

**AGREEMENT**

between

**BOROUGH OF POINT PLEASANT BEACH**

and

**TRANSPORT WORKERS UNION OF AMERICA AFL-CIO LOCAL 225 BRANCH 4**

**ARTICLE I – PREAMBLE**

This Agreement is entered into between the Borough of Point Pleasant Beach, hereinafter referred to as the Borough, and the Transport Workers Union of America, AFL-CIO, and its Local 225 Branch 4, having offices at 1451 Highway 88 West, Suite 2, Brick, New Jersey, 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 and benefits.

**ARTICLE II – RECOGNITION**

In accordance with the provisions of the New Jersey Employment Relations Act, the Borough recognizes the Transport Workers Union of America, AFL-CIO, and its Local 225 Branch 4, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission.

**UNIT:**

**Included:** All Blue Collar, White Collar Employees, and Communications Operators employed by the Borough of Point Pleasant Beach.

**Excluded:** All crossing guards, supervisors, confidential employees, and managerial executives, inclusive of the statutory exceptions such as police, fire and craft employees.

**ARTICLE III – UNION DEDUCTIONS**

- A. Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and remit dues deducted as directed on the authorization card.
- B. The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of 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 and 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 COPE Donation:  
The Borough agrees to deduct and transmit to the Secretary-Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Transport Workers Unions Committee on Political Education. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.
- F. The Union will indemnify and save harmless the Borough from any and all claims and disputes that may arise out of or by reason of action taken by the Borough in reliance on the authorization of deducted monies in behalf of the Union.



#### ARTICLE 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, and welfare of Union members. 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" shall mean 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.

**Step 1:** An employee or the Union may orally present and discuss within two (2) working days his complaint with his immediate supervisor of shift supervisor/foreman on an informal basis. In the event the matter is not resolved informally, the grievant or Union may submit the grievance in writing within ten (10) days of occurrence to that immediate supervisor/foreman who shall hear the grievance. Within five (5) days after receipt of the grievance, the immediate supervisor/foreman shall render his/her decision in writing to the Union.

**Step 2:** If the Union is dissatisfied with the disposition of the grievance by the immediate supervisor/foreman, the grievance shall be presented in writing within five (5) days to the Administrator. The Administrator will answer the grievance within five (5) working days.

**Step 3:** If the Union is not satisfied with the decision of the Administrator, the grievance shall be placed in writing and presented to the Borough Council Committee in charge of Personnel within five (5) working days after the date of the decision of the Administrator. 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. The Mayor and Borough Council may review the written grievance within ten (10) working days upon receipt of the grievance. In this event, the Mayor and Council shall give the employee and Union a written answer to the grievance within three (3) working days after the date of the review aforesaid.

**Step 4:** 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. This does not include arbitration of major discipline; review of major discipline is subject to the exclusive jurisdiction of the Civil Service Commission. 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 4A:2-2.3.

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.

C. This does not include arbitration of major discipline; review of major discipline is subject to the exclusive jurisdiction of the Civil Service Commission.

#### ARTICLE VII – UNION SECTION COMMITTEE BUSINESS AND VISITATION

A. The members of the Union's Section Negotiating Committee, not to exceed four (4) 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 members 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 Section Representative or any Officer of the Union shall have admission to the Borough premises at any time during working hours of 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 unreasonable denied; it being understood, however, that such Representative shall not in any way interfere with operations 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. Union Leave: Employees shall be granted unpaid leave to serve as an elected officer of the Transport Workers Union of America, A.F.L.-C.I.O. Such leave will coincide with the applicable term or duty of the office held. The Borough will continue to pay wages and benefits and shall be reimbursed for same by the Union. The Union will pay the salary in advance monthly.

