RESOLUTION NO. 237-2016

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF POINT PLEASANT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE BOROUGH OF POINT PLEASANT AND THE TRANSPORTATION WORKERS UNION LOCAL NO. 225

WHEREAS, the Mayor and Borough Council of the Borough of Point Pleasant, County of Ocean, State of New Jersey (hereinafter the "Borough") has been in negotiations with the Transportation Workers Union ("TWU") Local No. 225 on the terms of a new Collective Bargaining Agreement; and

WHEREAS, the new Collective Bargaining Agreement will run from January 1, 2016 through December 31, 2019; and

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

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

WHEREAS, the Memorandum of Agreement is on file at the office of the Borough Clerk and can be reviewed during normal business hours.

NOW, THEREFORE, BE IT RESOLVED this 16th day of August, 2016, by the Mayor and Borough Council of the Borough of Point Pleasant, County of Ocean, State of New Jersey as follows:

1. The Borough hereby authorizes the execution of the Memorandum of Agreement between the Borough and the Transportation Workers Union ("TWU") Local No. 255.

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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

BE IT FURTHER RESOLVED that the Borough authorizes and directs the Mayor, Borough Clerk and Borough Administrator to execute any and all necessary documents in order to implement the intent of this Resolution; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Borough Clerk to the following:

(a) Honorable Robert A. Sabosik, Mayor;

(b) Frank Pannucci, Borough Administrator;

(c) Antoinette Jones, RMC, Borough Clerk;

(d) Council President Joseph Furmato;

(e) John Menschon, Representative TWU Local No. 255; and

(f) Christopher J. Dasti, Esquire.

Council Member Thulen **presented the following Resolution**

Seconded by Wisniewski

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

I, Antoinette Jones, RMC, CMR, Borough Clerk of the Borough of Point Pleasant, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Point Pleasant Borough Council at a meeting held on the 16th day of August, 2016.

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

Antoinette Jones

ANTOINETTE JONES, RMC, CMR
BOROUGH CLERK

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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

MEMORANDUM OF AGREEMENT "MOA" BY AND BETWEEN THE BOROUGH OF POINT PLEASANT BOROUGH AND TRANSPORTATION WORKERS UNION (TWU) LOCAL NO. 225

The Borough of Point Pleasant Borough, County of Ocean, State of New Jersey (hereinafter referred to as the "Borough") and Transportation Workers Union Local No. 225 (hereinafter referred to as the "TWU") have come to terms for a new collective bargaining agreement which will run from January 1, 2016 through December 31, 2019; and

WHEREAS, the Borough and TWU have negotiated in good faith and need to include revisions from the previous expired collective bargaining agreement regarding compensation and language; and

WHEREAS, the parties agree to enter into a new collective bargaining agreement with this MOA, the parties agree to the following changes to the most recent expired contract as follows:

1. Effective and retroactive to January 1, 2016 both parties agree to a 4 year contract with a 2% increase every year.
2. Both parties agree to a raise from $180.00 to $250.00 per year for Optical Plan.
3. Both parties agree to add Tim Skinner and Karen Haycook to the list of employees receiving a cell phone stipend.
4. Both parties agree to increase the cell phone stipend from $20.00 per month to $30.00 per month, payable once a year, the first pay in December.
5. Both parties agree to replace the existing "Birthday" with a "Personal Day."
6. Both parties agree to omit the posted hours of Registrar in the contract as they are the same as other borough hall employees.
7. Both parties agree to a clothing allowance for Construction Department employees by way of $150.00 year one, $200.00 year two and $250.00 years three and four.
8. Both parties agree to include the words "Equal to or better than" in regards to any changes in health care benefits.
9. Change the wording under Overtime Compensation for DPW Supervisors to match those under the Teamsters Contract making it universal and fair.
10. Both parties agree to add the following titles (for full time employees) into the contract as they were accidentally excluded from the previous but pay union dues:
    The following positions are all at grade 3 and are:
    - Building Subcode Official
    - Plumbing Subcode Official
    - Electrical Subcode Official
    - Fire Subcode Official

    The following positions are all at grade 2 and are:
    - Building Inspector
    - Plumbing Inspector
    - Electrical Inspector
    - Fire Inspector
11. Health Care Language – See attached.
12. Both parties agreed to add "Building Department" to Article VIII Section 2, paragraph F and G and to change "borough garage" to "place of duty."

