

**COLLECTIVE BARGAINING AGREEMENT  
COVERING (TELECOMMUNICATORS)**

**BETWEEN**



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

**AND**



**BOROUGH OF POINT PLEASANT  
2233 BRIDGE AVE.  
POINT PLEASANT, NJ 08742**

January 1, 2016 through December 31, 2019

## TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE(S)
ARTICLE I	STATEMENT OF PRINCIPLES	3
ARTICLE II	NEGOTIATING PROCEDURE	3 & 4
ARTICLE III	DUES DEDUCTION AND REPRESENTATION FEE	4 & 5
ARTICLE IV	GRIEVANCE PROCEDURE	5 & 6
ARTICLE V	SALARIES & RATE OF PAY	6
ARTICLE VI	EMPLOYEE WORK SCHEDULE	7
ARTICLE VII	OVERTIME COMPENSATION	7
ARTICLE VIII	EMPLOYEE RIGHTS	8
ARTICLE IX	SENIORITY	8 & 9
ARTICLE X	HOSPITAL & MEDICAL INSURANCE	9
ARTICLE XI	VACATION	10
ARTICLE XII	HOLIDAYS	10 & 11
ARTICLE XIII	SICK LEAVE	11 & 12
ARTICLE XIV	OTHER LEAVES OF ABSENCE	12 & 13
ARTICLE XV	LONGEVITY COMPENSATION	13
ARTICLE XVI	RETIREMENT BENEFITS	11
ARTICLE XVII	UNIFORMS AND EQUIPMENT	13 & 14
ARTICLE XVIII	LIABILITY PROTECTION	14
ARTICLE XIX	PERSONNEL FILES	15
ARTICLE XX	CIVIL SERVICE CERTIFICATION	15
ARTICLE XXI	SAVINGS CLAUSE	16
ARTICLE XXII	DURATION	13

This Agreement retroactive and effective January 1, 2016, by and between the Borough of Point Pleasant, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the Employer, and Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters, hereinafter known and designated as the Union.

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

## ARTICLE I. STATEMENT OF PRINCIPLES

SECTION 1. The Employer has heretofore recognized the Union as the sole and exclusive bargaining unit of all full-time, permanently appointed Telecommunicators now or hereafter employed by the Municipal Office of the Borough of Point Pleasant except: confidential and supervisory employees and all others employees.

SECTION 2. The Employer has an obligation pursuant to Chapter 123, Public Laws of 1974, N.J.S.A. 34:13A-1, et seq., to negotiate with the Union as the said representative and to provide orderly and peaceful proceedings for presenting employee's grievances and proposals.

SECTION 3. The Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves onto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

SECTION 4. The exercise of the foregoing powers, authority, duties and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then, only to the extent that such specific, express terms hereof are in conformity with the Constitution and Laws of the State of New Jersey and of the United States. That nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to the Employer; and it is the intention of both parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

## ARTICLE II. NEGOTIATING PROCEDURE

SECTION 1. Negotiations for a successor Agreement shall begin no later than September 1st of the appropriate year.

SECTION 2. Neither party shall have any control over the selection of the negotiating representatives of the other party, and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make further counter-proposals in the course of the negotiations, with final approval of the Contract to be made by the Employer at an open public meeting after ratification by the Union.

SECTION 3. With the sole exception of an agency shop provision, this Agreement incorporates the entire understanding of the parties in all matters which would or could have been the subject of negotiations; and neither party shall be required to negotiate further for the years 2016, 2017, 2018 and 2019, with respect to any negotiable matter, whether or not covered by this Agreement.

SECTION 4. Except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as though set forth at length herein; and nothing provided herein shall be interpreted or construed so as to eliminate, reduce or otherwise detract from any

benefits to either party existing prior the effective date of this Agreement, other than as changed by this Agreement.

SECTION 5. Copies of this Agreement shall be printed at the expense of the Employer, and when such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed, the Agreement shall be presented to all members of the Collective Bargaining Unit.

### ARTICLE III. DUES DEDUCTION AND REPRESENTATION FEE

SECTION 1. The Employer agrees to deduct dues from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union Office.

SECTION 2. The Union agrees to file the dues deduction authorization form with the Employer for each employee prior to such deductions and same shall be in accordance with the applicable statutes of the State of New Jersey.

### SECTION 3. REPRESENTATION FEE

A. The Union shall deliver to the Employer a written statement containing the following:

(1) A statement that the Union has determined the amount of representation fee in accordance with the requirements of N.J.S.A. 34:13A-5.4.

(2) A statement that the Union has established a "demand and return system" in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

(3) A statement establishing the amount of representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

B. On the first day of each month, as necessary, the Union shall provide the Employer with a list of all members of the bargaining unit who have failed to arrange for and become members of the Union and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

C. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with "Paragraph D.", below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.

