

# **COLLECTIVE BARGAINING AGREEMENT COVERING (COMMUNICATION OFFICERS)**

**BETWEEN**



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

**AND**



**BOROUGH OF POINT PLEASANT  
2233 BRIDGE AVE.  
POINT PLEASANT, NJ 08742**

January 1, 2008 through December 31, 2011

PPB CO CBA Final Draft 2008 – 2011.contract

Revised May 3, 2010

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This Agreement retroactive and effective January 1, 2008, 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, hereinafter known and designated as the Union.

Witnessed that, for, and in consideration of, the mutual covenants hereinafter set forth, parties agree as follows:

#### ARTICLE I. STATEMENT OF PRINCIPLES

SECTION 1. The Employer has heretofore recognized the Union as the sole and exclusive bargaining unit of all full-time, permanently appointed Communication Officers now or hereafter employed by the Municipal Office of the Borough of Point Pleasant except: confidential and supervisory employees and all others employees.

SECTION 2. The Employer has an obligation pursuant to Chapter 123, Public Laws of 1974, N.J.S.A. 34:13A-1, et seq., to negotiate with the Union as the said representative and to provide orderly and peaceful proceedings for presenting employee's grievances and proposals.

SECTION 3. The Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

SECTION 4. The exercise of the foregoing powers, authority, duties and responsibilities by the Employer and the adoption of 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 that such specific, express terms hereof are in conformity with the Constitution and Laws of the State of New Jersey and of the United States. That 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 under any local laws as they pertain to the Employer; and it is the intention of both parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

#### ARTICLE II. NEGOTIATING PROCEDURE

SECTION 1. Negotiations for a successor Agreement shall begin no later than September 1st of the appropriate year.

SECTION 2. Neither party shall have any control over the selection of the negotiating representatives of the other party, and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make further counter-proposals in the course of the negotiations, with final approval of the Contract to be made by the Employer at an open public meeting after ratification by the Union.

SECTION 3. With the sole exception of an agency shop provision, this Agreement incorporates the entire understanding of the parties in all matters which would or could have been the subject of negotiations; and neither party shall be required to negotiate further for the years 2008, 2009, 2010 and 2011, with respect to any negotiable matter, whether or not covered by this Agreement.

SECTION 4. Except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as though set forth at length herein; and nothing provided herein shall be interpreted or construed so as to eliminate, reduce or otherwise detract from any benefits to either party existing prior the effective date of this Agreement, other than as changed by this Agreement.

SECTION 5. Copies of this Agreement shall be printed at the expense of the Employer, and when such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed, the Agreement shall be presented to all members of the Collective Bargaining Unit.

### ARTICLE III. 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 IV. GRIEVANCE PROCEDURE

**SECTION 1.** For the purpose of this agreement, the term "grievance" as used herein means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement affecting any employees covered by this agreement.

**SECTION 2.** An aggrieved employee shall present his/her grievance in writing within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.

### SECTION 3

**STEP 1.** The employee and a representative from Teamsters Local Union 469 (Union), or the employee individually, but in the presence of a representative, shall take up the grievance in writing with the Chief of Police as is applicable who shall answer the grievance in writing within five (5) working days.

**STEP 2.** If the grievant and/or the representative of Union is not satisfied with the results of Step 1, then, within five (5) working days, the grievant or the representative 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 Union Representative or the grievant. The written decision of the Borough Administrator shall be issued within five (5) working days of the meeting.

**STEP 3.** If the Employer and/or the Union is not satisfied with the results of Step 2, then such employee and/or Union shall present the grievance in writing within five (5) calendar days to the Mayor and Council whose answer shall be in writing within ten (10) working days or in the event a Council Meeting is not held during said time, answer shall be given in writing within two (2) working days of the next regularly scheduled Council Meeting.

**STEP 4.** 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 Mayor and Council, may bring the grievance to the New Jersey Public Employment Relations Commission (PERC) to be resolved according to its rules and regulations.

**STEP 5.** 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. The decision of the arbitrator shall be final and binding.

