



A G R E E M E N T

between

BOROUGH OF POINT PLEASANT

and

TRANSPORT WORKERS UNION OF AMERICA

LOCAL 225 BRANCH 4 AFL-CIO

JANUARY 1, 2011

TO

DECEMBER 31, 2015

AGREEMENT

This Agreement made and entered into this _____ day of April 2, 2013 (date parties reached tentative settlement), to be effective the first day of January 2011 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 the Transport Workers Union of America, Local 225 Branch 4, hereinafter known and designated as the Union.

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

ARTICLE I RECOGNITION

SECTION 1. The Employer heretofore recognizes the Union as the sole and exclusive bargaining unit of all full-time permanently appointed Supervisory Employees now or hereafter employed by the Municipality of the Borough of Point Pleasant except: The Borough Clerk, Municipal Administrator and any other confidential employee.

SECTION 2. All pre-existing conditions terms, and/or practices are null and void unless specifically listed under the terms of this Agreement.

ARTICLE II NEGOTIATIONS PROCEDURE

SECTION 1. During the month of July prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed upon time and place, for the purpose of effecting, if possible a new continuation of the within Agreement.

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 it's representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make further counter proposals in the course of negotiations, with final approval of the Agreement to be made by the Employer at an open public meeting after ratification by the Union.

SECTION 3. This document constitutes the sole and complete Agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may have been subject to collective negotiations.

SECTION 4. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not it was within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

SECTION 5. Copies of this Agreement shall be drafted by the Union. The Employer and the Union shall share in the printing expense, if any. Upon ratification by the Union and approval by Council, the parties shall affix their signatures and within thirty (30) calendar days after the Agreement is signed, each member of the collective bargaining unit shall be provided with a copy.

SECTION 6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III MANAGEMENT RIGHTS

A. 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 prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees by utilizing the personnel, method and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deemed best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.
4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. 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.

7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereto and only to the extent that such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the Borough of Point Pleasant.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other National, State, County or local laws or ordinances.

ARTICLE IV NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE V NO-STRIKE CLAUSE

SECTION A. The Union covenants and agrees that during the term of this agreement, neither the Union nor any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence from his/her duties of employment), work stoppage, slow-down, walk-out or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

SECTION B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

SECTION C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in a law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

SECTION D. The Borough agrees not to lock out its employees.

ARTICLE VI GRIEVANCE PROCEDURE

SECTION 1. "Grievance" - definition: A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment.

SECTION 2. Any aggrieved employee shall present his/her grievance within five (5) working days of knowledge of its occurrence, or the grievance shall be deemed to be waived.

SECTION 3. The procedure for considering and resolving grievances is as follows:

Step 1. The employee and a Union representative, or the employee individually but in the presence of a representative may file a grievance. Grievance must be submitted in writing. Where applicable, a grievance must first be submitted to the department head within five (5) days of occurrence whose answer shall be in writing within five (5) days. Subsequently, if not resolved, written grievance shall proceed to the Municipal Administrator within five (5) days and whose answer shall be in writing within five (5) days.

Department heads without an immediate supervisor besides the Administrator shall initially file any grievance directly to the Municipal Administrator within five (5) days of occurrence whose response shall be in writing within five (5) working days.

Step 2. If the Union is not satisfied with the results of Step 1, then the Union shall present the grievance in writing within five (5) calendar days to the Municipal Administrator and 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 next regularly scheduled Council Meeting.

Step 3. If the Union is not satisfied with the results of Step 2, then the Union shall present the grievance in writing within ten (10) calendar days of receipt of the response of Step 2 for arbitration in as provided for in Step 4 hereof.

Step 4. The Union may submit a notice of arbitration, with a copy to the Municipal Administrator and the Mayor and Borough Council, to the New Jersey Public Employee's Relations Commission, (PERC), and request the appointment of an arbitrator in accordance with PERC's rules and regulations.

