

**RESOLUTION OF THE BOROUGH OF LAVALLETTE
LAVALLETTE, NEW JERSEY**

Resolution No. 2011-166
Date of Adoption: 6/24/11

BE IT RESOLVED, by the Mayor and Council of the Borough of Lavallette that a Memorandum of Agreement between the Borough of Lavallette and the Teamsters Local 469 for a contract effective June 23, 2011 for the period covering January 1, 2011 through December 31, 2013 is hereby approved.


BE IT RESOLVED, that Mayor Walter G. LaCicero and Municipal Clerk Christopher F. Parlow are hereby authorized to sign and execute the Agreement.

BE IT RESOLVED, that this Contract shall be retroactive to January 1, 2011 and that payments due employees covered under the Agreement will be issued.

BE IT FURTHER RESOLVED, that certified copies of this resolution and an executed copy of the agreement be provided to the Chief Financial Officer and the Public Employees Relations Commission.

CERTIFICATION

I, Christopher F. Parlow, Municipal Clerk of the Borough of Lavallette, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Mayor and Council at a special meeting held on the 24th day of **June 2011**


Christopher F. Parlow
Municipal Clerk

AGREEMENT

BETWEEN

BOROUGH OF LAVALLETTE



AND

**TEAMSTERS LOCAL UNION NO. 469
LAVALLETTE PUBLIC WORKS**



January 1, 2011 – December 31, 2013

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PREAMBLE

1. This Agreement entered into by the Borough of Lavallette, located in Ocean County, New Jersey, hereinafter referred to as the "Employer", and Lavallette Public Works/Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

2. The effective date of this contract shall be the date a final agreement is reached, except that for purposes of the wages to be paid to members of the Union, this Contract shall be retroactive to January 1, 2011, except as otherwise specifically set forth herein.

ARTICLE 1 - RECOGNITION

1. The Employer recognizes Lavallette Public Works/Teamsters Local Union No. 469 as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classification herein, and for such additional classifications as the parties may later agree to include. This recognition however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303 and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.

2. The Bargaining Unit shall consist of all blue-collar employees.

3. Excluded from the Bargaining Unit are:

- a. Confidential employees within the meaning of the Act.
- b. Managerial Executives.
- c. Clerical.
- d. Police Officers.
- e. Professionals
- f. Seasonal employees

ARTICLE 2- CHECK-OFF

1. The Employer agrees to deduct monthly union membership dues from the pay of employees. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Union together with a list of names of all employees for whom the deductions were made by the tenth (10th) day of succeeding month after such deductions were made.

2. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

3. Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed as a full time employee with the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect any increase in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the



employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

4. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

ARTICLE 3 - BILL OF RIGHTS

To ensure that individual rights of employees in the bargaining unit are not violated, the following shall represent the Employees Bill of Rights:

1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in the Agreement.

2. An employee shall be entitled to Union representation at each stage of a disciplinary hearing.

3. No employee shall be required by the Employer and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

4. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as a result of exercise of his rights under this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

It is mutually understood and agreed that the Employer has the prerogatives of management in the direction of employees including, but not limited to, establishment of reasonable work rules; rights of hiring; suspending; discharging for proper cause; promoting; transferring; assigning or reassigning; or scheduling to determine the standards of selection for employment; of maintaining the efficiency of the operation and technology of performing its work; establishing contracts or subcontracts for Employer operations, provided that this right shall not be used for the purpose or intention of undermining the Union or discriminating against its members; of determining the methods, means and personnel by which its operations are to be conducted; of determining the content of job classifications, subject to State Department of Personnel regulations and any other applicable law or provisions of this Agreement.

ARTICLE 5 - HOURS OF WORK

September 15 To May 15

1. The regular workday for all employees shall consist of eight (8) consecutive hours, exclusive of meal periods, and shall run from 7:00 a. m. to 3:00 p. m.

2. The regular workweek shall consist of five regular consecutive workdays, Monday through Friday.

3. The regular hours of work shall not be changed until the Union Representative has been notified and given the opportunity to discuss the reasons for the change.

4. No person shall be required to change his regular hours of work until the Union representative has been notified and given the opportunity to discuss the reason for the change.

