

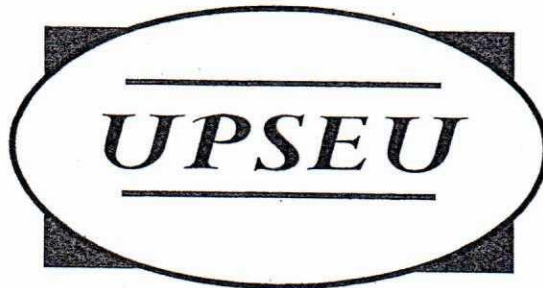
Union Copy

COLLECTIVE BARGAINING AGREEMENT

By and Between

BOROUGH OF HAMBURG

and the



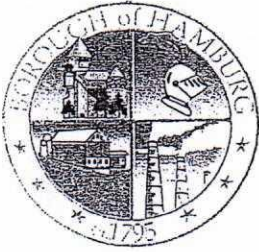
UNITED PUBLIC SERVICE EMPLOYEES UNION

JANUARY 1, 2010 - DECEMBER 31, 2012

COPY

Borough of Hamburg

16 Wallkill Avenue
Hamburg, New Jersey 07419



Doreen Schott Borough Clerk / Registrar
Telephone: 973-827- 9230 X 13
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Boro_clerk@hamburgnj.org
www.hamburgnj.org

August 10, 2010

United Public Service Employees Union
Mr. Bill Sullivan
3555 Veterans Hwy., Suite H
Ronkonkoma, NY 11779

Dear Mr. Sullivan:

Enclosed please find one (1) fully executed copy of the Collective Bargaining Agreement between the Borough of Hamburg and the United Public Service Employees Union for the period of January 1, 2010 through January 21, 2010.

Should you have any questions please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Doreen Schott'.

Doreen Schott, RMC
Municipal Clerk

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PREAMBLE

This Agreement entered into this 2 day of August 2010, by and between the Borough of Hamburg in the County of Sussex, New Jersey, hereinafter called the "Borough", and the United Public Service Employees Union hereinafter called the "UPSEU", represent the complete and final understanding on all the bargainable issues between the Borough and the Union.

ARTICLE I RECOGNITION

The Town recognizes the Union as the sole and exclusive collective bargaining agent for all full-time employees that hold the following titles: Lead BPW/Roadworker and BPW/Roadworker.

ARTICLE II MANAGEMENT RIGHTS

The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough; subject only to the limitations of this Agreement and applicable State law, is vested in the retained by the Borough.

ARTICLE II-A EMPLOYEE RIGHTS

- Section A Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the New Jersey State Statutes or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- Section B Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, provided such activities do not violate any local, State or Federal law.
- Section C Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative elected or approved by UPSEU. When an employee is not represented by UPSEU, UPSEU shall have the right to be present and to state its view at all stages of the grievance procedure.

Section D No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of UPSEU or any other participant in the grievance procedure by reason of such participation.

ARTICLE III GRIEVANCE PROCEDURE

Section A Suspensions, Demotions, Removals:

In any case where a permanent employee is issued a notice of disciplinary action involving, (a) suspension (b) fine (c) demotion, or (d) removal, the Mayor and Council shall conduct a hearing on the matter.

Section B Grievances:

Any grievance relating to the position, wages, or working conditions of an employee covered by this Agreement shall be handled in the manner set forth below:

1. The employee should discuss the grievance with his/her immediate supervisor. He may be represented by a member of UPSEU declined to represent the employee, he/she shall have the right to proceed without such representation. If the employee or UPSEU is not satisfied with the result of the discussion with his/her supervisor, either may file a written notice of grievance with the employee's Department Head or relevant Council Member, as the case may be. If, for any reason, the employee or UPSEU does not wish to discuss the grievance with the employee's supervisor, the procedure may be begun with the written notice to the Department Head or Council Member, as the case may be.
2. The Department Head or Council Member shall review all aspects of the grievance that he/she deems necessary and shall render written determination within ten (10) days and shall advise the employee and UPSEU of such decision immediately thereafter and forward to each a copy of his/her determination.
3. The employee or UPSEU may appeal the decision of the Department Head or Council Members within five (5) days of receipt of the decision if either is unsatisfied with the result, by filing a written notice of appeal with the Mayor and Council and,

at the same time, forwarding copies of all previous writings on the matter. Within the next thirty (30) days, the Mayor and Council shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and UPSEU of such decision immediately thereafter and forward to each a copy of their determination.