**STEP 6.** 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 V. SALARIES AND RATE OF PAY

**SECTION 1.** The salary for all employees shall be based upon a Grade and Step Plan as delineated on Attachment I (Salary Grade for Each Position). The wage increases and effective dates for increases applied to the salary scales are as follows (SEE ATTACHED). All wage increases are retroactive to the respective dates as outlined below:

Effective 1/01/08	Effective 1/01/09	Effective 1/01/10	Effective 1/01/11
4.00%	4.00%	3.50%	3.50%

**SECTION 2.** Every individual will advance one step on the pay scale on the first day of the month of their anniversary until reaching maximum salary in grade.

**SECTION 3.** The regular rate of pay for members of the bargaining unit shall be his/her annual salary plus his/her longevity compensation, as determined by the provisions of this Agreement, divided by the number of regular pay periods in the year.

## ARTICLE VI. EMPLOYEE WORK SCHEDULE

SECTION 1. The work day for employees shall consist of a shift of eight hours. The starting times for shifts shall be 8am, 4pm and 12 midnight.

SECTION 2. Employees will be assigned shifts of five (5) consecutive days with two consecutive days off. Shifts shall be selected by seniority.

SECTION 3. During the normal work day, a member of the bargaining unit shall be entitled to one (1) fifteen-minute break during the morning, one (1) fifteen-minute break during the afternoon hours of work, and one (1) thirty minute break for lunch, providing there is sufficient coverage.

SECTION 4. 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 to a maximum of three days.

## ARTICLE VII. OVERTIME COMPENSATION

SECTION 1. Each member of the Bargaining Unit shall be paid overtime compensation at the rate of one and one-half (1-1/2) times his/her regular rate of pay for all hours worked in excess of forty (40) hours in any work week.

SECTION 2. If a member of the Bargaining Unit is called to work on other than his/her normally scheduled work day between the hours of 12 midnight and 6: 00 a.m., such employee (s) shall be guaranteed three (3) hours pay.

SECTION 3. If a member of the Bargaining Unit works sufficient hours to qualify for overtime pay, such member of the Bargaining Unit shall have the option to take compensatory time at an equivalent of straight time, in lieu of overtime pay, at a time mutually agreeable with the immediate supervisor and the employee. The maximum amount of compensatory time an employee may be permitted to accrue is forty (40) hours. An employee who has accrued the maximum number of compensatory hours allowed shall be paid all additional overtime in pay.

SECTION 4. For each off-duty court appearance required of an employee, there shall be paid to such employee, overtime compensation for either the time devoted to such appearance, or for two (2) hours overtime, which ever shall be greater.

## ARTICLE VIII. EMPLOYEE RIGHTS

SECTION 1. No permanent employee who has served his/her probationary period shall be disciplined, reprimanded, reduced in compensation or job classification without just cause. If any member of the Bargaining Unit participates during working hours in scheduled negotiations or grievance proceedings, he/she shall suffer no loss in pay or change in scheduled work hours. A maximum of two bargaining unit members shall be excused during working hours and still receive pay through the Borough.

SECTION 2. Other than working hours, the Union shall have the right to use Municipal Buildings at all reasonable hours for meetings upon notification to the Borough Clerk.

SECTION 3. Other than working hours, the Union shall have the right to use Municipal facilities and equipment, including: typewriters; mimeographing or other duplicating equipment; calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental thereto and for any repairs necessitated as a result thereof.

SECTION 4. Any an all job vacancies in the Bargaining Unit shall be posted on the bulletin board of the lounge for a total of ten (10) working days. Any member of the Bargaining Unit desiring to be considered for such vacancy shall sign the job posting sheet in ink. The final determination as to who shall fill the position shall be made by the Borough Council, which is not precluded from considering application(s) from non-employee(s).

## ARTICLE IX. SENIORITY

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's 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 service with the Employer, regardless of capacity or department. For all new employees as of the effective date of this Contract, seniority shall be based on continuous full time service.

SECTION 4. An employee shall lose all seniority rights for any one or more of the following reasons, but not limited to these reasons:

- (a) Voluntary resignation
- (b) Discharge for good reason
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, 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 Employer deems appropriate.
- (d) Failure to be recalled after layoff for a period in excess of twelve (12) calendar months.

SECTION 5. Seniority shall be among the factors considered for any employee seeking either a promotion or transfer to any position resulting in a pay increase in responsibilities or duties.

SECTION 6. Seniority shall be the prime consideration in the selection of vacation time.

