

**COLLECTIVE BARGAINING AGREEMENT
COVERING (SUPERVISORY EMPLOYEES)**

BETWEEN

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

AND

**THE BOROUGH OF POINT PLEASANT BEACH
416 NEW JERSEY AVENUE
POINT PLEASANT, NJ 08742**

January 1, 2004 through DECEMBER 31, 2007

TABLE OF CONTENTS

ARTICLE #	PAGE #
ARTICLE I - PREAMBLE	2
ARTICLE II – RECOGNITION	2
ARTICLE III - UNION DUES AND REPRESENTATION FEES	2
ARTICLE IV - BULLETIN BOARDS	2
ARTICLE V - GRIEVANCE AND DISCIPLINARY PROCEDURE	3
ARTICLE VI – DISCIPLINE	3
ARTICLE VII – UNION SECTION COMMITTEE BUSINESS AND VISITATION	4
ARTICLE VIII - WORK WEEK	4
ARTICLE IX - TIME OFF WITH PAY	6
ARTICLE X – VACATION	6
ARTICLE XI - SICK TIME, BEREAVEMENT, PERSONAL DAYS	7
ARTICLE XII - HEALTH AND WELFARE	8
ARTICLE XIII – SENIORITY	9
ARTICLE XIV – LONGEVITY	9
ARTICLE XV- MANAGEMENT RIGHTS	9
ARTICLE XVI - UNIFORMS, EDUCATIONAL PROGRAMS & OTHER BENEFITS	10
ARTICLE XVII - SUSPENSIONS, DISMISSALS & PROMOTIONS	10
ARTICLE XVIII – SALARY	11
ARTICLE XIX –PART TIME EMPLOYEES	11
ARTICLE XX –DURATION	11
ARTICLE XXI - FURTHER NEGOTIATIONS	11
ARTICLE XXII – SEVERABILITY	11
ARTICLE XXIII-NO STRIKE/NO LOCK OUT	11
ARTICLE XXIV-INCORPORATION	11

ARTICLE I - PREAMBLE

This Agreement is entered into between the Borough of Point Pleasant Beach, hereinafter referred to as the Borough, and the Teamsters Local Union No. 469, 3400 Highway 35, Suite 7, Hazlet, NJ 07730, an Affiliate of the International Brotherhood of Teamsters hereinafter referred to as the Union, and is proposed for the purpose of memorializing the Agreement between both parties. This will allow a more harmonious relationship and the establishment of equitable and peaceful procedures for resolution of disputes and grievances as well as providing rates of pay, conditions of employment and benefits. This agreement shall be effective January 1, 2004 and expire on December 31, 2007.

ARTICLE II - RECOGNITION

In accordance with the provisions of the New Jersey Employment Relations Act, the Borough recognizes the Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit:

Included: Included are all full and part-time blue collar and white collar supervisory/professional employees, employed by the Borough of Pt. Pleasant Beach, including the building inspector, construction code official, code enforcement officer, municipal court administrator, deputy finance officer, fire official, plumbing subcode, public works foreman, senior public works repairmen and water/sewer foreman.

Excluded: Excluded are managerial executives, confidential employees within the meaning of the Act, casual employees, craft employees, police employees and all other employees.

ARTICLE III - UNION DUES AND REPRESENTATION FEES

A. Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and initiation fees and remit same deducted as directed on the authorization form.

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

C. 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.

D. 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.

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

ARTICLE IV - BULLETIN BOARDS

Bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health, safety, the welfare of Union members and general Union Activities. The parties agree that they will not post any notices of a scurrilous or inflammatory nature.

ARTICLE V - GRIEVANCE AND DISCIPLINARY PROCEDURE

A. A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties relating to a complaint by a member of the bargaining unit that there has been to him/her a misinterpretation or misapplication of the terms and conditions of this Agreement.

B. Procedure to be followed: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The true time limits specified may, however, be extended by mutual agreement. It is also encouraged that the employees attempt to resolve grievances informally through their Shop Steward and their Supervisor prior to submitting a written grievance.

Step 1: An employee through or the Union shall present his/her grievance within ten (10) working days of knowledge of its occurrence to the Administrator or the Administrator's designee, in the event that a designee is selected. Within ten (10) working days of receipt of the grievance the Administrator or the Administrator's designee shall investigate the grievance and render his/her decision in writing to the grievant and a copy to the Shop Steward. Grievances filed by the employees will be on a form supplied by the Union and signed by the Shop Steward.

