

CONTRACT AGREEMENT

cc: CFO
C. Troxell

BETWEEN

cc: CFO
LB 11/30/10

BOROUGH OF ALPHA

cc: Donnell

AND

cc: Pfefferle

COUNCIL #73 AFSCME

JANUARY 1, 2010 TO DECEMBER 31, 2011

PREAMBLE

This Agreement is herewith made this day of , 2010 between the Borough of Alpha, County of Warren, State of New Jersey (hereinafter referred to as "Borough" or "Employer"), and Council #73 AFSCME (hereinafter referred to as the ("Association," "Union" and/or "Employee(s)")) on behalf of the employees of the Borough of Alpha belonging to the unit whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey 1968 and Amendment thereto.

ARTICLE I.

RECOGNITION AND NEGOTIATING UNIT

The appropriate negotiating unit shall consist of laborer, public works repairer and senior public works repairer of the Borough of Alpha, in the classified service, in any permanent position, whether such employees are of permanent status.

ARTICLE 2

VISITATION OF PREMISES

Authorized representatives of the Union shall have the right to enter upon the premises of the Employer during working hours after notice to the Director of Public Works or the Street Department or, in his absence, Assistant Director of the Public Works or Street Department for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with work being performed or with proper service to the public.

ARTICLE 3

CIVIL SERVICE RULES

The Administrative and Procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder by the Department of Personnel of the State of New Jersey are to be observed as they pertain to this Agreement.

ARTICLE 4

LIABILITY CLAIMS AND INDEMNIFICATION

WORKMENS' COMPENSATION INSURANCE (SLI)

All present liability and claims indemnifications as established in the Borough of Alpha will be enforced. Workers' compensation insurance coverage shall remain as is in effect at this time.

ARTICLE 5.

EMPLOYER AUTOMOBILE INSURANCE

Employer agrees to maintain in full force and effect, liability insurance as currently carried by the Borough for its employees for operation of Borough of Alpha automobiles and motor vehicles. Employer agrees to reimburse the employees for the cost of the CDL driver licenses.

ARTICLE 6.

HOURS OF WORK

The employees of the Borough of Alpha in the DPW Department, Water Department and Sewer Department will work the following hours: They will start at 7:00 a.m. and work until 3:00 p.m. which time includes a thirty-minute (30) lunch break. Employees will be granted a fifteen-minute (15) coffee break from 9:00 a.m. to 9:15 a.m. These rules will be strictly enforced.

Summer Hours: Beginning May 1st of each year through September 30th hours will be 6:00 a.m.-2:00 p.m. Lunch break and any/all breaks will be set by the Senior Public Works Repairer.

ARTICLE 7.

TEMPORARY DISABILITY INSURANCE PLAN

Temporary disability insurance shall be the same plan as is presently in force covering Borough employees. (As required by law, the Borough shall provide employees with workers compensation insurance). The Borough may provide on a premium-insurance basis or on a self-insured basis this insurance.

ARTICLE 8.

WAGES AND COMPENSATION

A. Wages for employees covered by this Agreement shall be as follows:

LABORER2010/2011

Class 1 \$47,637.00-49,781.00

Class 2 43,250.00-45,197.00

Class 3 40,372.00-42,189.00

Class 4 38,450.00-40,181.00

PUBLIC WORKS 2010/2011

REPAIR

Class 1 \$ 57,146.00-59,718.00

Class 2 52,303.00-54,657.00

Class 3 50,213.00-52,473.00

Class 4 47,441.00-49,576.00

SENIOR PUBLIC

WORKS REPAIR 2010/2011

\$75,945.00-79,363.00

The Senior Public Works Repair person will continue overseeing, service and maintenance of the water system for the Borough. An additional increase for said reasonability is reflected in his salary as agreed on by both negotiating parties.

New employees or employees promoted into a higher job title will start as Class 4 and will be upgraded on a yearly basis to the next higher step, unless the employee receives an unsatisfactory rating. This rating will not be given in an arbitrary or capricious manner. Class 1 is the top rating.

B.A clothing allowance of Three Hundred Dollars (\$300.00) per year will be paid to each employee. One-half (1/2), or One Hundred Fifty Dollars (\$150.00), shall be paid with the second pay of January and the other half, of One Hundred Fifty Dollars (\$150.00), shall be paid with the second pay of July. Proper clothing and equipment shall be worn by the employees so as to present a professional and neat appearance at all times, as directed by the DPW Director.

C. During the term of this Agreement, any new employee hired shall receive a base salary as determined by the Borough of Alpha. This salary shall not exceed the hourly rates and annual salaries as established for in this Agreement. The Borough shall determine the amount of any increased compensation by reason of promotion or revised responsibilities.

ARTICLE 9.