SECTION 7. In the event of a general reduction in force, the Union shall be notified in accordance with all rules and regulations as promulgated by the New Jersey Department of Personnel.

SECTION 8. An employee laid-off during the general reduction in force and who is recalled and reinstated to her/his former position, shall receive her/his former rate of pay or the current wage for her/his position, whichever is the higher.

SECTION 9. 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. It is the responsibility of the employee to keep the Municipal Offices informed of his/her current address.

## ARTICLE X. HOSPITAL AND MEDICAL INSURANCE

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. If however any current employee of the Borough in this bargaining unit is currently working part time, and therefore not now eligible for health insurance to be paid for by the Borough, and becomes during the term of the contract a full time employee so as to be eligible for health insurance to be paid by the Borough that employee who is "grandfathered" because of existing part time employment shall be eligible to obtain the traditional plan health insurance coverage. This provision shall become null and void when the conversion is made to the State Health Benefits Plan.

SECTION 3. Until the NJ State Health Benefits Plan Direct 10 is implemented employees and dependents shall be provided with a drug benefit program 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 4. Effective May 2010 or as soon as possible, the employees will be enrolled in the NJ State Health Benefit Plan Direct 10 medical and prescription plan. All co-pays involving pharmaceutical and other health benefits shall be as provided by the New Jersey State Health Plan.

SECTION 5. Effective with the first paycheck to be issued to each member after May 21, 2010 each employee agrees to reimburse the Borough 1.5%, on a payroll payment basis, of their annual base salary for medical contributions made by the Borough on their behalf.

SECTION 6. The Employer shall provide dental coverage (75%) to all employees at no cost to them. Said plan shall be the Connecticut General or its equivalent.

SECTION 7. 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.

SECTION 8. The month following ratification of the collective bargaining agreement, 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, which shall be the Borough's total and full responsibility for this coverage. Such payment is not subject to retroactive payment.

#### ARTICLE XI. VACATION

SECTION 1. During each year of this Agreement, each full-time member of the Bargaining Unit shall be entitled to vacation with pay at his/her regular rate of pay as follows:

LENGTH OF SERVICE	VACATION TIME
Up to one year (after each month of service)	One (1) working day
Second through fifth year	Fourteen (14) working days
Sixth through tenth year	Seventeen (17) working days
Eleventh through fifteenth year	Twenty (20) working days
Sixteenth through twentieth year	Twenty-three (23) working days
Twenty-first through twenty-fifth	Twenty-six (26) working days
Twenty-sixth year and thereafter	Twenty-nine (29) working days

During the final year of employment one twelfth (1/12th) of annual vacation based upon years of service for each month of service.

SECTION 2. Also, employees covered under this Contract shall be entitled to three (3) personal days. Personal days shall be administered in the same manner as vacation days except that all personal days must be utilized within the year given or are forfeited.

SECTION 3. Scheduling of vacation shall be subject to the Chief of Police, in accordance with sound departmental administrative requirements; however, scheduling of vacation time shall be based upon seniority, provided that such requests for vacation time are filed with the proper department head, according to existing practice and procedure.

## ARTICLE XII. HOLIDAYS

SECTION 1. The following days are recognized as holidays, and members of the Bargaining Unit shall not be required to work on such days. However, they shall be paid their regular rate of pay for a normal working day.

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

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

SECTION 2. The overtime rate will be paid for all work performed on a designated holiday. In the event that any member of the bargaining unit is required to work on any of the aforesaid holidays, or in the event of administrative requirements:

- a. The member of the bargaining unit, in lieu of such compensating time off, may elect to waive such compensating time off to work. In lieu, thereof to be paid at his/her regular rate of pay for such work, with the payment of all said work in lieu of holiday time off. To be made to the member of the bargaining unit by the first pay day in December.
- b. Holiday pay shall be paid by the borough to each member of the unit on the last pay of November in each year of this agreement.
- c. Effective January 1, 2003 the overtime rate will be paid for all work done on a designated holiday. This compensation shall be in addition to the holiday pay paid by the Borough to each member of the unit on the last pay in November in each year of this agreement as has been prior practice.

SECTION 3. When any of the above holidays is in conflict with the religious belief of any employee, such employee may substitute a religious holiday of his/her own belief, provided adequate notice is given to the Chief of Police.

