

PREAMBLE

THIS AGREEMENT, Made and entered into on this 19th day of May, 2011, by and between **THE BOROUGH OF UNION BEACH**, a Municipal Body, having its principal business facility located at 650 Poole Avenue, Union Beach, New Jersey 07735, (hereinafter referred to as "BOROUGH"), and **LOCAL UNION 641, MERCHANDISE LOCAL**, Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Labor Organization having its Offices located at 714 Rahway Avenue, Union, New Jersey 07083, (hereinafter referred to as "UNION"), represents the complete and final understanding on all bargainable issues between the BOROUGH and the UNION.

As used herein, the term "EMPLOYEE" shall be interpreted to include both Male and Female employees, and when the masculine gender is used in reference to employees; it shall be interpreted to be applicable in both male and female employees.

ARTICLE I:

RECOGNITION:

In accordance with the "Certificate of Representative" of the Public Employment Relations Commission dated October 22, 1980 (Docket No. RO-81-32), the Borough recognizes the Union as the exclusive collective Negotiations Agent in matters pertaining to wages, hours of work and other conditions of employment for all full-time

ARTICLE I: (Cont'd.)

non-supervisory employees employed by the Borough of Union Beach, but excluding Police, Managerial Executives, and Supervisors within the meaning of the Act, confidential employees, professional employees, elected officials, Director of Public Works, Borough Clerk and Tax Collector.

ARTICLE II:

DUES DEDUCTIONS:

A. The Borough agrees to deduct from the wages or salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended. Said monies together with records of any corrections shall be transmitted to the Union Office by the Fifteenth (15th) day of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either a new authorization from each of its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

C. The Union will provide the necessary "Check-Off" Authorization form and the Union will secure the signatures of its members on the forms and deliver signed forms to the Borough. The Union shall indemnify, defend and save the Borough

ARTICLE II: (Cont'd.)

harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon wage or salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

D. The amount of dues will be certified to the Borough by the Secretary-Treasurer of the Union.

ARTICLE III:

REPRESENTATION FEE:

A. PURPOSE OF FEE:

If an employee does not become a Member of the Union during any membership year (i.e. from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that Membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. AMOUNT OF FEE:

1. NOTIFICATION:

Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

ARTICLE III: (Cont'd.)

2. LEGAL MAXIMUM:

In order to adequately off-set the per capita cost of service rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union Membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEES:

1. NOTIFICATION:

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer, a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with Paragraph 2. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. PAYROLL DEDUCTION SCHEDULE:

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

ARTICLE III: (Cont'd.)

The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Employer; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. TERMINATION OF EMPLOYMENT:

If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. MECHANICS:

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. CHANGES:

The Union will notify the employer in writing, of any changes in the list provided for in

ARTICLE III: (Cont'd.)

Paragraph 1., above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

6. NEW EMPLOYEES:

On or about the last day of each month, 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 30 day period. The list will include names, job titles, and dates of employment for all such employees.

ARTICLE IV:

PROBATIONARY EMPLOYEES:

A. All newly hired employees shall be on probation for a period of three (3) months, following their calendar date of hire.

B. During the probationary period, an employee may be discharged for any reason, which need not be stated by the Borough, and, in which event, there is no recourse by the Union or any employee to the grievance or arbitration procedures in this Agreement.

C. Unless specifically provided otherwise in this Agreement, during the probationary period, employees will be entitled to receive no paid benefits other than wages and will receive no credits for paid benefits following the probationary period provided, however, that employees shall, following their probationary period, accrue Seniority credits from the date of hire in order to determine their anniversary dates for vacation purposes.

ARTICLE V:

HOURS OF WORK AND WORK WEEK:

The normal work day for employees of the Department of Public Works, shall consist of eight (8) hours of work per day, exclusive of a 1/2 hour unpaid luncheon period and the normal work week shall consist of forty (40) hours of work per week or Five (5) Eight (8) hour days of work.

Full-Time Police Dispatchers shall have a normal work week consisting of forty (40) hours of work per week, or Five (5) Eight (8) hour days of work.