#### ARTICLE VIII – WORK WEEK

- A. Present work hours in the case of each employee to continue with the exception of the Sanitation Department. (Refer to Exhibit-Hours of Work.) Summer hours are 6 AM to 2 PM; with guidance from senior person until supervisor arrives at 7 AM; these hours may be extended throughout the year with the permission of the Supervisor of the Department. The Borough shall insure that time clocks shall be accessible to employees within their office location. All other Public Works and Water Department employees shall continue to work 7AM to 4PM.
- B. For unit members working in Borough Hall, the start time shall be at discretion of the employee's Supervisor. Full time employment will be defined as thirty-five (35) hours per week.
- C. 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. Fifteen minute breaks cannot be taken together. Employees on the 40 hour work week schedule shall have a one (1) hour unpaid lunch period. Clerical employees and Communications Operators working less than forty (40) hours per week may extend their scheduled lunch period from thirty (30) minutes to forty-five (45) minutes by combining one-fifteen (15) minute break. Communications Operators rest and lunch periods will be allowed as the work load permits.
- D. The Borough may establish work schedules which incorporate Saturday and/or Sunday as part of the regular work schedule (without incurring overtime) which may be filled by employees on a voluntary basis.
- E. Overtime:
  - 1. Time and one half (1-1/2) will be paid for time worked over eight (8) straight-time hours in a given days except in the case of Clerical employees and office personnel working a thirty-five (35) hour workweek who will remain on straight-time until attaining forty (40) hours per work week. Overtime shall be offered to all qualified full-time employees prior to offering overtime to seasonal workers.
  - 2. Time and one half (1-1/2) will be paid to all employees for time worked over forty (40) hours per work week.
  - 3. Time and one half (1-1/2) will be paid for time worked by employees on regularly scheduled days off provided said employee has accumulated forty (40) straight time rate hours on paid status. (Paid status shall include: holiday not worked, vacation days not worked, authorized sick leave, personal days and other authorized leave.)
  - 4. Communications Operators:
    - a. When required to stay working after their shift hours shall be compensated at time and one half (1-1/2) at their hourly rate.
    - b. Overtime will be offered to full-time operators in seniority rotations order if sufficient scheduled personnel are not available to cover.



5. Department of Public Works:
    - a. Scheduled overtime, with the exception of Sanitation and Street Sweeping, is to be offered one (1) day in advance of the work to be performed to all full time employees on a daily seniority rotation basis who are present at work on that day prior to 10:00 a.m.
    - b. Sanitation Collection and Street Sweeping shall be performed by those employees presently assigned to these routes as per the present practice.
    - c. All employees who are on vacation, including Sanitation and Street Sweepers, for a full work week or who are absent on the day overtime is distributed, shall not be offered to work the following weekend or a holiday that is within their vacation period, unless it is an emergency situation and the pool of qualified employees at work is exhausted. Vacation begins the morning of the actual regular work day off (12:01 AM) and ends when the employee starts that person's next scheduled or assigned shift.
  6. Compensatory Time – There shall be no further accrual of compensatory time (comp time) after ratification of the contract. Any comp time accrued as of that date shall follow the existing policy.
- F. Holiday Overtime:
1. When an employee is required to work on any one of the fourteen (14) holidays, the employee shall receive his/her holiday pay plus one and one half (1-1/2) times the hourly rate which he received for his regularly assigned duty.
  2. Communications Operators shall receive pay for the holidays at the end of the year. However, if a Communications Operator works on Thanksgiving Day or Christmas Day, they shall be compensated at time and one half (1-1/2) his/her hourly rate. If they work on any other holidays, they shall receive straight time pay.
  3. Sanitation/Recycling Workers shall continue to work the holidays, subject to the approval of the Department Head, during the duration of this Agreement. Management reserves the right to establish the schedule as necessary.
- G. Call Ins:
1. Call In: Any employee who is called in to perform Overtime work shall receive a four (4) hour minimum guarantee at the applicable rate. This also applies to Communications Operators.
  2. Emergency Call In: When 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. This also applies to Communications Operators.
- H. 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 \$14.00 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 \$14.00 dinner allowance for each such occasion. Reimbursement will be made monthly by voucher containing pertinent documentation.
- I. Work in a Higher Classification:
1. In the event that an employee is required to work in the position of someone at a supervisory level, the employee shall be paid the base salary for said supervisory position during the actual time worked 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 supervisory duties. At no time shall such employee be compensated less than their regular rate of pay. Out of category must be approved in writing by the Department Head and by the Borough Administrator.