D. Payroll Deduction Schedule - The Employer will deduct the representation fee from the pay checks paid to each employee on the aforesaid list. The deductions will begin with the first pay checks:

(1) Following receipt of the above list, or

(2) Thirty (30) days after a new employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and for the transmission of such fees due to the Union, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Union.

E. On or about the last day of each month, as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period.

SECTION 4. The Union hereby agrees to indemnify, defend and save harmless the Mayor and Council from any claim, suit or action of any nature whatsoever which may be brought at law or equity or before any administrative agency, with regard to, or arising from the deduction from the salaries of any employee of any sum of money as a dues deduction or a representation fee under provisions of this Agreement.

SECTION 5. 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. GRIEVANCE PROCEDURE

SECTION 1. For the purpose of this agreement, the term "grievance" as used herein means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement affecting any employees covered by this agreement.

SECTION 2. An aggrieved employee shall present his/her grievance in writing within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.

#### SECTION 3

STEP 1. The employee and a representative from Teamsters Local Union 469 (Union), or the employee individually, but in the presence of a representative, shall take up the grievance in writing with the Chief of Police as is applicable who shall answer the grievance in writing within five (5) working days.

STEP 2. If the grievant and/or the representative of Union is not satisfied with the results of Step 1, then, within five (5) working days, the grievant or the representative must deliver the grievance in writing to the Borough Administrator who shall have five (5) working days in which to arrange a meeting between himself, the grievant and the Union Representative or the grievant. The written decision of the Borough Administrator shall be issued within five (5) working days of the meeting.

STEP 3. If the Employer and/or the Union is not satisfied with the results of Step 2, then such employee and/or Union shall present the grievance in writing within five (5) calendar days to the Mayor and Council whose answer shall be in writing within ten (10) working days or in the event a Council Meeting is not held during said time, answer shall be given in writing within two (2) working days of the next regularly scheduled Council Meeting.

STEP 4. If the grievant and/or the Union is not satisfied with the results of Step 3, and if the grievance applies only to the specific terms of this locally negotiated, written Agreement, then the Union, no later than the twenty-first (21st) calendar day after submitting the written grievance to the Mayor and Council, may bring the grievance to the New Jersey Public Employment Relations Commission (PERC) to be resolved according to its rules and regulations.

STEP 5. The arbitrator appointed by the New Jersey Public Employment Relations Commission shall have no authority to add to or subtract from, modify, change or revise this locally negotiated, written Agreement, in any manner. Furthermore, he/she shall have no authority to issue an award pertaining to an administrative decision or policy, rules, regulation of the appropriate state agency or state statute pertaining to terms and conditions of employment which are not grounded in this locally negotiated, written Agreement. The decision of the arbitrator shall be final and binding.

STEP 6. It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its employees, and the Union agrees that they will not strike, slow down or cause a slow down, or engage in any work stoppage or other job action during the term of this Agreement. An employee who violates the terms of this Section shall be subject to discharge.

Section 4. The Employer shall not suspend or discharge any employee, except for probationary employees, without just cause. All cases involving major discipline, i.e., the discharge or suspension of an employee in excess of five (5) working days shall be adjudicated in accordance with Civil Service Regulations. At any such disciplinary hearing, the employee may be represented by the steward, the local Union President, or designee, and a council representative. In the case of a suspension of five (5) working days or less, the employee may grieve the action through the Grievance Machinery as set forth within the contract. In all cases involving the discipline, suspension or discharge of an employee, the Employer must immediately notify the employee in writing of his discipline, discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office within one (1) working day from the time of discharge or suspension. The Union may elect to appeal any minor discipline matter to arbitration as provided for in this agreement

#### ARTICLE V. SALARIES AND RATE OF PAY

SECTION 1. The salary for all employees shall be based upon a Grade and Step Plan as delineated on Attachment I (Salary Grade for Each Position). All wage increases are retroactive to the respective dates as outlined in Attachment I. The Borough shall pay to the employees an increase in salary equal to two percent (2%) per annum for each of the four (4) years beginning on the first day of January of each year.

SECTION 2. Each newly hired Telecommunicator shall complete one (1) year as a Telecommunicator Trainee, as per the Civil Service Commission of New Jersey. The salary will be set forth by the salary guide in Attachment I (Step and Salary scale). Upon completion of his/her first year as trainee the Telecommunicator shall advance to step two (2) on the salary guide.

SECTION 3. The regular rate of pay for members of the bargaining unit shall be his/her annual salary plus his/her longevity compensation, as determined by the provisions of this Agreement, divided by the number of regular pay periods in the year.

SECTION 4. Every individual will advance one step on the pay scale on the first day of the month of their anniversary until reaching maximum salary in grade.

SECTION 5. The Supervising Communications Operator would receive a \$1,500 stipend above top salary.

