within the year granted.

d. An employee's Birthday shall be taken any day within the payroll period in which the employee's Birthday falls.

Section 2.

In the event that any of the above enumerated holidays shall fall on a regular workday Monday through Friday and employees are not required to work on said holiday, such holiday shall be considered as a day worked, for purposes of computing overtime.

Section 3.

In the event a holiday named in this Contract falls during an employee's vacation period, such employee shall receive an additional day's vacation. Vacation carryover will be consistent with Department of Personnel regulations (11A:6-3).

INTERPRETIVE STATEMENT: An employee is only permitted to carry over a maximum of one (1) year's vacation entitlement.

ARTICLE V - VACATIONS

Section 1.

a. Each member of the collective bargaining unit shall be entitled to the following vacations with pay at his regular rate of pay:

LENGTH OF SERVICE	VACATION TIME
Up to one (1) year	One (1) working day for each month of service
Second (2) through fifth (5) years	Fourteen (14) working days
Sixth (6) through tenth (10) years	Seventeen (17) working days
Eleventh (11) through (15) fifteenth	Twenty (20) working days
Sixteenth (16) through (20) twentieth	Twenty-three (23) working days
Twenty-first (21) through (25) twenty-fifth year	Twenty-six (26) working days
Twenty-sixth (26) year and there after	Twenty-nine (29) working days

During the final year of employment, employees shall be entitled to one-twelfth (1/12) of annual vacation, based on years of service for each month of service.

b. The department head shall set up mandatory vacation schedules, and submit to the Municipal Administrator for written approval. No employee on vacation shall be required to work, unless so authorized by the Municipal Administrator. Vacation picks may be required as early as January 31st of the year in question. The employer may request (10) days for the employee to use the vacation time.

c. Accumulated vacation days shall be paid out at termination at the per diem rate in place when a particular day was earned.

d. Management may limit vacations to four (4) employees, between November 15th and January 15th, except as otherwise provided below. At other times of the year, up to five (5) employees shall be permitted to take vacation at any one time. For the purpose of calculating the number of persons to be on vacation, managerial personnel, clerical staff and water plant operators shall not be counted with the above. Mechanics and Mechanic Helper are not to be included in calculation of the total number of employees allowed to take vacation time off, so long as one mechanic is not on vacation. During the week of Christmas and New Year's, up to three (3) members shall be permitted to take vacation. No more than one (1) water plant operator shall be permitted to take vacation at any one time.

Section 2.

a. Senior employees shall be given preference within their classification, and where consistent with work schedules, when selecting vacation periods.

b. Any employee eligible for vacation, whose employment has terminated for any reason other than disciplinary, shall, nevertheless, receive a pro-rated vacation.

ARTICLE VI - SICK LEAVE

- a. Employees shall receive fifteen (15) days sick leave per year, after one (1) year of service, with pay.
- b. Employees with less than one (1) year of service shall receive one (1) day of sick leave per month of service, with pay, from the day of regular employment up to and including December 31st next following day of appointment and fifteen (15) days sick leave with pay for each calendar month thereafter. During the first three (3) months of employment, an employee may accumulate, but not take, sick leave.
- c. The Employer may require a doctor's certificate as proof of illness or injury of a member of the bargaining unit, or of the need for his/her attendance upon a member of his/her immediate family for sick leave, under the following conditions:
 1. A pattern of sick leave abuse, i.e., leave repeatedly taken the day immediately prior to or immediately following an authorized, paid holiday as specified in this Agreement, or a vacation day.
 2. Three (3) consecutive days of absence for reasons of illness.
 3. Absence on sick leave for three (3) days or more in any one (1) month, or an unacceptable pattern of absence on sick leave.
 4. A doctor's certificate may be required by the department head and/or Municipal Administrator when the employee has an unacceptable pattern of sick leave usage or a recurring or continuing illness. In addition thereto, the Municipal Administrator may require the employee to be examined by a physician of the Borough's choice. Said examination shall be paid by the Borough. In addition thereto, the employee shall receive compensation, as provided for under this Agreement, for time spent submitting to the examination. If the two (2) physicians disagree as to the employee's physical or mental condition, such two (2) physicians shall mutually select a third (3rd) impartial physician, within seven (7) days. Such third (3rd) impartial physician shall be required to physically examine the employee and all of the employee's previous, relevant medical records and history, including the findings of the first two (2) physicians, and, based upon such examination, to give his opinion as to whether or not the employee is physically or mentally capable of performing work. Such third (3rd) physician's opinion shall be final and binding upon all parties. The expense of the third (3rd) physician shall be paid by the Employer. Neither the Employer nor the Union will attempt to circumvent the decision of the third (3rd) physician.
- d. An employee completing a minimum of ten (10) years of full time employment with the Borough who has accumulated sick leave shall be entitled to same upon termination of employment with the Borough upon the conditions set forth in the Borough Administrative Code, Chapter 14, Section 10:10 except that all new employees hired as of January 1, 1994 shall be entitled to said benefit only up to and including the maximum amount of \$15,000.00.