2. Out of Title Pay:

- a. The Borough will pay "out of title pay" for drivers of the Street Sweeper, Sanitation Truck or Sewer Jet and operators of a Dump Truck, when working a route or hauling out of town. Payment will be made on an hour for hour basis.
  - b. The Borough will pay "out of title pay" to Public Works Laborers who are working above class in the absence of a higher titled employee and for being the lead person on a repair crew. For example, Laborers working as Mason or Mechanic will be paid at the rate of Public Works Repairer or Mechanic, respectively, on an hour for hour basis. This does not apply to incidental performance of such tasks during the conduct of regular job duties.
3. The Borough will agree to provide White Collar Employees who are assigned to perform additional duties a two (2) percent wage differential for performing such work, subject to performing such work at the direction of the Department Head as approved by the Borough Administrator.
- J. All clerical employees covered by this Agreement who are employed at the signing date thereof, may have their hours increased on a voluntary basis, up to forty (40) hours and the Borough on notice to the Union shall correspondingly increase clerical salaries on a pro-rate basis. For all clerical employees hired after the signing of this Agreement, the Borough reserves the right, on Notice to the Union, to increase the clerical work week up to forty (40) hours and to correspondingly increase clerical salaries on a pro-rata basis.

**ARTICLE IX – TIME OFF WITH PAY**

A. Holidays:

1. All employees covered by this Agreement shall receive pay for fourteen (14) holidays. The 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

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.

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 expense for meal allowance and mileage have been subtracted.

**ARTICLE X – VACATION**

A. 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

During the first year of service, employees shall be entitled to one vacation day per month to be taken or accumulated following each months 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 according to seniority within their departments with the approval of their Department Head. Employees will be permitted to take vacations during any item of the year with the consent of their Department Head. 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.

**ARTICLE XI – SICK TIME, BEREAVEMENT, PERSONAL DAYS**

**A. Sick Leave:**

**1. Sick Leave with pay shall be granted as follows:**

- a. 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.
- b. 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.
- c. 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.
- d. 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 are:
    - 1. Calling out sick the day(s) before or after a scheduled holiday;
    - 2. Calling out sick the day(s) before or after a scheduled vacation;
    - 3. Calling out sick the day(s) before or after a scheduled personal day;
    - 4. Calling out sick the day(s) before or after a weekend.
  - iii. the 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, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives living in the employee's household. (N.J.A.C. § 4A:1-1.3)
- e. In addition to non-payment of accrued sick leave, abuse of sick leave time may result in discipline up to and including discharge from employment.
- f. A healthcare provider's certificate shall be required for each absence after ten (10) days in any twelve (12) month look back period.



2. Sick Day Exchange:

In the event an employee does not use any sick days during a complete 365-day working year (not a calendar year), he/she shall be entitled to two (2) additional vacation days during the following 365-day working year (not calendar year). It will be the responsibility of the employee to notify the Borough Clerk, or the Deputy Borough Clerk, within 30 days after the employee has completed the 365-day working year for which the sick days have accrued, of the employee's intention to claim the two (2) additional vacation days. If the employee fails to notify the Borough Clerk, or the Deputy Borough Clerk, within the 30-day time period, the employee shall forfeit the right to claim the two (2) additional vacation days. 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 an additional six (6) months at 70% of salary 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 of one half (1/2) pay for each accumulated day to a maximum of \$30,000.00; provided, however, that effective February 1, 2017, the total maximum payment amount shall be reduced by the actual value of all sick leave used by that employee, at the daily rate paid to the employee, during the twelve (12) month period preceding the employee's effective retirement date, unless the employee provided a healthcare certificate for such absence. The Borough reserves the right to obtain an independent medical review paid for by the Borough.

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 employee's spouse or significant other, civil union partner, parent, child, stepchild, sibling, spouse's parent, stepchild, daughter-in-law, son-in-law, grandparent and grandchild.
2. When the death of a relative occurs other than those names in #1 above, for clarification: sister-in-law, brother-in-law, niece, nephew, aunt, uncle, and other person related by blood or marriage, or any other member of the employee's household, the employee shall suffer no loss of pay for three (3) days of 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, or 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. Cancer Screening:

Each employee will receive an additional four (4) hours of sick time each year for the purpose of cancer screening. Said additional time will not accrue and must be used within the given year.