SECTION 6. Employees shall receive four (4) hours of compensatory time for each eight (8) hours of time spent training any Telecommunicator (s).

## ARTICLE VI. EMPLOYEE WORK SCHEDULE

SECTION 1. The work day for employees shall consist of a shift of eight hours. The starting times for shifts shall be 8 AM, 4 PM and 12 midnight or for at 7:00 AM, 3:00 PM and 11:00 PM. The Borough shall determine the shift schedule of either 8:00 AM, 4:00 PM or 12:00 AM or the 7:00 AM, 3:00 PM and 11:00 PM schedule for all employees.

SECTION 2. Employees will be assigned shifts of five (5) consecutive days with two consecutive days off. Shifts shall be selected by seniority. While not required, the Borough shall have the option to change to a four days worked two days off or a 12 hour shift rotation "Pitman schedule".

SECTION 3. During the normal work day, a member of the bargaining unit shall be entitled to one (1) fifteen-minute break during the morning, one (1) fifteen-minute break during the afternoon hours of work, and one (1) thirty minute break for lunch, providing there is sufficient coverage.

SECTION 4. 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.

SECTION 5. Work Opportunity/Call In: When any extra hours or shifts become available for Telecommunicators covered by this agreement shall be called first for such work opportunities. The Telecommunicators shall be listed in seniority order and shall be called for work on a rotating basis. As an example; the senior employee is called and works an extra assignment. For the next assignment of extra work the next senior employee shall be called. This continues for additional extra work assignments and the employees shall be called on a rotating basis. If an employee is not available for an assignment they shall be called only when their name comes up on the rotating list.

SECTION 6. Shift Selection: Telecommunicators covered by this agreement shall select shifts using their seniority.

## ARTICLE VII. OVERTIME COMPENSATION

SECTION 1. Each member of the Bargaining Unit shall be paid overtime compensation at the rate of one and one-half (1-1/2) times his/her regular rate of pay for all hours worked in excess of forty (40) hours in any work week.

SECTION 2. If a member of the Bargaining Unit is called to work on other than his/her normally scheduled work day between the hours of 12 midnight and 6: 00 a.m., such employee (s) shall be guaranteed three (3) hours pay.

SECTION 3. If a member of the Bargaining Unit works sufficient hours to qualify for overtime pay, such member of the Bargaining Unit shall have the option to take compensatory time at an equivalent of time and half (1-1/2), in lieu of overtime pay, at a time mutually agreeable with the immediate supervisor and the employee. The maximum amount of compensatory time an employee may be permitted to accrue is forty (40) hours. An employee who has accrued the maximum number of compensatory hours allowed shall be paid all additional overtime in pay.

SECTION 4. For each off-duty court appearance required of an employee, there shall be paid to such employee, overtime compensation for either the time devoted to such appearance, or for two (2) hours overtime, which ever shall be greater.

## ARTICLE VIII. EMPLOYEE RIGHTS

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

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

SECTION 3. Other than working hours, the Union shall have the right to use Municipal facilities and equipment, including: typewriters; mimeographing or other duplicating equipment; calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental thereto and for any repairs necessitated as a result thereof.

SECTION 4. Any an all job vacancies in the Bargaining Unit shall be posted on the bulletin board of the lounge for a total of ten (10) working days. Any member of the Bargaining Unit desiring to be considered for such vacancy shall sign the job posting sheet in ink. The final determination as to who shall fill the position shall be made by the Borough Council, which is not precluded from considering application(s) from non-employee(s).

## ARTICLE IX. SENIORITY

SECTION 1. Newly-hired, permanent employees shall be considered to be on a trial basis for a period of ninety (90) days from the date of obtaining permanent status; and all seniority and permanent employee's security shall conform to and comply with the applicable statutes and regulations of the New Jersey State Division of Civil Service. Such employees may, during their trial periods, be terminated at any time during said period, without recourse whatsoever.

SECTION 2. Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

SECTION 3. Seniority shall mean the length of continuous service with the Employer, regardless of capacity or department. For all new employees as of the effective date of this Contract, seniority shall be based on continuous full time service.

SECTION 4. An employee shall lose all seniority rights for any one or more of the following reasons, but not limited to these reasons:

- (a) Voluntary resignation
- (b) Discharge for good reason
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as Employer deems appropriate.
- (d) Failure to be recalled after layoff for a period in excess of twelve (12) calendar months.

SECTION 5. Seniority shall be among the factors considered for any employee seeking either a promotion or transfer to any position resulting in a pay increase in responsibilities or duties.

SECTION 6. Seniority shall be the prime consideration in the selection of vacation time.

SECTION 7. In the event of a general reduction in force, the Union shall be notified in accordance with all rules and regulations as promulgated by the New Jersey Department of Personnel.