## ARTICLE XIII. SICK LEAVE

SECTION 1. Each permanent, full-time member of the Bargaining Unit is granted fifteen (15) working days sick leave with pay each calendar year. Members of the Bargaining Unit with less than (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 the day of employment, and fifteen (15) days sick leave with pay for each calendar year thereafter. During the first three (3) months of employment, an employee may accumulate, but not take, sick leave.

SECTION 2. Sick leave not taken in any one (1) year shall accumulate from year to year; and each member of the Bargaining Unit shall be entitled to use such accumulated sick leave with pay if, and when, needed.

SECTION 3. The Employer may require the certificate of a reputable physician in attendance, as proof of illness or injury of the member of the Bargaining Unit or of the need for her/his attendance upon a member of her/his immediate family, for leaves under the following conditions:

- (a) Leave taken the day immediately prior to, or immediately following, an authorized, paid holiday as specified in this Agreement or a vacation.
- (b) Three (3) consecutive days of absence for reasons of illness.
- (c) Absence on sick leave for three (3) days or more in any one (1) month, or an unacceptable pattern of absence on sick leave.
- (d) Said certificate may be required by the department head or the Municipal Administrator; and, in addition thereto, the Municipal Administrator may require the member of the Bargaining Unit to be examined by a physician of the Borough's choice at the employee's own expense.

(e) If the Borough imposes sanctions for an unacceptable pattern of absence on sick leave, such sanctions shall not last for more than two (2) years.

SECTION 4. In computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such member of the Bargaining Unit is paid, under provisions of Chapter XV of Title 34 of the revised statutes of New Jersey, for temporary disability for the period of time that such member shall be absent from work on sick leave.

SECTION 5. Sick leave is hereby defined to mean absence from post of duty of employee due to illness, injury, exposure to contagious disease or attendance upon the member of the Bargaining Unit's immediate family being seriously ill or injured and requiring the care and attendance of such member of the Bargaining Unit.

SECTION 6. 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 7. An employee at his/her sole discretion may chose to turn in two (2) sick days to receive one (1) personal day, however, an employee must have fifty (50) sick days accumulated to be eligible. The maximum an employee is allowed to use is ten (10) sick days to receive five (5) personal days.

#### ARTICLE XIV. OTHER LEAVES OF ABSENCE

SECTION 1. The Employer may grant upon written request of the employee a leave of absence without pay.

SECTION 2. Maternity Leave - The Employer shall grant maternity leave without pay to any member of the Bargaining Unit upon request, subject to the following stipulations and limitations:

(a) The Employer may request a certificate by a reputable physician relating to the employees physical condition. The leave granted for maternity purposes shall be for a reasonable period of time, however, not to exceed six (6) months.

(b) Any member of the Bargaining Unit who is physically disabled during the period of maternity leave shall be entitled to use sick leave for the number of days specified by her physician's written statement.

(c) Upon return from leave granted, pursuant to this Section, a member of the Bargaining Unit shall be considered as if she/he were actively employed by the Employer during the leave, and shall be placed upon the salary schedule at the level she/he would have achieved if she/he had not been absent. Seniority will not accumulate during a period of leave of absence without pay.

#### SECTION 3. Bereavement

(a) 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.

(b) 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.

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

(d) 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.

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.

SECTION 4. 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 less the amount of his jury duty pay.

## ARTICLE XV. LONGEVITY COMPENSATION

SECTION 1. In addition to the annual salary, members of the Bargaining Unit shall receive longevity compensation as follows:

YEARS OF SERVICE	PERCENT 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%)

## ARTICLE XVI. RETIREMENT BENEFITS

SECTION 1. It is in the best interests of the Borough of Point Pleasant to encourage employees to commit themselves to lifetime careers of public service and, to that end, to assure that employees who do devote their lives to such careers receive adequate retirement benefits.

SECTION 2. For the purposes of computing both employee and employer contributions to the Public Employees Retirement System, the remuneration upon which such contributions are calculated shall be the sum of each respective employee's annual salary plus his/her longevity compensation.

SECTION 3. Employees who purchase prior retirement will have their anniversary date adjusted to correspond with pension records. The employee will be entitled to accrue additional vacation days and his longevity base commensurate with their new anniversary date for any previous employment with the Borough of Point Pleasant. The purchase of retirement benefits shall not apply to the twenty-five (25) years requirements of service with the Borough as provided for in this Section 7 herein.