D. Personal Days:

Each employee shall be granted four (4) personal leave days per year, which may be taken on any day throughout the year. Beginning on the anniversary of the employee's twentieth (20<sup>th</sup>) year of employment, he/she shall be granted an additional three (3) personal days. 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, with the exception of one (1) day which may be used in cases of an emergency and is exempt from the three (3) days prior approval.



E. 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 (6) months.

F. 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. 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. Hospitalization:

1. Hospitalization coverage shall continue for all permanent/full time employees of the Unit and their dependents as presently provided by the Borough.
2. If the Borough sees fit to change the carrier, the coverage shall be the equivalent or better than present coverage.
3. All permanent/full time employees and their dependents shall be provided benefits through the New Jersey State Health Benefits Program.
4. All employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78. If Public Law 2011, Chapter 78, and Chapter 2010, Ch. 2 should be invalidated with regard to employee contributions to health insurance, the contributions for all health insurance received under this Agreement will be 1.0% of the employee's salary.
5. Employees with proven alternative coverage may exercise the option of not participating in the insurance plan, or waive dependent coverage. Employees choosing this option will receive twenty-five (25%) of the cost savings or \$5,000, whichever is less, based on COBRA rates. (Note, waiver amounts, if any, are a non-negotiable Borough right with caps set by state statute. It is only incorporated for purposes of reference.)
6. Prescription coverage for all employees and eligible dependents shall continue in full force and effect as provided by the NJ State Prescription Drug Plan.
7. Retirement Benefits:
  - a. Upon retirement, any permanent/full time employee 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.
  - b. Effective January 1, 2007, all newly hired employees will no longer be provided retirement health benefits by the Borough at no charge to the employee.
8. 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, up to a maximum of eighteen (18) months.
9. The Borough shall provide a payroll deduction for any employees wishing to purchase disability insurance through Financial Independence.
10. The Borough will explore other dental plans and present them to the TWU but will require that the dental plan be fully funded by the members.

**ARTICLE XIII – SENIORITY**

- A. The Borough agrees that it is bound to the seniority rights as established by applicable Civil Service Laws and Regulations.



- B. A laid-off employee and/or any employee who leaves the employ of the Borough by his/her own choice with proper notification shall be paid for all unused vacation time.
- C. The Borough shall supply the Union with a list of employees which shall contain the job classification and the date on which each employee was given permanent employment.
- D. A permanent employee shall accrue seniority from the first day of employment with the Borough, and such employee shall retain all accrued seniority when there is a change in the job title of such employee.
- E. The employment anniversary date for individuals employed by the Borough shall be established in respect to the actual employment date.
- F. When utilizing an earned benefit, no bargaining unit member's seniority shall be counted towards non-bargaining unit staffing levels, provided that in the case of an emergency situation as determined by the Borough Administrator, a bargaining unit member's seniority may be counted towards non-bargaining unit staffing levels.

#### ARTICLE XIV – LONGEVITY

- A. In addition to the salaries and compensation herein provided, all employees, including Communications Operators, employed prior to January 1, 2007, shall continue to receive longevity pay as follows:
  - 1. On completion of four (4) years or more of service, the employee will receive two (2) percent of his/her annual base salary.
  - 2. On completion of seven (7) years or more of service, the employee will receive four (4) percent of his/her annual base salary.
  - 3. On completion of eleven (11) years or more of service, the employee will receive six (6) percent of his/her annual base salary.
  - 4. On completion of fifteen (15) years or more of service, the employee will receive eight (8) percent of his/her annual base salary.
  - 5. On completion of nineteen (19) years or more of service, the employee will receive ten (10) percent of his/her annual base salary.
  - 6. On completion of twenty four (24) years or more of service, the employee will receive twelve (12) percent of his/her annual base salary.
  - 7. However, said percentages effective the 2007 year shall reach an upper limit of a base salary of \$45,000.00 and they shall not be computed upon any higher salary future.
  - 8. Effective January 1, 2007, all newly hired bargaining unit members will no longer be paid longevity payments.

#### 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. The above is subject to all other terms of this Agreement applicable to New Jersey Case Law and New Jersey Statutes.
- B. All leave time, whether paid or unpaid, that is used or allowed in connection with an event that is also covered under federal and/or state leave laws shall run contemporaneously with leave under federal and/or state leave laws in accordance with the Borough's policies, including but not limited to its FMLA, NJFLA and NJ-SAFE policies. All discretionary or permissive language contained within the Family Medical Leave Act ("FMLA"), the New Jersey Family



Leave Act ("NJFLA"), the NJ-SAFE Act, as well as other leave entitlement laws and regulations shall be a management prerogative.