5. Employees shall be entitled to a 15-minute rest period at 10:00 A.M.



6. There shall be a 15-minute afternoon break or a 15-minute wash-up time at the end of the workday.

May 16 To September 14

1. The regular workday for all employees shall consist of eight (8) consecutive hours, exclusive of meal periods.

2. The regular workweek shall consist of five regular workdays.

3. The regular hours of work shall not be changed until the Union representative has been notified.

4. No person shall be required to change his regular hours of work until the Union representative has been notified.

5. Employees shall be entitled to a 15-minute rest period at 10:00 A.M.

6. There shall be a 15-minute afternoon break or a 15-minute wash-up time at the end of the workday.

ARTICLE 6 - SENIORITY

1. Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire as a full time employee.

2. The Employer shall maintain an accurate up-to-date seniority roster showing date of hire, classification and pay rate of each employee covered by this Agreement, and the Employer shall furnish copies of the same to the Union upon reasonable request.

3. Promotions shall be determined according to State Department of Personnel Regulations; however, in case of provisional promotions, seniority and qualifications shall be considered equally.

4. Layoffs shall be in accordance with State Department of Personnel Regulations.

5. Recalls shall be in accordance with State Department of Personnel Regulations.

6. An employee breaking service with the employer shall retain his seniority for a period of six (6) months.

ARTICLE 7 - WAGES

1. Schedules of salaries/wages for employee covered by this Agreement with various levels of wages, dependent upon years of employment with the Borough is established for job classifications and is made part of this Article and is attached to the Agreement as Attachment # 1.

2. Said salary/wage schedule shall provide for an increase each January 1st as follows:

Retroactive to January 1, 2011	1.5%
Effective January 1, 2012	2%
Effective January 1, 2013	2%

3. Michael Visco, who is currently employed in the position of Public Works Senior Repairer, also maintains a State License to apply fertilizer and pesticide treatments to grounds owned and maintained by the Borough of Lavallette. In addition to his normal base salary, Michael Visco shall be compensated



annually \$1,100.00 for performing treatment services. Mr. Visco will be required to keep his License current. Said payment will cease upon either his termination of employment or failure to maintain said license. Payment of compensation shall be made on a semi-annual basis, with payments occurring in the months of January and July.

4. In the event the Supervisor of the any department is absent for a period of more than two weeks, the employee supervising the Dept. in his absence shall receive an additional five per cent (5%) of his pay scale for the period of time that he supervises. This additional pay shall be retroactive to the day that he began supervising the Department.

ARTICLE 8 – DISABILITY COVERAGE

The Borough of Lavalette agrees to cover employees covered by this Agreement with disability Insurance. The employees shall contribute up to one-third (1/3) of the costs of the disability coverage through payroll deduction to the maximum employee contribution mandated in the NJ Disability Plan.

The Plan Design shall be as follows:

	<u>Benefit</u>	Maximum
Weekly Indemnity	67% of weekly salary	\$1,000.00/week
Cause	Non-occupational Causes Only	
Benefits Begin	8 th day for accidents 8 th day for sickness	
Pregnancy	Covered as any illness	
Duration of Benefits	26 weeks	

ARTICLE 9 - OVERTIME

1. Overtime shall be considered all time worked in excess of an employee's forty (40) hour work week. For any overtime relating to water, sewer and electric utilities operated by the Borough, the employee may elect to receive compensation at the rate of one and one-half (1 1/2) hours of compensatory time off for each overtime hour worked, at the discretion of the employee. If the employee requests compensatory time, that time will be taken anytime during the year at a mutually scheduled time.

2. For all work performed on a Sunday or Holidays, except for Sundays and Holidays during the period from May 16th through and including September 14th, an employee shall be compensated at the rate of twice (2) his normal rate of pay and in cases where such work is performed on a holiday, he shall also receive his holiday pay, provided that the employee works the next scheduled work day. All work performed on a Sunday or Holiday during the period from May 16th through and including September 14th shall be compensated at the rate of one and one-half (1 1/2) plus Holiday pay in the instance where the work is performed on a holiday, provided the employee works the next scheduled work day.

3. All hours worked between midnight and 5:00 am shall be paid at the rate of two times the employee's hourly rate of pay.

4. Overtime work shall be voluntary except in cases of emergency, and it shall be offered on a voluntary basis first at all times.

5. Overtime work shall be distributed as equally as possible among qualified members of the Bargaining Unit. Overtime shall be offered to all qualified full-time employees prior to offering overtime to seasonal workers.

6. The Employer shall post a list of employees and overtime worked upon reasonable request of the Union.



7. Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed.