SECTION 8. An employee laid-off during the general reduction in force and who is recalled and reinstated to her/his former position, shall receive her/his former rate of pay or the current wage for her/his position, whichever is the higher.

SECTION 9. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such laid-off employee. It is the responsibility of the employee to keep the Municipal Offices informed of his/her current address.

#### ARTICLE X. HOSPITAL AND MEDICAL INSURANCE

SECTION 1. The Borough agrees to provide medical insurance that is equivalent to the Horizon Blue Cross Blue Shield of NJ program currently in existence. The Borough shall meet with the employees group 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 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.

SECTION 2. The Borough will not be required to provide or offer any new hires the "traditional plan" for health insurance purposes. If however any current employee of the Borough in this bargaining unit is currently working part time, and therefore not now eligible for health insurance to be paid for by the Borough, and becomes during the term of the contract a full time employee so as to be eligible for health insurance to be paid by the Borough that employee who is "grandfathered" because of existing part time employment shall be eligible to obtain the traditional plan health insurance coverage.

SECTION 3. Employees and dependents shall be provided with a drug benefit program which includes a three-dollar (\$3.00) co-pay provision for generic drugs and six-dollar (\$6.00) co-pay for name-brand drugs..

SECTION 4. Effective May 2010 or as soon as possible, the employees will be enrolled in the NJ State Health Benefit Plan Direct 10 medical and prescription plan. All co-pays involving pharmaceutical and other health benefits shall be as provided by the New Jersey State Health Plan.

SECTION 5. All employees shall contribute to their health insurance premiums in accordance with Chapter 78 of Public Law 20011.

SECTION 6. Effective upon execution of this Contract, the Employer shall provide dental coverage (75%) to all employees at no cost to them. Said plan shall be the Connecticut General or its equivalent.

SECTION 7. The Employer shall provide a disability plan for each employee covered under this Agreement for non-job related injuries at the current contribution rates for each period covered by this Contract. Said plan shall be the State of New Jersey Plan or its equivalent.

SECTION 8. The month following ratification of the collective bargaining agreement, the employer agrees to provide vision benefits for employees and their dependents, which includes a yearly examination, prescription eyeglasses and/or contacts through Local 469 Welfare Plan. The Borough will remit a monthly contribution of \$15.00 per month for each covered employee. Such payment is not subject to retroactive payment.

ARTICLE XI. VACATION

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

LENGTH OF SERVICE

VACATION TIME

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

During the final year of employment one twelfth (1/12th) of annual vacation based upon years of service for each month of service.

SECTION 2. Also, employees covered under this Contract shall be entitled to three (3) personal days. Personal days shall be administered in the same manner as vacation days except that all personal days must be utilized within the year given or are forfeited.

SECTION 3. Scheduling of vacation shall be subject to the Chief of Police, in accordance with sound departmental administrative requirements; however, scheduling of vacation time shall be based upon seniority, provided that such requests for vacation time are filed with the proper department head. For clarification purposes vacation selection of the Telecommunicators are not affected by the vacation schedule of other departmental employees not covered by this agreement.

ARTICLE XII. HOLIDAYS

SECTION 1. The following days are recognized as holidays, and members of the Bargaining Unit shall not be required to work on such days. However, they shall be paid their regular rate of pay for a normal working day.

New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Birthday	Friday after Thanksgiving
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	A half day (1/2) Christmas Eve
Independence Day	Christmas Day
Labor Day	Employees Birthday

An employee's Birthday shall be taken any day within the payroll period in which the employee's Birthday falls.

SECTION 2. The overtime rate will be paid for all work performed on a designated holiday. In the event that any member of the bargaining unit is required to work on any of the aforesaid holidays, or in the event of administrative requirements:

- a. The member of the bargaining unit, in lieu of such compensating time off, may elect to waive such compensating time off to work. In lieu, thereof to be paid at his/her regular rate of pay for such work, with the payment of all said work in lieu of holiday time off. To be made to the member of the bargaining unit by the first pay day in December.
- b. Holiday pay shall be paid by the borough to each member of the unit on the last pay of November in each year of this agreement.
- c. Effective January 1, 2003 the overtime rate will be paid for all work done on a designated holiday. This compensation shall be in addition to the holiday pay paid by the Borough to each member of the unit on the last pay in November in each year of this agreement as has been prior practice.

SECTION 3. When any of the above holidays is in conflict with the religious belief of any employee, such employee may substitute a religious holiday of his/her own belief, provided adequate notice is given to the Chief of Police.

#### ARTICLE XIII. SICK LEAVE

SECTION 1. Each permanent, full-time member of the Bargaining Unit is granted fifteen (15) working days sick leave with pay each calendar year. Members of the Bargaining Unit with less than (1) year of service shall receive one (1) day of sick leave per month of service with pay, from the day of regular employment up to and including December 31st next following the day of employment, and fifteen (15) days sick leave with pay for each calendar year thereafter. During the first three (3) months of employment, an employee may accumulate, but not take, sick leave.

