

AGREEMENT BETWEEN
BOROUGH OF POINT PLEASANT BEACH
&
TEAMSTERS LOCAL UNION NO. 469,

JANUARY 1, 2019 – DECEMBER 31, 2021

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ARTICLE 1
PREAMBLE

1.1. 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, New Jersey 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, 2019, and expire on December 31, 2021.

ARTICLE 2
RECOGNITION

- 2.1 In accordance with the provisions of the New Jersey Employer Employee 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:
- 2.2 ***Included:*** Included are all full and part-time blue-collar and white-collar supervisory professional employees, employed by the Borough of Point Pleasant Beach, including the building inspector, construction code official, code enforcement officer, code enforcement officer trainee, zoning officer, Municipal Court Administrator, fire official, plumbing sub-code, electrical sub-code, public works Foreman, senior public works repairer, sanitation supervisor, water sewer foreman, and parking meter supervisor.
- 2.3 **Excluded:** Excluded are managerial executives, confidential employees within the meaning of the Act, casual employees, craft employees, police employees, and all other employees. The foregoing, includes, but is not limited to the superintendent of public works and pending resolution by the public employment relations commission, the deputy finance officer assistant finance officer.

ARTICLE 3
UNION DUES AND REPRESENTATION FEES

- 3.1 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.
- 3.2 The amount of monthly dues will be certified in writing by check off list submitted by the Union.

- 3.3 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 from Union deductions have been made.
- 3.4. For all employees in the bargaining unit who have not cited dues deduction authorization card after thirty (30) days of employment, the Borough will deduct from all such employees and agency fee and or maintenance fee charge at a rate of 85% of the regular dues each month at the time the regular dues are deducted and remit such agency fee to the secretary treasurer of the Union.
- 3.4. DRIVE: 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 authorized "DRIVE" contributions on the forms provided for that person by the Union.

ARTICLE 4 **BULLETIN BOARDS**

- 4.1. 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 5 **GRIEVANCE AND DISCIPLINARY PROCEDURE**

- 5.1 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.
- 5.2. Procedures to be followed: Since it is important that grievances be processed as rapidly as possible, the number of days indicated 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 grievances within 10 working days of knowledge of its occurrence to the Administrator or the Administrators designee. in the event that a designee is selected within ten (10) working days of receipt of the grievance, the Administrator or the Administrators designee shall investigate the grievance and render his/her decision in writing to the grievant and a copy of to the shop steward.

Grievance is 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 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 grieving to review the grievance. The Mayor and Council shall give the employee and Union a written answer to the grievance within five 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 (if an appeal mechanism is not available before the New Jersey Civil Service Commission, see Section 6.3 below) upon notification to the Borough council within thirty (30) days after 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 the PERC regulations, were both parties may mutually agree upon an arbitrator. The cost of the 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 any act which is prohibited by law or which is a violation of the terms of this agreement. The arbitrator shall not add to, or subtract from the provisions of this agreement, and the arbitrator shall be required to set forth findings of fact and conclusions of law upon which the arbitrator decision is based.

ARTICLE 6 DISCIPLINE

- 6.1. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official reprimand, fine, suspension, the motion or removed. 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 the causes set forth in New Jersey Civil Service Regulations 4A:2-2.3 and Title 11A.
- 6.2 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 act/conduct upon which the charges based on the nature of the discipline.

- 6.3. In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the grievance machinery as set forth in Article 5. The Union may elect to appeal the matter to arbitration. Matters for which an appeal mechanism is available to the New Jersey Civil Service Commission shall not be submitted to arbitration, and may be submitted to the New Jersey Civil Service Commission.

ARTICLE 7
UNION SELECTION COMMITTEE BUSINESS AND VISITATION

7. 1. 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 and 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.
7. 2. The Union's Officers, Business Agent, Shop Steward, and/or Assistance Stewart 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 that 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 lost their by to the Borough.
- 7.3. 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 convention or seminars of the Local Union. Such time off as herein described as not to exceed one event in any calendar year.

ARTICLE 8
WORK WEEK

- 8.1 The workweek and work hours for the Public Works Supervisors will continue to be Monday - Friday from 7:00AM to 4:00PM. The Municipal Building employees working a 35-hour week shall work Monday-Friday 7:30AM to 3:00PM and/or 8:30AM to 4:00PM. Those employees working a 32.50 workweek shall work

Monday- Friday 9:00AM to 4:00PM. The Borough shall ensure that time clocks shall be accessible to employees within their office location.