8. All paid time off shall be considered time worked for the purpose of computing overtime.

9. Employees who work overtime through a regular meal period shall be entitled to a meal allowance of \$5.00 for breakfast and dinner. For the purposes of this clause, normal meal time shall be defined to be 6:00 a.m. to 7:00 a.m. for breakfast, and 5:30 p.m. to 6:30 p.m. for dinner. In the event that an employee shall not work overtime during these hours, but shall nevertheless work six (6) straight hours of overtime, then the employee shall, in any event, receive compensation for one (1) meal.

10. Cash payment shall be made for all unused compensatory time which has been accumulated for a period of two (2) years prior to retirement, death, resignation, or separation due to a reduction of the overall work force for economic reasons.

11. During December of each calendar year, the Borough may elect to pay the employee for any unused compensation time. Any compensation time left at the end of each year may be carried over to the next year to the extent permissible under any State or Federal Law.

ARTICLE 10 - CALL-IN-TIME

1. Any employee who is requested to and does return to work during periods other than his regularly scheduled shift shall either receive compensation for such hours worked at the rate of one and one-half (1 1/2) times his normal rate of pay or shall receive one and one-half (1 1/2) hours of compensatory time-off for each hour worked, at the discretion of the Employer.

2. The employee shall be guaranteed either a minimum of three (3) hours at time and one-half (1 1/2) his normal rate of pay or four and one-half (4 1/2) hours of compensatory time off at the discretion of the Employer regardless of the number of hours actually worked.

3. The provisions of paragraph 2 of this Article shall not apply to periods, which directly precede a work shift by less than two (2) hours.

4. When an employee shall be allowed compensatory time off pursuant to the provisions of this Article, the scheduling of such compensatory time off shall be subject to the approval of the Superintendent of Public Works.

ARTICLE 11 - HOLIDAYS

1. The following shall be paid holidays for all employees covered by this Agreement:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- Martin Luther King Day



2. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the Employee's option, subject to the approval of the Superintendent of Public Works, based upon the needs of the Department.

3. To be eligible for Holiday Pay, an employee must work or be on an approved leave the last working day prior to the Holiday and the first working day after the holiday. Approved leave consists of sick, vacation, compensation and personal time.

ARTICLE 12 - PERSONAL DAYS

1. Employees employed by the Employer shall receive personal days in accordance with the schedule listed below:

YEARS EMPLOYED	NUMBER OF PERSONAL DAYS
After 1 through 6	1
After 6 through 12	2
After 13	3

ARTICLE 13 - VACATIONS

Vacation leave will be granted to each full-time employee in hours on the following basis:

1. For an employee with no more than twelve (12) months of service ----- one (1) day, in hours, for each calendar month employed.

2. For an employee who has served one (1) year and one (1) day up to a total of four (4) years----- twelve (12) working days, in hours, per year (96 hours).

3. For an employee who has served four (4) years and one (1) day up to a total of eleven (11) years-----fifteen (15) working days, in hours, per year(120 Hours).

4. For any employee who has served eleven (11) years and one (1) day up to a total of nineteen (19) years----- nineteen (19) working days, in hours, per year (152 hours).

5. For an employee who has served nineteen (19) years and one (1) day----- twenty-five (25) working days, in hours, per year (200 Hours).

6. For the purpose of calculating vacation time, years of service shall mean years of service as of January 1st of the current year of employment.

7. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, vacation leave during the first three months of employment. Employees who are not retained at the conclusion of the three month period shall not be entitled to any leave accumulated during that time.

8. Each employee shall be informed of accrued vacation leave through utilization of the Borough's computer system. Any employee leaving the service of the Borough shall be paid unused vacation time on a pro-rated basis. If separation of service occurs, unearned vacation time used will be deducted from the employee's last pay along with any other unearned leave that the employee has utilized.

ARTICLE 14 - SICK LEAVE

1. Employees shall be entitled to the following number of sick days with pay:



2. One (1) working day sick leave with pay for each month of service from the date of regular appointment up to and including December 13th next following such date of appointment.

3. Fifteen (15) sick days leave with pay for each calendar year thereafter.

4. Unused sick time shall be accumulated from year to year.

5. A total of 30 days of accumulated sick leave will be paid to the employee upon retirement, resignation in good standing after ten (10) years service or in case of death. Payment shall be made to the estate of the employee in the case of death.

6. If an employee is discharged for cause, the employee shall not receive any accumulated sick leave or payment therefor.

7. An employee may use sick leave for reasons of illness or illness in the immediate family or for any personal medical appointments for which doctor's note will be submitted and notification will be in accordance with Section 6 of this Article.