Clerical Employees shall have a work week consisting of Thirty-two and One-half (32 ½) hours of work per week, or Five (5) Six and One-half (6 ½) hour days of work.

ARTICLE VI:

OVER-TIME AND PREMIUM PAY:

A. Time and One-Half the employees' regular straight time rate of pay will be paid to employees for all hours worked in excess of eight (8) hours in any work day and/or in excess of forty (40) hours worked in any work week.

B. Time and One-half the employees' regular straight time rate of pay, will be paid to employees for all work performed on Saturday and Sunday.

C. Employees who are recalled from home to work after completing their regular shift shall receive for such "Call Out" a minimum of three (3) hours compensatory time or three (3) hours pay in lieu thereof, at time and one-half rate of pay. Employees shall be required to perform only the job for which they are called out and in addition, any emergency which arises.

ARTICLE VI: (Cont'd.)

D. The normal working hours for employees in the Department of Public Works are from 7:00 AM to 3:30 P.M. with one unpaid ½ hour off for lunch. The ½ hour lunch will be scheduled between the 4th and 5th hour.

If an employee is called to work prior to the normal working hours by the Borough, or is required by the Director to work through his lunch break, due to an emergency, he shall continue to work until the normal stopping time and receive over-time pay for work over eight (8) hours. The Employer shall not send him home before the normal stopping time in order to prevent over-time hours.

Any employee required to work the full regular meal period, shall be paid for the full meal period (1/2 hour) at the overtime rate and shall receive twenty (20) minutes unpaid time to eat lunch. The employer shall not send him home before the normal stopping time to avoid overtime.

E. Over-time for all employees, skilled, non-skilled and foremen included, shall be offered to employees on a rotating basis from a list of all employees which is to be initially established by seniority and qualification, the most senior employee to be on the top of the list and the least senior on the bottom. The Director or person in charge in his absence, shall post the list and offer over-time to the then top name on the list. Once an employee accepts over-time or rejects it, after it has been offered, he shall initial and date the list and be rotated to the bottom of the list. This list shall carry over from one Calendar Year to the next.

ARTICLE VII:

HOLIDAYS:

A. The Borough shall provide all of the employees covered by this Agreement, the following Holidays with full pay at the employee's regular straight-time rate of pay, through no work is performed on such days:

- | | |
|----------------------------------|-----------------------------------|
| 1. NEW YEAR'S DAY | 9. COLUMBUS DAY |
| 2. MARTIN LUTHER KING'S BIRTHDAY | 10. VETERAN'S DAY |
| 3. PRESIDENT'S DAY | 11. GENERAL ELECTION DAY (ANNUAL) |
| 4. LINCOLN'S BIRTHDAY | 12. THANKSGIVING DAY |
| 5. GOOD FRIDAY | 13. DAY AFTER THANKSGIVING |
| 6. MEMORIAL DAY | 14. CHRISTMAS DAY |
| 7. INDEPENDENCE DAY | |
| 8. LABOR DAY | |

15. THREE (3) PERSONAL DAYS*

*Personal Days must be used during the Calendar Year. They may not be carried over.

Newly hired employees shall receive one (1) personal day for each four (4) complete months worked during their first calendar year of employment.

In the event a Holiday falls on a Saturday or Sunday, the employee shall receive the previous FRIDAY off if the holiday falls on Saturday, and the succeeding MONDAY off if the holiday falls on a Sunday.

B. If work is performed on any of the aforementioned holidays, the employee performing the work shall receive time and one-half his regular straight time rate of pay for all hours worked on the holiday, in addition to the aforementioned holiday pay.

C. If a holiday occurs during an employee's scheduled day off or a scheduled vacation period, the employee shall receive regular straight time rate of pay or an extra day off with pay.

ARTICLE VII: (Cont'd.)

D. Employees must work the scheduled workday before and the scheduled workday after, in order to receive Holiday Pay, unless excused by the Director, or by a note from a doctor that the employee was unable to work. If the absence is caused whereby the employee is scheduled for JURY DUTY or if the employee has a death in the family, in those instances, the employee will receive Holiday Pay.