- 8.3. All employees shall be entitled to one fifteen (15) minute rest period in the half shift before the scheduled lunch, and one fifteen (15) minute rest period in the half shift following the schedule 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 30 minutes to 45 minutes. Employees on the 40 work week schedule she'll have a one-hour lunch period.
- 8.3. **Overtime**: Time and one-half (1½) will be paid for time worked over eight straight-time hours in a given day or over forty (40) hours worked in a work week, except that employees that work less than forty (40) hours any work week shall be paid at straight time until attaining forty (40) hours in that work week. Time and one-half (½) 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 (1½) the hourly rate. Holiday hours worked shall be paid at time and one-half (1½) 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.)
- 8.4. At the discretion of the employee, compensatory time off in lieu of monies maybe taken, one and one-half (1½) hours for every hour worked or at the appropriate premium if applicable. Employees electing comp time may accumulate up to 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 (30) days of such request. Effective July 18, 2017, there shall be no further accrual of compensatory time by bargaining unit members who will no longer have the discretion to accrue compensatory time. Any comp time accrued as of that date shall follow the existing
- 8.5. 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. 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 that may require the Mayor and Council to designate a day that a Holiday is observed Borough wide.
- 8.6. **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 personnel call in pay shall be paid at a minimum of two (2) hours at the overtime rate of pay if the call-in is between the hours of 4:00p.m. and midnight, and at a four (4) hour minimum if the call is between midnight and

6:00a.m. All other classifications/titles covered by this agreement call in pay will be considered within the 1WU contract.

- 8.7. **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 (1½) until the emergency situation is cleared.
- 8.8. **Meal Allotment Program:** In the event that an employee is called out when said employee is not scheduled to work or on scheduled overtime, he/she will be entitled to a break every four (4) hours which also includes a meal allowance. The Borough shall provide the employee with \$12.00 for every four (4) hours segment
- 8.9. All white collar personnel when required to work past 6:00 p.m. on a scheduled work day will be granted up to \$12.00 dinner allowance for each such occasion. Reimbursement will be made monthly by voucher containing pertinent documentation.
- 8.10 **Work In A Higher Classification:** In the event that an employee has requested to work in the position of someone at a higher supervisory level, the employee shall be paid at 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 Supervisor and/or Borough Administrator certifies that the employee has worked out of category. In addition, the Supervisory pay will begin from day one of vacation, sick leave, or leave of absence. At no time shall such an employee be compensated less than their regular rate of pay. Out of title pay shall be calculated using the supervisors (or person's) current base salary. Out of title applies during the actual time worked performing the duties of the other title, provided the period of time is greater than three (3) days in which case the employee shall be compensated from the first day. The employee must be able to assume the duties and authority as well as possess the required certifications to assume the duties. At no time shall such an employee be compensated less than their regular rate of pay. Out of title must be approved in writing by the department head and by the Borough Administrator.

ARTICLE 9
TIME OFF WITH PAY

- 9.1 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	Veterans Day
Good Friday	Thanksgiving Day

Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

- 9.2. 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.
- 9.3. **Pay Period:** All employees covered by this agreement shall be paid bi-weekly.
- 9.4. **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 10
VACATION

10.1 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

The above vacation days are provided in anticipation of continued employment, and the days are prorated for any employee who leaves the employment of the Borough before the end of the year.

- 10.2 During the first year of service, employees shall be entitled to one vacation day per month to be taken or accrued following each month of service.
- 10.3 Vacation monies shall be given to employees before going on vacation, if requested three (3) weeks prior to the vacation day
- 10.4 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 the first part and go to the bottom of the list and pick his second half, after all others in his title have had their pick
- 10.5 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.