Step 2: If the Union is not satisfied with the decision of the Administrator, the grievance shall be presented to the Mayor and Council or to a Committee designated by the Mayor and Council within ten (10) working days after the date of the decision of the Administrator. The Mayor and Council or the Chairman of said Committee shall within ten (10) working days of the receipt of the written grievance arrange a meeting with the Union and grievant to review the grievance. The Mayor and Council shall give the employee and Union a written answer to the grievance within five (5) working days after the date of the review aforesaid.

Step 3: If the matter is not resolved to the satisfaction of the Union, the grievance may be taken to binding arbitration upon notification to the Borough Council within thirty (30) days after the decision of the Borough Council. Application shall be made directly to the New Jersey Public Employment Relations Commission for the appointment of an arbitrator according to PERC regulations, or both parties may mutually agree upon an arbitrator. The cost of an arbitrator shall be split equally between the Borough and the Union. The arbitrator's function shall be to interpret and apply the provisions of this Agreement. The arbitrator shall be without power or authorization to make any decision which requires the commission of an act which is prohibited by law or which is in violation of the terms of this Agreement. He shall not add to, or subtract from, the provisions of this Agreement, and shall be required to set forth his findings of fact and conclusions of law upon which he bases his decision.

ARTICLE VI – DISCIPLINE

A. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official reprimand, fine, suspension, demotion or removal. Demotion or removal based upon a layoff or other operational judgment of the Borough shall not be construed to be discipline. Just cause for discipline up to and including removal shall include but not be limited to these causes set forth in Civil Service Rule 4:1-16.9 and Chapter 11.

B. Where the Borough and/or its designee impose or intend to impose discipline, written notice of such discipline shall be given to the Union Representative and employee. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged and/or conduct upon which the charge is based and the nature of the discipline.

**ARTICLE VII
UNION SECTION COMMITTEE BUSINESS AND VISITATION**

- A. The members of the Union's Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty with full pay for all meetings between the Borough and the Union for the purpose of negotiating the terms of an Agreement when such meetings take place at a time during which such employee member, is on active duty. The Union will notify the Borough in writing as to the names of the Negotiating Committee. In processing grievances, one member of the committee and the grievant shall be granted time off from duty with full pay during meeting times.
- B. The Union's Officers, Business Agent, Shop Steward and/or Assistant Steward shall have admission to the Borough premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith, or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head for permission to visit, which permission shall not be unreasonably denied; it being understood, however, that such Representative shall not in any way interfere with operation of the Department during working hours and that this privilege shall be so exercised as to help at a minimum time loss thereby to the Borough.
- C. The Borough agrees to grant the necessary time off without loss of pay to the Shop Steward and Assistant Shop Steward of the Local Union or delegates designated by the Union to attend any State or National Convention, including conventions or seminars of the Local Union. Such time off as herein described is not to exceed one event in any calendar year.

ARTICLE VIII - WORK WEEK

A. The work week and work hours for the Public Works Supervisors will continue to be Monday – Friday from 7:00 AM to 4:00 PM. The Municipal Building employees working a 35 hour week shall work Monday – Friday 9:00 AM to 4:30 PM and those employees working a 32.50 work week shall work Monday – Friday 9:00 AM to 4:00 PM. The Borough shall insure that time clocks shall be accessible to employees within their office location.

B. All employees shall be entitled to one fifteen (15) minute rest period in the half shift before the scheduled lunch period and one fifteen (15) minute rest period in the half shift following the scheduled lunch period. Employees that do not work a 40 hour work week shall be entitled to substitute one fifteen (15) minute rest period for the purpose of extending their scheduled lunch period from thirty (30) minutes to forty-five (45) minutes. Employees on the 40 work week schedule shall have a one (1) hour lunch period.

C. Overtime:

1. Time and one half (1 1/2) will be paid for time worked over eight (8) straight-time hours in a given day or over forty hours worked (40) in a work week, except that employees that work less than a forty (40) hours in a workweek shall be paid at straight-time until attaining forty (40) hours in that workweek. Time and one half (1 1/2) will be paid to all employees for time worked over forty (40) hours per week. Hours worked on a Saturday and/or Sunday will be paid at time and one half (1 1/2) the hourly rate. Holiday hours worked shall be paid at time and one half (1 1/2) times the hourly rate in addition to the holiday pay. (Paid status shall include: holidays not worked, vacation days not worked, authorized sick leave, personal days and other authorized leave).