E. When an "emergency day off" is declared for municipal workers, the remaining workers under this contract who continue to work, will be paid holiday pay prorated for the amount of hours that the clerical workers do not work. The above is in effect until the end of the normal work day. Any employees continuing to work beyond the normal work day will receive overtime pay for those hours.

ARTICLE VIII:

VACATIONS:

A. Vacations with pay shall be provided to eligible full-time employees who qualify for same. The vacation benefits shall be determined in accordance with the following schedule:

<u>PERIOD OF CONTINUOUS EMPLOYMENT:</u>	<u>AMOUNT OF VACATION:</u>
Up to THREE (3) MONTHS Employment	0 DAYS
After FOUR (4) MONTHS Employment with a ninety day probationary period	1 DAY PER MONTH total of 9 days in first year
After ONE (1) YEAR Employment commencing with the Date of Hire	12 DAYS

ARTICLE VIII: (Cont'd.)

After FIVE (5) YEARS Employment commencing with the Date of Hire	15 DAYS
After TEN (10) YEARS Employment commencing with the Date of Hire	20 DAYS
After FIFTEEN (15) YEARS Employment commencing with the Date of Hire	25 DAYS
After TWENTY-FIVE (25) YEARS Employment commencing with the Date of Hire	30 DAYS

B. Vacation pay shall be at the employee's hourly rate of pay times eight (8) hours, or in the case of Clerical Workers by multiplying the employee's hourly rate of pay by six and one-half (6 ½ hours).

C. In scheduling vacation, the Borough wherever possible, will grant employees' preferences; provided, however, that the Borough shall have the right to schedule vacations so that it has a minimal adverse effect on efficient operation and management of the Borough's facilities. If more than one employee in the same Department or on the same shift requests the same vacation dates, and the Borough determines that all such requests cannot be granted, vacation requests will be granted according to seniority, and the same will be scheduled by APRIL 1ST for that Calendar Year.

D. Employees shall be entitled to carry over no more than twelve (12) vacation days to the following calendar year unless for any reason additional vacation days are denied by management and cannot be rescheduled before the end of the calendar year, they may be carried over. A fourteen (14) day advance written notice shall be required for any vacation request of more than three (3) days.

ARTICLE VIII: (Cont'd.)

E. In the event an eligible employee is laid off for any period during his vacation year, he shall receive a pro-rate vacation benefit computed on a monthly basis for any period he worked during a vacation year.

F. In the event an eligible employee's services are terminated for any reason, or if the employee quits, he shall be entitled to any vacation benefit which had accrued during the vacation year prior to his termination; provided, however, that in the case of a quit, not less than two (2) weeks prior written notice of resignation is given to the Borough. In the event of the death of an employee, his personal representative shall receive his accrued pro-rate vacation benefit upon submission of proper instrument or authority. In the event of the retirement of an employee, he shall receive his accrued pro-rate vacation benefit up to the date of retirement as provided by Civil Service Law. In no event shall vacation not be granted or taken, accumulate beyond the next succeeding calendar year. If not taken in the next succeeding calendar year, the employee shall forfeit any such entitlement.

F. In the event an eligible employee is on leave of absence, the period spent on such leave of absence shall not be included in determining the employee's anniversary year for vacation purposes and shall not be credited as time worked for purpose of vacation time accruals; provided, however, that if the leave of absence, not to exceed a period of one (1) year, is caused by an injury sustained by the employee within the scope of his or her employment with the Borough, the period spent on such leave of absence up to one (1) year shall be included in determining the employee's anniversary year for vacation

ARTICLE VIII: (Cont'd.)

purposes and shall be credited as time worked for purpose of vacation time accruals.

ARTICLE IX:

FUNERAL LEAVE:

Every employee shall be granted leave with pay on the death of a member of his immediate family. Such leave shall be in accordance with the provisions of the Contract herein signed. In any event, such leave shall be from the date of death, up to three (3) days. If the funeral is outside the State of New Jersey, additional time shall be provided up to a maximum of five (5) days. Family shall include spouse; children; parents; brothers; sisters; and spouse's parents; brothers and sisters and grandparents and grandchildren of employee and/or spouse.