LONGEVITY

Longevity shall be paid according to the following schedule:

Years of Service

5 years of service Five Hundred Dollars (\$500.00)

10 years of service One Thousand Dollars (\$1,000.00)

15 years of service One Thousand Seven Hundred Fifty Dollars (\$1,750.00)

20 years of service Two Thousand Five Hundred Dollars (\$2,500.00)

25 years of service Three Thousand Five Hundred Dollars (\$3,500.00)

30 years of service Four Thousand Five Hundred Dollars (\$4,500.00).

The above shall be paid on the anniversary date of only the specified year by separate check.

ARTICLE 10.

OVERTIME

Members of this bargaining unit in full-time positions shall be paid time and one-half prorated on their current salary for such time as they are requested to work in excess of their normal work week. It shall be the policy of the Borough that no overtime shall be allowed for work which could be completed or accomplished during normal working hours. All employees who are required to work Christmas or New Year's Day shall receive double time for all hours worked together with their regular holiday pay.

Members of the bargaining unit who are called out shall receive time and one-half for the first four hours and double time for any hours over four. If the overtime is on a workday, once the workday begins, the pay goes back to straight time. An employee shall receive a minimum of two hours pay at time and one-half for any emergency callout. After two hours call-out, the Borough will pay ten dollars (\$10.00) meal allowance and will pay \$10.00 meal allowance for every four hours thereafter (after the initial two hours).

On all other paid holidays that the employees are required to work they shall receive time and one-half together with their regular pay.

ARTICLE 11.

MEDICAL BENEFITS

Employees and their immediate family members including civil union partner are provided health insurance coverage administered by (*Health benefits plan changed by Council to the State Health Benefits Plan, NJ Plus on June 22, 2004 by resolutions 04-63 and 04-64*). The Borough reserves the right to change provider networks, claims agents, and insurance mechanisms (fully insured versus health insurance fund, e.g.). The complete benefit plan is on file in the CFO's office and a Summary Plan Description will be provided to all employees. Employee Health Insurance Benefits carrier may change, upon the approval of the Governing Body of the Borough of Alpha in which coverage shall be the same or better.

Health insurance coverage for employees on a Leave of Absence or who cease Borough employment will terminate at the end of the month in which the leave begins or employment is terminated except coverage will continue for up to twelve weeks for employees on leave pursuant to the Family and Medical Leave Act and up to thirty weeks for employees on Military Leave.

Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents by taking advantage of the Public Health Services Act provision for a period of up to eighteen months to thirty-six months. All newly hired employees and their spouses shall receive a notice of Cobra rights upon being hired. For more information on COBRA, please consult the CFO.

ARTICLE 12

SAFETY

The employer shall make reasonable provisions for the safety and health of employees during hours of employment. The employer shall discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The employer will set up necessary safety and health programs for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.

The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits, and good housekeeping throughout the work environment, if reasonably possible, each employee will comply with all safety rules and regulations. Safety shoes, safety goggles, rain apparel, coveralls, etc., which are deemed essential and are requested as such the supervisor, will be provided. Two pairs of safety shoes will continue to be provided by the Borough.

ARTICLE 13

HOLIDAYS

The paid holidays, which are recognized as holidays, for the purpose of this Agreement, are as follows:

New Year's Day

Presidents' Day

Good Friday

Memorial Day

July 4th

Labor Day

Election Day (General)

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

December 24th

Christmas Day

Martin Luther King Day.

Employee Birthday

ARTICLE 14.

VACATIONS

Employees covered by this Agreement are eligible for vacation leaves with pay as follows:

1 working day vacation for each month of employment during the 1st year of employment;

12 working days of vacation from one through five years of service;

15 working days of vacation from six through twelve years of service;

20 working days of vacation from thirteen through twenty years of service;

25 working days of vacation for twenty-one years on up.

Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken during the calendar year at such time as permitted or directed by the supervisor, unless the supervisor has determined that it cannot be taken because of pressure or levels of work. Only one year's allowance of earned vacation can be carried over into the succeeding year. When an employee has earned vacation in excess of one year the supervisor shall meet with the employee and arrange for such vacation time as is possible so that the time not be lost by the employee.

Upon separation from the Borough or upon retirement an employee shall be entitled to vacation allowance for the current year, prorated upon the number of months worked in the calendar year. When a vacation allowance changes based on years of service during the calendar year, the annual allowance rate shall be computed on the basis of the number of full months.

The employer shall attempt to schedule work, insofar as possible, to preclude changes in vacation scheduling. Vacations of less than five consecutive days may be scheduled by mutual agreement between the employee and his supervisor. Twenty-four (24) hours notice must be given for a request for one vacation day. Requests for five or more vacation days must be given in writing at least two weeks prior to requested time.