SECTION 2. Sick leave not taken in any one (1) year shall accumulate from year to year; and each member of the Bargaining Unit shall be entitled to use such accumulated sick leave with pay if, and when, needed.

SECTION 3. The Employer may require the certificate of a reputable physician in attendance, as proof of illness or injury of the member of the Bargaining Unit or of the need for her/his attendance upon a member of her/his immediate family, for leaves under the following conditions:

(a) Leave taken the day immediately prior to, or immediately following, an authorized, paid holiday as specified in this Agreement or a vacation.

(b) Three (3) consecutive days of absence for reasons of illness.

(c) Absence on sick leave for three (3) days or more in any one (1) month, or an unacceptable pattern of absence on sick leave.

(d) Said certificate may be required by the department head or the Municipal Administrator; and, in addition thereto, the Municipal Administrator may require the member of the Bargaining Unit to be examined by a physician of the Borough's choice at the employee's own expense.

(e) If the Borough imposes sanctions for an unacceptable pattern of absence on sick leave, such sanctions shall not last for more than two (2) years.

SECTION 4. In computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such member of the Bargaining Unit is paid, under provisions of Chapter XV of Title 34 of the revised statutes of New Jersey, for temporary disability for the period of time that such member shall be absent from work on sick leave.

SECTION 5. Sick leave is hereby defined to mean absence from post of duty of employee due to illness, injury, exposure to contagious disease or attendance upon the member of the Bargaining Unit's immediate family being seriously ill or injured and requiring the care and attendance of such member of the Bargaining Unit.

SECTION 6. The Borough and Teamsters acknowledge the appropriateness of the Borough adopting a Borough wide "sick leave bank" policy. The Borough and the Teamsters shall jointly consult in preparing and approving that policy. The Teamsters acknowledge that the current state regulations require that the Borough provide notice to and discuss with all of its bargaining units this proposed policy, which must eventually be approved by the New Jersey Department of Community Affairs before it is implemented.

SECTION 7. An employee at his/her sole discretion may chose to turn in two (2) sick days to receive one (1) personal day, however, an employee must have fifty (50) sick days accumulated to be eligible. The maximum an employee is allowed to use is ten (10) sick days to receive five (5) personal days.

#### ARTICLE XIV. OTHER LEAVES OF ABSENCE

SECTION 1. The Employer may grant upon written request of the employee a leave of absence without pay.

SECTION 2. Maternity Leave - The Employer shall grant maternity leave without pay to any member of the Bargaining Unit upon request, subject to the following stipulations and limitations:

(a) The Employer may request a certificate by a reputable physician relating to the employees physical condition. The leave granted for maternity purposes shall be for a reasonable period of time, however, not to exceed six (6) months.

(b) Any member of the Bargaining Unit who is physically disabled during the period of maternity leave shall be entitled to use sick leave for the number of days specified by her physician's written statement.

(c) Upon return from leave granted, pursuant to this Section, a member of the Bargaining Unit shall be considered as if she/he were actively employed by the Employer during the leave, and shall be placed upon the salary schedule at the level she/he would have achieved if she/he had not been absent. Seniority will not accumulate during a period of leave of absence without pay.

#### SECTION 3. Bereavement

(a) Shall be applicable only to permanent employees and to and full-time employees. Leave as herein defined shall not be charged against either sick leave or vacation time.

(b) In the event of the death of an employee's mother, father, spouse, child, or stepchild, step parents, siblings, domestic partners and civil union partners that employee shall be granted five (5) working days from duty with pay.

(c) In the event of the death of an employee's father-in-law, mother-in-law, sister-in law, brother-in-law, grandparents, grandchildren, step parents, step brother & sister, grandchildren in-laws, grandparents in-laws the employee shall be granted three (3) working days from duty with pay.

(d) In the event of the death of an employee's aunt, uncle, nephew, niece, or cousin, the employee shall be granted one (1) working day of leave with pay.

(e) Time off with pay will be granted to attend the funerals of past or present employees, up to a maximum of four (4) hours, but bearing in mind that a Department cannot be vacated. Sufficient people must remain on duty to keep the Department operating.

SECTION 4. Jury Duty - Any employee called for jury duty will be excused from work for the period actually in attendance at court and will be paid less the amount of his jury duty pay.