ARTICLE X:

SICK LEAVE:

A. All full-time employees who have completed twelve (12) months of service as of the execution of this Agreement are entitled to fifteen (15) days annual sick leave every year of this Agreement.

B. All other full-time and new full-time employees shall become eligible to qualify for the same sick leave as provided in Paragraph A. above upon the completion of twelve (12) months of service, inclusive of the probationary period. Such sick leave benefits shall begin to accrue after the employee becomes so eligible and shall be pro-rated on monthly basis during the first year of his eligibility.

ARTICLE X: (Cont'd.)

C. Sick leave may also be utilized when a member of an employee's immediate family is seriously sick or ill, and it is required of the employee to attend to that member.

D. An employee shall be reimbursed at the rate of SIXTY-FIVE DOLLARS (\$65) for each unused sick leave day earned prior to and including December 31, 1998. The rate changes to EIGHTY-FIVE DOLLARS (\$85) for each unused sick leave day earned after December 31, 1998. The total reimbursement is limited to a maximum of two hundred (200) days. The Borough will buy back a minimum and maximum of five (5) sick days at 100% of the regular pay. There will be no buy back offered of sick days that have been carried over from previous years. Termination in good standing shall not be deemed to be attained if any employee fails to provide the Borough with at least FOURTEEN (14) DAYS advance written notice in the event of a quit, or if an employee is terminated for a crime of moral turpitude.

E. If an employee is absent due to illness, the Borough will require a Doctor's note after the third missed day of work which is to be submitted by the end of the fourth day.

F. In the event an employee becomes disabled by reason of work connected injury or illness, and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein and in order to be entitled to full pay the employee must submit a medical report(s) of his physician periodically at the request of the Borough, which shall not be more often than once every two weeks. This report must certify that the employee is unable to return to work. In such event the employee shall

ARTICLE X: (Cont'd.)

receive full pay and shall sign over his entire workers compensation temporary disability check to the Borough. Any time after the forty-fifth (45) day the Borough can request that the employee report to the Borough's physician for an examination. If an employee refuses that examination, the Borough will not pay the difference between the employees regular pay and any compensation. If the Borough physician disagrees with the medical reason or reasons that the employee is suffering, that employee will not be entitled to "full pay" and employee's sole entitlement shall be workers compensation or State disability.

G. An employee may elect to purchase up to five (5) accrued sick days per year for the purpose of investing the same in a qualified 457 deferred compensation plan by notifying the Chief Financial Officer in writing.

ARTICLE XI:

REST BREAKS:

All employees shall receive two (2) fifteen (15) minute rest breaks during their normal workday. The break time shall be as near the middle of the half-day of each workday as possible.

ARTICLE XII:

JOB POSTING:

Whenever job openings, recall from lay-offs or newly created jobs occur, the Borough shall comply with all Civil Service Rules and Regulations, (State Department of Personnel), with respect to notification, posting, testing, recall and hiring.

ARTICLE XIII:

SAFETY AND HEALTH:

A. The Borough shall continue its present policy and requirements of pre-employment physical examinations. It shall pay the entire cost of such examinations.

B. A Safety Committee consisting of one person designated by the Union, and one person designated by the Borough shall be instituted for the purpose of discussing conditions at the Borough's Facility and recommending measures to improve and maintain the health and safety of its employees.

C. The Clothing Allowance shall be only for Public Works employees in Street and Maintenance Departments, and for Full-time Dispatchers, and shall exclude Clerical Workers.

D. Uniforms shall be provided for each employee in the Streets and Maintenance Departments, with the cost to the Borough not to exceed \$650.00 per employee. The uniform supplied by the Borough shall be of the color and type presently used and includes work shoes and thermal underwear. The uniforms supplied must be worn by employees at all times during working hours. It is the responsibility of the employee to keep the aforesaid uniforms clean at all times.