If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of his death shall be paid to his estate or to his legal representative. Employees shall not be credited with vacation time if they are on an approved leave of absence without pay for periods in multiples of one month or the major part thereof.

Two personal days will be granted per year of the employee's choosing with a minimum of twenty-four (24) hours' notice to his/her immediate supervisor or director.

ARTICLE 15.

SICK LEAVE

Sick leave shall accumulate at the rate of one day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire.

Sick leave shall accumulate year to year with one day a month credited to the employee at the beginning of each successive month and an additional day added every four months, for a total of fifteen (15) days per year.

Employees shall not be credited with sick leave days if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

Sick leave may be utilized by employees when they are unable to perform work by reason of personal illness, or illness in the immediate family, accident or exposure to contagious disease.

In cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for the absence at the earliest possible time but in no event less than his usual reporting time or other time as required or necessitated by the circumstances.

For sick leave of three consecutive days or more a doctor's certificate will be required in order to return to work. For sick leave totaling more than five days in any one month a doctor's certificate will be required in order to return to work.

Up to two weeks accumulative sick leave shall be approved to any employee for emergency attendance upon a member of his immediate family (father, mother, spouse, child, foster child, sister, brother).

Up to two weeks accumulative sick leave shall be approved because of death in the immediate family. The Borough of Alpha may grant additional sick leave if special circumstances so require.

At the time of retirement in good standing, a full time employee shall receive credit or cash for the full value of one-half (1/2) of the earned unused sick days up to one hundred (100) days (paid).

ARTICLE 16.

BEREAVEMENT RIGHTS

An employee shall be granted bereavement leave of five days that are non-cumulate for death in the employee's family. The employee's family is defined as spouse, child, stepchild, foster child, brother, sister, mother, father, mother-in-law and father-in-law.

ARTICLE 17.

MANAGEMENT RIGHTS

The Borough shall have the right to determine all matters concerning the management and administration of the Borough, subject to the provisions of this Agreement.

The Borough shall have the right to make such reasonable rights and regulations respecting the on-duty conduct of the member employees, not in conflict with this Agreement, as it may from time to time deem best, for the purpose of maintaining order, safety and/or efficient operations. The Borough agrees prior to the adoption of such additional rules and regulations to advise the unit of the proposed rule or regulation changes, and will afford the member of the unit the opportunity to be heard, but this shall not be applicable to existing rules and regulations.

ARTICLE 18.

PAYROLL DEDUCTION OF UNION DUES

The Borough agrees to deduct from the salaries of bargaining unit member's dues to the Union, Council 73, AFSCME exclusively as the majority representative for said employees. Deductions shall be made when authorized in writing to do so by each employee.

Deductions shall be made in compliance with the law each pay period and monies collected shall be transmitted to Council 73, AFSCME, 3635 Quakerbridge Road, Trenton, NJ 08619 by the 15th of each month following collection. The employee shall indicating in writing to the proper disbursing officer of the Borough his desire to have any deductions made from his salary for the purpose of paying the employee's dues.

The Director of the Council 73, AFSCME, will certify the amount of monthly membership dues in writing to the Borough. An employee may withdraw dues deductions from the Union on July 1st of each year provided however that said employee gives notice of his desire to withdraw to the Borough thirty (30) days in advance of his desire to withdraw. The filing of such notice of withdrawal shall be effective as of July 1st next succeeding the date on which notice of withdrawal is filed.

The Union shall notify the Employer of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deductions at the earliest time after the receipt of the request.

The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Borough. The Union shall indemnify defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Borough in reliance upon alary deductions authorization cards submitted by the Union.

ARTICLE 19.

GREIVANCE PROCEDURE

Grievance definition: a grievance is a claim that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, or a claimed violation, misinterpretation, or improper application of rules or regulations, existing policy, or order affecting the terms and conditions of employment.

A grievance must be filed initially within ten (10) calendar days from the date of which the act which is the subject of the grievance occurred or ten (10) calendar days from the date of which the grievant should reasonably have known of its occurrence, but in no in instance shall a grievance be processed if filed more than ninety (90) calendar days from the date on which the employee should reasonably have known of its occurrence.

In the first instance, the grievant shall discuss the grievance informally with the Director of Streets. If the matter is not resolved in this manner, then the grievance shall be reduced to writing and submitted to the Director of Streets, who shall submit his answer in writing within five working days of receipt of the written grievance.

If the grievant is not satisfied with the answer of the Director of Streets, he must file the grievance with the Borough Council within five working days of the receipt of the Director's reply.

The Council shall schedule a hearing on the grievance within fifteen (15) calendar days of receipt of the grievance. At this hearing the grievant may be represented by an AFSCME Council Representative.

The Council shall render its decision on the grievance no later than thirty (30) calendar days after the close of the hearing.