4. If the grievances are not settled by the steps outlined above, UPSEU or the employee within ten (10) working days after receipt by the employee, and UPSEU of the Mayor and Council's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter PERC). PERC shall appoint an arbitrator to hear the grievance. The arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the hearing and shall be final and binding upon both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE IV WORK WEEK

- Section A The normal work week for the Road Department shall be Monday through Friday consisting of forty (40) hours per week, eight (8) hours a day, five (5) days per week. The hours shall be 6:30 am to 2:30 pm with one half (½) hour paid lunch period.
- Section B All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time and one half (1 ½) the regular straight time rate.
- Section C All work performed on a Sunday or a holiday shall be paid at the rate of two and one half (2 ½) times the regular straight time rate.
- Section D Overtime shall be distributed on a rotating basis. Reasonable efforts shall be made to equalize the amount of overtime given to employees.

**ARTICLE V
HOLIDAYS**

Section A All full-time employees shall be entitled to holiday leave of absence with pay in celebration of the following holidays:

New Year's Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

If any of the above holidays fall on a Saturday it shall be celebrated on the preceding Friday or if it falls on Sunday it shall be celebrated on Monday.

Section B Nothing herein shall prevent the Mayor and Council from granting additional holidays if it sees fit to do so.

Section C Any employee absent for work for any reason, either before or after a work holiday, shall receive only straight time for the holiday.

**ARTICLE VI
VACATIONS**

All full-time employees shall be entitled to paid vacation in accordance with the following schedule:

Years of Service	Amount of Vacation
1 st year	5 days
2 - 5 years	10 days
6 - 12 years	15 days
13 - 16 years	20 days

Where in any calendar year when the vacation or any part thereof is not granted or taken, such vacation periods or parts shall accumulate to a maximum of seven (7) days and shall be taken during the next succeeding calendar year.

**ARTICLE VII
HOSPITALIZATION AND INSURANCE BENEFITS**

- Section A The Borough shall provide the existing medical/hospital/prescription drug program. Employees shall contribute one and one-half percent (1.5%) of their base salary toward health insurance.
- Section B The Borough shall also provide, at no cost to the employee, the existing dental insurance as provided by the Delta Dental Plan or comparable and the existing eye care plan.
- Section C In the event that the insurance carriers presently carrying the hospitalization, medical and dental insurance for the Borough shall refuse to carry or continue said insurance coverage, the Borough shall immediately apply to a new insurance company or companies for the comparable insurance as is now provided and shall provide that there shall be no interruption of insurance coverage afforded.
- Section D The Borough shall provide life insurance coverage on the lives of each of its employees in the amount of ten thousand (\$10,000). The Borough shall pay the complete premium.

**ARTICLE VIII
SICK LEAVE**

- Section A Sick leave is hereby defined to mean absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care of attendance of such employee.
- Section B Sick leave with pay shall be granted to all full-time employees of eight (8) working days for each calendar year. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his/her credit up to the amount of twenty-seven (27) days and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.
- Section C Accumulated sick leave shall be determined and calculated from the date of employment.

Section D

If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for three (3) or more consecutive working days, upon request by the Borough shall be required to submit acceptable medical evidence substantiating his/her right to such leave. In case of leave of absence due to exposure to contagious disease, or certificate from the Department of Health shall be required before return to employment if request by the Borough. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

**ARTICLE IX
WORK RELATED INJURY OR SICKNESS**

The Borough shall make payment of his/her full salary to any employee who receives an injury or illness as a result of or arising out of the employee's employment with the Borough, which injury or illness prevents the employee from performing his/her duties, and is collecting temporary disability payments under the Worker's Compensation Laws of New Jersey, provided that the employee assigns and pays over to the Borough any payments made to him/her for temporary disability under the said Workmen's Compensation laws of the State of New Jersey. Notwithstanding the foregoing, the Borough's obligation to make payment of full salary shall expire after twelve (12) months of absence due to the said injury or illness and the employee's shall no longer pay or sign over to the Borough any payments for the said disability.