8. An employee must notify the Superintendent of Public works between 7 A.M. and 7:15 A.M. that the employee intends to use a sick day.

9. If an employee is absent for more than five (5) consecutive working days, the Employer may require proof of illness from a physician.

10. Employees shall be entitled to sell back all or any portion of their unused sick time earned during the calendar year, provided that any sick days taken during the year shall be deemed to be taken against the sick days earned during that year. Sick days earned prior to January 1, 1982 may not be sold back. An employee choosing to sell back unused sick time for any year shall notify the Municipal Clerk by November 1 of that year and payment shall be made by January 15 of the following year.

ARTICLE 15 - DEATH IN FAMILY

1. A leave of absence with pay, up to and including three (3) days may be granted to an employee desiring such leave because of death in the immediate family. Two (2) additional days with pay shall be granted if the funeral or burial service takes place outside the State of New Jersey.

2. For the purpose of clarification, immediate family shall include the following: mother, father or parental guardian, brothers and sisters, spouse, children, grandmother and grandfather, mother-in-law and father-in-law, brother-in-law and sister-in-law.

ARTICLE 16 - LEAVE OF ABSENCE

1. An employee may be granted a leave of absence without pay for a period not to exceed six (6) months for illness, education or other reasons deemed appropriate at the discretion of the Governing Body, provided however that the employee shall not accept or engage in employment during the period of such leave of absence.

2. At the expiration of such leave, the employee shall be returned to the employee's former position, and receive all increases in benefits granted during the leave of absence.

3. Seniority shall be retained and shall accumulate during medical or active military duty leave. However, seniority shall be retained but shall not accumulate during any other leave.

4. Any employee who is granted a leave of absence will continue to be covered under Medical Benefits Program of the Borough, provided the employee makes arrangements to pay the insurance premiums to the Borough.



ARTICLE 17 - HOSPITALIZATION AND MEDICAL BENEFITS

1. The Employer shall provide to all employees covered by this Agreement and their eligible family members an insurance plan in accordance with the "State Health Benefit Program" as administered by the Division of Pensions, Department of Treasury, State of New Jersey. The employees agree to pay 1.5% of their base salary towards the costs of the health benefit premium in 2011. The employees agree to pay 2.0% of their base salary towards the costs of the health benefit premium in 2012 and 2.0% of their base salary towards the costs of the health benefit premium in 2013. For the purpose of this Article base salary is the amount on which pension contribution is based (or would be if the employee was enrolled). An employee, who opts out of the health benefit program, will not be required to make said contributions during the time period in which he or she is not enrolled in the health benefit program. The Employer agrees to maintain the State Health Benefit Plan.

2. January 1, 2011 the Borough of Lavallette hereby agrees to contribute the sum of \$560.00 per month for employees covered by this Agreement to Teamsters Local 469's Welfare Fund for the purpose of furnishing benefits to the unit employees. Effective January 1, 2012 the monthly contribution rate shall be \$586.00. Effective January 1, 2013 the monthly contribution rate shall be \$643.00.

The 2011 monthly contribution rate shall be \$195.00 for retirees (as per section 3). The 2012 monthly contribution rates for retirees shall be \$200.00 and \$205.00 effective January 1, 2013 for retirees.

The Fund is located at 3400 Highway 35, Suite # 8, Hazlet, New Jersey 07730.

Local 469 agrees that the Borough of Lavallette shall not be charged any Welfare Fund premium increase during the term of this agreement greater than that charged to any other public employer participating in the Local 469 Welfare Fund.

The Borough shall also have the ability to provide the prescription plan through the State Health Benefit Program. The dental and vision programs are to be provided through the Teamsters 469 Welfare Program.

Payment of prescription benefits for unit retirees shall be covered through the State Health Benefits Plan. Dental and Vision Coverage shall remain through the Local 469 Welfare Plan.

The Fund shall provide Prescription Drug Coverage, Dental and Vision coverage for covered employees and their eligible dependents. The Fund will also cover participant employees with Life Insurance of \$15,000.00 and \$15,000.00 AD&D. Said Life insurance and AD&D shall be reduced at certain ages as outlined in the employee's current coverage. An explanation of the benefits shall be provided to the Borough and to each covered employee.

The Employer agrees to be bound by the Trust Agreements of the Welfare Fund and to any of the amendments that may be made from time to time. By reference hereto the Trust Indentures is made part of this Agreement. The benefits of the Health and Welfare programs contributed to by the Employer for the employees covered by this Agreement shall be those formulated by the Trustees of the respective plan.