E. Full time DISPATCHERS shall be issued a voucher in the amount of \$650.00 per employee. The employee must submit documentation of the purchase of same to the Borough. Uniforms supplied must be worn by employees at all times during working hours. It is the responsibility of the employee to keep the aforesaid uniforms clean at all times.

ARTICLE XIII: (Cont'd).

F. The Borough will pay for an employee's visit to a Doctor of the Borough's choice, once every TWO YEARS, to have a physical examination.

ARTICLE XIV:

SENIORITY:

A. Seniority shall be defined as the continuous length of employment of the employee with the Borough from his date of last hire. At the expiration of the probationary period, the employee's Seniority shall date from the date of his last hire.

B. Seniority shall prevail in the matter of selection of vacations and holidays; and also in promotions, demotions, transfers and lay-offs, provided that qualifications and ability are equal, subject to the applicable provisions of the Civil Service Laws, Rules and Regulations.

C. An employee shall lose his Seniority rights for any one of the following reasons:

1. If an employee quits; or
2. Is discharged for proper cause.

ARTICLE XV:

JURY DUTY:

Employees performing Jury Duty shall receive the difference in pay between the amount received from the jury service and their base wages (excluding any overtime, holiday pay, etc.) which they would have earned on the particular day involved, where

ARTICLE XV: (Cont'd.)

such jury service falls on their regularly scheduled work days. Employees called for Jury Duty must notify their foreman or other superior at least two weeks prior to the date they are to report for Jury Duty and must furnish a copy of the Summons. The Borough reserves the right to request that the Court excuse essential employees in time of need.

ARTICLE XVI:

MANAGEMENT CLAUSE:

A. The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and Employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

B. In the event of a change in conditions, affecting the working conditions, work schedules, etc., the Union shall have the right to seek corrections, improvements, or changes through discussion with the Borough.

ARTICLE XVII:

MAINTENANCE OF STANDARDS:

1. The Borough will continue in effect for the duration of this Agreement any practice involving working conditions, not covered by this Agreement, the existence of which practice has heretofore been acknowledged as a permissible practice by the Borough unless it shall

ARTICLE XVII: (Cont'd).

have been mutually agreed that the continuance of the practice is unreasonable.

2. Newly hired "laborers" are required to have a valid New Jersey driver's license. If a newly hired "laborer" loses said license for a period of "more than six (6) months", the person's future employment is not guaranteed.

ARTICLE XVIII:

GRIEVANCE AND ARBITRATION:

A. Any grievance arising out of the interpretation, construction or application of any provision of this Agreement shall be settled in the following manner:

1. The employee having a grievance shall discuss same with his immediate superior. If the grievance is not fully resolved on this informal basis, the employee shall, within two (2) working days from the date the alleged grievance arose, put his or her grievance in writing, and together with the shop steward, will present said written grievance to the employee's immediate superior. Failure to so submit the alleged written grievance within (2) working days from the date the grievance arose, shall constitute a full bar to the employee asserting the grievance pursuant to this Article.

2. If the alleged grievance is not satisfactorily adjusted pursuant to Paragraph 1. herein, the written grievance will be taken up within four (4) working days from the date the alleged grievance arose, by the Shop Steward and the aggrieved employee, with a

ARTICLE XVIII (Cont'd):

representative of the Borough other than the employee's immediate supervisor.

3. If the grievance is not satisfactorily adjusted pursuant to the provisions of Paragraph 2. above, the written grievance will be taken up within six (6) working days from the date the alleged grievance arose, by a representative of the Union, the Shop Steward and the aggrieved employee, with the representative of the Borough. The Borough shall, within four (4) days following such meeting, render a written decision as to its position with respect to the grievance, a copy of which decision shall be submitted to the Union.

4. (a) If the grievance shall not have been resolved between the parties in accordance with the above grievance procedure, then either the Union or the Borough may, within ten (10) working days after the Borough's answer as to the disposition of the grievance pursuant to Paragraph 3. above, give written to the other party of its desire to arbitrate, and if timely written notice is so served, the matter shall be referred to final and binding arbitration, but not otherwise.