ARTICLE VII - DEATH IN THE FAMILY

Section 1. Shall be applicable only to permanent employees and to and full-time employees. Leave as herein defined shall not be charged against either sick leave or vacation time.

Section 2. In the event of the death of an employee's mother, father, spouse, child, or stepchild that employee shall be granted five (5) working days from duty with pay.

Section 3. In the event of the death of an employee's father-in-law, mother-in-law, brother, sister, sister-in law, brother-in-law, grandparents, grandchildren, the employee shall be granted three (3) working days from duty with pay.

Section 4. In the event of the death of an employee's aunt, uncle, nephew, niece, or cousin, the employee shall be granted one (1) working day of leave with pay.

Section 5. Time off with pay will be granted to attend the funerals of past or present employees, up to a maximum of four (4) hours, but bearing in mind that a Department cannot be vacated. Sufficient people must remain on duty to keep the Department operating.

ARTICLE VIII - SENIORITY AND PERMANENT SECURITY

Section 1.

Newly hired, permanent employees shall be considered to be on a trial basis for a period of ninety (90) days from the date of obtaining permanent status, and all seniority and permanent employee security shall conform to, and comply with, the applicable statutes and regulations of the New Jersey State Division of Civil Service. Such employees may, during their trial periods, be terminated at any time during said period without recourse whatsoever.

Section 2.

Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3.

Seniority shall mean the length of continuous full-time service with the Employer, regardless of capacity or department.

Section 4.

In the event of layoff, seniority shall prevail, unless discharged for just cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness, seniority and Civil Service certification. It is the intention of the Employer to fill vacancies from within the department, before hiring new employees, provided employees are available with the necessary qualifications and ability and passing grade to fill the vacancy. Any dispute arising under this Section shall be subject to the grievance machinery.

Section 5.

One (1) steward shall have, during the respective period in such capacity, top seniority except for promotion purposes, and after his period of service he/she shall have a normal seniority status with respect to layoff and recall.

Section 6.

An employee shall lose all seniority rights for any one (1) or more of the following reasons:

a. Voluntary resignation.

b. Discharge for just cause.

c. Failure to return to work within five (5) working days after being recalled, by registered or certified mail return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident, in such manner and on such forms as the Employer deems appropriate.

Section 7.

Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include wage range.

Section 8.

The Employer, upon recalling, shall do so in the inverse order of layoff, he shall recall the last employee laid-off, providing, however, that such employee has the qualifications for the position for which he/she is recalled. Under no circumstances shall the Employer hire from the open market, while employees on the recall list, qualified to perform the duties of the vacant position, are ready, willing and able to be re-employed. The last employee laid-off from a position will be the first recalled to that position.

Section 9.

Any employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum, current wage for his position, whichever is higher.