The insurance carrier shall be selected by the Employer, provided however, that the new policy provides coverage at least equal to the benefits under the current plan.

3. Payments of Health Insurance premiums upon retirement shall be made for medical benefits through the New Jersey State Benefits Plan pursuant to the provision of Chapter 88, Public Laws of 1974. The service year's requirement shall be the same as contained in the aforementioned law. Premiums for



the Dental, Vision and Life Insurance shall also be remitted for qualifying employees. Prescription coverage shall be provided for the retirees under the N.J. State Benefits Plan.

ARTICLE 18 - WORKER'S COMPENSATION

1. An employee shall not be required to utilize sick leave during the period of disability and shall be reimbursed for any sick leave used for this purpose.
2. It is the intention of this Article that the Employer shall be obligated during the period of disability to pay a sum equal to the employee's full salary less any disability benefits paid by the worker's compensation insurance carrier.

ARTICLE 19 - CLOTHING MAINTENANCE ALLOWANCE

1. Each employee shall receive safety shoes.
2. Each employee shall receive uniforms to be supplied by the Employer. This will include pants, shirts, and outer clothing. Exchanges shall be made on a one for one basis as needed for reasonable wear and tear.
3. Employees shall be required to wear the uniforms supplied by the Employer. If any employee comes to work without the proper uniform the employee will be sent home and lose one day pay.
4. Each employee shall receive an annual clothing maintenance allowance of \$700.00.
5. The clothing maintenance allowance shall be paid on or before June 1 of each year.

Article 20 - DISCIPLINE AND DISCHARGE

1. There shall be no disciplinary action except for just cause.
2. No form of discipline or reprimand shall be done in such a way that causes embarrassment to the employee involved.
3. Other than an oral reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action to be taken, with the reasons therefor.
4. Employees shall have the right to appeal any discipline through the grievance and arbitration procedure, except that any discipline subject to an appeal to the State Department of Personnel shall be to the Department rather than arbitration. The appeal shall be instituted at a level of grievance procedure deemed appropriate under the circumstances. The employee shall have the right to present evidence and testimony and to cross-examine witnesses.
5. Any employee who has driving privileges suspended must report this to the Superintendent of Public Works. Should the employee drive a Borough vehicle during the period of his suspension, the employee will be subject to immediate dismissal.



ARTICLE 21 - GRIEVANCE PROCEDURE

For the purpose of this contract a grievable matter shall be understood to be a breach, misinterpretation or improper application of the terms of this contract or denial of legal rights. The following procedure shall be used to effect settlement of grievances.

Step 1

- a. The grievant shall attempt to resolve the grievance verbally with the person's immediate Supervisor within twenty (20) days of the incident.
- b. The Supervisor will answer or settle the matter within seven (7) days of receipt of the grievance.

Step 2

- a. The grievant may appeal to the Superintendent of Public Works within seven (7) days after the expiration of Step 1.
- b. The Superintendent will answer or settle the matter within seven (7) days after the receipt of the grievance.

Step 3

- a. The grievant may appeal to the governing body at the next scheduled Council meeting, provided a minimum of ten (10) days notice of such appeal be given to the governing body. The meeting will either be closed session or open at the option of the grievant.
- b. The governing body shall answer the grievance within seven (7) days after such meeting.
- c. If the aggrieved person is not satisfied with the disposition of the grievance by the governing body, the grievance may be submitted to arbitration within forty-five (45) days after the expiration of Step 3.
- d. Within ten (10) working days after written notice of submission to arbitration, the Employer and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of Public Employment Relations Commission in the selection of an arbitrator.
- e. The Arbitrator so selected shall confer with the representatives of the Employer and Union, hold hearing promptly and issue a decision not later than thirty (30) days from the date of the close of the hearings, or if the oral hearings have been waived, then from the date of the final settlement and proofs on the issues are submitted. The Arbitrator's decision shall be in writing and set forth findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any recommendation which requires the commission to an act prohibited by law or which requires the commission to an act prohibited by law or which is violative of the terms of this contract.
- f. The Arbitrator shall be limited to the interpretation and application of the terms of this Agreement and to the issues submitted, and consider no other (s),



g. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

h. The award of the Arbitrator on the merits of any grievance within the Arbitrator's jurisdiction and authority as provided in this Agreement shall be binding.

i. The cost of the Arbitrator's fee shall be borne by the losing party. In the event of a compromise settlement, the fee shall be shared equally by both parties.

j. Nothing in the Article shall be construed to deny the grievant the right of appeal to any appropriate body.