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

ARTICLE 11
SICK TIME, BEREAVEMENT, PERSONAL DAYS

- 11.1. Sick leave with pay shall be granted as follows: One (1) working day for each month of service during the remainder of the first calendar year of service following permanent; fifteen (15) working days in each calendar year thereafter, which are cumulative from year to year. The following terms apply to sick leaves:
- A. Absence without notice for five (5) consecutive days shall constitute job abandonment absent exceptional medical circumstances which preclude the employee or an employee spokesperson from contacting the Borough provided the employee or spokesperson supplies proof of exceptional medical circumstances which prevented earlier notice which the Borough finds acceptable.
 - B. An employee who is absent three or more consecutive days will be required to submit a certification from their healthcare provider which includes the following information: medical condition, duration of condition, duration of treatment, ability or inability to perform any services for the Borough and an estimated return-to-work date.
 - C. An otherwise eligible employee may be deemed ineligible for payment of accrued but unused sick leave under the following circumstances:
 - i. an employee who exhibits a pattern of abusing sick leave or, upon request by the Borough, fails to submit a certification from their healthcare provider which conforms to the Borough's requirements.
 - ii. examples of a pattern of sick leave abuse:
 - (a) calling out sick the day (s) before or after a schedule holiday
 - (b) calling out sick the day(s) before or after a scheduled vacation;
 - (c) calling out sick the day(s) before or after a scheduled personal day;
 - (d) calling out sick the day(s) before or after a weekend
 - iii. examples provided above are intended solely for illustrative purposes and do not constitute an exhaustive list.

- iv. the employee is not at home ill or home caring for an immediate family member who is ill, at an appointment with a healthcare provider, or for a limited period, collecting necessities connected with healthcare and recuperation (e.g., prescriptions from pharmacy) on the day the employee calls out sick. Immediate family member, as defined pursuant to Civil Service regulations, includes an employee's spouse, domestic or civil union partner, legal ward, grandchild, foster child, father, mother, legal guardian, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, and other relatives living in the employee's household. (N.J.A.C. 4A:1-1.3)
 - D. In addition to non payment of accrued sick leave, abusive sick leave time may result in discipline up to and including discharge from employment.
 - E. A healthcare provider's certificate shall be required for each absence after ten (10) days in any calendar year.
- 11.2 **Sick Day Exchange**: In the event and 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 sixth (60) accumulated sick days, that employee makes 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.
- 11.3 Whenever any employee entitled to sick leave under the Article is absent from work as a 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, and at seventy (70%) of salary if extended to one (1) year with Borough approval, without having such absence charge to the employee's annual sick leave. Any amount of salary paid to the employee shall be reduced by the amount of any workers compensation payments made, but not including awards made for permanent disability.
- 11.4 At the time of a 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 of one half (1/2) pay for each accumulated day to a maximum of \$25,000.00. Effective January 1, 2011, the amount shall be increased to \$30,000. Provided however, that effective in 2017, the total maximum payment amount shall be reduced by the actual value of any sick leave used by that employee, at the deli rate paid to the employee, during the 12-month period preceding the employees effective retirement date unless the employee provided a healthcare certificate for such absence. The Borough reserve the right to obtain an independent medical review paid for by the Borough.

- 11.5 **Bereavement Leave**: 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 for the funeral. Immediate family shall be defined to include children, spouse, parent, brother, sister, father-in-law, mother-in-law, stepchildren, and grandparents.
- 11.6 When the death of a relative occurs other than those named in 11.5 above, for clarification: sister-in-law, brother-in-law, or anyone in the employee's immediate household, the employer 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.
- 11.7 Bereavement benefits will not be deducted from sick leave, vacation leave, or personal days provided the employee does not exceed the bereavement leave as noted above.
- 11.8 In the event the employer shall travel a distance greater than three hundreds (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.
- 11.9 **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.
- 11.10 Employees shall receive three (3) additional paid personal days at the beginning of their 20th year.
- 11.11 **Leaves 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.
- 11.12 **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.
- 11.13. If you wish to observe a religious or national holiday that is not an official Borough holiday, with consent of your Department Head, you may charge the time off to your accumulated vacation or personal leave.
- 11.14 If the Borough's Emergency Management Coordinator declares a "state of emergency" or limited state of emergency, non-essential employees shall be paid for such day if it was a scheduled work day.