Section 10.

Any notice of re-employment to an employee who has been laid-off shall be made by registered mail to the last known address of such laid-off employee.

ARTICLE IX - WORK CLOTHES

Section 1.

a. In order to insure that all current and future employees are adequately and appropriately equipped for assuming duties, each member of the bargaining unit shall receive a uniform and maintenance allowance of \$930.00.

Said allotment shall be paid in two (2) equal installments. The first installment shall be made on the first pay period in April. The second and final installment shall be made on the first pay period in September.

b. The Employer reserves the right to institute such new uniform/ shoe standards as deemed necessary and appropriate. The Employer will provide at least thirty (30) days written notice of implementation of any change in standards. In addition, the Employer will supply the initial allotment of new clothing to the Employee at no cost to them.

c. Failure to wear the authorized uniform in a proper fashion may result in disciplinary action being taken against said employee and the distribution of subsequent uniform allowances through a voucher system for said employee.

d. New employees, upon successful completion of their probation period, shall receive a pro rata uniform allowance, retroactive to their date of hire. Said allowance shall be one-twelfth (1/12) the annual allowance for each month, or greater part thereof, worked.

e. Employees will be permitted to wear short pants in certain job situations with the approval of the Superintendent or in his/her absence, with the approval of a Supervisor. In the case of recreation employees, it would be allowed with the approval of the Superintendent of Recreation.

f. All employees are permitted to wear "dickie style" pants, with the color to be determined by the Superintendent of Public Works.

Section 2.

Storm gear shall be supplied to new employees. Individual items of foul weather gear shall be replaced if, by the sole judgment of the Superintendent, such gear is un-repairable. Safety storm shoes shall be provided to all employees requiring same and shall remain Borough property.

ARTICLE X - BULLETIN BOARD

Bulletin boards will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities.

ARTICLE XI - NONDISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of his/her activities as a member of the Union. There shall be no discrimination against an employee because of his/her race, religious creed, national origin, political affiliation, sex and Union affiliation.

ARTICLE XII - MAINTENANCE OF EXISTING CONDITIONS

It is the intent of the Employer and the employee that any presently existing working conditions are to remain in full force and effect, except as specifically modified by this Agreement.

ARTICLE XIII - GRIEVANCE MACHINERY

Section 1.

A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties relating to any matter of terms and conditions of employment hereto.

Section 2.

An aggrieved employee shall present his/her grievance within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.

Section 3.

Step 1. The employee and the steward, or the employee individually, but in the presence of the steward, shall take up the grievance orally with the Public Works Superintendent, and the Public Works Superintendent shall answer the grievance orally within five (5) working days.

Step 2. If the grievant and/or the steward is not satisfied with the results of Step 1, then, within five (5) working days, the grievant or the steward must deliver the grievance in writing to the Borough Administrator who shall have five (5) working days in which to arrange a meeting between himself, the grievant and the steward or the grievant, individually, but in the presence of the steward. The written decision of the Borough Administrator shall be issued within five (5) working days of the meeting.

Step 3. If the grievant and/or the Union is not satisfied with the results of Step 3, and if the grievance applies only to the specific terms of this locally negotiated, written Agreement, then the Union, no later than the twenty-first (21st) calendar day after submitting the written grievance to the Borough Administrator, may bring the grievance to the New Jersey Public Employment Relations Commission to be resolved according to its rules and regulations.

Step 4. The arbitrator appointed by the New Jersey Public Employment Relations Commission shall have no authority to add to or subtract from, modify, change or revise this locally negotiated, written Agreement, in any manner. Furthermore, he/she shall have no authority to issue an award pertaining to an administrative decision or policy, rules, regulation of the appropriate state agency or state statute pertaining to terms and conditions of employment which are not grounded in this locally negotiated, written Agreement.

Step 5. It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its employees, and the Union agrees that they will not strike, slow down or cause a slow down, or engage in any work stoppage or other job action during the term of this Agreement.