#### ARTICLE XVI – UNIFORMS, EDUCATIONAL PROGRAMS & OTHER BENEFITS

##### A. Uniforms:

1. 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 included: 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, however, the mechanic/mechanics will receive one pair of coveralls without substituting. Employees shall be paid a uniform maintenance allowance of \$400.00 per year by March 1<sup>st</sup> of each contract year, retroactive if it applies. Complete sets of uniforms, other than rain gear, shall be purchases 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 \$300.00 allowance per year for two (2) pairs of work shoes which shall be given in one check by March 1<sup>st</sup>.
2. Communications Operators: Uniforms shall be issued upon date of hire as follows: Three (3) long sleeve polo shirts, three (3) short sleeve polo shirts, and three (3) pairs of pants. Effective the year after the initial issue, each year the operators shall be provided with one (one) long sleeve polo shirt, one (1) short sleeve polo shirt, and one (1) pair of pants. Uniform brand will be 511 Tactical or equivalent. All operators covered by this Agreement shall receive a clothing maintenance allowance of \$300.00 per year, retroactive if it applies.
3. The Borough will reimburse all White Collar employees who damage clothing, up to a maximum of \$150.00 per year, upon proof satisfactory to the Borough Administrator.

- B. Employees shall be reimbursed for courses successfully completed that are specifically related to said employee's job with the Borough of Point Pleasant Beach. However, it shall be necessary for said employee to receive prior approval of his/her supervisor and Mayor and Council prior to signing up for said courses. Course work must be for certification classes toward a certification the Borough deems desired or required by law, and 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 the seminar itself, but that does not entitle the employee to the \$250.00 or \$500.00 as noted below. Course work must be successfully completed.

Upon successful completion of a course toward a certification (both approved in advance by the Borough in its discretion), \$250.00 will be added to the employee's base pay. Once the certification is obtained in connection with all course work, \$500.00 will be added to the employee's base pay.

- C. Use of Borough Garage: The Borough agrees to allow the employees the use of the Borough Garage in strict compliance with the memorandum of April 19, 1983, to Councilman John Pasola, Water-Sewer Chairman, from Borough Engineer John Walsh, and Borough Superintendent Bill Dwyer which states:

1. Any employee using the garage must log time in and log time out in a log book to be kept at the garage site.
2. Any supplies or materials used for auto repairs must be the property of the individual. Absolutely no municipal supplies may be used at any time.
3. Only Public Works employees are permitted on the public garage grounds. No relatives or friends are permitted at the garage while the employee is working on his vehicle.
4. Any employee working at the garage will be responsible for security. Employees will be responsible for re-setting alarms and locking of building.
5. Work on vehicles will be permitted in the following off-hours only:
  - a. Weekdays – 4:00 PM to 8:00 PM
  - b. Weekends and Holidays – 8:00 AM to 8:00 PM
6. Employees will be responsible for their own housekeeping. Sloppiness and the leaving of garbage and/or debris will not be tolerated.
7. Any horseplay on premises will result in suspension of all privileges for employee involved.
8. Absolutely no drinking of alcoholic beverages on premises at any time.
9. Employees are permitted to work on their own personal cars only. Cars of relatives, friends or anyone else will not be permitted on grounds at any time.
10. Any violation of any of the above rules will result in the immediate suspension of all privileges. There will be no second chances.



- D. Mileage reimbursement will be the IRS Standard Mileage Rate and shall be paid to all employees who use their own vehicles on Borough business or for traveling to job related courses.
- E. The Borough shall pay the license fee, including endorsements and renewals, for all employees required to hold a CDL license, less the fee of a car operator license.

**ARTICLE XVII – SUSPENSIONS, DISMISSALS & PROMOTIONS**

- A. Suspensions, dismissal, 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.
- E. Where the Borough determines that the qualifications of promotion candidates are equal, seniority shall prevail. This is wording for considering those employees on old pay scale, before employees on new pay scale.