(b) Either the Borough or the Union may request the New Jersey State Board of Mediation, located in Newark, New Jersey, to submit a list of arbitrators from which an arbitrator may be selected in accordance with the practice of the Board, and the decision of such arbitrator so selected shall be final and binding upon both parties.

(c) In the event of arbitration pursuant to the provisions of this Article, the cost and expense of the arbitrator and incidental costs shall be borne equally by the Union and the Borough. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XVIII (Cont'd):

(d) The arbitrator shall be bound by the provisions of the Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(e) Only the Union and the Borough shall have the right to request arbitration.

(f) The parties hereto agree to expedite the grievance and arbitration procedures to the end that any controversy will be settled at as early a date as possible.

(g) In the event an arbitrator in his decision should award any pay or any benefit to an employee(s), it is agreed that there shall be deducted from said award any earnings or benefits the employee(s) earned elsewhere during the period involved.

ARTICLE XIX:

SHOP STEWARD:

A. The Union may appoint one or more of its members to act as Shop Steward in the various departments. His duties shall be to see that the conditions of this Agreement are not violated by either the Borough or members of the Union and under no circumstances shall be discriminated against. He shall not have authority to call any work stoppage.

B. The Shop Steward shall do work assigned to him the same as any other employee. He shall be allowed to take up grievances during working hours, and he may

ARTICLE XIX (Cont'd),:

discuss grievances during working hours, and he may discuss grievances with his supervisor, or the Union representative at the place of employment, during working hours, without loss of pay, provided that the amount of time spent on such discussions does not become unreasonable.

ARTICLE XX:

NO STRIKE – NO LOCK-OUT:

A. It is agreed that the Union, its Officers and Representatives and the employees covered by this Agreement, will not strike, slow down, picket, engage in job actions or in any other way interfere with or interrupt the Borough's operation during the term of this Agreement.

B. The Borough agrees that there will be no Lock-Out of employees during this Agreement.

ARTICLE XXI:

WAGES AND SALARIES:

A. The wages and salaries for all job Classifications covered by this Agreement are set forth in the APPENDIX entitled "SALARIES FOR TEAMSTER'S CONTRACT," affixed hereto and shall be effective retro-active to JANUARY 1, 2011 and shall remain for the period of this Contract.

B. Whenever a new job is established or there is a substantial change in the duties of an existing job, the Borough shall determine the duties thereof. The rate of pay for such new or changed job shall be negotiated between the parties.

ARTICLE XXI (Cont'd):

C. If any employee works ten (10) or more consecutive hours, the Borough shall pay the sum of \$25.00 meal money and an additional \$ 25.00 at the beginning of consecutive 16th hour.

D. Employees will sign all Workmen's Compensation checks to the Borough and in return, shall receive their regular pay and benefits for the period covered by the Workmen's Compensation check.

ARTICLE XXII:

SAVINGS CLAUSE:

If any provision of this Agreement shall be held or adjudicated illegal, or in violation of any present or future law, such adjudicating shall not invalidate any other portion or provision of this Agreement, nor relieve either the Union or the Borough from their respective liabilities under this Agreement. In the event that any portion of this Agreement is held illegal as above mentioned, the Union and the Borough agree to meet promptly in order to negotiate a proper and legal substitute therefore.

ARTICLE XXIII

COMPLETE AGREEMENT:

This Agreement contains the full understanding between the UNION and the BOROUGH, and shall be binding upon all of the employees within the bargaining unit. The Borough agrees not to enter into any Agreement with the employees, which in any way conflicts with the terms and provisions of this Agreement. This Agreement may not be modified except by a written understanding mutually accepted to the Union and the Borough.

ARTICLE XXIV:

WELFARE PLAN AND LONGEVITY:

The Borough shall provide the available health, prescription and dental plans for employees and eligible dependents with full premiums paid by the Borough except as follows:

The employee shall be responsible for the State mandated contribution to the benefits package costs, currently 1.5% of the employee's salary. In the event State law changes and the contribution increases, the employee shall make the maximum required by law.

Probationary employees will be entitled to this coverage after the first thirty (30) days of the probationary period.