13. Both parties agree to change the verbiage in Article VIII Section 2 to remove specifically "The Superintendent of Public Works" as department heads in general are not entitled to over time.

TWU LOCAL NO. 225

By: _____
John Menshon

BOROUGH OF POINT PLEASANT BOROUGH

By: _____
Robert A. Sabosik, Mayor

Attest:

_____
Antoinette Jones, Borough Clerk
Dated: August 16, 2016

A G R E E M E N T

between

BOROUGH OF POINT PLEASANT

and

TRANSPORT WORKERS UNION OF AMERICA

LOCAL 225 BRANCH 4 AFL-CIO

JANUARY 1, 2016

TO

DECEMBER 31, 2019

AGREEMENT

This Agreement made and entered into this 7th day of February, 2017, to be effective retroactively the first day of January 2016 by and between the Borough of Point Pleasant, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the Employer, and the Transport Workers Union of America, Local 225 Branch 4, hereinafter known and designated as the Union.

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

ARTICLE I
RECOGNITION

SECTION 1. The Employer heretofore recognizes the Union as the sole and exclusive bargaining unit of all full-time permanently appointed Supervisory Employees now or hereafter employed by the Municipality of the Borough of Point Pleasant except: The Borough Clerk, Municipal Administrator and any other confidential employee.

SECTION 2. All pre-existing conditions terms, and/or practices are null and void unless specifically listed under the terms of this Agreement.

ARTICLE II
NEGOTIATIONS PROCEDURE

SECTION 1. 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.

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

SECTION 3. This document constitutes the sole and complete Agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to

present and discuss proposals on any subject which is or may have been subject to collective negotiations.

SECTION 4. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not it was within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

SECTION 5. Copies of this Agreement shall be drafted by the Union. The Employer and the Union shall share in the printing expense, if any. Upon ratification by the Union and approval by Council, the parties shall affix their signatures and within thirty (30) calendar days after the Agreement is signed, each member of the collective bargaining unit shall be provided with a copy.

SECTION 6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
MANAGEMENT RIGHTS

A. The Borough of Point Pleasant hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees by utilizing the personnel, method and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deemed best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereto and only to the extent that such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the Borough of Point Pleasant.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under State Law or any other National, State, County or local laws or ordinances.

ARTICLE IV
NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE V
NO-STRIKE CLAUSE

SECTION A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence from his/her duties of employment), work stoppage, slow-down, walk-out or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

SECTION B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

SECTION C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in a law or in equity for injunction or damage, or both, in the event of such breech by the Union or its members.

SECTION D. The Borough agrees not to lock out its employees.

ARTICLE VI
GRIEVANCE PROCEDURE

SECTION 1. "Grievance" - definition: A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment.

SECTION 2. Any aggrieved employee shall present his/her grievance within five (5) working days of knowledge of its occurrence, or the grievance shall be deemed to be waived.

SECTION 3. The procedure for considering and resolving grievances is as follows:

Step 1. The employee and a Union representative, or the employee individually but in the presence of a representative may file a grievance. Grievance must be submitted in writing. Where applicable, a grievance must first be submitted to the department head within five (5) days of occurrence whose answer shall be in writing within five (5) days. Subsequently, if not resolved, written grievance shall proceed to

the Municipal Administrator within five (5) days and whose answer shall be in writing within five (5) days.

Department heads without an immediate supervisor besides the Administrator shall initially file any grievance directly to the Municipal Administrator within five (5) days of occurrence whose response shall be in writing within five (5) working days.