2. a. At the discretion of the employee, compensatory time off in lieu of monies may be taken, one and one-half (1 1/2) hours for every hour worked or at the appropriate premium if applicable. Employees electing comp time may accumulate up to eighty (80) hours of comp time. Comp time can be carried over to the next year but must be used within a rotating year. For example, if an employee earns 20 hours of comp time in December 2006, the comp time can be used through the end of November 2007 before it expires. Employees requesting payment of comp-time shall receive payment within thirty days of such request.

D. In the event that any of the above enumerated holidays shall fall on a regular workday - Monday through Friday - and employees are not required to work on said holiday, such holiday shall be considered as a day worked, for purposes of computing overtime. If a holiday falls on a Saturday it shall be celebrated on that Friday and if the holiday falls on a Sunday it shall be celebrated on that Monday. Other factors may require the Mayor and Council to designate a day that a Holiday is observed Borough wide.

E. 1. Call In: Any employee (except court personnel) who is called in to perform overtime work shall receive a four (4) hour minimum guarantee at the applicable overtime rate. Court Personal call in pay shall be paid at a minimum of two-hours at the overtime rate of pay if the call in is between the hours of 4 pm and midnight and at a four-hour minimum if the call in is between midnight and 6 am. All other classifications/titles covered by this agreement call in pay will be consistent with the TWU contract.

2. Emergency Call In: When PWD employees are called in during an Emergency Situation, including but not limited to snow storms and hurricanes, before the beginning of their shifts, they will continue to be compensated at the rate of time and one-half (1 1/2) until the emergency situation is cleared.

F. MEAL ALLOTMENT PROGRAM:

1. In the event that an employee is called out when said employee is not scheduled to work or on scheduled overtime, he/she shall be entitled to a break every four (4) hours which also includes a meal allowance. The Borough shall provide the employee with \$9.00 for every four (4) hour segment.

2. All white collar personnel when required to work past 6:00 p.m. on a scheduled work day will be granted up to \$9.00 dinner allowance for each such occasion. Reimbursement will be made monthly by voucher containing pertinent documentation.

G. Work in a Higher Classification:

In the event that an employee is requested to work in the position of someone at a higher supervisory level, the employee shall be paid the base salary for said supervisory position, However the out of category payments will be made only after the employee works one full day out of category and the Borough Administrator certifies that the employee has worked out of category. In addition the Supervisory pay will begin from day one of vacations, sick leave, or leave of absence. At no time shall such employee be compensated less than their regular rate of pay.

ARTICLE IX - TIME OFF WITH PAY

HOLIDAYS: All employees covered by this Agreement shall receive pay for fourteen (14) holidays, those Holidays include:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

A. If one of the above Holidays falls on a Saturday, the employee(s) shall have the preceding Friday off. If one of the above holidays falls on a Sunday, the employee(s) shall have the following Monday off.

B. Pay Period: All Employees covered by this Agreement shall be paid bi-weekly.

C. Jury Duty: Employees shall receive full salary while serving on Jury Duty in exchange for assignment to the Borough of their Jury Duty compensation, after deductions for their jury duty pay have been subtracted.

ARTICLE X - VACATION

All employees shall be entitled to vacation in accordance with the following schedule:

1 through 2 years of service --	12 working days
3 through 5 years of service --	15 working days
6 through 10 years of service --	18 working days
11 through 15 years of service --	20 working days
16 or more years of service --	25 working days

A. During the first year of service employees shall be entitled to one vacation day per month to be taken or accumulated following each month of service.

B. Vacation monies shall be given to employees before going on vacation, if requested three (3) weeks prior to the vacation day.

C. The employees will pick their vacation during any time of the year according to seniority within their departments with the approval of their department head and/or the Borough Administrator. If a senior employee wishes to split his/her vacation, he/she shall pick his first part, then go to the bottom of the list and pick his second half, after all others in his title have had their pick.