ARTICLE XV. LONGEVITY COMPENSATION

SECTION 1. In addition to the annual salary, members of the Bargaining Unit shall receive longevity compensation as follows:

YEARS OF SERVICE	PERCENT OF ANNUAL PAY
After three (3) full years	One percent (1%)
After six (6) full years	Two percent (2%)
After nine (9) full years	Three percent (3%)
After twelve (12) full years	Four percent (4%)
After fifteen (15) full years	Five percent (5%)
After eighteen (18) full years	Eight percent (8%)
After twenty-one (21) full years	Nine percent (9%)
After twenty-four (24) full years	Ten percent (10%)

SECTION 2. New hires hired on or after March 1, 2013, shall not receive any longevity compensation. Longevity is eliminated for all new hires unless they are currently employed by the Borough and receiving longevity.

ARTICLE XVI. RETIREMENT BENEFITS

SECTION 1. It is in the best interests of the Borough of Point Pleasant to encourage employees to commit themselves to lifetime careers of public service and, to that end, to assure that employees who do devote their lives to such careers receive adequate retirement benefits.

SECTION 2. For the purposes of computing both employee and employer contributions to the Public Employees Retirement System, the remuneration upon which such contributions are calculated shall be the sum of each respective employee's annual salary plus his/her longevity compensation.

SECTION 3. Employees who purchase prior retirement will have their anniversary date adjusted to correspond with pension records. The employee will be entitled to accrue additional vacation days and his longevity base commensurate with their new anniversary date for any previous employment with the Borough of Point Pleasant.

SECTION 5. Employee who purchases prior retirement credits will have their anniversary date adjusted to correspond with pension records. Additionally, seniority will be adjusted with reference to vacations, and longevity will be adjusted also.

SECTION 6. An employee completing a minimum often (10) years of full time employment with the Borough who has accumulated sick leave shall be entitled to same upon termination of employment with the Borough upon the conditions set forth in the Borough Administrative Code, Chapter 14, Section 10-10, except that all new employees hired as of January 1, 1994 shall be entitled to said benefit only up to and including the maximum amount of \$15,000.00.

SECTION 7. Employees who retire with twenty-five or more years of service with the Borough shall continue to receive employee & spouse and children under the age of twenty-six (26) medical coverage from the Borough as though they were employed (medical, surgical, hospital, dental, prescription, etc.).

SECTION 8. Employees who retire and do not qualify for health insurance paid by the Borough, will have the option to have the Borough medical coverage (medical, surgical, hospital, prescription, etc.) for the employee and/or their spouse. Employees electing such coverage under this provision shall pay upon receipt of bill from the Borough Clerk the cost of said coverage charged by the medical providers of the Borough.

## ARTICLE XVII UNIFORMS AND EQUIPMENT

SECTION 1. To ensure that all future employees be adequately and appropriately equipped upon assuming their duties, each regular employee shall, upon the commencement of his/her duties be issued:

- A. Three (3) pairs of summer pants
- B. Three (3) pairs of winter pants
- C. Three (3) long sleeve shirts
- D. Five (5) short sleeve shirts
- E. One (1) pair of boots or shoes
- F. One (1) belt
- G. 5:11 3-in-one jacket

SECTION 2. To receive payments to partially defray the expense of replacing uniform components required civilian clothing and necessary cleaning and repairing newly appointed members of the bargaining unit must complete one (1) year of service. After completing one (1) year of service, the members of the bargaining unit shall for each remaining month of that calendar year receive one twelfth (1/12) of the established sum. As indicated below and thereafter, shall receive yearly the following:

- a. To partially defray the expense incurred by regular members of the bargaining unit in replacing worn or damaged uniform components. The employer shall within thirty (30) calendar days after the adoption of the municipal budget, recompense each member of the bargaining unit for the replacement cost of damaged or worn uniform component(s), not to exceed six hundred and seventy five dollars (\$675.00) for the remainder of this agreement per member of the bargaining unit, after receiving proof of their uniform components(s) replaced and the cost thereof.
- b. The Borough of Point Pleasant shall in lieu of cleaning payments for each Telecommunicator, contract with a local cleaner for the cleaning of the police uniforms.

## ARTICLE XVIII LIABILITY PROTECTION

SECTION 1. That the employer recognizes the employees are frequently called upon to assist citizens in both emergency and non-emergency basis. That performance of such duties may result to assert claims against the Telecommunicator for money damages grounded by negligence, will misconduct or both. And that assert claims exposes employees to great financial loss in the event of an adverse verdict and in the event that the employees are called upon to defend such claims.

SECTION 2. To assure that the employees may effectively perform their duties without fear of financial loss because of damage claims asserted against them, the employer shall:

- a. Continue to maintain in effect public liability insurance in an amount adequate to protect employees damage awards grounded in negligence.
- b. Maintain in effect liability insurance in an amount adequate to protect employees against claims for compensatory damages arising out of alleged gross negligence, malicious prosecution, false arrest, assault and battery and similar torts.
- c. In accordance with N.J.S.A. 40A:14-155 whenever a member of the bargaining unit is a defendant in any action or legal proceeding arising out of a directly related to the lawful exercise of their official duties, the employer shall provide said member with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him/her by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or Telecommunicator, he/she shall be reimbursed for the expense of his defense.