Step 5. The arbitrator's decision shall be in writing and shall be submitted to the Employer and the Union and shall be final and binding to all parties. The arbitrator shall have no authority to add to, subtract from, modify, change or revise this locally negotiated Agreement in any manner. Furthermore, he shall have no authority to issue an award pertaining to an administrative decision or policy, rules and regulations, conditions of employment which are not grounded in this locally negotiated Agreement.

Step 6. If, in the judgment of the Union, a grievance affects employees in more than one department, the Union may submit such grievance in writing directly at the second step. The processing of all advanced steps filed grievances shall be filed at the level which can grant relief.

Step 7. The costs for services of the arbitrator, including predetermined expenses, if any, and actual and necessary travel, subsistence expenses or costs of hearing room, shall be borne equally between the Employer and the Union.

Step 8. The time limits set forth herein shall be strictly adhered to. However, the parties may waive the time limits for any Step herein by mutual consent affirmed in writing by the representatives of either party.

ARTICLE VII SALARIES AND RATE OF PAY

SECTION 1. The minimum salary increase for all employees shall be as follows:

Effective January 1, 2011	-	4.0	% retroactive increase
Effective January 1, 2012	-	2.0	% retroactive increase
Effective January 1, 2013	-	2.0	% wage increase

Effective January 1, 2014 - 2.0 % wage increase
 Effective January 1, 2015 - 2.0 % wage increase

Respectively, the grade and wage shall be shown on attachment #1.

SECTION 2. The regular rate of pay for members of the bargaining unit shall be his/her salary plus his/her longevity compensation as determined by the provisions of this Agreement.

SECTION 3. The Borough agrees to provide four (4) paid comp days to all employees as compensation for the four (4) furlough days of 2011. Two (2) days shall be used during 2013 and two (2) days to be used during 2014.

**ARTICLE VIII
 OVERTIME COMPENSATION**

SECTION 1.

a. If the Municipal Court Clerk needs to work other than his/her normally scheduled work day (except scheduled court sessions) said employee shall be guaranteed one (1) hour of compensation if the work needs to be undertaken, without leaving his/her home, during off-duty hours. In the event that the Municipal Court Clerk is required to leave his/her home and perform the extra work at the Municipal Building, off hours, the minimal call out time will be three (3) hours.

b. In the event that the Municipal Court Administrator is required to work on a Holiday, he/she shall receive pay for the holiday and be compensated at the rate of one and one-half times his/her hourly rate per the minimum guarantee established in (a) above.

SECTION 2. Members who are in employ at the Department of Public Works who are other than the Superintendent of the Department of Public Works, shall receive the following overtime compensation:

a. 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.

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

c. Saturday work shall be paid at the rate of time and one half (1 1/2) the hourly

rate for all hours worked. 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.

d. 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.

e. 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 on a holiday which could 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.

f. 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.

g. 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) rate.

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

i. 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 which 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.

j. Said compensation, as provided for above shall be in pay. Compensatory time may only be given with the content 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 an employee may be permitted to accrue is forty (40) hours. An employee who has accrued

the maximum number of compensatory hours shall be paid all additional overtime in pay.

k. 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.

SECTION 3. Flex time shall be available for this unit's member of the Recreation Department for certain activities held after the regular working hours. Said flex time shall only be available with prior approval of the Administrator.

ARTICLE IX EMPLOYEE WORK SCHEDULES

SECTION 1. The work day for members of the Bargaining Unit shall be as follows, except as statutory requirement regulates:

Municipal Offices :

*8:30 a.m. - 4:00 p.m. - Monday through Thursday
9:00 a.m. - 4:00 p.m. - Friday

Department of Public Works:

7:30 a.m. - 4:00 p.m. - Monday through Friday

Office of the Registrar of Vital Statistics:

8:30 a.m. - 4:00 p.m. - Monday through Thursday
9:00 a.m. - 4:00 p.m. - Friday

Department of Recreation:

8:00 a.m. - 3:00 p.m. - Monday through Thursday
8:00 a.m. - 2:30 p.m. - Friday

*These work hours take effect upon similar agreement between the Administrator and the Clerical Workers Union. Until such time, all current work hours as of the date of this contract remain in effect.