ARTICLE 22 - POSTING OF VACANCIES

1. At least ten (10) days prior to filling any vacancies to existing positions or to newly created positions, the Employer agrees to post the vacancies on the bulletin board. In addition the Employer agrees to post notification of positions advertised and tests to be given for positions within the Borough. The Employer agrees to give preference to existing employees.

ARTICLE 23 - GENERAL PROVISIONS

1. All employees shall be supplied with accurate job descriptions.

2. The Employer agrees to keep an accurate, up to date record of unused vacation time and sick time for all employees.

3. Employees shall be reimbursed for the cost of job related courses provided that the courses and all costs are approved in advance, and provided that the courses are successfully completed.

4. It is agreed that representatives of the Employer and Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance.

5. Employees shall be reimbursed for the additional cost of procuring and/or maintaining their Commercial Drivers Licenses.

6. A new employee's pre-employment application, pre-employment physical examination results (if required), letters of reference and any other support documents are to be included in the personnel file. Employee attendance records are maintained indefinitely by the Borough. All other personnel records are maintained for six years after an employee terminates and may then be destroyed. The employee has the right to duplicate these records prior to the file being purged. The Borough may remove any records permitted by law before the employee reviews a file. An employee may file a written response to any memorandum or document, which is derogatory or adverse. Such response will be included in the personnel file attached to the document in question. An employee may request a copy of any material in the file. Personnel records will not be released or subject to inspection without written permission of the employee with the exception of information or documents within personnel records, which are considered public records pursuant to Executive Orders or State Law.

ARTICLE 24 - UNION BUSINESS AND VISITATION

1. Officers of the Local Union may, during working hours and without loss of pay:

a. Investigate and confer on grievances and disciplinary actions;

b. Post notices on the Union bulletin boards;



c. Meet and confer with representatives of Teamsters Local Union No. 469.

2. Representatives of Teamsters Local Union No. 469 may enter the Employer's premises for the purpose of investigating and/or conferring on grievances and disciplinary actions. The visitation shall only be allowed after the supervisor of the particular work location is notified of the visit.

3. Any and all Union business or visitation shall be subject to the limitation that it shall not interfere with the normal operation of the Employer's facility, and the right to conduct Union business during working hours shall not be abused.

4. The Employer shall maintain a bulletin board in the employee locker room for the exclusive use of the Union.

ARTICLE 25 - EQUAL TREATMENT

1. All employees shall be treated equally regarding terms and conditions of employment, and there shall be no discrimination on account of race, religion, color, sex, age, nationality, marital status, political affiliation, union membership or union activities.

ARTICLE 26 - STRIKES AND LOCKOUTS

1. In addition to any other restriction under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentional slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided that the Employer the grievance procedure for which provision is made herein; and the Employer shall not cause a lockout.

ARTICLE 27 - REDUCTION IN WORK FORCE

1. There will be no reduction in the overall work force during the term of this Agreement, for other than economic reasons or attrition.

ARTICLE 28 - DRIVE AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked. The phrase "weeks work" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 29 - SAFETY AND HEALTH

1. The Employer shall at all times maintain safe and healthful working conditions and provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health. "Wearing Apparel" shall mean rain gear, rubber boots, coveralls and gloves.

ARTICLE 30 - SEPARABILITY AND SAVINGS

1. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be in violation of any law, then in such event, such clause or clauses only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the



rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE 31 - DISTRIBUTION OF AGREEMENT

1. The Union shall be responsible to distribute this Agreement to all employees in the bargaining unit. A copy of the Agreement shall be provided to the employees no less than thirty (30) days after signing this Agreement.

ARTICLE 32 - TERMINATION AND EXTENSION


1. This Agreement shall be in effect from the date it is signed through December 31, 2013.

2. Negotiations for a successor Agreement shall be commenced in accordance with N.J.A.C. 19:12-2.1. This Agreement will remain in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and seals this 27th of June 2011.