D. If, during any calendar year, an employee's annual vacation leave or any part thereof is not granted or taken because scheduling does not permit, such vacation leave or part thereof not granted or taken, shall accumulate to the credit of the individual employee upon approval of the Borough. At no time, however, may this accumulated leave exceed two times the total annual accrual. Any unused vacation leave in excess of the two year accrual will be forfeited.

E. The employee will be permitted to take off one or more days of his/her accumulated vacation time with the approval of their Department Head and or the Borough Administrator.

ARTICLE XI - SICK TIME, BEREAVEMENT, PERSONAL DAYS

A. 1. Sick Leave with pay shall be granted as follows: One (1) working day for every month of service during the remainder of the first calendar year of service following permanent appointment; fifteen (15) working days in each calendar year thereafter, which are accumulative from year to year. A doctor's certificate shall be required commencing the fourth (4th) consecutive day of sick leave and for each absence after ten (10) days of sick leave in any one (1) calendar year.

2. Sick Day Exchange: In the event an employee does not use any sick days during a twelve (12) month period, he/she shall be entitled to two (2) additional vacation days during the following twelve (12) month period. Additionally, if an employee has a minimum of sixty (60) accumulated sick days, that employee may exchange up to twenty (20) sick days in any one (1) year period for ten (10) vacation days, at the rate of two sick days for one vacation day; however, the employee must maintain at least sixty (60) sick days after such exchange.

3. Whenever any employee entitled to sick leave under the Article is absent from work as the result of injury incurred in the course of his/her employment, the Borough shall pay such employee his/her full salary for the period of such absence up to a maximum of six (6) months, which may be extended to one (1) year with Borough approval, without having such absence charged to the employee's annual sick leave. Any amount of salary paid to the employee shall be reduced by the amount of any Workmen's Compensation payments made, but not including awards made for permanent disability.

4. At the time of retirement or separation after ten (10) years of service and leaving in good standing, all employees are entitled to receive compensation for accumulated sick leave earned while in the employment of the Borough at the rate one half (1/2) pay for each accumulated day to a maximum of \$25,000.00.

B. Bereavement Leave:

1. Whenever a death occurs in an employee's immediate family, he/she shall suffer no loss of pay for up to four (4) days of consecutive leave provided that one (1) of those days is the day of the funeral. Immediate family shall be defined to include children, spouse, parent, brother, sister, father-in-law, mother-in-law, stepchildren, and grandparents.

2. When the death of a relative occurs other than those named in #1 above, for clarification: sister-in-law, brother-in-law, or anyone in the employees immediate household, the employee shall suffer no loss of pay for three (3) days consecutive leave, provided that one (1) of those days is the day of the funeral.

3. Bereavement benefits will not be deducted from sick leave, vacation time, personal days provided the employee does not exceed the bereavement leave as noted above.

4. In the event the employee shall travel a distance greater than three hundred (300) miles for the funeral then, he/she shall be entitled to one (1) additional Bereavement Day provided proof of said travel and attendance at the funeral is provided to the Business Administrator.

- C. Personal Days: Each employee shall be granted four (4) personal leave days per year, which may be taken on any day throughout the year. Application for the leave shall be made three (3) days in advance to the Department Head whose approval shall be required before the taking of the personal day except in cases of emergency.
- D. Leave of Absence Without Pay: If you are a permanent employee, you may request a leave of absence without pay for maternity purposes, military service, further education, or other good and sufficient reasons. Leaves may be granted by the Borough Council for a period of up to six (6) months and may be renewed, not to exceed an additional six months.
- E. Special Leave: If you are unable to report for work because of inclement weather or other emergency, notify your supervisor. The Supervisor may charge the time off to your accumulated leave.
- F. If you wish to observe a religious or national holiday that is not an official Borough holiday, with the consent of your Department Head, you may charge the time off to your accumulated vacation or personal leave.

ARTICLE XII - HEALTH AND WELFARE

- A. 1. Hospitalization coverage shall continue for all permanent/full time employees of the Unit and their dependents as presently provided and paid for by the Borough. If the Borough sees fit to change the carrier, the coverage shall be the equivalent or better than present coverage. The Borough shall meet with the Union and discuss any change in insurance carriers, prior to implementing such change. The Union has the right to grieve the Borough's decision to change carriers on the basis of failing to provide equivalent or better benefits. The Borough will identify employees against reduced benefits from the time that a new plan is implemented and until a grievance arbitrator's decision is rendered. The Borough will also implement the decision of the arbitrator regarding reinstatement of the old plan, further indemnification of employees or any other remedy he may specify.