SECTION 5. Employee who purchases prior retirement credits will have their anniversary date adjusted to correspond with pension records. Additionally, seniority will be adjusted with reference to vacations, and longevity will be adjusted also.

SECTION 6. 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.

SECTION 7. Employees who retire with twenty-five (25) or more years of service with the Borough and 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 to the employee and the employee's spouse.

SECTION 8. 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 pay upon receipt of bill from the Borough Clerk the cost of said coverage charged by the medical providers of the Borough.

## ARTICLE XVII UNIFORMS AND EQUIPMENT

SECTION 1. To ensure that all future employees be adequately and appropriately equipped upon assuming their duties, each regular employee shall, upon the commencement of his/her duties be issued:

- A. Three (3) pairs of summer pants
- B. Three (3) pairs of winter pants
- C. Three (3) long sleeve shirts
- D. Five(5) short sleeve shirts
- E. One (1) necktie
- F. One(1) pair of boots or shoes
- G. One (1) leather belt
- H. One (1) hat

SECTION 2. To receive payments to partially defray the expense of replacing uniform components required civilian clothing and necessary cleaning and repairing newly appointed members of the bargaining unit must complete one (1) year of service. After completing one (1) year of service, the members of the bargaining unit shall for each remaining month of that calendar year receive one twelfth (1/12) of the established sum. As indicated below and thereafter, shall receive yearly the following:

- a. To partially defray the expense incurred by regular members of the bargaining unit in replacing worn or damaged uniform components. The employer shall within thirty (30) calendar days after the adoption of the municipal budget, recompense each member of the bargaining unit for the replacement cost of damaged or worn uniform component(s), not to exceed four (\$525.00) for 2009, with an additional twenty five (25) dollars annually, for the remainder of this agreement per member of the bargaining unit, after receiving proof of their uniform components(s) replaced and the cost thereof.
- b. The Borough of Foint Pleasant shall in lieu of cleaning payments for each officer, contract with a local cleaner for the cleaning of the police uniforms.

## ARTICLE XVIII LIABILITY PROTECTION

SECTION 1. That the employer recognizes the employees are frequently called upon to assist citizens in both emergency and non-emergency basis. That performance of such duties may result to assert claims against the officer for money damages grounded by negligence, will misconduct or both. And that assert claims exposes employees to great financial loss in the event of an adverse verdict and in the event that the employees are called upon to defend such claims.

SECTION 2. To assure that the employees may effectively perform their duties without fear of financial loss because of damage claims asserted against them, the employer shall:

- a. Continue to maintain in effect public liability insurance in an amount adequate to protect employees damage awards grounded in negligence.
- b. Maintain in effect liability insurance in an amount adequate to protect employees against claims for compensatory damages arising out of alleged gross negligence, malicious prosecution, false arrest, assault and battery and similar torts.
- c. In accordance with N.J.S.A. 40A:14-155 whenever a member of the bargaining unit is a defendant in any action or legal proceeding arising out of a directly related to the lawful exercise of their official duties, the employer shall provide said member with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him/her by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

## ARTICLE XIX PERSONNEL FILES

SECTION 1. Upon reasonable advance notice, members of the bargaining unit shall have the right to review their own personnel file. Except for initial letters of recommendation and/or matters pertaining to an internal investigation.

SECTION 2. Members of the bargaining unit shall be shown all written, derogatory material, which is to be placed in their file prior to such placement, unless such material are to be used in an internal investigation.

SECTION 3. Only one (1) personnel file shall be used, except for matters pertaining to an internal investigation.

ARTICLE XX CIVIL SERVICE CERTIFICATION

All Communications personnel are to become civil service certified within one (1) year of employment as set forth in department of personnel guidelines, upon successful completion of all mandated certifications and processes.

ARTICLE XXI. SAVINGS CLAUSE

SECTION 1. The parties agree that if any provision of this Contract or the application of this Contract as it applies to any member of the Bargaining Unit or set of circumstances shall be held invalid, then the remainder of this Contract or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XXII. DURATION

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, Borough Clerk

Teamsters Local Union No. 469

  
Fredrick Potter, President

Attest:

\_\_\_\_\_