An employee who violates the terms of this Section shall be subject to discharge.

ARTICLE XIV - JURY DUTY

Any employee called for jury duty will be excused from work for the period actually in attendance at court and will be paid full pay with credit given to the Municipality for jury check.

ARTICLE XV - RIGHTS OF VISITATION**Section 1.**

The business agent or his representatives or any officer of the Union shall have the admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen.

No such representative, however, shall have the privilege of roaming about the premises but shall first apply to the Superintendent of Public Works for permission to visit, which permission shall be reasonably granted. It being understood, however, that such representative shall not, in any way, interfere with the operation of the Municipal offices or shops during working hours, and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE XVI - WAGES**A. WAGES GENERALLY****Section 1.**

- a. The salary schedule for the unit shall be as contained in attachment schedules. The wage increases and effective dates for increases applied to the salary scales are as follows:

Retroactive to	Effective	Effective	Effective
1/01/08	1/01/09	1/01/10	1/01/11
4.00%	4.00%	4.00%	4.00%

- b. Employees shall progress through the salary scale one year at a time on their anniversary date.

c. Performance evaluations will be performed by an employee's immediate supervisor. Formal evaluations will be undertaken of each employee at least twice per year.

d. When an employee moves from one grade to another because of promotion or upgrade, his/her base salary shall be increased five percent (5%) and his/her salary shall be established at the next higher increment in the new grade.

e. New employees will start at Step 1 on the scale, unless that person has experience significant enough to warrant placement at a higher step as determined by the Borough.

f. The salary step guide to be used for establishment of the annual base pay of each employee hired prior to January 1, 1994 shall be as set forth in Attachment II. The salary step guide to be used for establishment of the annual base pay of each employee hired on or after January 1, 1994 shall be as set forth in Attachment III.

B. EMPLOYEE STIPENDS

a. The Borough acknowledges that certain employees have necessary licenses dictated and mandated by appropriate state and federal agencies including but not limited to water treatment and sewer treatment licenses and a federally mandated license for inspection of Borough trucks. The Borough acknowledges that these licenses obtained by its employees were only obtained after the particular employee spent extensive time outside of normal business hours to attend appropriate schooling and training. The Borough agrees to pay each employee \$500.00 per year as a stipend for each of licenses obtained by those employees which licenses are mandated by appropriate state and federal agencies, and are required by the Borough to undertake normal and customary activities such as water plant and sewer plant operations, required inspections of Borough vehicles, etc. The parties acknowledge that the three employees who primarily service the Water & Sewer Treatment Plant operations hold three licenses each, which will call for a stipend of \$1,500.00 per employee per year. The Borough further acknowledges that one employee who works primarily in the Department of Public Works Garage holds a federally required license which allows for that employee to undertake the required inspections of Borough vehicles. The parties agree that no additional employees shall attempt to receive compensation for any new licenses obtained without the prior approval obtained, and seek a reimbursement or stipend for that license, without the prior approval of the Superintendent of DPW and the Borough Administrator. The intent of this paragraph is to not require the Borough to pay for additional licenses for other employees which are duplicative of the licenses already held by Borough employees for which the Borough has agreed to pay this stipend.

ARTICLE XVII - LONGEVITY

Section 1.

In addition to annual salary, each member of the bargaining unit hired prior to January 1, 1997, shall receive longevity compensation based on the following schedule:

YEARS OF SERVICE	PERCENTAGE OF ANNUAL PAY
After three (3) full years	One percent (1%)
After six (6) full years	Two percent (2%)
After nine (9) full years	Three percent (3%)
After twelve (12) full years	Four percent (4%)
After fifteen (15) full years	Five percent (5%)
After eighteen (18) full years	Eight percent (8%)
After twenty-one (21) full years	Nine percent (9%)
After twenty-four (24) full years	Ten percent (10%)

Section 2.