ATTEST:

BOROUGH OF LAVALLETTE

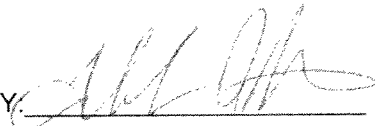

CHRISTOPHER F. PARLOW, RMC
BOROUGH ADMINISTRATOR


WALTER LACICERO
MAYOR

ATTEST:

LAVALLETTE PUBLIC WORKS-
TEAMSTERS LOCAL UNION
NO. 469



BY: 

DATED: 9/29/11

Catherine M. Soma
Notary Public
State of New Jersey
My Commission Expires 01 / 11 / 2012



Attachment # 1.
 Borough of Lavallette and Teamsters Local Union No. 469
 Salaries and Wage Schedule

<u>Title</u>	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Repairer	Start	36,867	37,604	38,356
	Step 1	38,914	39,692	40,486
	Step 2	40,962	41,781	42,617
	Step 3	43,010	43,870	44,747
	Step 4	44,547	45,438	46,347
	Step 5	46,083	47,005	47,945
	Step 6	47,621	48,573	49,544
	Step 7	49,156	50,139	51,142
	Step 8	50,692	51,706	52,740
	Step 9	52,229	53,274	54,339
	Step 10	53,764	54,839	55,936
	Step 11	55,299	56,405	57,533
	Step 12	56,956	58,095	59,257
	Step 13	58,538	59,709	60,903
	Step 14	60,119	61,321	62,547
	Step 15	61,702	62,936	64,195
	Step 16	63,282	64,548	65,839
	Step 17	63,897	65,175	66,479
	Step 18	64,511	65,801	67,117
	Step 19	64,820	66,116	67,438
Step 20	65,126	66,429	67,758	

<u>Title</u>	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Truck Driver	Start	36,867	37,604	38,356
	Step 1	38,914	39,692	40,486
	Step 2	40,962	41,781	42,617
	Step 3	43,010	43,870	44,747
	Step 4	44,547	45,438	46,347
	Step 5	46,083	47,005	47,945
	Step 6	47,621	48,573	49,544
	Step 7	49,156	50,139	51,142
	Step 8	50,692	51,706	52,740
	Step 9	52,229	53,274	54,339
	Step 10	53,764	54,839	55,936
	Step 11	55,299	56,405	57,533
	Step 12	56,956	58,095	59,257
	Step 13	58,538	59,709	60,903
	Step 14	60,119	61,321	62,547
	Step 15	61,702	62,936	64,195
	Step 16	63,282	64,548	65,839
	Step 17	63,897	65,175	66,479
	Step 18	64,511	65,801	67,117
	Step 19	64,820	66,116	67,438
Step 20	65,126	66,429	67,758	

	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Laborer	Start	36,867	37,604	38,356
	Step 1	38,914	39,692	40,486
	Step 2	40,962	41,781	42,617
	Step 3	43,010	43,870	44,747
	Step 4	44,547	45,438	46,347
	Step 5	46,083	47,005	47,945
	Step 6	47,621	48,573	49,544
	Step 7	49,156	50,139	51,142
	Step 8	50,692	51,706	52,740
	Step 9	52,229	53,274	54,339
	Step 10	53,764	54,839	55,936
	Step 11	55,299	56,405	57,533
	Step 12	56,956	58,095	59,257
	Step 13	58,538	59,709	60,903
	Step 14	60,119	61,321	62,547
	Step 15	61,702	62,936	64,195
	Step 16	63,282	64,548	65,839
	Step 17	63,897	65,175	66,479
	Step 18	64,511	65,801	67,117
	Step 19	64,820	66,116	67,438
Step 20	65,126	66,429	67,758	

	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Gardener	Start	36,867	37,604	38,356
	Step 1	38,914	39,692	40,486
	Step 2	40,962	41,781	42,617
	Step 3	43,010	43,870	44,747
	Step 4	44,547	45,438	46,347
	Step 5	46,083	47,005	47,945
	Step 6	47,621	48,573	49,544
	Step 7	49,156	50,139	51,142
	Step 8	50,692	51,706	52,740
	Step 9	52,229	53,274	54,339
	Step 10	53,764	54,839	55,936
	Step 11	55,299	56,405	57,533
	Step 12	56,956	58,095	59,257
	Step 13	58,538	59,709	60,903
	Step 14	60,119	61,321	62,547
	Step 15	61,702	62,936	64,195
	Step 16	63,282	64,548	65,839
	Step 17	63,897	65,175	66,479
	Step 18	64,511	65,801	67,117
	Step 19	64,820	66,116	67,438
Step 20	65,126	66,429	67,758	