It is specifically understood that Department Heads shall not be required to punch a time clock.

SECTION 2. During the normal work day, a member of the Bargaining Unit shall be entitled to the following lunch periods without pay:

All Municipal Offices (except Department of Public Works and Recreation):
one (1) hour

Department of Public Works
one-half (1/2) hour

Department of Recreation
Monday to Friday one-half (1/2) hour

SECTION 3. The employee work week shall consist of the following:

Municipal Offices and Recreation (except Department of Public Works):
thirty-two (32) hours per week

Department of Public Works:
forty (40) hours per week

**ARTICLE X
EMPLOYEE RIGHTS**

SECTION 1 No employee who has served his/her probationary period shall be disciplined, reprimand, reduced in compensation or job classification without just cause. If any member of the bargaining unit participates during working hours in schedule negotiations or grievance proceedings, he/she shall suffer no loss in pay or change in scheduled work hours.

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

SECTION 3. Any member of the bargaining unit who is a member of the Fire Department or First Aid Squad on a voluntary basis shall be granted time off with pay for attendance at all emergency calls within the Borough of Point Pleasant or mutual aid.

SECTION 4. Time necessary for appearances in any legal proceedings, other than that connected with any form of legal or illegal Union activity, connected with the employee's employment or with the Municipal Offices, if the employee is required by the Court to be present; such employee will suffer no loss of pay, and such time shall be considered as work time in computing overtime pay, if necessary.

ARTICLE XI UNIFORM ALLOWANCE AND MAINTENANCE

SECTION 1. Members of the Bargaining Unit who are employees of the Department of Public Works (who are other than the Superintendent) shall receive a clothing and maintenance allowance of \$930.00 for each year of the contract, and shall increase by \$25.00 in each year of this agreement. The Uniform and Maintenance Allowance for the Supervisors at DPW shall at a minimum match that of other blue collar workers.

a. 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-rate 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. A stipend of \$20. Per month for cell phone use retroactive to January 2011, for Superintendent of Public Works and the three Public Works Supervisors only. The stipend will be paid once a year on December 31st or the last pay period of the year.

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 irreparable. Safety storm shoes shall be provided to all employees requiring same and shall remain Borough property.

ARTICLE XII HOSPITAL AND MEDICAL INSURANCE

SECTION 1. The Borough agrees to provide medical insurance which is equivalent to the program currently in existence. The Borough shall meet with the employee's group

to discuss any changes 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 indemnify employees against reduced benefits from the time that a new plan is implemented, and until a grievance arbitrator's decision is rendered. Effective January 1, 2010, employees shall contribute five (5%) percent of the cost of the medical insurance chosen by that employee, to be repaid to the Borough by means of payroll deductions (26 paychecks per year unless because of a calendar anomaly there are 27 paychecks per year, and under those circumstances the deduction will be one/twenty-seventh (1/27th) of five (5%) of the annual medical insurance premium) toward health benefits.

SECTION 2. Effective January 1, 2010 the prescription co-pay amounts for generic drugs shall be ten (\$10.00) dollars and the co-pay shall be twenty (\$20.00) dollars for name brand drugs. The plan shall include a mail order option.

SECTION 3. The Employer shall provide dental coverage (75%) to all employees at no cost to them. Said plan shall be the current Connecticut General Plan or its equivalent.

SECTION 4. 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 5. Effective upon ratification, the Borough agrees to reimburse the employee for their hospitalization/dental deductible and out of pocket expense up to \$500.00 per year for benefit eligible Borough employees who are married to each other.