Step 2. If the Union is not satisfied with the results of Step 1, then the Union shall present the grievance in writing within five (5) calendar days to the Municipal

Administrator and the Mayor and Council whose answer shall be in writing within ten (10) working days or in the event a Council Meeting is not held during said time. Answer shall be given in writing within two (2) working days of next regularly scheduled Council Meeting.

Step 3. If the Union is not satisfied with the results of Step 2, then the Union shall present the grievance in writhing within ten (10) calendar days of receipt of the response of Step 2 for arbitration in as provided for in Step 4 hereof.

Step 4. The Union may submit a notice of arbitration, with a copy to the Municipal Administrator and the Mayor and Borough Council, to the New Jersey Public Employee's Relations Commission, (PERC), and request the appointment of an arbitrator in accordance with PERC's rules and regulations.

Step 5. The arbitrator's decision shall be in writing and shall be submitted to the Employer and the Union and shall be final and binding to all parties. The arbitrator shall have no authority to add to, subtract from, modify, change or revise this locally negotiated Agreement in any manner. Furthermore, he shall have no authority to issue an award pertaining to an administrative decision or policy, rules and regulations, conditions of employment which are not grounded in this locally negotiated Agreement.

Step 6. If, in the judgment of the Union, a grievance affects employees in more than one department, the Union may submit such grievance in writing directly at the second step. The processing of all advanced steps filed grievances shall be filed at the level which can grant relief.

Step 7. The costs for services of the arbitrator, including predetermined expenses, if any, and actual and necessary travel, subsistence expenses or costs of hearing room, shall be borne equally between the Employer and the Union.

Step 8. The time limits set forth herein shall be strictly adhered to. However, the parties may waive the time limits for any Step herein by mutual consent affirmed in writing by the representatives of either party.

ARTICLE VII
SALARIES AND RATE OF PAY

SECTION 1. The minimum salary increase for all employees shall be as follows:

Effective January 1, 2016	-	2.0	% retroactive increase
Effective January 1, 2017	-	2.0	% wage increase
Effective January 1, 2018	-	2.0	% wage increase
Effective January 1, 2019	-	2.0	% wage increase

Respectively, the grade and wage shall be shown on attachment #1.

SECTION 2. The regular rate of pay for members of the bargaining unit shall be his/her salary plus his/her longevity compensation as determined by the provisions of this Agreement.

ARTICLE VIII
OVERTIME COMPENSATION

SECTION 1.

a. If the Municipal Court Clerk needs to work other than his/her normally scheduled work day (except scheduled court sessions) said employee shall be guaranteed one (1) hour of compensation if the work needs to be undertaken, without leaving his/her home, during off-duty hours. In the event that the Municipal Court Clerk is required to leave his/her home and perform the extra work at the Municipal Building, off hours, the minimal call out time will be three (3) hours.

b. In the event that the Municipal Court Administrator is required to work on a Holiday, he/she shall receive pay for the holiday and be compensated at the rate of one and one-half times his/her hourly rate per the minimum guarantee established in (a) above.

SECTION 2. Members who are in employ at the Building Department and Department of Public Works shall receive the following overtime compensation:

a. The work week shall be from Monday through Friday. All hours worked beyond eight (8) hours in any one (1) day shall be at time and one-half (1 1/2), and all hours worked in excess of twelve (12) hours shall be double (2) time.

b. Employees reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours work or pay.

c. Saturday work shall be paid at the rate of time and one-half (1.1/2) the hourly rate for of pay for the first twelve (12) hours of work and double (2) time rate of pay for all hours worked in excess of twelve (12) hours. When an employee is required to work on a Saturday, he/she shall be guaranteed a minimum of three and one-half (3 1/2) hours pay at the time and one-half (1 1/2) rate, subject to the above paragraph, and such employee shall be present and available for such minimum.

d. When an employee is required to work on Sunday, he/she shall be guaranteed a minimum of three and one-half (3 1/2) hours pay at the rate of two and one-half (2 1/2) times his/her hourly rate.