2. Upon retirement, any permanent/full time employee who was employed by the Borough prior to January 1, 2006 who has accumulated twenty five (25) years or more of permanent/full time employment to the Borough of Point Pleasant Beach, will be eligible to have his/her health benefit coverage with full family benefits continued at no charge to the employee.

Employees hired after January 1, 2006 shall not be entitled to retire health coverage as herein described. However, the parties have reached a further agreement regarding the elimination of retire health coverage for new employees. That agreement is outlined in a Memorandum of Understanding and is part of this agreement.

3. Employees that that become totally disabled shall remain covered by the health plan up to eighteen (18) months.

4. If a permanent/full time employee becomes totally disabled or retires after ten (10) years of service, the employee can remain in the Group Health Benefit Plan with full dependent coverage as long as the employee pays the premium cost of the plan.

5. The Borough shall provide a payroll deduction for any employees wishing to purchase disability insurance through AFLAC.

ARTICLE XIII - SENIORITY

The Borough agrees that it will comply with the rules and regulations of the New Jersey Department of Personal and all other applicable New Jersey laws and regulations relating to the employee rights and seniority.

ARTICLE XIV - LONGEVITY

In addition to the salaries and compensation herein provided all employees employed prior to the signing of this Agreement shall continue to receive longevity pay and henceforth all permanent full/time employees will receive the longevity pay as follows:

- A. On completion of four (4) years or more of service, the employee will receive two (2) percent of his/her annual base salary.
- B. On completion of seven (7) years or more of service, the employee will receive four (4) percent of his/her annual base salary.
- C. On completion of eleven (11) years or more of service, the employee will receive six (6) percent of his/her annual base salary.
- D. On completion of fifteen (15) years or more of service, the employee will receive eight (8) percent of his/her annual base salary.
- E. On completion of nineteen (19) years or more of service, the employee will receive ten (10) percent of his/her annual base salary.
- F. However said percentages effective January 1, 2004 shall be computed on a base salary not to exceed \$42,000 (see Memorandum of Understanding).
- G. Employees hired after January 1, 2006 shall not be entitled to longevity pay as herein described. However, the parties have reached a further agreement regarding the elimination of longevity pay for new employees. That agreement is outlined in a Memorandum of Understanding and is part of this agreement.

ARTICLE XV- MANAGEMENT RIGHTS

A. It is the right of the Borough, except as limited by the provisions of this Agreement, to determine the standards of services to be offered by its Departments/Divisions; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees for duty for legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which operations are to be conducted; take all necessary actions to carry out its mission emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

B. The above is subject to all other terms of this Agreement applicable to New Jersey Case Law and New Jersey Statutes.

ARTICLE XVI - UNIFORMS, EDUCATIONAL PROGRAMS & OTHER BENEFITS

A. Employees of the Public Works, Water, and Sanitation Departments shall be issued five (5) long sleeve work shirts with name and town identification patches and five (5) pairs of work pants, one (1) lightweight work jacket with identification patches, and one (1) heavy-weight winter jacket with identification patches, and one (1) set of raingear to include: Hooded Raincoat, Waterproof trousers and waterproof boots. An employee has the option of substituting one pair of pants and one shirt for a pair of insulated coveralls. Employees shall be paid a uniform maintenance allowance of \$375.00 per year by March 1st of each contract year, retroactive if it applies. Complete sets of uniforms, other than rain gear, shall be purchased every other year by the Borough and issued to employees. Additionally, employees of the Public Works, Water, and Sanitation Departments shall receive three (3) pairs of work gloves, five (5) T-shirts for summer wear, and a \$200.00 allowance per year for two (2) pairs of work shoes which shall be given in one check by March 1st. This shall be retroactive to the first year of the Agreement.

B. Personal taking courses in order to certify in certain professional categories shall receive an additional \$250.00 per annum to made part of their salary for each class successfully completed leading to a certification in accordance with state statute. When said personal obtain certification shall receive an additional \$500.00 per annum to made part of their salary in accordance with state statute.

C. The Borough agrees to pay for tuition, fees and books for any courses taken relating to a degree, license and/or certification relating to their employment (title) with prior approval of the Borough Administrator. Employees are to submit a voucher for payment after a successful completion of each course.