SECTION 6. Effective January 1, 2000, the Borough shall provide yearly optical reimbursement for employee and dependent coverage up to one hundred and eighty dollars (\$180.00) per year.

SECTION 7. Effective January 1, 2010 all employees shall forego the "traditional plan" for medical insurance coverage and shall opt for a plan with the Borough's health insurance provider other than the "traditional plan", currently the other plan is the Blue Cross/Blue Shield PPO plan.

ARTICLE XIII VACATION & PERSONAL DAYS

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

follows:

LENGTH OF SERVICE

VACATION TIME

- | | |
|--|---|
| (A) Up to one year | One (1) working day for each month of service |
| (B) Second through fifth year | Fourteen (14) working days |
| (C) Sixth through tenth year | Seventeen (17) working days |
| (D) Eleventh through fifteenth year | Twenty (20) working days |
| (E) Sixteenth through twentieth year | Twenty three (23) working days |
| (F) Twenty first through twenty fifth year | Twenty six (26) working days |
| (G) Twenty sixth year and thereafter | Twenty nine (29) working days |

(H) During the final year of employment, one twelfth (1/2) of annual vacation based on years of service for each month of service.

(I) An employee is only permitted to carry over a maximum of one (1) years vacation entitlement.

SECTION 2. PERSONAL DAYS - All bargaining unit employees shall be entitled to five (5) personal days. Personal days shall be administered in the same manner as vacation days. All personal days must be exhausted within the year granted.

**ARTICLE XIV
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 work day:

- | | |
|------------------------|-------------------------------|
| New Year's Day | Martin Luther King Day |
| Lincoln's Birthday | Washington's Birthday |
| Good Friday | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Election Day-Comp day for DPW |
| Veteran's Day | Thanksgiving Day |
| Day after Thanksgiving | ½ Day Christmas Eve |
| Christmas Day | |

SECTION 2. In the event that any of the above enumerated holidays shall fall on a regular work day, 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 that is named in this Contract shall fall on a Saturday, employees shall receive the preceding Friday off. If a holiday falls on a Sunday, the employees shall receive the following Monday off. If a holiday occurs during a person's vacation period, that day shall not be charged against vacation.

SECTION 4. In the event that Christmas Eve is a work day, the employees shall receive the second half of the day off with no loss of pay.

ARTICLE XV 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 one (1) year of service shall receive one (1) day of sick leave per month of service with pay, from the date 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 his/her attendance upon a member of his/her immediate family, for leaves under the following conditions:

a. Leave taken 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 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 or duty of employ due to illness, injury, and 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.

a. An employee completing a minimum of ten (10) years of full time employment with the Borough who has accumulated sick time, shall be entitled to same upon termination of employment with the Borough upon the conditions set forth in this Section (Ord. #567, S71-1). Except that all new employees hired as of the execution date of this contract shall be entitled to said benefit only up to and including the maximum amount of \$15,000.00.

b. Compensation for accumulated sick time shall be paid at the pay rate in effect as of the employee's retirement date (Ord #567, S71-2).

c. Employees shall notify the Borough Council by December of the year prior to retirement so that the Borough can properly budget the funds. Thereafter, payment shall be made in a lump sum to an employee within thirty (30) days after the final adoption of the annual budget. Employees may receive accumulated sick time as provided above, or, upon request, employees may receive accumulated sick time within thirty (30) days after the final adoption of the Borough's annual budget during the year immediately following the date of retirement (Ord. #567, S71-4).

d. In the event of the death of an employee, the accumulated sick time shall be paid over to the employee's beneficiary as designated in the employee's pension file (Ord. #567, S71-4). Except that the beneficiary of any new employee hired as of the execution date of this contract shall be entitled to said benefit only up to and including the maximum amount of \$15,000.00.

e. In no event shall an employee be compensated for accumulated sick time in an amount greater than sixty percent (60%) of his annual base plus longevity of the year of

employment termination (Ord. #567, S71-5).

f. An employee who is removed from the service for just cause shall not be entitled to compensation for unused sick time, notwithstanding the above.