e. When an employee is required to work on a holiday, he/she shall be guaranteed a minimum of three and one-half (3 1/2) hours pay at the rate of two and one-half (2 1/2) times his/her hourly rate, which includes his/her holiday pay, for all hours worked during those hours that would constitute his/her normal work shift (e.g., 7:30 a.m. to 4:00 p.m.). For all hours worked on a holiday that would correspond to other than his/her normal shift, he/she shall be paid at the rate of three and one-half (3 1/2) the hourly rate including his/her holiday pay.

f. The parties understanding regarding the payment of overtime is as follows: During the normal work week: Employees called to work outside their normal shift to perform any work as mandated by the Borough. A) an employee (s) is called into work early one (1) hour prior to shift, (works to regular quitting time) the employee shall receive one (1) hour at overtime rate (1 & ½ x's). B) An employee (s) is called into work more than one (1) hour prior to shift, (works to regular quitting time) the employee shall receive the three and one half (3 1/2) hour call out pay at overtime rate (1 & ½ x's). C) Applies to either example (A) or (B) above the, employee (s) shall receive overtime rate (1 & ½ x's) after eight hours of work. On the twelfth (12) hour of work the employee shall be paid double time (2 x's) until such work ends and the employee is relieved of duty. Outside the normal work week: Employees called to work on a weekend or holiday to perform any work as mandated by the Borough. D) Weekend/holiday work call in as described above subject to the three and one half (3 1/2) hour call out pay at the appropriate overtime rate. The employee shall be paid the appropriate premium rate for the first three and one half (3 & ½) of work. Employee starts on a Sunday or a Holiday the minimum of three and one half hours (3 & 1/2) call

out pay at either the Sunday or Holiday premium rate. At the commencement of the regular work (12:00 AM) day the appropriate overtime rates would be (1 & ½ x's) unless the employee worked twelve (12) hours and in that case the employee would be paid at double time (2 x's).

g. Employees shall be entitled to a one-half (1/2) hour meal break with pay and a fifteen dollar ($15.00) allowance after working two (2) hours of overtime which is continuous with the normal eight (8) hour workday. Employees shall be entitled to additional one-half (1/2) hour meal break with pay and fifteen dollar ($15.00) meal allowance for every four (4) hours of continuous work thereafter.

h. Said compensation, as provided for above shall be in pay. Compensatory time may only be given with the content of both the employee, department head and/or Municipal Administrator. All compensatory time granted shall be at the appropriate overtime rate, as outlined above. The maximum amount of compensatory time an employee may be permitted to accrue is forty (40) hours. An employee who has accrued the maximum number of compensatory hours shall be paid all additional overtime in pay.

i. Employees who work overtime on a weekend or holiday shall be entitled to a one-half (1/2) hour meal break with pay and a fifteen dollar ($15.00) allowance after each four (4) hours of continuous overtime worked.

SECTION 3. Flex time shall be available for this unit's member of the Recreation Department for certain activities held after the regular working hours. Said flex time shall only be available with prior approval of the Administrator.

ARTICLE IX
EMPLOYEE WORK SCHEDULES

SECTION 1. The work day for members of the Bargaining Unit shall be as follows, except as statutory requirement regulates:

Municipal Offices :
*8:30 a.m. - 4:00 p.m. -Monday through Thursday
9:00 a.m. - 4:00 p.m. - Friday

Department of Public Works:
7:30 a.m. - 4:00 p.m. - Monday through Friday

Department of Recreation:
8:00 a.m. - 3:00 p.m. - Monday through Thursday

8:00 a.m. - 2:30 p.m. - Friday

*These work hours take effect upon similar agreement between the Administrator and the Clerical Workers Union. Until such time, all current work hours as of the date of this contract remain in effect.

It is specifically understood that Department Heads shall not be required to punch a time clock.