#### ARTICLE XIX PERSONNEL FILES

SECTION 1. Upon reasonable advance notice, members of the bargaining unit shall have the right to review their own personnel file. Except for initial letters of recommendation and/or matters pertaining to an internal investigation.

SECTION 2. Members of the bargaining unit shall be shown all written, derogatory material, which is to be placed in their file prior to such placement, unless such material are to be used in an internal investigation.

SECTION 3. Only one (1) personnel file shall be used, except for matters pertaining to an internal investigation.

#### ARTICLE XX CIVIL SERVICE CERTIFICATION

All Telecommunicator personnel are to become civil service certified within one (1) year of employment as set forth in department of personnel guidelines, upon successful completion of all mandated certifications and processes.

#### ARTICLE XXI. SAVINGS CLAUSE

SECTION 1. The parties agree that if any provision of this Contract or the application of this Contract as it applies to any member of the Bargaining Unit or set of circumstances shall be held invalid, then the remainder of this Contract or the application of such provision to other persons or circumstances shall not be affected thereby.

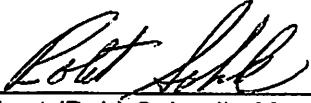
ARTICLE XXII. DURATION

SECTION 1. This Agreement shall become effective as of the first (1<sup>st</sup>) day of January, 2016 and shall remain in full force and effect and will expire on the thirty-first (31<sup>st</sup>) day of December, 2019.

SECTION 2. The employees shall have the right to open negotiations between September 1, 2019 and December 1, 2019 for a successor Agreement.

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


Borough of Point Pleasant

  
\_\_\_\_\_  
Robert (Bob) Sabosik, Mayor

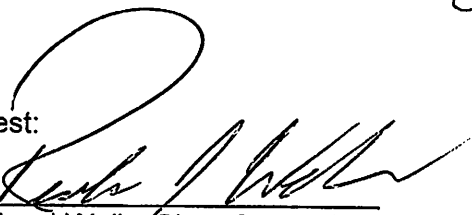
Attest:

  
\_\_\_\_\_  
Antoinette Jones, Borough Clerk

Teamsters Local Union No. 469

  
\_\_\_\_\_  
Fredrick Potter, President

Attest:

  
\_\_\_\_\_  
Richard Wells, Shop Steward



BOROUGH OF POINT PLEASANT - COMMUNICATIONS OFFICERS 2%

	2016	2017	2018	2019
Trainee	38,969	39,748	40,543	41,354
Step 1	39,479	40,269	41,074	41,895
2	45,155	46,058	46,979	47,919
3	50,832	51,849	52,886	53,944
4	56,508	57,638	58,791	59,967
5	62,259	63,504	64,774	66,069
6	63,112	64,374	65,661	66,974
7	65,876	67,194	68,538	69,909
8	68,667	70,040	71,441	72,870
9	71,487	72,917	74,375	75,863
10	74,334	75,821	77,337	78,884

RESOLUTION NO. 262 - 2016

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF POINT PLEASANT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING BETWEEN BOROUGH OF POINT PLEASANT AND TEAMSTERS LOCAL UNION NO. 469 (COMMUNICATION OFFICERS)**

WHEREAS, the Borough Council of the Borough of Point Pleasant, County of Ocean, State of New Jersey (hereinafter referred to as the "Borough") has been in negotiations with Teamsters Local Union No. 469 (Communication Officers) (hereinafter referred to as the "Union") and the terms of a new Collective Bargaining Agreement by and between the parties; and

WHEREAS, the new Collective Bargaining Agreement is for a new four-year term beginning January 1, 2016 until December 31, 2019; and

WHEREAS, the Borough and the Union have agreed to the terms for a new Collective Bargaining Agreement which have been memorialized in a Memorandum of Understanding by and between the Borough and the Union; and

WHEREAS, the Borough finds it necessary and appropriate to authorize the execution of the Memorandum of Understanding with the Union; and

WHEREAS, the Memorandum of Understanding is on file in the Office of the Borough Clerk and can be reviewed during normal business hours:

NOW, THEREFORE, BE IT RESOLVED, this 6<sup>th</sup> day of September, 2016, by the Mayor and Borough Council of the Borough of Point Pleasant, County of Ocean, State New Jersey, as follows:

1. The Borough hereby authorizes the execution of Memorandum of Understanding between the Borough and the Teamsters Local Union No. 469 (Communication Officers)

DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS  
COUNSELLORS AT LAW  
620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

2. The Borough authorizes and directs the Mayor, Borough Clerk, and Borough Administrator to execute any and all necessary documents in order to implement the intent of this Resolution.