ARTICLE XVI 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 employee's 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 a 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.

d. All benefits to which a member of the Bargaining Unit was entitled to at the time of her/his leave of absence commenced, including unused accumulated sick leave, shall be restored to her/him upon her/his return; and she/he shall be assigned to the same category of position which she/he held at the time said leave commenced.

SECTION 3. Bereavement Time - Leave as herein defined shall not be charged against either sick leave or vacation time.

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

(b) In the event of the death of an employee's sister, brother, father-in-law, mother-

in-law, sister-in-law, brother-in-law, grandparents, grandchildren, the employee shall be granted three (3) working days from duty with pay.

(c) 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.

(d) 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 to jury duty will be excused from work for the period actually in attendance at court and will be paid less the amount of his/her jury duty pay.

**ARTICLE XVII
LONGEVITY COMPENSATION**

SECTION 1. For employees hired prior to January 1, 1997, the longevity compensation is as follows:

<u>YEARS OF SERVICE</u>	<u>PERCENT OF ANNUAL PAY</u>
After three (3) full years	One percent (1%)
After six (6) full year	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 year's	Nine percent (9%)
After twenty four (24) years and above	Ten percent (10%)

Longevity is to be determined based upon years of full-time employment only.

SECTION 2. For employees hired on or after January 1, 1997, the longevity compensation is as follows:

<u>YEARS OF SERVICE</u>	<u>PERCENT OF ANNUAL PAY</u>
After seven (7) full years	One percent (1%)
After nine full (9) 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 year's	Nine percent (9%)
After twenty-four (24) years and above	Ten percent (10%)

Longevity is to be determined based upon years of full-time employment only.

**ARTICLE XVIII
RETIREMENT BENEFITS**

SECTION 1. It is in the best interest 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 purpose 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. The Employer agrees to provide health insurance for those employees (but not their spouses and dependents) that retire with 25 years of full-time service and attain the age of 55 years.

**ARTICLE XIX
UNION DEDUCTIONS**

SECTION 1. Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and remit dues deducted as directed on the authorization card.

SECTION 2. The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of the Union.

SECTION 3. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made together with a list of names showing employees for whom deductions have been made.

SECTION 4.

a. For any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of employment, the Borough will deduct from all

such employees, an Agency Fee and/or Maintenance Fee charge at a rate of eighty-five (85%) percent of the regular dues, each month at the time the regular dues are deducted and remit such Agency Fee and/or Maintenance Fee charge to the Secretary-Treasurer of the Union.

b. The Union shall deliver to the Employer a written statement in conformance with the necessary requirements of N.J.S.A. 34:13A-5, establishing the fee and a "demand & return system".

c. 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 5. Payroll Deduction for a voluntary COPE donation:

The Borough agrees to deduct and transmit to the Secretary-Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Transport Workers Union Committee on Political Education. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

SECTION 6. The Union will indemnify and save harmless the Borough from any and all claims and disputes that may arise out of or by reason of action taken by the Borough in reliance on the authorization of deducted monies in behalf of the Union.

**ARTICLE XX
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.

SECTION 2. If any provisions are held invalid the employer and the Union will meet for the purposes of negotiating changes made necessary by applicable law.

**ARTICLE XXI
DURATION**

SECTION 1. This Agreement shall become effective as of the first date of January 2008 and shall remain in full force and effect and will expire on the thirty-first (31st) day of December 2010.

IN WITNESS WHEREOF, the parties hereto have caused this precedence to be signed by their duly authorized officers the day and year first written above.

BOROUGH OF POINT PLEASANT

_____, 20____
William Schroeder, Mayor **Date**

ATTEST: _____
David A. Maffei, Municipal Clerk/Administrator

**TRANSPORT WORKERS UNION
OF AMERICA A.F.L.-C.I.O.
LOCAL 225 BRANCH 4**

John T. Menshon, President

Bernadine Pearce, Chairperson

Jerome Lafragola, International Rep.