SECTION 2. During the normal work day, a member of the Bargaining Unit shall be entitled to the following lunch periods without pay:

All Municipal Offices (except Department of Public Works and Recreation):
one (1) hour

Department of Public Works
one-half (1/2) hour

Department of Recreation
Monday to Friday one-half (1/2) hour

SECTION 3. The employee work week shall consist of the following:

Municipal Offices and Recreation (except Department of Public Works):
thirty-two (32) hours per week

Department of Public Works:
forty (40) hours per week

ARTICLE X
EMPLOYEE RIGHTS

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

SECTION 2 Other than working hours, the Union shall have the right to use Municipal Buildings at all reasonable hours for meetings upon prior request being made to the Borough Administrator.

SECTION 3. Any member of the bargaining unit who is a member of the Fire Department or First Aid Squad on a voluntary basis shall be granted time off with pay for attendance at all emergency calls within the Borough of Point Pleasant or mutual aid.

SECTION 4. Time necessary for appearances in any legal proceedings, other than that connected with any form of legal or illegal Union activity, connected with the employee's employment or with the Municipal Offices, if the employee is required by the Court to be present; such employee will suffer no loss of pay, and such time shall be considered as work time in computing overtime pay, if necessary.

ARTICLE XI
UNIFORM ALLOWANCE AND MAINTENANCE

SECTION 1. Members of the Bargaining Unit who are employees of the Department of Public Works (who are other than the Superintendent) shall receive a clothing and maintenance allowance of $930.00 for each year of the contract, and shall increase by $25.00 in each year of this agreement. The Uniform and Maintenance Allowance for the Supervisors at DPW shall at a minimum match that of other blue collar workers.

a. Said allotment shall be paid in two (2) equal installments. The first installment shall be made on the first pay period in April. The second and final installment shall be made on the first pay period in September.

b. The Employer reserves the right to institute such new uniform/shoe standards as deemed necessary and appropriate. The Employer will provide at least thirty (30) days written notice of implementation of any change in standards. In addition, the Employer will supply the initial allotment of new clothing to the Employee at NO COST TO THEM.

c. Failure to wear the authorized uniform in a proper fashion may result in disciplinary action being taken against said employee and the distribution of subsequent uniform allowances through a voucher system for said employee.

d. New employees upon successful completion of their probation period shall receive a pro-rate uniform allowance, retroactive to their date of hire. Said allowance shall be one twelfth (1/12) the annual allowance for each month, or greater part thereof, worked.

e. A stipend of $30.00 Per month for cell phone use retroactive to January 2016, for the Construction Official, Superintendent of Recreation, Superintendent of Public Works and the three Public Works Supervisors only. The stipend will be paid once a year on December 31st or the last pay period of the year.

f. Members in the Construction Department will have a uniform allowance of $150.00 in year one of the agreement, $200.00 in year two of the agreement and $250.00 in years three and four of the agreement. This will be paid in the same manner as other the Department of Public Works uniform allowance.

SECTION 2. Storm gear shall be supplied to new employees. Individual items of foul weather gear shall be replaced if, by the sole judgment of the Superintendent, such gear is irreparable. Safety storm shoes shall be provided to all employees requiring same and shall remain Borough property.

ARTICLE XII
HOSPITAL AND MEDICAL INSURANCE

SECTION 1.

The Borough agrees to provide medical insurance which is equivalent or better to the program currently in existence. The Borough shall meet with the employee's group to discuss any changes in insurance carriers prior to implementing such change. The Union has the right to grieve the Borough's decision to change carriers on the basis of failing to provide equivalent benefits. The Borough will indemnify employees against reduced benefits from the time that a new plan is implemented, and until a grievance arbitrator's decision is rendered.

SECTION 2. Effective January 1, 2010 the prescription co-pay amounts for generic drugs shall be ten ($10.00) dollars and the co-pay shall be twenty ($20.00) dollars for name brand drugs. The plan shall include a mail order option.

SECTION 3. The Employer shall provide dental coverage (75%) to all employees at no cost to them. Said plan shall be the current plan or its equivalent or better.