3. A certified copy of this Resolution shall be forwarded by the Borough Clerk to the following:

- (a) The Honorable Robert A. Sabosik, Mayor;
- (b) Christopher J. Dasti, Esquire; and
- (c) Frederick Potter, President, Teamsters Local Union No. 469.

Council Member Thulen presented the following Resolution

Seconded by Furmato

RECORD OF VOTE	JOSEPH FURMATO	JOHN WISNIEWSKI	WILLIAM BOROWSKY	ANTOINETTE DEPAOLA	PAMELA SNYDER	MICHAEL THULEN JR.	MAYOR SABOSIK
COUNCIL							
YES	X	X	X	X	X	X	
NO							
ABSTAIN							
ABSENT							

I, Antoinette Jones, RMC, CMR, Borough Clerk of the Borough of Point Pleasant, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Point Pleasant Borough Council at a meeting held on the 6th day of September, 2016.

BOROUGH OF POINT PLEASANT, IN  
THE COUNTY OF OCEAN, NEW JERSEY

  
ANTOINETTE JONES, RMC, CMR  
BOROUGH CLERK

DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

# Memorandum of Understanding 2016 - 2019

by and between

The Borough of Point Pleasant Borough

and

Teamster Local Union No. 469 (Communication Officers)

The Borough of Point Pleasant Borough (hereinafter referred to as the "Borough") and Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters (Communication Officers Agreement) (hereinafter referred to as "Teamsters") desire to enter into this Memorandum of Understanding setting forth the terms of the new Collective Bargaining Agreement ("Agreement"). The parties acknowledge that the prior Agreement entered into by and between the Borough and the Teamsters expired on December 31, 2015. This MOU is subject to ratification by the Council and the Union membership.

1. The Borough and Teamsters agreed that other than as set forth herein below all of the terms and conditions of the prior Agreement which expired on December 31, 2015 shall remain in full force and effect.

2. This Agreement shall be for a new four (4) year term, expiring on December 31, 2019.

3. Article V Salaries and Rate of Pay. The Borough shall pay to the employees an increase in salary equal to two percent (2%) per annum for each of the four (4) years beginning on the first day of January of each year. Amend Salary Guide to reflect the increases and incorporate the 2015 MOA as it relates to Trainee wage/salary with the increases described herein. Delete last sentence in Section 1. (Salary Cap)

4. Article X – Hospital and Medical Insurance; Amend. Employees who retire with twenty-five or more years of service with the Borough shall continue to receive employee & spouse and children under the age of twenty-six (26) medical coverage from the Borough as though they were employed (medical, surgical, hospital, prescription, etc.).

5. Article VI Employee Work Schedule; Amend to also provide for a starting times for shifts at 7:00 AM, 3:00 PM and 11:00 PM in addition to the current 8:00 AM, 4:00 PM and 12:00 AM shifts provided for in the CBA. The Borough shall determine the shift schedule of either 8:00 AM, 4:00 PM or 12:00 AM or the 7:00 AM, 3:00 PM and 11:00 PM schedule for all employees.

6. Article XVI Uniform and Equipment: Amend so the department properly provides \$675 in clothing.

7. Article XI Vacation: Amend Section 3 "Scheduling" to provide that vacation selection shall be by seniority for members of the bargaining unit only.

8. Retroactive payments and uniform allowance shall be paid in a separate check.


9. Employee's shall receive four (4) hours of comp time for each eight (8) hours of time spent training Telecommunicator (s).

8. Article IV Grievance Procedure: Add the following:

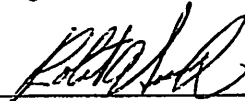
The Employer shall not suspend or discharge any employee, except for probationary employees, without just cause. All cases involving major discipline, i.e., the discharge or suspension of an employee in excess of five (5) working days shall be adjudicated in accordance with Civil Service Regulations. At any such disciplinary hearing, the employee may be represented by the steward, the local Union President, or designee, and a council representative. In the case of a suspension of five (5) working days or less, the employee may grieve the action through the Grievance Machinery as set forth within the contract. In all cases involving the discipline, suspension or discharge of an employee, the Employer must immediately notify the employee in writing of his discipline, discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office within one (1) working day from the time of discharge or suspension. The Union may elect to appeal any minor discipline matter to arbitration as provided for in this agreement

Other than as set forth hereinabove all other terms and conditions of the prior Collective Bargaining Agreement which expired on December 31, 2015 shall remain in full force and effect.

Teamsters Local Union No. 469

By:   
Fredrick Potter, President  
Dated: <sup>Sept 16,</sup> July \_\_\_\_\_, 2016

Borough of Point Pleasant

By:   
Mayor Bob Sabosik  
Dated: <sup>SEP.</sup> July 16, 2016