In addition to annual salary, each member of the bargaining unit hired on or after January 1, 1997, shall receive longevity compensation based on the following schedule:

YEARS OF SERVICE	PERCENTAGE OF ANNUAL PAY
After seven (7) full years	One percent (1%)
After nine (9) full years	Two percent (2%)
After eleven (11) full years	Three percent (3%)
After thirteen (13) full years	Four percent (4%)
After fifteen (15) full years	Five percent (5%)
After eighteen (18) full years	Eight percent (8%)
After twenty-one (21) full years	Nine percent (9%)
After twenty-four (24) full years	Ten percent (10%)

ARTICLE XVIII - DEFECTIVE EQUIPMENT

Section 1.

a. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employee refuses to operate such equipment, unless such refusal is unjustified.

b. All equipment that is refused by an employee because it is not mechanically sound or properly equipped shall be appropriately tagged so that the tag is readily observable by other employees, and the tag shall remain thereon until the Maintenance Department has remedied the complaint. The Maintenance Department shall remove the tag upon correction, and the equipment shall thereupon be available for use.

c. Under no circumstance will an employee be required or assigned to engage in any activity involving dangerous conditions or work; or danger to person or property; or in violation of any applicable statute or court order; or in violation of a government regulation relating to safety of person or equipment.

d. The term, "dangerous conditions of work", does not relate to the type of cargo that is hauled or handled.

Section 2.

Employees shall immediately, or at the end of their shifts, report all defects in the equipment to their immediate superior. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one (1) copy to be retained by the employee.

The Employer shall not make or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by the Maintenance Department, and the tag has been removed.

ARTICLE XIX - MEDICAL, SURGICAL AND HEALTH PLANS

Section 1.

The Borough agrees to provide medical insurance that is equivalent to the Horizon Blue Cross Blue Shield of NJ program currently in existence. The Borough shall meet with the employees group and discuss any change in insurance carriers, prior to implementing such change. The Union has the right to grieve the Borough's decision to change carriers on the basis of failing to provide equivalent benefits. The Borough will identify employees against reduced benefits from the time that a new plan is implemented and until a grievance arbitrator's decision is rendered. The Borough will also implement the decision of the arbitrator regarding reinstatement of the old plan, further indemnification of employees or any other remedy he may specify.

Section 2.

The Borough will not be required to provide or offer any new hires the "traditional plan" for health insurance purposes.

Section 3.

The Borough shall have the right to institute cost savings, medical insurance programs such as: coordination of benefits, ambulatory care and second opinion surgery.

Section 4.

A full family prescription plan shall be provided which includes a three dollar (\$3.00) co-pay provision for generic drugs and six dollar (\$6.00) co-pay for name-brand drugs. The plan shall also include a mail-order option.

Section 5.

The Rx co-pay amounts shall be increased from \$3.00 to \$10.00 for generic drugs and from \$6.00 to \$20.00 for name-brand drugs to be effective January 2009 or the effective the date of ratification (which ever occurs first).

Section 6.

The Rx co-pay amounts for generic drugs shall remain at \$10.00 and that the Rx co-pay for name brand drugs shall be increased from \$20.00 to \$25.00 effective January 2011.

Section 7.

The Employer shall provide dental service coverage (75%) to all employees at no cost to them. Said plan shall be the Blue Cross Blue Shield.

Section 8.

Effective September 1999 the employer agrees to provide vision benefits for employees and their dependents, which includes a yearly examination, prescription eyeglasses and/or contacts through Local 469 Welfare Plan. The Borough will remit a monthly contribution of \$15.00 per month for each covered employee. Such payment is not subject to retroactive payment.

Section 9.

The Borough will reimburse employees to a maximum of \$100.00 to cover co-pays and/or deductibles for an employee's bi-yearly physical (medical). The employee shall submit for such reimbursement using the invoice provided by the medical benefits provider of the Borough.

Section 10.