SECTION 4. The Employer shall provide a disability plan for each employee covered under this Agreement for non-job related injuries at the current contribution rates for each period covered by this Contract. Said plan shall be the current plan or its equivalent or better.

SECTION 5. Effective January 1, 2016, the Borough shall provide yearly optical reimbursement for employee and dependent coverage up to two hundred and fifty dollars ($250.00) per year.

SECTION 6. Effective January 1, 2010 all employees shall forego the "traditional plan" for medical insurance coverage and shall opt for a plan with the Borough's health insurance provider other than the "traditional plan", currently the other plan is the Blue Cross/Blue Shield PPO plan.

ARTICLE XIII
VACATION & PERSONAL DAYS

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

LENGTH OF SERVICE	VACATION TIME
(A) Up to one year	One (1) working day for each month of service
(B) Second through fifth year	Fourteen (14) working days
(C) Sixth through tenth year	Seventeen (17) working days
(D) Eleventh through fifteenth year	Twenty (20) working days
(E) Sixteenth through twentieth year	Twenty three (23) working days
(F) Twenty first through twenty fifth year	Twenty six (26) working days
(G) Twenty sixth year and thereafter	Twenty nine (29) working days

(H) During the final year of employment, one twelfth (1/2) of annual vacation based on years of service for each month of service.

(I) An employee is only permitted to carry over a maximum of one (1) years vacation entitlement.

SECTION 2. PERSONAL DAYS - All bargaining unit employees shall be entitled to six (6) personal days as employees will no longer receive birthday's as a day off. Personal days shall be administered in the same manner as vacation days. All personal days must be exhausted within the year granted.

ARTICLE XIV
HOLIDAYS

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

New Year's Day - Martin Luther King Day

Lincoln's Birthday
Good Friday
Independence Day
Columbus Day
Veteran's Day
Day after Thanksgiving
Christmas Day
Washington's Birthday
Memorial Day
Labor Day
Election Day-Comp day for DPW
Thanksgiving Day
½ Day Christmas Eve

SECTION 2. In the event that any of the above enumerated holidays shall fall on a regular work day, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

SECTION 3. In the event a holiday that is named in this Contract shall fall on a Saturday, employees shall receive the preceding Friday off. If a holiday falls on a Sunday, the employees shall receive the following Monday off. If a holiday occurs during a person's vacation period, that day shall not be charged against vacation.

SECTION 4. In the event that Christmas Eve is a work day, the employees shall receive the second half of the day off with no loss of pay.

ARTICLE XV
SICK LEAVE

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

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

SECTION 3. The Employer may require the certificate of a reputable physician in attendance, as proof of illness or injury of the member of the Bargaining Unit or of the

need for his/her attendance upon a member of his/her immediate family, for leaves under the following conditions:

a. Leave taken immediately prior to or immediately following an authorized paid holiday as specified in this Agreement or a vacation.

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

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

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

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

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

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

SECTION 6.

a. An employee completing a minimum of ten (10) years of full time employment with the Borough who has accumulated sick time, shall be entitled to same upon termination of employment with the Borough upon the conditions set forth in this Section (Ord. #567, S71-1). Except that all new employees hired as of the execution date of this contract shall be entitled to said benefit only up to and including the maximum amount of $15,000.00.

b. Compensation for accumulated sick time shall be paid at the pay rate in effect as of the employee's retirement date (Ord #567, S71-2).

c. Employees shall notify the Borough Council by December of the year prior to retirement so that the Borough can properly budget the funds. Thereafter, payment shall

be made in a lump sum to an employee within thirty (30) days after the final adoption of the annual budget. Employees may receive accumulated sick time as provided above, or, upon request, employees may receive accumulated sick time within thirty (30) days after the final adoption of the Borough's annual budget during the year immediately following the date of retirement (Ord. #567, S71-4).

d. In the event of the death of an employee, the accumulated sick time shall be paid over to the employee's beneficiary as designated in the employee's pension file (Ord. #567, S71-4). Except that the beneficiary of any new employee hired as of the execution date of this contract shall be entitled to said benefit only up to and including the maximum amount of $15,000.00.

e. In no event shall an employee be compensated for accumulated sick time in an amount greater than sixty percent (60%) of his annual base plus longevity of the year of employment termination (Ord. #567, S71-5).

f. An employee who is removed from the service for just cause shall not be entitled to compensation for unused sick time, notwithstanding the above.