D. Mileage reimbursement at \$0.375 per mile shall be paid to all employees who use their own vehicles on Borough Business or for traveling to job related courses. This rate shall be adjusted to the IRS Stand Mileage Rate as posted by the U. S. Internal Revenue Service.

E. The Borough shall pay the licenser fee, including endorsements and renewals, for all employees required to hold a CDL License, less the fee of a car operator's license.

ARTICLE XVII - SUSPENSIONS, DISMISSALS & PROMOTIONS

A. Suspensions, dismissals, demotions and promotions shall be in accordance with Civil Service Laws and Regulations, currently called the New Jersey Department of Personnel.

B. Promotions, new positions, and vacated positions: Notices of all job vacancies shall be posted by the Borough on the employee bulletin board throughout the various work areas fifteen (15) calendar days in advance of the closing date for filling the vacancy. The notices will contain: job classification, a description of the work, the place of employment, the rate of pay and the hours of work. All permanent employees of the Unit shall be given the chance to apply in writing to the Borough to fill these job opportunities.

C. The Borough will forward to the Union any current or amended Civil Service Certification List.

D. The Borough retains the right of approval in determining employee qualifications.

ARTICLE XVIII - SALARY

A. All members of the bargaining unit shall be entitled to receive the minimum hourly rate increases as listed below January 1st of each contract year or a percentage increase of five and one half (5 & 1/2) percent each year whichever is greater. Said increases shall be retroactive to the effective dates listed below. The negotiated increases will raise the current minimum hire rates annually of all our bargaining unit positions.

Effective Date	01/01/04	01/01/05	01/01/06	01/01/07
Hourly Rate Increase	\$1.50	\$1.75	\$2.00	\$2.00
Percentage Increase	5.5%	5.5%	5.5%	5.5%

ARTICLE XIX –PART TIME EMPLOYEES

All vacation and sick time for part time employees shall be allocated on a pro-rata basis. Health benefits will not be provided to part time employees.

ARTICLE XX -DURATION

This Agreement shall be binding and effective as of January 1, 2004 and continue in full force and effect until midnight, December 31, 2007 or until said time a new Agreement is signed.

ARTICLE XXI - FURTHER NEGOTIATIONS

Prior to the ending date of this Agreement, (between September 1, 2007 and December 1, 2007) the parties shall meet, at a mutually agreed upon time and place, for the purpose of negotiating a successor Agreement.

ARTICLE XXII - SEVERABILITY

A. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of said Court shall apply only to the specific portion of the Agreement affected by such decision.

B. Similarly, a legislative act or government regulation or order affecting any particular provision of this Agreement shall apply only to the specific portion of the Agreement affected thereby.

ARTICLE XXIII-NO STRIKE/NO LOCK OUT

A. There shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the Borough.

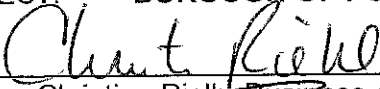
B. There shall be no lockout by the Borough.

ARTICLE XXIV-INCORPORATION

Incorporated into this Agreement and made a part hereof is the Memorandum of Agreement regarding Retire Health Coverage and Longevity and the Memorandum of Agreement, both of which are attached thereto.

IN WITNESS WHEREOF, the parties set their hands and seals this _____ day of _____

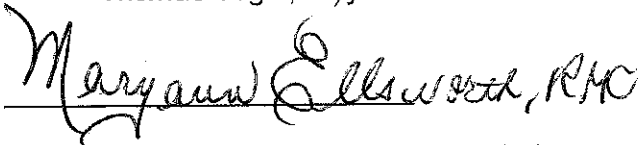
ATTEST: **BOROUGH OF POINT PLEASANT BEACH**



Christine Rieth, Business Administrator



Thomas Vogel, Mayor



Maryann Ellsworth, Borough Clerk

(Seal)

ATTEST: **Teamsters Local Union No. 469**



Fredrick Potter, President

(Seal)

Teamsters Local Union No. 469
and
The Borough of Point Pleasant Beach

Memorandum of Agreement- -Regarding Retire Health Coverage and Longevity

Point Pleasant Beach Collective Bargaining Agreement covering Supervisory/Professional Employees.