Employees who retire with twenty-five (25) or more years of service with the Borough and are at least age 55 shall continue to receive medical coverage from the Borough as though they were employed (medical, surgical, hospital, prescription, etc.). This is a lifetime benefit and applies only to the employee and not the employee's spouse.

Section 11.

Employees who retire and do not qualify for health insurance paid by the Borough, will have the option to have the Borough medical coverage (medical, surgical, hospital, prescription, etc.) for the employee and/or their spouse. Employees electing such coverage under this provision shall reimburse the Borough for the cost of said coverage charged by the medical providers of the Borough.

Section 12.

Effective September 1999, the Borough may deduct through a pre-tax payroll deduction \$8.00 per pay period for employee medical co-pay. Effective and retroactive to January 2009 the pre-tax payroll deduction is increased to \$10.00 for each pay period (pay period is every two weeks) for employee medical co-pay. Only employees whose base pay exceeds \$30,000 per year will be subject to such deduction. Such deduction is not retroactive.

Section 13.

The Employer shall provide a disability plan for each employee covered under this Agreement for non-job-related injuries at the current contribution rates for each period covered by this Contract. Said plan shall be the State of New Jersey Plan or its equivalent.

ARTICLE XX - APPLICATION OF SENIORITY

Section 1.

Seniority shall prevail in all work assignments in each classification that are required, the more senior employees in this classification shall be assigned to perform the duties required and the less senior shall be assigned other duties.

Section 2.

Where an employee has no work to perform in his respective classification, he/she may be required to work in another classification and said assignment shall be on a seniority basis to that classification in which there is available work, but that employee shall be paid the classification rate. At no time shall an employee receive less than his/her classification rate.

An employee working in another classification shall be paid the higher classification rate of pay, if the employee works three and one half (3&1/2) hours or more in any one workday in that classification. The Borough will not replace that employee working in that higher classification to circumvent the payment of out of title pay.

In the event an employee is directed by management to carry out the duties of a supervisor for one day or more, the employee shall receive the supervisor's rate of pay. The differential will be based on the base salary of the employee assuming those responsibilities and the base salary of the supervisor for which he is substituting.

Section 3.

When overtime is required or work on any premium day, such work shall be rotated among the qualified employees.

Section 4.

Regular Public Works employees shall first be offered regular and overtime work before non-employees of the Public Works are offered such work. However, this shall not apply to independent Contractors employed from time to time by the Public Works Department and the Superintendent shall have freedom to make such assignments at his discretion.

Section 5.

The Borough agrees to grant the necessary time off without loss of pay to the Shop Steward and Assistant Shop Steward of the Local Union or delegates designated by the Union to attend any State or National Convention, including conventions or seminars of the Local Union. Such time off as herein described is not to exceed one event in any calendar year.

ARTICLE XXI - SAFETY COMMISSION

Section 1.

All complaints regarding an employee's safety shall be handled through the grievance machinery.

Section 2.

No employee shall be required to operate unsafe equipment, and, further, the Employer shall not require an employee to operate any equipment that does not meet the safety requirements of the State of New Jersey.

Section 3.

Members of Fire and First Aid shall be allowed to respond to calls with no loss of earnings, limited to Point Pleasant Borough, Point Pleasant Beach, Bay Head, Mantoloking and Brick Township.

Section 4.

There shall be at least two (2) employees present, one (1) of whom may be the foreman or supervisor at any work or testing below ground surface.

ARTICLE XXII - MANAGEMENT RIGHTS

Section 1.

The Union recognizes that there are certain functions, responsibilities and management rights reserved to the Employer. All of the rights, powers and authorities possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer, subject only to such limitations as are specifically provided in this Agreement or by appropriate laws.

The Employer shall have the right to determine all matters concerning the management or administration of the various departments of the Borough, to combine and eliminate jobs and to determine the number of employees needed for specific job assignments, subject to the terms of Agreement and applicable laws.