ARTICLE XVI
OTHER LEAVES OF ABSENCE

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

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

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

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

c. Upon return from leave granted, pursuant to this section, a member of the Bargaining Unit shall be considered as if she/he were actively employed by the Employer during the leave, and shall be placed upon the salary schedule at the level she/he would have achieved if she/he had not been absent. Seniority will not

accumulate during a period of leave of absence without pay.

d. All benefits to which a member of the Bargaining Unit was entitled to at the time of her/his leave of absence commenced, including unused accumulated sick leave, shall be restored to her/him upon her/his return; and she/he shall be assigned to the same category of position which she/he held at the time said leave commenced.

SECTION 3. Bereavement Time - Leave as herein defined shall not be charged against either sick leave or vacation time.

(a) In the event of a death of an employee's mother, father, spouse, child or stepchild that employee shall be granted five (5) working days from duty with pay.

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

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

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

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

ARTICLE XVII
LONGEVITY COMPENSATION

SECTION 1. For employees hired prior to January 1, 1997, the longevity compensation is as follows:

YEARS OF SERVICE	PERCENT OF ANNUAL PAY
After three (3) full years	One percent (1%)
After six (6) full year	Two percent (2%)
After nine (9) full years	Three percent (3%)
After twelve (12) full years	Four percent (4%)

After fifteen (15) full years	Five percent (5%)
After eighteen (18) full years	Eight percent (8%)
After twenty one (21) full year's	Nine percent (9%)
After twenty four (24) years and above	Ten percent (10%)

Longevity is to be determined based upon years of full-time employment only.
New hires hired on or after March 1, 2013 shall not receive any longevity compensation.
Longevity is eliminated for all new hires unless currently employed by the Borough and receiving longevity.

SECTION 2. For employees hired on or after January 1, 1997, the longevity compensation is as follows:

YEARS OF SERVICE	PERCENT OF ANNUAL PAY
After seven (7) full years	One percent (1%)
After nine full (9) years	Two percent (2%)
After eleven (11) full years	Three percent (3%)
After thirteen (13) full years	Four percent (4%)
After fifteen (15) full years	Five percent (5%)
After eighteen (18) full years	Eight percent (8%)
After twenty-one (21) full year's	Nine percent (9%)
After twenty-four (24) years and above	Ten percent (10%)

Longevity is to be determined based upon years of full-time employment only.

ARTICLE XVIII
RETIREMENT BENEFITS

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

SECTION 2. For the purpose of computing both employee and employer contributions to the Public Employees Retirement System, the remuneration upon which such

contributions are calculated shall be the sum of each respective employee's annual salary plus his/her longevity compensation.

SECTION 3. The Borough will provide appropriate medical coverage as required by law and contractually for all retirees with twenty-five (25) or more years of service effective upon receipt of a service retirement or disability pension. Current and future retirees shall be provided with the same health benefits as are provided to current employees. Any employee who had less than 20 years of service in the pension system as of June 28, 2011, and who retires after January 1, 2012, shall contribute to his/her retiree health insurance provided for in this agreement that amount required under Public Law 2011, Chapter 78. Those employees who had more than 20 or more years of service in the pension system on June 28, 2011 and who retire with 25 or more years in the pension system will not be required to contribute to his/her retiree health insurance provided for in this agreement.

ARTICLE XIX
UNION DEDUCTIONS

SECTION 1. Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and remit dues deducted as directed on the authorization card.

SECTION 2. The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of the Union.