If the grievant is still not satisfied with the answer of the Borough Council, the Union may move the matter to binding arbitration with fifteen (15) calendar days of receipt of the answer by the Borough Council.

The Public Employment Relations Commission shall be requested to furnish the parties with a panel of arbitrators in accordance with the prevailing rules and regulations of the Commission.

The arbitrator shall hear the grievances and render his award within thirty (30) days from the close of the hearing. The award shall be final and binding and the expenses of the arbitration including the arbitrator's fee will be shared equally by the Borough and the Union.

Failure to pursue the grievance within the time limits at any step shall mean that the grievance has been dropped.

ARTICLE 20.

DISCIPLINE

Employees may be disciplined for just and proper cause in accordance to Civil Service Guidelines or Department of Personnel Guidelines. Discipline consists of official reprimand, suspension without pay, demotion or removal/termination of employment.

In any case of discipline for five days or less or official reprimand, the employee may grieve the action and the grievance shall proceed as set forth in the grievance procedure.

In case of suspension of more than five days, demotion or removal/termination, the employee must first be served with a disciplinary notice setting forth the charges and specifications.

If the employee so requests, he shall be granted a hearing on his appeal and may be represented at the hearing by an AFSCME staff representative. All such hearings shall following the following form:

1. Reading of charges and specifications;
2. Presentation of case by the Borough;
3. Presentation of case by the appellant (employee);
4. Rebuttal by the Borough and the applicant, if necessary;
5. Summation of the case by the Borough;
6. Summation of the case by the appellant (employee);
7. Direct and cross-examination of witnesses shall be allowed. Either party may request that witnesses be sequestered.

The hearing officer shall render his decision within twenty (20) days of the close of the hearing. Said decision shall include the findings of fact, discussion of testimony and evidence, and conclusion based on findings of fact.

ARTICLE 21.

EQUIPMENT OPERATOR

Any work that requires a public works employee to operate equipment or heavy machinery will be paid at the regular rate, unless said operation occurs during an overtime period.

Equipment Operator working in emergency situation after your normal work hours will receive standard overtime pay of time and one-half. Such emergency shall be decided by the council member in charge at the time of the emergency.

ARTICLE TO REPLACE the above: Any work that requires an employee to operate equipment (to be defined by Union and the Borough) will be paid at time and one half the employee's rate while operating such equipment. The supervisor in charge at the time will be responsible for noting the hours worked on the equipment for that pay period.

(Example of pay: employees normal rate is \$10.00 that employees would then receive \$15.00 per hour while operating the equipment.) The Borough and Union will need to specify how this is to be monitored and describe the equipment, which will be classified. (Equipment Operator pay will be for emergency situations only. To be determined by the Senior Public Works Repairer and/or the Councilperson in charge at the time of emergency.) On overtime, operator will receive double time.

ARTICLE 22.

SUBSTITUTE SENIOR PUBLIC WORKS REPAIR PERSON

In the absence of the senior public works repair person, the substitute shall be paid the same rate of pay as the senior public works repair person for such hours worked.

ARTICLE 23.

TERMS OF AGREEMENT

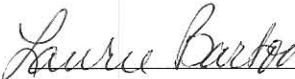
The terms and effect of this Agreement shall be in force commencing January 1, 2010 and shall remain in effect and in full force through December 31, 2011. It shall be automatically renewed from year to year thereafter unless either party gives written notice sixty (60) days prior to the anniversary date of its desire to modify this Agreement.

In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effecting during the periods of negotiations.

Copies of this Agreement when executed shall be distributed to all employees. Both parties involved if this should prove necessary shall share the cost of printing.

IN WITNESS WHEREOF the Employer and Association have caused this Agreement to be signed by their duly authorized representative as of the _____ day of _____, 2010.

ATTEST: BOROUGH OF ALPHA

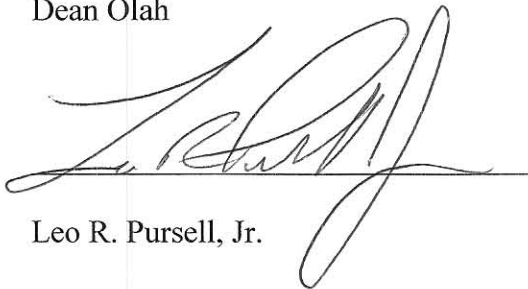


Laurie Barton, RMC/Hon. Edward Hanics Jr.

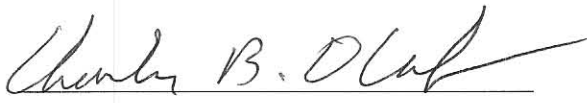
ATTEST-NEGOTIATION COMMITTEECOUNCIL #73



Dean Olah



Leo R. Pursell, Jr.



B. Charles Olah