The Borough retains and reserves unto itself the right:

To carry out the statutory mandate and goals assigned to the Borough, utilizing personnel, methods and means in the most appropriate and efficient manner possible.

To manage employees of the Employer; to hire; to promote; transfer; assign or retain employees in positions with the Employer and in that regard to establish reasonable work rules not in violation of the Agreement or to the applicable laws, in written form with copies and amendments thereto to be provided to the employees and the Union.

To suspend, discharge or take other appropriate disciplinary action against an employee for 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, provided that reduction in force level would not be in violation of the Agreement or applicable laws.

Nothing in this Article shall be interpreted to deprive any employee of rights guaranteed to him/her by Federal or State law and all the rights enumerated in this Agreement.

The Employer agrees to provide three (3) working days notice to an employee and the Union if the employee is to be suspended without pay.

Section 2.

The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the Employer, except as such rights may be specifically modified by the terms of this Agreement.

ARTICLE XXIII - APPLICABLE LAWS

Section 1.

Nothing herein shall abrogate or in any way modify any of the rules and procedures of the New Jersey Civil Service Commission; then the provisions of this Agreement to that extent shall be null and void.

Section 2.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of federal, state and local laws.

ARTICLE XXIV - CDL LICENSE

The Borough shall reimburse employees for the additional cost to attain and/or maintaining their Commercial Drivers Licenses and/or endorsements.

ARTICLE XXV - SAVINGS CLAUSE

Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXVI - MISCELLANEOUS RELATING TO WATER TREATMENT PLANT EMPLOYEES

Any employee working in the Water Treatment Plant shall be paid an additional stipend of \$7.50 per month so that the employee will continue to utilize his personal cellular telephone for emergency purposes. The Borough retains and reserves the right however to provide at the Borough's sole cost a cellular telephone for those employees who work inside the Water Treatment Plant. In the event that the Borough provides the cellular telephone to those employees at the Borough's cost the Borough will not be required to pay the stipend of \$7.50 per month. The Borough will not be required to pay for any phone charges billed to the employees' personal cellular phone. In addition in the event that the Borough provides the cellular phone at the Borough's cost it will not be utilized for any personal calls by the employees but will only be utilized for necessary and appropriate telephone calls related to Borough business.

ARTICLE XXVII - TERM OF AGREEMENT

Section 1.

This Agreement shall become effective as of the first (1st) day of January 2008 and shall remain in full force and effect and will expire on the thirty-first (31st) day of December 2011.

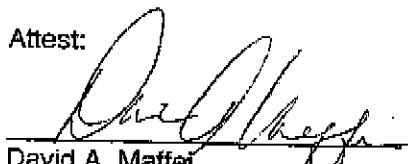
Section 2.

The employees shall have the right to open negotiations between September 1, 2011 and December 1, 2011 for a successor Agreement. IN WITNESS HEREOF, the parties hereto have caused this precedence to be signed by their duly authorized officers the day and year first above written.

Borough of Point Pleasant


Martin Konkus, Mayor

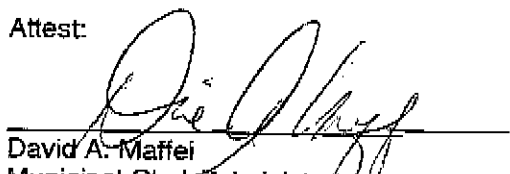
Attest:


David A. Maffei
Municipal Clerk/Administrator

Teamsters Local Union No. 469


Fredrick Potter, President

Attest:


David A. Maffei
Municipal Clerk/Administrator

Attachment I
Salary Grade by Title

Laborer	1
Public Works Repairer	2
Recreation Maintenance Worker	2
Mechanic's Helper	2
Senior Public Works Repairer	3
Senior Recreation Maintenance Worker	3
Water Plant Operator	5
Motor Broom Operator	5
Water Meter Repairer	5
Mechanic	6
Heavy Equipment Operator	6
Heavy Equipment Operator/Meter Repairer	6
Diesel Mechanic	7
Senior Water Plant Operator	7
Supervising Mechanic	8