SECTION 3. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made together with a list of names showing employees for whom deductions have been made.

SECTION 4.

a. 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, an 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.

b. The Union shall deliver to the Employer a written statement in conformance with the necessary requirements of N.J.S.A. 34:13A-5, establishing the fee and a "demand & return system".

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

SECTION 5. 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 Union 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.

SECTION 6. 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 XX
SAVINGS CLAUSE

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

SECTION 2. If any provisions are held invalid the employer and the Union will meet for the purposes of negotiating changes made necessary by applicable law.

ARTICLE XXI
DURATION

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

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

BOROUGH OF POINT PLEASANT

Mayor

Robert A. Sabosik, Mayor

3/14, 2017
Date

ATTEST:

Antoinette Jones, Municipal Clerk

TRANSPORT WORKERS UNION OF AMERICA A.F.L.-C.I.O. LOCAL 225 BRANCH 4

John T. Menshon, President

Jude Walker, Chairperson

ATTEST:

Joyce L. Kramer, Secretary Treasurer

3/10, 2017
Date

ATTACHMENT 1
2016 - 2019 SALARY SCHEDULE
TWU LOCAL 225 BRANCH 4

TITLE	GRADE
Registrar of Vital Statistics	1
Assistant Tax Collector	1
Code Enforcement Officer/Housing Inspector	2
Municipal Court Administrator	2
Chief Assistant Assessor	2
Building Inspector	2
Plumbing Inspector	2
Electrical Inspector	2
Fire Inspector	2
Zoning & Code Enforcement Officer	3
Building Sub-Code Official	3
Plumbing Sub-Code Official	3
Electrical Sub-Code Official	3
Fire Sub-Code Official	3
Supervisor Sewers/Supervisor Water	4
Supervisor Streets	4
Supervisor Building Services	4
Superintendent of Recreation	5
Construction Official	5
Tax Collector	6
Chief Financial Officer	6
Tax Assessor	6

Superintendent of Public Works	7
Construction Official - Part Time	8

NOTE: Statutory Titles requiring state certification shall have an additional $1,000.00 added to their base wages each year of the Agreement.

TWU SALARY GUIDE 2016-2019						
YEAR - 2016						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	51,766	56,204	62,740	65,073	69,511	73,950
2	58,199	63,188	68,175	73,428	78,253	83,149
3	59,450	64,899	69,634	74,728	79,822	84,917
4	67,415	73,190	78,963	84,739	90,512	96,285
5	67,609	73,377	79,147	84,920	90,680	96,442
6	68,997	74,880	80,768	86,652	92,537	98,101
7						104,339
8						9,658
YEAR - 2017						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	52,801	57,328	63,995	66,374	70,901	75,429
2	59,363	64,452	69,539	74,897	79,818	84,812
3	60,639	66,197	71,027	76,223	81,418	86,615
4	68,763	74,654	80,542	86,434	92,322	98,211
5	68,961	74,845	80,730	86,618	92,494	98,371
6	70,377	76,378	82,383	88,385	94,388	100,063
7						106,426
8						9,851
YEAR - 2018						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	53,857	58,475	65,275	67,702	72,319	76,938
2	60,550	65,741	70,929	76,394	81,414	86,508
3	61,852	67,521	72,447	77,747	83,047	88,348
4	70,139	76,147	82,153	88,162	94,169	100,175
5	70,340	76,341	82,345	88,351	94,343	100,338
6	71,784	77,905	84,031	90,153	96,275	102,064
7						108,554
8						10,048
YEAR- 2019						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	54,934	59,644	66,580	69,056	73,766	78,476
2	61,761	67,056	72,348	77,922	83,043	88,238
3	63,089	68,871	73,896	79,302	84,708	90,115
4	71,541	77,670	83,796	89,926	96,052	102,178
5	71,747	77,868	83,991	90,118	96,230	102,345
6	73,220	79,463	85,712	91,956	98,201	104,106
7						110,725
8						10,249