	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Sr. Repairer	Step 1	46,991	47,931	48,890
	Step 2	48,528	49,499	50,489
	Step 3	50,066	51,067	52,088
	Step 4	51,604	52,636	53,689
	Step 5	53,138	54,201	55,285
	Step 6	54,673	55,766	56,881
	Step 7	56,209	57,333	58,480
	Step 8	57,744	58,899	60,077
	Step 9	59,282	60,468	61,677
	Step 10	61,058	62,279	63,525
	Step 11	62,952	64,211	65,495
	Step 12	64,846	66,143	67,466
	Step 13	66,741	68,076	69,438
	Step 14	68,633	70,006	71,406
	Step 15	69,299	70,685	72,099
	Step 16	69,966	71,365	72,792
	Step 17	70,300	71,706	73,140
	Step 18	70,633	72,046	73,487

	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Supervisor P.W.	Step 1	54,397	55,485	56,595
	Step 2	55,934	57,053	58,194
	Step 3	57,469	58,618	59,790
	Step 4	59,007	60,187	61,391
	Step 5	60,542	61,753	62,988
	Step 6	62,077	63,319	64,585
	Step 7	63,613	64,885	66,183
	Step 8	65,149	66,452	67,781
	Step 9	66,686	68,020	69,380
	Step 10	68,464	69,833	71,230
	Step 11	70,358	71,765	73,200
	Step 12	72,251	73,696	75,170
	Step 13	74,145	75,628	77,141
	Step 14	76,038	77,559	79,110
	Step 15	76,705	78,239	79,804
	Step 16	77,370	78,917	80,495
	Step 17	77,704	79,258	80,843
	Step 18	78,036	79,597	81,189

	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Mechanic	Step 1	46,991	47,931	48,890
	Step 2	48,528	49,499	50,489
	Step 3	50,066	51,067	52,088
	Step 4	51,604	52,636	53,689
	Step 5	53,138	54,201	55,285
	Step 6	54,673	55,766	56,881
	Step 7	56,209	57,333	58,480
	Step 8	57,744	58,899	60,077
	Step 9	59,282	60,468	61,677
	Step 10	61,058	62,279	63,525
	Step 11	62,952	64,211	65,495
	Step 12	64,846	66,143	67,466
	Step 13	66,741	68,076	69,438
	Step 14	68,633	70,006	71,406
	Step 15	69,299	70,685	72,099
	Step 16	69,966	71,365	72,792
	Step 17	70,300	71,706	73,140
	Step 18	70,633	72,046	73,487



	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Equipment Operator	Step 1	46,991	47,931	48,890
	Step 2	48,528	49,499	50,489
	Step 3	50,066	51,067	52,088
	Step 4	51,604	52,636	53,689
	Step 5	53,138	54,201	55,285
	Step 6	54,673	55,766	56,881
	Step 7	56,209	57,333	58,480
	Step 8	57,744	58,899	60,077
	Step 9	59,282	60,468	61,677
	Step 10	61,058	62,279	63,525
	Step 11	62,952	64,211	65,495
	Step 12	64,846	66,143	67,466
	Step 13	66,741	68,076	69,438
	Step 14	68,633	70,006	71,406
	Step 15	69,299	70,685	72,099
	Step 16	69,966	71,365	72,792
	Step 17	70,300	71,706	73,140
	Step 18	70,633	72,046	73,487

	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Lineworker	Step 1	60,134	61,337	62,564
	Step 2	61,035	62,256	63,501
	Step 3	61,936	63,175	64,439
	Step 4	62,839	64,096	65,378
	Step 5	63,742	65,017	66,317
	Step 6	64,699	65,993	67,313
	Step 7	65,653	66,966	68,305
	Step 8	66,968	68,307	69,673
	Step 9	68,281	69,647	71,040
	Step 10	69,594	70,986	72,406
	Step 11	70,908	72,326	73,773
	Step 12	71,597	73,029	74,490
	Step 13	72,285	73,731	75,206
	Step 14	72,629	74,082	75,564
	Step 15	72,973	74,432	75,921

	<u>Step</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Electrician	Step 1	60,134	61,337	62,564
	Step 2	61,035	62,256	63,501
	Step 3	61,936	63,175	64,439
	Step 4	62,839	64,096	65,378
	Step 5	63,742	65,017	66,317
	Step 6	64,699	65,993	67,313
	Step 7	65,653	66,966	68,305
	Step 8	66,968	68,307	69,673
	Step 9	68,281	69,647	71,040
	Step 10	69,594	70,986	72,406
	Step 11	70,908	72,326	73,773
	Step 12	71,597	73,029	74,490
	Step 13	72,285	73,731	75,206
	Step 14	72,629	74,082	75,564
	Step 15	72,973	74,432	75,921

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Supervisor Electric	78,036	79,597	81,189