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Borough of Point Pleasant - Blue Collar Employees
Attachment II

		Year - 2008					
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$	34,222	\$ 37,053	\$ 39,889	\$ 42,727	\$ 45,557	\$ 48,394
2	\$	38,881	\$ 42,111	\$ 45,340	\$ 48,575	\$ 51,805	\$ 55,032
3	\$	44,122	\$ 47,799	\$ 51,480	\$ 55,155	\$ 58,835	\$ 62,507
4	\$	45,861	\$ 49,689	\$ 53,519	\$ 57,354	\$ 61,181	\$ 65,017
5	\$	47,609	\$ 51,588	\$ 55,568	\$ 59,544	\$ 63,527	\$ 67,502
6	\$	49,349	\$ 53,482	\$ 57,609	\$ 61,736	\$ 65,864	\$ 69,993
7	\$	52,845	\$ 57,268	\$ 61,697	\$ 66,125	\$ 70,642	\$ 74,986
8							\$ 78,735
		Year - 2009					
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$	35,591	\$ 38,535	\$ 41,484	\$ 44,436	\$ 47,379	\$ 50,329
2	\$	40,436	\$ 43,796	\$ 47,154	\$ 50,518	\$ 53,877	\$ 57,233
3	\$	45,887	\$ 49,711	\$ 53,539	\$ 57,361	\$ 61,188	\$ 65,008
4	\$	47,695	\$ 51,677	\$ 55,659	\$ 59,648	\$ 63,628	\$ 67,617
5	\$	49,513	\$ 53,652	\$ 57,790	\$ 61,926	\$ 66,068	\$ 70,202
6	\$	51,323	\$ 55,621	\$ 59,914	\$ 64,205	\$ 68,498	\$ 72,793
7	\$	54,959	\$ 59,559	\$ 64,165	\$ 68,770	\$ 73,467	\$ 77,986
8							\$ 81,885
		Year - 2010					
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$	37,015	\$ 40,077	\$ 43,144	\$ 46,214	\$ 49,274	\$ 52,343
2	\$	42,054	\$ 45,548	\$ 49,040	\$ 52,538	\$ 56,032	\$ 59,523
3	\$	47,722	\$ 51,699	\$ 55,681	\$ 59,656	\$ 63,636	\$ 67,608
4	\$	49,603	\$ 53,744	\$ 57,886	\$ 62,034	\$ 66,173	\$ 70,322
5	\$	51,494	\$ 55,798	\$ 60,102	\$ 64,403	\$ 68,711	\$ 73,010
6	\$	53,376	\$ 57,846	\$ 62,310	\$ 66,774	\$ 71,238	\$ 75,705
7	\$	57,157	\$ 61,941	\$ 66,732	\$ 71,521	\$ 76,406	\$ 81,105
8							\$ 85,160
		Year - 2011					
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$	38,495	\$ 41,680	\$ 44,869	\$ 48,062	\$ 51,245	\$ 54,436
2	\$	43,736	\$ 47,369	\$ 51,001	\$ 54,640	\$ 58,273	\$ 61,904
3	\$	49,631	\$ 53,767	\$ 57,908	\$ 62,042	\$ 66,181	\$ 70,312
4	\$	51,587	\$ 55,893	\$ 60,201	\$ 64,516	\$ 68,820	\$ 73,135
5	\$	53,553	\$ 58,030	\$ 62,506	\$ 66,979	\$ 71,459	\$ 75,930
6	\$	55,511	\$ 60,159	\$ 64,803	\$ 69,444	\$ 74,088	\$ 78,733
7	\$	59,443	\$ 64,419	\$ 69,401	\$ 74,382	\$ 79,462	\$ 84,349
8							\$ 88,567

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