**ARTICLE X
PERSONAL DAYS**

In addition to any other leaves of absence set forth herein, all employees shall be entitled to three (3) personal days each year with pay to conduct personal business. Personal days cannot accumulate from year to year.

**ARTICLE XI
SALARIES AND COMPENSATION**

- Section A Each employee shall receive a salary increase in accordance with the schedule set forth below:
- January 1, 2010 - \$ 1.00 per hour, retroactive
January 1, 2011 - 2.5 % increase
January 1, 2012 - 2.5 % increase
- Section B Full-time employees shall be paid on the 15th and 30th of each month.
- Section C New employees hired after January 1, 2010 will receive \$13.00 per hour.
January 1, 2011 - 2.5 % increase
January 1, 2012 - 2.5 % increase
- Section D Lead BPW/Roadworker will receive an additional \$.50 per hour retroactive to January 1, 2010. The Lead BPW/Roadworker shall be an employee designated by the Supervisor and shall not be removed except for just cause.

**ARTICLE XII
MISCELLANEOUS**

- Section A The Borough of Hamburg shall reimburse each employee for either two (2) pair of work boot or one (1) pair of work boot and one (1) set of rain gear per year, subject to purchase pre-approval by the Supervisor.
- Section B When an employee is called back to duty after the working day is completed he/she shall be entitled to a minimum payment of two (2) hours or the actual amount of time worked, whichever is greater. This shall not apply in the case of employees required to work overtime in conjunction with a regular tour. The time shall begin to run from the time the employee clocks into work.
- Section C Each employee shall be entitled to two (2) coffee breaks per day, each consisting of fifteen minutes, one (1) each morning and one (1) each afternoon.
- Section D Job Posting: The employer shall post any available jobs in the bargaining unit. Current bargaining unit employees shall be able to bid on jobs, if qualified.

Section E After four (4) hours of overtime a meal allowance of ten (\$10.00) maximum will be afforded to each member.

ARTICLE XIII BEREAVEMENT LEAVE

Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren.

ARTICLE XIV PAYROLL DEDUCTIONS

Payroll deductions from employees' salaries for dues to UPSEU shall be made by the Borough upon submission by UPSEU to the Borough of notification by the employee authorizing the Borough to deduct the dues from his/her pay and to forward same to UPSEU.

ARTICLE XV SEPARABILITY

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

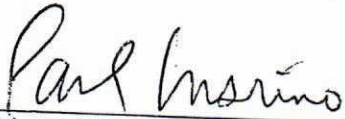
ARTICLE XVI SAFETY EQUIPMENT

The parties agreed that the Borough would provide necessary safety equipment to the employees. The Borough agrees to furnish a first aid kit to be available at the building in the case of emergency treatment.

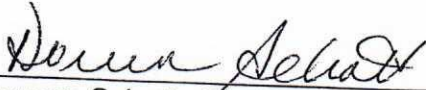
**ARTICLE XVII
DURATION**

This is a three (3) year Agreement covering the period commencing January 1, 2010 through December 31, 2012. This Agreement shall become effective as of and retroactive to January 1, 2010 and shall remain in full force and effect until midnight on December 31, 2012. In the event the parties do not enter into a new Agreement on or before December 31, 2012 then this Agreement shall continue in full force and effect until a new Agreement is executed.

BOROUGH OF HAMBURG



Mr. Paul Marino, Mayor



Doreen Schott, Clerk

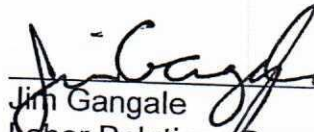
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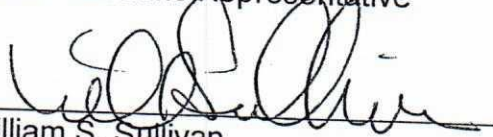
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EMPLOYEES UNION**



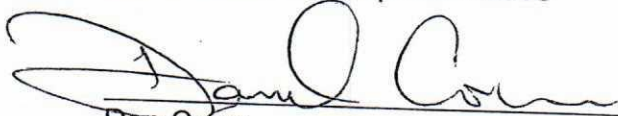
Kevin E. Boyle, Jr., President



Jim Gangale
Labor Relations Representative



William S. Sullivan
Labor Relations Representative



Dan Crum
Shop Steward

Date

8-9-10