ATTEST: _____, 20____
Joyce L. Kramer, Secretary Treasurer **Date**

**ATTACHMENT 1
2011 - 2015 SALARY SCHEDULE
TWU LOCAL 225 BRANCH 4**

<u>TITLE</u>	<u>GRADE</u>
Registrar of Vital Statistics	1
Assistant Tax Collector	1
Code Enforcement Officer/Housing Inspector	2
Municipal Court Administrator	2
Chief Assistant Assessor	2
Zoning & Code Enforcement Officer	3
Supervisor Sewers/Supervisor Water	4
Supervisor Streets	4
Supervisor Building Services	4
Superintendent of Recreation	5
Construction Official	5
Tax Collector	6
Chief Financial Officer	6
Tax Assessor	6
Superintendent of Public Works	7
Construction Official - Part Time	8

NOTE: Statutory Titles requiring state certification shall have an additional \$1,000.00 added to their base wages each year of the Agreement.

**ATTACHMENT 1
2008 - 2010 SALARY SCHEDULE
TWU LOCAL 225 BRANCH 4**

*taken from
previous contract
b/c none was
supplied*

<u>TITLE</u>	<u>GRADE</u>
Registrar of Vital Statistics	1
Assistant Tax Collector	1
Code Enforcement Officer/Housing Inspector	2
Municipal Court Administrator	2
Chief Assistant Assessor	2
Building Inspector	2
Zoning & Code Enforcement Officer	3
Electric Sub-Code Official	3
Fire Sub-Code Official	3
Plumbing Sub-Code Official	3
Building Sub-Code Official	3
Supervisor Sewers/Supervisor Water	4
Supervisor Streets	4
Supervisor Building Services	4
Superintendent of Recreation	5
Construction Official	5
Tax Collector	6
Chief Financial Officer	6
Tax Assessor	6
Superintendent of Public Works	7
Construction Official - Part Time	8

NOTE: Statutory Titles requiring state certification shall have an additional \$1,000.00 added to their base wages each year of the Agreement.

GRADE 1

STEP	1	2	3	4	5	6
2011	46886	50906	568256	58939	62958	66978
2012	47824	51924	579622	60118	642178	68318
2013	487801	529623	591201	61320	655022	69684
2014	49756	540511	603024	63894	668122	71018
2015	50451	54020	6150210	62546	681478	71078

50751

540511
54020
55132
55102

63894
62546
63172
63797

71018
71078
72438
72499
72500

GRADE 2

2011	52712	57231	61748	66505	70877	75312
2012	537667	58376	62983	67835	72295	76818
2013	54842	595443	64243	69192	737420	78354
2014	559389	607354	65527	70576	752155	79921
2015	570578	6195049	668398	719877	76720	8152020

GRADE 3

2011	53845	58459	63070	67683	72298	76912
2012	54922	596289	64331	69037	73744	78450
2013	56020	60821	65618	70418	75219	80019
2014	571401	620378	66930	71826	76723	8162020
2015	582834	63278	68269	732622	78257	82351

82351
83252

STEP	1	2	3	4	5	6
GRADE 4						
2011	61059	66291	✓ 71520	✓ 76750	✓ 81979	✓ 87208
2012	62280	676176	72950	78285	83619	88952
2013	63526	68969	74409	79851	85291	90731
2014	64797	70348	75897	81448	86997	92546
2015	66093	71755	77415	83077	88737	94397

GRADE 5

2011	✓ 61235	66459	✓ 71686	76915	✓ 82132	87351
2012	62460	67788	73120	784584	83775	89098
2013	63709	69144	74582	80023	85450	90880
2014	64983	70527	76074	816223	87159	92697
2015	66283	719387	77595	832546	88902	94551