The Borough shall participate in the State Employee Waiver/Reinstatement Health Benefits Program. To participate in this Program employees are required to provide proof of other insurance to the Borough. Waiver payments shall be calculated utilizing the State's waiver formula for reimbursement. Payment shall be in two equal payments on or before April 1 and October 1 of each year.

The Borough shall pay eligible employees Longevity Pay, payable pro-rata for that portion of the calendar year the employee has attained the following years of service respectively:

- \$500.00 for over FIVE (5) YEARS but less than TEN (10).
- \$675.00 for TEN (10) YEARS and over but less than FIFTEEN (15).
- \$850.00 for FIFTEEN (15) YEARS of service but less than TWENTY (20).
- \$875.00 for TWENTY (20) YEARS of service and over.

ARTICLE XXIV (Cont'd):

Years of employment shall be from the date of hire with the Borough of Union Beach, and shall not include time employed with CETA or any other Program.

Longevity Pay will be paid in ONE LUMP SUM, which will be received on the FIRST PAY IN DECEMBER.

ARTICLE XXV:

DURATION:

A. This Agreement shall become effective retro-active to the FIRST DAY OF JANUARY, 2011 and shall continue in full force and effect and expire on the 31ST DAY OF DECEMBER, 2013.

B. This Agreement shall continue in full force and effect for an additional period of ONE (1) YEAR thereafter unless written Notice of Termination or Modification is given by the party desiring the same to the other party at least SIXTY (60) DAYS prior to the expiration date provided in this Agreement. The procedure to be followed in the event such Notice of Termination or Modification shall be given is the procedure set forth in the National Labor Relations Act, as amended.

IN WITNESS WHEREOF, the parties have hereunto, by their duly authorized representative, executed this Agreement the Day and Year first above written.

ATTEST:


ANNE MARIE FRISCIA, Borough Clerk

BOROUGH OF UNION BEACH

BY 
PAUL J. SMITH, JR. Mayor

DATED

5/19/11

**LOCAL UNION 641, MERCHANDISE
LOCAL AFFILIATED WITH
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA.**

BY: John Kelley
Shop Steward

BY: JAN KATZ
TEAMSTERS LOCAL 641

DATED: _____

APPENDIX

SALARIES FOR TEAMSTERS CONTRACT EMPLOYEES

This Agreement offers a permanent three step program on wages as follows: On initial hire, employees will be paid 70% of what the job title is paid by current salary ordinances, after one (1) year on the job is completed, employee will be paid 80% of what the job title is paid by current salary ordinance. After completion of two (2) years on the job, the employee will be paid 90% of what the job title is paid by current salary ordinance. After (3) year's completion on the job, the employee will be paid 100% of what the job title is paid by current salary ordinance. The Borough shall pay current employees who are now presently paid the full 100% of salary provided for in this contract for that job title retro-active to January 2011 for calendar years 2011, 2012 and 2013 only....

2011 pay shall be retro-active to January 1, 2011

2012 pay shall be retro-active to January 1, 2012

2013 pay shall be retro-active to January 1, 2013

<u>EMPLOYEE</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Communications Operator/ Dispatcher	\$18.12	\$18.40	\$18.68
Senior Clerk/Typist	\$31,031.00	\$31,497.00	\$31,970.00
Tax Clerk	\$30,538.00	\$30,997.00	\$31,462.00

APPENDIX CONTINUED

Clerk-Typist	\$29,108.00	\$29,545.00	\$29,989.00
Equipment Operator	\$26.27	\$26.67	\$27.07
Laborer [No. 1]	\$24.99	\$25.37	\$25.76
Building Maintenance Man	\$16.60	\$16.85	\$17.11
Laborer/Recycling	\$16.60	\$16.85	\$17.11
Maintenance Repairer	\$ 26.28	\$ 26.68	\$ 27.08
Truck Driver Heavy	\$ 28.12	\$ 28.55	\$ 28.98
Mechanic	\$ 28.12	\$ 28.55	\$ 28.98
Laborer/Motor Broom Driver	\$ 27.12	\$ 27.53	\$ 27.95