**ARTICLE XVIII – SALARY**

- A. All members of the bargaining unit shall be entitled to receive the salary increases as follows:  
  
Effective January 1<sup>st</sup>, 2015, all members of the Unit shall receive a 2% increase in yearly salary.  
Effective January 1<sup>st</sup>, 2016, all members of the Unit shall receive a 2% increase in yearly salary.  
Effective January 1<sup>st</sup>, 2017, all members of the Unit shall receive a 2% increase in yearly salary.  
Effective January 1<sup>st</sup>, 2018, all members of the Unit shall receive a 1.5% increase in yearly salary.
- B. The above increases will be retroactive to January 1, 2015. No retro pay for any person who is not a member of the unit as of the date the contract is fully executed on behalf of the last party to sign it.
- C. A salary guide for Unit members hired after June 1, 2012 shall be instituted. Said salary guide is attached hereto and made a part hereof.
- D. The Borough reserves the right to increase entry level salaries at any point during the term of the Contract. An employee whose then existing salary is less than the new entry level shall be increased to such new entry level salary. However, employees making in excess of the entry level salary shall not have a corresponding salary adjustment.
- E. Communications Operators shall maintain their four step guide, and advance one step each year of employment on anniversary date.
- F. Matron duty to be paid at the rate of \$12.00 per hour; employees may substitute comp time in lieu of overtime when performing matron duty.

**ARTICLE XIX – DURATION**

This Agreement shall be binding and effective as of the first day in January, 2015, and continue in full force and effect until midnight, December 31<sup>st</sup>, 2018, or until said time a new Agreement is signed.

**ARTICLE XX – FURTHER NEGOTIATIONS**

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



**ARTICLE XXI – 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 XXII – 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.

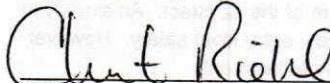
**XXIII – SUBCONTRACTING/FURLOUGHS/LAYOFFS**

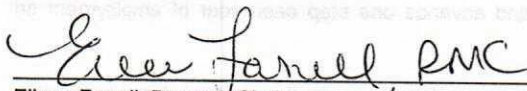
- A. All bargaining unit members will receive first priority to perform overtime before the employer subcontracts the work.
- B. The employer agrees for the term of this Agreement that it is not the intention of the employer to furlough or lay off any bargaining unit members or to prioritize any bargaining unit work. However, if the employer does seek to furlough or lay off any bargaining unit members or prioritize any bargaining unit work, the employer shall do so in accordance with Civil Service Rules and Regulations.
- C. The Borough shall also meet to discuss any alternatives to furloughs or layoffs with the Unit. This provision is subject to the Borough's rights as set forth in most recent decision of the Appellate Division regarding the obligation to negotiate furloughs once a Civil Service layoff/furlough plan has been approved.

IN WITNESS WHEREOF, the parties set their hands and seals this 20<sup>th</sup> day of December, 2016.


ATTEST: **BOROUGH OF POINT PLEASANT BEACH**

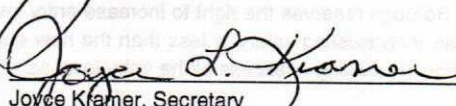
  
Stephen D. Reid, Mayor

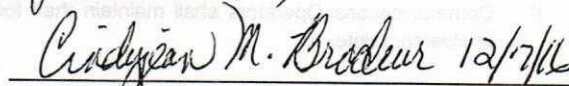
  
Christine Riehl, Business Administrator

  
Eileen Farrell, Borough Clerk

ATTEST: **TRANSPORT WORKERS UNION OF AMERICA AFL-CIO LOCAL 225 BRANCH 4**

  
John Mershon, President 12/7/16

  
Joyce Kramer, Secretary 12/7/16

  
Cindyjean M. Brodeur, Chairperson 12/7/16



## **HOURS OF WORK**

### **SECTION 1. WORKWEEK**

- A. The normal workweek for full-time employees of the Public Works Department shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day, Monday through Friday, exclusive of time allotted for lunch periods.
- B. In twenty-four (24) hour operations or where there is a continuous seven (7) day per week operation made necessary by the nature of the work, such as the Water Treatment Operations, the normal workweek for full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day, exclusive of the time allotted for lunch periods.
- C. The normal workweek for full-time clerical employees and office personnel shall be thirty-five (35) hours of work in five (5) consecutive days of seven (7) hours each day, Monday through Friday, exclusive of the time allotted for lunch periods.
- D. The Borough may establish work schedules which incorporate Saturday and/or Sunday as part of the regular work schedule (without incurring overtime) which may be filled by employees on a voluntary basis.