ARTICLE 12
HEALTH AND WELFARE

- 12.1 Hospitalization coverage shall continue for all permanent full-time employees of the unit and their dependents as presently provided by the Borough subject to employee premium cost sharing based on Tier IV of Chapter 78 contribution rates. 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 also implement the decision of the arbitrator regarding reinstatement of the old plan, indemnification of employees or any other remedy he may specify.
- 12.2 ***Medical:*** Medical Co-pays are determined by the plans selected by the employees as established by the State Health Benefits Plan. If the Borough leaves the State plan, the co-pays will be equivalent to those established by the State Health Benefits Plan.
- 12.3 Upon retirement, any permanent full-time employee who has been employed by the Borough prior to January 1, 2006, who has accumulated 25 years of 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 retiree health benefit coverage as herein described. It should be noted that this provision will apply only to actual new hires to the Borough 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.
- 12.4 Employees that become totally disabled shall remain covered by the health plan up to eighteen (18) months.
- 12.5 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.
- 12.6 The Borough shall provide a payroll deduction for any employee wishing to purchase disability insurance through AFLAC.
- 12.7 The Borough agrees effective after the full ratification of the agreement to contribute to the Teamsters Local Union No. 469 Welfare Fund monthly for each enrolled full-time employee for Delta coverage at the rates below: Such premium(s) shall be deducted (pre taxed) from the employees pay electing such coverage. Initial enrollment shall be within thirty (30) days of the full ratification of this

agreement. Subsequent enrollment shall be between November 1st and December 15th of each year.

Employees enrolling into the plan must remain in the plan for the full calendar year.

Rates are subject to increase January of each year. Rates will be provided by the Teamsters.

- 12.8 An employee who waives/opt-outs of medical coverage shall receive a yearly stipend of \$5,000.00 or 25% of the Borough's costs, whichever is lesser.

ARTICLE 13 **SENIORITY**

- 13.1 The Borough agrees that it will comply with the rules and regulations of the New Jersey Civil Service Commission and all other applicable New Jersey laws and regulations relating to the employee rights and seniority.

ARTICLE 14 **LONGEVITY**

- 14.1 In addition to the salaries and compensation herein provided all permanent full-time employees employee prior to January 1, 2006, shall continue to receive longevity pay as follows:
- A. On completion of four (4) years or more service, the employee receive 2% of his her annual base salary in paragraph
 - B. On completion of seven (7) years or more service, the employee will receive 4% of his her annual base salary
 - C. On completion of eleven (11) years or more of service, the employee will receive 6% of his annual base salary.
 - D. Completion of fifteen (15) years or more service, the employee will receive 8% of his her annual base salary.
 - E. On completion of nineteen (19) years or more of service, the employee will receive 10% of his or her annual base salary.
 - F. At the beginning of the employee's twenty-fifth (25) year of service, the employee will receive 12% of his annual base salary.

- 14.2 However, said percentages effective January 1, 2008, shall be computed on a base salary not to exceed \$45,000.00. If the Borough increases that amount for its employees covered by the 1WU contract such increase shall also apply to the Teamster employees.

Effective January 1, 2019, the percentages shall be computed on a base salary not to exceed \$65,000.00.

- 14.3 Employees hired after January 1, 2006, shall not be entitled to longevity pay as herein described. This provision is to be eliminated for all new hires. It should be noted that this provision will apply only to actual new hires to the Borough 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.

ARTICLE 15 **MANAGEMENT RIGHTS**

- 15.1 It is the right of the Borough, except as limited by the provisions of this Agreement, to determine the standards of service to be offered by its Departments/Divisions; determine the standards of selection; 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.
- 15.2 The above is subject to all other terms of this agreement applicable to New Jersey Case Law and New Jersey Statutes
- 15.3 All leave time, whether paid or unpaid, that is used or allowed in conjunction with an event that is also covered under Federal and/or State leave laws shall run contemporaneously with the leave under Federal and/or State leave laws in accordance with the Borough's policies, including but not limited to it's FMLA, NJFLA, and NJSAFE policies. All discretionary or permissive language contained within the family medical leave act ("FMLA"), the New Jersey Family Leave Act ("NJFLA,"), the NJSAFE Act, as well as other leave entitlement laws and regulations shall be a managerial prerogative.

ARTICLE 16 **UNIFORMS, EDUCATIONAL & OTHER BENEFITS**

- 16.1 Employees in the Public Works, Water, and Sanitation Departments shall be issued five (5) long sleeve shirts with name and town identification patches and five (5) pairs of work pants, one (1) lightweight jacket with identification patches,

and one heavyweight winter jacket with identification badges, and one (1) set of rain gear 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 at least \$375 per year by March 1st of each contract year or the amount for uniforms and work boots paid to other DPW employees if greater, retroactive if it applies. Complete sets of uniforms, other than rain gear, shall be purchased every 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 or the amounts paid to other DPW employees if greater retroactive it applies, allowance per year for two (2) pairs of work shoes which shall be given in one check by March 1st. They shall be retroactive to the first year of the agreement.