STEP	1	2	3	4	5	6
GRADE 6						
2011	62493	✓ 67822	✓ 73154	7848 5 4	83814	✓ 88852
2012	6374 2	69178	74617	8005 5 3	85490	90629
2013	65018 7	70562	76109	8165 6 4	87200	92442
2014	66318	71973	77631	8328 9 7	88944	94291
2015	67644	73412	79184	8495 5 3	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> 90733 90723 </div>	96177
GRADE 7						
2011						94503
2012						96393
2013						98321
2014						100287
2015						102293
GRADE 8						
2011						8747
2012						8922
2013						91001
2014						928 2 2
2015						946 8 9

OK for

REC'D

AUG 13 2011

POINT PLEASANT BOROUGH
FOR/CLERK

MEMORANDUM OF AGREEMENT
BETWEEN
TRANSPORT WORKERS UNION
LOCAL 225 BRANCH 4
SUPERVISORY EMPLOYEES
AND
BOROUGH OF POINT PLEASANT

WHEREAS, the Borough of Point Pleasant ("Borough") is a municipal employer in the State of New Jersey;

WHEREAS, Transport Workers Union Local 225 Branch 4 ("TWU") is a labor organization representing certain supervisory employees employed by the Borough of Point Pleasant;

WHEREAS, TWU and the Borough are parties to a collective negotiation agreement that expired on December 31, 2010 ("Current CNA");

WHEREAS, TWU and the Borough entered into negotiations seeking a successor CNA;

NOW, THEREFORE, in consideration of mutual promises and representation herein, and intending to be legally bound and the parties understand and agree to modify the Current CNA as follows:

Article XI

New Section "e". A stipend of \$20. Per month for cell phone use retroactive to January 2011, for Superintendent of Public Works and the three Public Works Supervisors only. The stipend will be paid once a year on December 31st or the last pay period of the year. *

Article XIII

Eliminate Section 3 - Birthday and include that day in Section 2 which will read:

Personal Days - All bargaining unit employees shall be entitled to five (5) personal days. Personal days shall be administered in the same manner as vacation days. All personal days must be exhausted within the year granted.

cc: J. Danti
CFO.

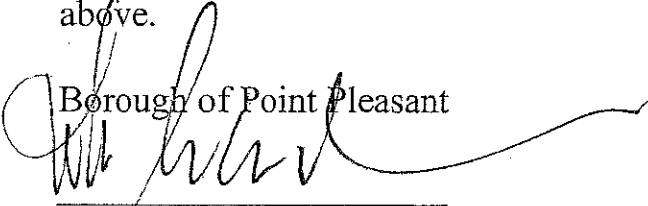
A retroactive increase of 4% for the year 2011. A salary guide to be prepared by the Borough and approved by the Transport Worker Union Local 225 Branch 4.

The term of this agreement will be a one (1) year agreement effective for period beginning January 1, 2011 and expiring December 31, 2011.

All terms and conditions of the current CNA will remain in full force and effect, will remain unchanged, and are incorporate herein except for the revisions, deletions, amendment, or revisions set forth above.

The terms of this agreement are subject to ratification by the parties.

In witness whereof, the parties hereto have caused this precedence to be signed by their duly authorized officers the day and year first written above.


Borough of Point Pleasant

Mayor

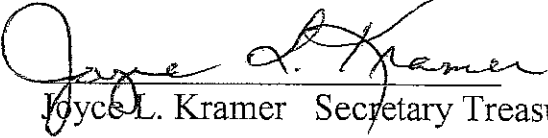
Date

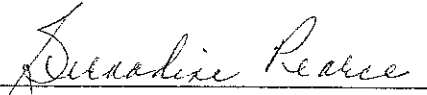
July 24, 2012

Attest:


Municipal Clerk/Administrator

Transport Workers Union
of America A.F.L.-C.I.O.
Local 225 Branch 4


Joyce L. Kramer Secretary Treasurer


Bernadine Pearce, Chairperson


Jerome Lafragola International Rep.