### **SECTION 2. LUNCH PERIOD**

- A. All employees working a forty (40) hour work week schedule shall be entitled to an unpaid lunch period of one (1) hour duration. Whenever possible, the lunch period shall be scheduled at the middle of the full work day.
- B. All employees working less than forty (40) hours per week shall be entitled to an unpaid lunch period of one half (1/2) hour duration. Whenever possible, the lunch period shall be scheduled in the middle of the full work day.
- C. All employees on emergency call-in shall be entitled to a lunch period every four (4) hours to include a meal which shall be charged to the Borough of Point Pleasant Beach at a cost not to exceed six dollars (\$6.00). Each such lunch period shall be of sufficient duration to finish said meal.

### **SECTION 3. REST PERIODS**

- A. 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.
- B. Clerical employees working less than forty (40) hours per 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.
- C. Rest period shall be taken within the work area or on the job site so as to afford no more than the allotted fifteen (15) minutes per rest period.

### **SECTION 4. OVERTIME ELIGIBILITY AND PAY**

- A. Time and one half will be paid for time worked over eight (8) straight-time hours in a given day except in the case of Clerical employees and office personnel working thirty-five (35) hour workweeks who will remain on straight time until attaining forty (40) hours per workweek.
- B. Time and one half will be paid to all employees for time worked over forty (40) straight time hours per workweek.
- C. Time and one half will be paid for time worked by employees on regularly scheduled days off provided said employee has accumulated forty (40) straight time rate hours on paid status. (Paid status shall include: holiday not worked, vacation days not worked, authorized sick leave, personal days and other authorized leave.)
- D. Time and one half will be paid for time worked by full time employees on scheduled paid holidays.
- E. Call In – Time and one half will be paid for a minimum of four (4) hours to any full-time employee called out after normal working hours to perform overtime work.



- F. Emergency Call In – In the event a full-time employee is called out to perform emergency work two (2) hours or more prior to the start of a normal work day, said employee shall remain on overtime and be compensated at the rate of time and one half for all hours worked until said emergency work is concluded.
- G. Overtime will be paid bi-weekly and will be the sum total of all authorized overtime worked during said period rounded up to the next full one half hour.
- H. Authorized overtime shall be the time worked by an employee as specified above in subsections A through F, at the direction of an employee's supervisor. Any overtime worked without the authorization of an employee's supervisor shall be considered unauthorized overtime and will not be compensated for.

**SECTION 5. PUNCTUALITY**

- A. Employees are required to be punctual at all times. A grace period of six (6) minutes from the shift starting time will be allowed without reprimand unless frequent abuse occurs.
- B. Frequent abuse of the tardiness grace period and resulting disciplinary action will be established as follows:
  - 1. Employees who are tardy two (2) workdays within a calendar month shall receive a verbal warning.
  - 2. Employees who are tardy three (3) workdays within a calendar month shall receive a written reprimand.
  - 3. Employees who are tardy four (4) workdays within a calendar month shall receive a two (2) day suspension from paid status.
  - 4. Employees who are tardy seven (7) workdays within a calendar month shall receive a ten (10) day suspension from paid status.
  - 5. In cases where the progressive disciplinary actions described above fail to correct an employee's pattern of chronic tardiness, dismissal shall be sought.
  - 6. In the event an employee is caught altering time records or punching a time card other than his/her own, dismissal shall be sought.
  - 7. Employees who wait before starting their duties because they arrived at the workplace earlier than the required time are not entitled to be paid for the waiting time.
- C. In addition to the above listed disciplinary actions, any lateness in excess of fifteen (15) minutes will result in the employee's pay being docked to the next highest one half hour.
- D. Employees will not be permitted to use accumulated leave or compensatory time in place of suspensions.
- E. In the event of inclement weather or an emergency situation, employees may request time off which will be charged to their accumulated leave.