- 16.2. The fire official shall receive uniforms and replacement on a wear-and-tear basis.
- 16.3 Personnel taking courses in order to certify in certain professional categories should receive an additional \$250.00 per annum to make part of their salary for each class successfully completed leading to a certification in accordance with State Statute. When such personnel obtain their certification they shall receive an additional \$500.00 per annum to make part of their salary in accordance with State statute. Coursework must be for certification classes toward a certification the Borough deems desired or required by law. It does not include any other type of seminars, programs, or classes. Whether a course specifically relates to an employee's job will be determined within the discretion of the Borough. The Borough will pay for seminars, but that does not entitle the employee to the \$250 or \$500 as noted below. Coursework must be successfully completed. Upon completion of a course toward a certification (both approved in advance by the Borough and its discretion) \$250 will be added to the employee's base salary. Once the certifications obtained in connection with all coursework, \$500 will be added to the employee's base.
- 16.4 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) employment as determined within the discretion of the Borough with prior approval of the Borough Administrator. Employees are to submit a voucher for payment after a successful completion of each course.
- 16.5 Mileage reimbursement shall be pay to all employees who use their own vehicles on Borough business or for traveling to job-related courses. The rate shall be the IRS standard mileage rate as posted by the U.S. Internal Revenue Service.
- 16.6 The Borough shall pay the license fee, including endorsements and renewals for all employees required to hold a COL License, less the fee of a car operators license.

ARTICLE 17
SUSPENSIONS, DISMISSALS & PROMOTIONS

- 17.1 Suspensions, dismissals, demotions, and promotions shall be in accordance with Civil Service Laws and Regulations, currently called the New Jersey Civil Service Commission.
- 17.2 **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.
- 17.3 The Borough will forward to the Union any current or amended Civil Service Certification list.
- 17.4 The Borough retains the right of approval in determining employee qualifications.

ARTICLE 18
SALARY

- 18.1 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. Said increases shall be retroactive to the effective dates listed below. The negotiated increases will raise the current minimum rates annually of all bargaining unit positions.

January 1, 2019 = 2.25% increase

January 1, 2020 = 2.0% increase

January 1, 2021 = 2.0% increase

Retro pay for the above increases shall be limited to unit members as of the date the contract is fully executed by the last party to sign it.

- 18.2 For the term of this contract, the Borough shall provide each member of the bargaining unit a non-pensionable stipend according to the following:

February 1, 2019 = \$300.00 non-pensionable stipend

February 1, 2020 = \$200.00 non-pensionable stipend

February 1, 2021 = \$100.00 non-pensionable stipend

To be eligible for this stipend, the employee must be employed on the date the stipend is provided (February 1st).

ARTICLE 19
PART-TIME EMPLOYEES

- 19.1 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 20
DURATION

- 20.1 This agreement shall be binding and effective as of January 1, 2019, and continue in full force and effect until midnight, December 31, 2021, or until such time as a new agreement is signed.

ARTICLE 21
FURTHER NEGOTIATIONS

- 21.1 Prior to the ending date of this Agreement (between September 1, 2021 and December 1, 2021) the parties shall meet, at a mutually agreed-upon time and place, for the purpose of negotiating a successor agreement.

ARTICLE 22
SEVERABILITY

- 22.1 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 provision of the Agreement affected by such decision.
- 22.2 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 23
NO STRIKE NO LOCKOUT

- 23.1 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.

23.2 There shall be no lockout by the Borough.

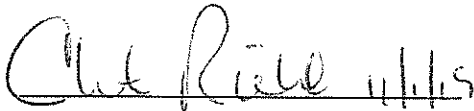
ARTICLE 24
TERM OF AGREEMENT

24.1 This agreement shall become effective as of the first day of January 2019, and shall remain in full force and effect and will expire on the 31st day of December, 2021

24.2 The parties shall have the right to open negotiations between September 1, 2019, and December 31, 2021 for a successor agreement.

IN WITNESS WHEREOF, the party's set their hands and seals this ____ day of _____, 2019

FOR THE BOROUGH OF
POINT PLEASANT BEACH



FOR THE TEAMSTERS LOCAL 469