The parties agree as follows as it relates to Retiree health benefits and Longevity compensation for employees hired by the Borough of Point Pleasant Beach after January 1, 2006.

Article XII: Health and Welfare:

The parties have agreed to eliminate lifetime health benefits for retirees. It should be noted that this provision will apply only to new hires and not to existing employees including employees employed by the Borough prior to January 1, 2006 that may become a bargaining unit employee at some later date.

It is further agreed that if the Borough does not implement the elimination of this benefit for its unrepresented employees and fails to bargain this provision with its represented employees that this provision will become null and void and those new hires shall be entitled to Retire Health Benefits under the same conditions as the current employees.

Article XIV: Longevity:

This provision is to be eliminated for all new hires. It should be noted that this provision will apply only to new hires and not to existing employees including employees employed by the Borough prior to January 1, 2006 that may become a bargaining unit employee at some later date.

It is further agreed that if the Borough does not implement the elimination of this benefit for its unrepresented employees and fails to bargain this provision with its represented employees that this provision will become null and void and those new hires shall be entitled to Longevity Compensation under the same conditions as the current employees.

Section (F.) provides that said percentages effective January 1, 2004 shall be computed on a base salary not to exceed \$42,000. If the Borough increases that amount for its employees covered by the TWU contract such increase shall also apply to the Teamster employees.

Teamsters Local Union No. 469
and
The Borough of Point Pleasant Beach

Memorandum of Agreement

The following memorializes our agreement on various issues regarding the new collective bargaining agreement reached by the parties and other previously unresolved issues. This Memorandum is part of and is attached to the CBA.

1. The bargaining unit includes Trout, Petrillo, Gardner, Russell, Broyles, Beno, Weaver, Critchley, Sargent, Mueller and Gaestel. The Borough challenged the inclusion of titles held the part-time employees Critchley, Mueller, Weaver and Gaestel. Although the unit now includes these individuals and they are covered by the CBA, the parties agree that in the event the Borough hires new employees in those titles the Borough reserves it's right to challenge there inclusion. If challenged the Union agrees that those titles are not agreed to as to those new hires. However the Union does not wave its rights to challenge the Borough's position and to resolve the issue through all lawful means at that time.

2. Michelle Sargent will receive 229½ credit hours for 2004 and 2005 that will be divided into the following components:

(a) 114.75 hours to be paid upon signing of the Contract (approximately \$3,772.16);

(b) 114.75 hours in comp time that will not expire based on the passage of time.

M. Sargent's overtime hours for 2006 will be treated as set forth in the CBA.

3. John Trout will be classified in a new category under civil service that raises his current position but does not raise him to Dennis Russell's position. He will receive a \$5,000 raise that will become effective upon the signing of the Contract. The \$5,000 will be prorated so that he will receive \$5,000 divided by 52 times the number of weeks left in the year after the CBA is signed. Trout will be eligible for out of category pay only if he is authorized to do Russell's or Bob Meany's job. Trout will not receive an adjustment for "Summer Foreman Pay" in 2006 and thereafter.

4. Out of category payments will be made only after the employee works one full day out of category and the Borough Administrator certifies that the employee has worked out of category. Trout already has been paid out of category pay for 2004 and 2005. Dennis Russell and Kathy Beno, who have not received out of category pay for 2004 and 2005, have provided calculations as to their out of category pay accumulated during these years. The amounts are: Beno (\$430.02); Russell (\$2,707.20).

5. The parties agreed to accept the same provision that TWU accepted regarding the change of health coverage (traditional plan co-pay) as set forth in the memo dated March 5, 2004 from Chris Mikkelson to Jim Lacey, including a payment of \$150.00 for each bargaining unit employee eligible for health insurance. That agreement requires the Borough to offer traditional coverage to employees with no employee co-pay if the Borough were to change carriers. If the Borough were to negotiate a change in that provision in the new TWU CBA to be negotiated, the Teamsters will accept that change with respect to that issue and the Teamsters CBA will be deemed amended accordingly. The Borough will pay the out of pocket expenses incurred by the covered employees which total approximately \$1,000 for the monies they expended based on the change in insurance carriers and the increase in Rx co-pay for claims through December 2005.

6. Teamsters Local Union No. 469 agrees to dismiss and release all claims filed with or which could have been filed with PERC or any other governmental agency or Court for violations of the labor laws of the United States or the State of New Jersey.